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Part 1 – Application and Operation

1. Title

This agreement is the Scope Enterprise Agreement 2024.

2. Coverage and parties bound

2.1 This agreement shall apply to:

- (a) Scope Australia; and
- (b) Employees of Scope who are employed in relation to disability support work in Scope residential and respite accommodation services and Scope day and lifestyle options services; including Disability Support Workers, Team Leaders and Coordinators and any other employee covered by the classifications of this Agreement; and

2.2 This agreement does not apply to Trainees as defined by the FW Act.

3. Purpose, interpretation and definitions

3.1 Purpose

- (a) Scope has a commitment to providing the highest quality support, which meets the unique needs of our clients. In order to deliver on this promise, a skilled stable and responsive workforce is essential. This is why we recognise and value our workforce for the skills, knowledge and emotional and physical labour they bring to their roles and the positive impact they have on the lives of people with disabilities.
- (b) Scope is committed to meet the challenges posed by NDIS by entering into employment arrangements that will genuinely support services which improve the lives of clients, but which balance both Scope and employee interests. The findings of recent inquiries into abuse and neglect have highlighted the importance of a well-supported and skilled disability support workforce.
- (c) Scope acknowledges that the challenges posed by the NDIS include the failure of funding levels to reflect realistic costs for quality service and employment conditions and the potential to fragment work and undermine predictability of hours.
- (d) Scope is committed to decent and rewarding jobs and career structures that enable workers to exercise autonomy, skill and judgment in their practice. Scope will ensure support for the development of skills appropriate to the nature of work and provide career paths and recognition for ongoing skills formation.
- (e) Scope is committed to flexible working arrangements to enable services to adapt to meet the legitimate needs of clients that may change over time, balanced by reasonable predictability of hours for employees.
- (f) Scope is committed to provide continuity and excellence of service to clients, enabled by a workforce that has reasonable job security.

3.2 In this Agreement, unless the contrary intention appears:

Act or FW Act means the *Fair Work Act 2009* (Cth).

Agreement means this agreement.

Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

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Casual employee has the meaning given by section 15A of the Act.

Child of a person includes someone who is a child of the person within the meaning of the *Family Law Act 1975* (Cth), an adopted child or step-child of the person, a foster child or child placed with an employee due to a temporary or permanent care arrangement.

Commission means the Fair Work Commission.

Coordinator means an employee with supervisory responsibilities who manages the day-to-day operations of a facility/facilities.

De facto partner of a person means

- (a) another person who, although not legally married to the first person, lives with the first person in a relationship as a couple on a genuine domestic basis (whether the first person and the other person are of the same sex or different sexes); or
- (b) a former de facto partner (within the meaning of paragraph (a)) of the first person.

Disability support work means the provision of disability services, regardless of the site of delivery, in accordance with a client's care plan for purposes such as developing independent living skills, and enhancing social inclusion and community access.

Document means any record of information, and includes:

- (a) anything on which there is writing; or
- (b) anything on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; or
- (c) anything from which sounds, images or writings can be reproduced with or without the aid of anything else; or
- (d) a map, plan, drawing or photograph.

Employee means national system employee within the meaning of the Act.

Health and Safety Representative (HSR) means an employee elected to the position of Occupational Health and Safety Representative of a Designated Work Group in accordance with the *Occupational Health and Safety Act 2004* (Vic) as varied from time to time, or any successor to that Act.

"immediate family" of a person means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the person; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the person.

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

NES means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth).

Scope means employer within the meaning of the Act.

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Shiftworker for the purposes of the NES means an employee who regularly works four (4) or more ordinary hours on 10 or more weekends during the year in which their annual leave accrues.

Union/s means an employee organisation (registered under the Act) who is entitled to represent the industrial interests of an employee covered by this Agreement as per their rules. Unions specifically identified for this Agreement are:

- (a) Health Services Union Victoria Number 1 Branch, trading as the Health Workers Union (HWU);
- (b) Health Services Union Victoria Number 2 Branch, trading as the Health and Community Services Union (HACSU).

3.3 Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

4. Period of operation

4.1 The Agreement will commence (in accordance with section 54 of the FW Act), seven days after it is approved by the Commission and has a nominal expiry date of 30 October 2025.

4.2 The parties agree to commence negotiations for a successor enterprise agreement no later than six (6) months prior to the nominal expiry date of the Agreement.

5. Access to the agreement and the National Employment Standards

Scope will ensure that copies of this agreement and the NES are available to all employees to whom they apply.

6. The Awards, NES, Previous Certified Agreements and this Agreement

The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. This Agreement replaces the operation of any Award unless a specific provision of this Agreement states otherwise.

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Nothing in this Agreement will diminish any entitlement which employees covered by this Agreement had immediately prior to this Agreement coming into effect, except where expressly varied by this Agreement.

7. Individual flexibility agreement

7.1 Notwithstanding any other provision of this Agreement, Scope and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of Scope and the individual employee. The terms Scope and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) taking of long service leave in single days;
- (c) taking of annual leave in single days;
- (d) substitute another day for any prescribed public holiday for recognised day/s of religious significance; and

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(e) leave loading.

7.2 Scope will ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act.

7.3 Scope and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with Scope. An employee may nominate a representative including the Union to assist in negotiations of an individual flexibility agreement.

7.4 The agreement between Scope and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

7.5 The agreement between Scope and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by Scope and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this agreement that Scope and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between Scope and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

7.6 Scope must give the individual employee a copy of the agreement within 14 days after it is agreed to and keep the agreement as a time and wages record.

7.7 Except as provided in clause 7.5(a) the agreement must not require the approval or consent of a person other than Scope and the individual employee.

7.8 Scope seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited Scope must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

7.9 The agreement may be terminated:

- (a) by Scope or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between Scope and the individual employee.

7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between Scope and an individual employee contained in any other term of this Agreement.

Part 2—Consultation, Discipline, Dispute Resolution and Representation

8. Consultation

8.1 This clause applies if Scope:

- (a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes a change that would not be considered a major change, but may have a significant effect on an employee; or
- (c) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

8.2 In this clause:

- (a) **relevant employees** means the employees who may be affected by a change referred to in clause 8.1.
- (b) **relevant union/s** means the employee organisations that have the right to represent the industrial interests of the employees the work that is affected by a change referred to in clause 8.1.
- (c) **significant effects** includes but is not limited to:
 - (i) termination of employment;
 - (ii) changes in the size, composition or operation of Scope's workforce (including from outsourcing) or skills required;
 - (iii) alternation of the number of hours worked and/or reduction in remuneration;
 - (iv) outsourcing, for example, contracting out a service, or part thereof;
 - (v) changes to an employee's classification;
 - (vi) the need for retraining or relocation/redeployment/transfer to another site or to other work;
 - (vii) removal of an existing amenity;
 - (viii) the removal or reduction of job opportunities, promotion opportunities or job tenure.
- (d) **major change** includes but is not limited to:
 - (i) the termination of the employment of employees;
 - (ii) changes to composition, operation or size of Scope's workforce or to the skills required of employees;
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (iv) the alteration of hours of work;
 - (v) the need to retrain employees;

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- (vi) relocation of employees to another workplace; or
- (vii) the restructuring of jobs.

Introduction of change

8.3 Notification

For a change referred to in paragraphs 8.1(a) and (b):

- (a) Scope must notify the relevant employees and the relevant unions of the proposal to introduce the relevant change; and
- (b) clauses 8.4 to 8.10 apply.

8.4 The purpose of the notification is to facilitate a consultative process that provides employees and the union with a genuine opportunity to influence the outcome of the decision making process.

8.5 The relevant employees may appoint a representative for the purposes of the procedures in this term. Where the relevant employees are a member of a union, the union will be the representative of the employees unless the employees appoint another representative or revoke the union's status as their representative and the union is notified of the revocation.

8.6 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and Scope is advised of the identity of the representative; or
- (b) the relevant employee, or relevant employees, are represented by a union,

Scope must recognise the representative.

8.7 Immediately after deciding to propose a change, Scope must:

- (a) notify the relevant employees and the relevant union/s of the decision to introduce the major change;
- (b) discuss with the relevant employees and the relevant union/s:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures Scope is taking to avert or mitigate the adverse effect of the change on the employees; and
- (c) for the purposes of the discussion--provide, in writing, to the relevant employees and relevant union/s:
 - (i) relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees;
- (d) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their work/life balance).

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- 8.8** However, Scope is not required to disclose confidential or commercially sensitive information to the relevant employees. Scope, employee/s and/or union may enter into an arrangement for Scope to disclose such information on the basis that it will not be distributed to any other person or organisation.
- 8.9** Scope must give prompt and genuine consideration to matters raised about the change by the relevant employees and/or their union and provide a response to specific issues raised.
- 8.10** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Scope, the requirements set out in paragraph 8.3(a) and clauses 8.4 and 8.7 are taken not to apply.

Change to regular roster or ordinary hours of work

- 8.11** For a change referred to in paragraph 8.1(c):
- (a) Scope must notify the relevant employees of the proposed change; and
 - (b) clauses 8.12 to 8.16 apply.
- 8.12** The relevant employees may appoint a representative for the purposes of the procedures in this term. Where the relevant employees are a member of a union, the union will be the representative of the employees unless the employees appoint another representative or revoke the union's status as their representative and the union is notified of the revocation.
- 8.13** If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and advise Scope of the identity of the representative; or
 - (b) the relevant employee, or relevant employees, are represented by their union,
- Scope must recognise the representative.
- 8.14** Immediately after deciding to propose the change, Scope must:
- (a) notify the employee and the relevant representative and/or union/s of the proposed change;
 - (b) discuss with the relevant employees and the relevant representative and/or union/s the introduction of the change; and
 - (c) for the purposes of the discussion--provide to the relevant employees and the relevant representative and/or union/s:
 - (i) relevant information about the change, including the nature of the change; and
 - (ii) information about what will be the effects of the change on the employees; and
 - (iii) information about any other matters that are likely to affect the employees; and
 - (iv) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.15** However, Scope is not required to disclose confidential or commercially sensitive information to the relevant employees. Scope, employee/s and representatives and/or union/s may enter into an arrangement for Scope to disclose such information on the basis that it will not be distributed to any other person or organisation.
- 8.16** Scope must give prompt and genuine consideration to matters raised about the change by the relevant employees.

9. Disciplinary procedure

9.1 Purpose

Scope expects all employees to undertake their work in compliance with Scope's policies and procedures, the Code of Conduct and Scope's values.

The parties recognise that Scope must be able to manage and correct poor performance in the workplace.

Performance counselling and the disciplinary procedure are primarily directed towards correcting and/or improving an employee's performance or conduct in the workplace and assisting employees to perform to an optimum level. The disciplinary procedure (clause 9.3) must not be used to correct performance or conduct issues that can be appropriately dealt with via performance counselling (clause 9.2) or by informal means at the workplace level. In the first instance, an assessment of how an employee's performance or conduct issues should be dealt with should be undertaken at the house level (manager).

Scope will notify employees of their right to have a representative (including an Union representative) during any stage of a disciplinary procedure, including any meeting stage in an investigation.

Use of the disciplinary procedure (clause 9.3) can be disputed by the employee and/or their representative if it is considered unnecessary or inappropriate in the circumstances.

The rules of natural justice and procedural fairness apply.

Scope must take into account the employees response and any mitigating circumstances in determining an outcome including whether or not the employee knew the conduct was below acceptable standards.

In managing the performance or behaviour of an employee, and assessing any disciplinary action that may be appropriate, the seriousness of the unacceptable performance or behaviour must be considered. As a result the levels of discipline in this procedure may not be sequential.

In cases of serious misconduct, as per the definition set out in the FW Act , termination of employment may be considered to be the appropriate disciplinary action, without the employee having been given formal or other warnings and/or without prior counselling or coaching.

9.2 Performance Counselling

In the event that poor or unacceptable performance or behaviour becomes apparent, the relevant manager or supervisor will identify the specific concerns to the employee and develop with the employee a performance plan over a specified period with the maximum period of six (6) months to assist them meet the required standards of performance and/or behaviour.

The manager or supervisor will provide the employee with such assistance as is appropriate and the employee shall be provided with the opportunity to have input into any performance improvement plan.

If the performance of the employee does not meet Scope's expectations at the conclusion of the performance plan Scope may convert the performance process to discipline.

9.3 Disciplinary Procedures

In all cases of conduct of an employee, or a performance issue that may constitute misconduct or serious misconduct, or alleged misconduct or serious misconduct Scope shall be required to substantiate the allegations.

Scope shall provide to the employee and/or their representative, a copy of the allegations in writing in a timely manner along with relevant evidence. At this time, Scope will also notify the employee and/or their representative whether the conduct subject of the allegation is considered 'misconduct' or 'serious misconduct' and provide reasoning for this decision.

A reasonable opportunity is to be provided for a representative (who can act in a representative capacity, including as an advocate) or support person of the employee's choice to attend all interviews or meetings conducted with the employee.

Where an investigation into an allegation regarding an employee's conduct needs to be carried out, management may direct any employee to participate in the investigation and may direct the employee, against who the allegation has been made, for the period of the investigation to:

- relocate or redeploy to a reasonable alternate location and/or task on the same full rate of pay they would have received except for the stand aside direction, or, where, in Scope's view, it is demonstrably inappropriate to relocate or redeploy the employee;
- stand down with full pay during the period of investigation or until suitable relocation/redeployment can be made available.

Whilst an employee is on stand down with full pay, they will receive the benefit of any pay increases set out in Schedule A they are entitled to under the terms of this Agreement notwithstanding that they are on stand down.

The employee and/or representative shall be given reasonable time to respond to all of the allegations.

Scope must provide written reasons for any decision and take into account the response(s) provided by the employee and/or representative.

9.4 Disciplinary outcomes

In the event that inappropriate conduct becomes apparent, the relevant manager or supervisor will identify the specific concerns to the employee, may initiate a disciplinary process, and may apply a fair and proportionate level of discipline that may not be sequential, but may include; informal counselling, formal counselling and warnings, and/or termination of employment.

If termination of employment is proposed, the employee will be given a further opportunity to respond to the inappropriate conduct and raise mitigating factors.

If after any formal disciplinary outcome a period of 12 months elapses all adverse reports relating to the conduct will cease to be relevant and relied on. Records relating to disciplinary procedures will be removed from the personal file after a period of two (2) years where no further warning/s arise, subject to the record keeping requirements in the FW Act and *Fair Work Regulations 2009* (Cth).

10. Dispute resolution

10.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the NES.

this clause sets out procedures to settle the dispute.

10.2 A dispute can be commenced by Scope, an employee, a group of employees, or a Union.

10.3 An employee, or group of employees, involved in a dispute may:

- (a) appoint a representative for the purposes of the procedures in this clause; and
- (b) if the employee, or group of employees, is/are members of a Union, the Union will be entitled to represent the employee/s without appointment.

10.4 The representative of an employee has the right to:

- (a) attend and participate in relevant meetings about, or in relation to, the dispute;
- (b) be provided with relevant documents and other materials; and
- (c) refer the dispute to the Commission under clause 10.6 in its own right.

10.5 The parties to the dispute will try and resolve the dispute at the workplace level by:

- (a) holding discussions with the immediate supervisor; and
- (b) if the dispute is not resolved, holding discussions with a more senior manager or human resources representative.

Discussions will be held within seven (7) days of the dispute being raised unless the parties to the dispute agree to a longer period.

10.6 Scope, an employee, union or representative can refer the dispute to the Commission if:

- (a) the discussions at clause 10.5 do not resolve the dispute; or
- (b) the parties agree to refer the dispute without holding discussions; or
- (c) it is reasonable in the circumstances to refer the dispute without holding discussions.

10.7 The Commission may deal with the dispute in 2 stages:

- (a) The first stage will be mediation, conciliation, expressing an opinion, making a recommendation or any other type of dispute resolution method that is not binding on the parties.
- (b) If the dispute is not resolved after the first stage, the Commission may arbitrate the dispute and make a determination that is binding on the parties. In arbitrating the dispute the Commission may exercise all procedural powers available to it under the FW Act.
- (c) The decision of the Commission made when arbitrating the dispute is a decision that can be appealed under Part 5–1 of the FW Act.
- (d) The parties agree to be bound by any decision and/or determination of the Commission made in accordance with this clause, including any decision on appeal.

10.8 While the parties are trying to resolve the dispute work will continue in accordance with the custom and practice existing immediately before the dispute was commenced, unless the employee has a reasonable concern about an imminent risk to their health and safety. The position of any party to a dispute will not be prejudiced by the continued performance of work. To avoid doubt, a period where the parties are trying to resolve a dispute includes the time the Commission deals with the dispute under clause 10.7.

11. Union matters

11.1 Union facilitation – general

- (a) Workforce participation and consultation is essential for the effective and efficient overall service delivery. It is recognised that employees have made a significant and positive contribution to the support and developmental opportunities for people with disabilities. This has been central to quality service delivery outcomes.
- (b) Scope recognises the benefit to its employees of collective organisation, bargaining and workforce participation through Union membership. As such, Scope will allow Unions with reasonable access to employees during working hours for the purpose of holding discussions about employment and industrial matters.
- (c) A Union will provide Scope with reasonable notice when seeking to hold discussions with employees, and Scope will facilitate such access provided that it does not unreasonably hinder, obstruct or prevent the normal performance of work. Employees will be able to freely attend these meetings.

11.2 Additional measures for orientation/induction

- (a) For the purposes of facilitating the orientation of new employees, the Unions will:
 - (i) be provided in writing on a quarterly basis, with the dates, times and venues of any orientation/induction program involving new employees;
 - (ii) be invited and permitted to attend in person or where in person attendance cannot occur by alternative means, and address the new employees within the required schedule (i.e. not during scheduled breaks); and
 - (iii) be provided with genuine access to new employees during any orientation/induction program.
- (b) If the dates of these programs are fixed in advance for a regular day and time, then a list will be sent to the Unions as soon as such dates are fixed.
- (c) Where the dates of orientation/induction programs are not fixed in advance, the Unions will receive reasonable notification of least 14 days (where possible) to enable a representative to attend and address new employees at their worksite, or at a central location such as head office and/or the new employees main workplace.
- (d) The Unions will be provided with a minimum of 30 minutes during any orientation/induction program to address new employees. The Union will also be provided with the opportunity to address employees during any orientation/induction without the presence of management or other representatives of Scope present.
- (e) Union delegates will be provided with an opportunity by Scope to speak to new employees as part of their orientation to the workplace.

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- (f) All new employees covered by this Agreement shall, upon induction, be given access to an application form and any other appropriate literature to assist employees to decide whether to join a Union.
- (g) Mode of attendance:
 - (i) The default mode of union attendance at any orientation/induction program will be via face-to-face attendance at the premises where the orientation/induction program is held.
 - (ii) When requested by the Union, Scope will facilitate an alternative means by which the union can access new employees, including via live online video platforms.
 - (iii) Any alternative means of access agreed to between Scope and the Unions under this clause must be conducted in a way that provides the Unions with unencumbered access to new employees, including the provision by Scope of functional IT, video, and audio systems to ensure the Union can adequately address new employees. Any alternative means of access must also be consistent with the *Fair Work Act 2009* (Cth).

11.3 Arrangements for Consultative Committees

- (a) Formal consultative arrangements through consultative committees will be maintained (**Committees**).
- (b) The Committees will consist of an equal number of nominated Union and Scope representatives. Scope representatives shall be of sufficient seniority and hold the necessary delegated authority to discuss and conclude agreement on issues.
- (c) The Committees will meet at least every second month, unless agreed otherwise by the parties, and deal with issues of service delivery, OH&S issues, rostering and workplace change issues, employees' professional development and training needs, workforce recruitment and retention, processes to enhance resolution of employee grievances and other matters raised by participants.

11.4 Time of Attendance at Consultative Committee Meetings

- (a) Delegates will be given every opportunity to participate in the Committees and will be provided with transport or mileage compensation at agreement rates and time release or paid time to attend Committee meetings. Where an employee attends a Committee meeting on their rostered day off, time in lieu or paid time will be granted for the time of attendance plus reasonable travelling time.
- (b) Delegates will be provided with reasonable time to report back to members. This may be by meetings or newsletter as decided by delegates.

11.5 Central Consultative Committee

- (a) Scope and Unions shall maintain a Central Consultative Committee (**CCC**) to facilitate consultation on matters concerning the implementation and application of this Agreement and the matters in clause 11.3(c).
- (b) Where matters are not resolved they may be dealt with under the Disputes Settlement Procedure.
- (c) Scope and Unions shall issue agreed implementation bulletins to enhance consistent implementation of the Agreement.

11A. Union (Workplace) Delegates

This Clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act. In this clause, union delegate has the same meaning as workplace delegate in the Act.

11A.1 Union delegates – general measures

- (a) Scope, the Unions and employees (the parties) covered by this Agreement are committed to representation of employees by union delegates to maintain harmonious and cooperative relationships at the workplace level.
- (b) Union delegates hold a vital position in assisting employees to participate in workplace consultation and in dispute resolution with Scope. To assist in maintaining the settlement of disputes and preventing and resolving further disputes about matters pertaining to the employment relationship, union delegates will be involved in workplace consultation and issue resolution as provided for in this Agreement.
- (c) A Union will confirm the identity of a union delegate if requested by Scope.

11A.2 Union delegate's rights

- (a) Scope will release a union delegate on paid time to represent the industrial interests of employees in matters including but not limited to:
 - (i) consultation about major workplace change;
 - (ii) consultation about changes to rosters or hours of work;
 - (iii) roster reviews;
 - (iv) resolution of individual or collective grievances or disputes or matters; including at the workplace level and in courts or tribunals including the Fair Work Commission (including at any stage of a dispute);
 - (v) performance management and disciplinary processes;
 - (vi) enterprise bargaining; and
 - (vii) any process or procedure in which the employees are entitled to be represented.
- (b) Scope will also provide a union delegate with reasonable time to consult with employees and/or prepare responses for Scope where the delegate is representing employees in consultative processes.
- (c) Where an employee acts in their capacity as a union delegate Scope must not:
 - (i) unreasonably fail to refuse to deal with the workplace delegate; or
 - (ii) knowingly or recklessly make a false or misleading representation to the workplace delegate; or
 - (iii) unreasonably hinder, obstruct or prevent the exercise of the rights of the workplace delegate under this clause.
- (d) In exercising their rights under this clause, a union delegate must as far as reasonably practicable:

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- (i) comply with their duties and obligations as an employee;
- (ii) comply with the reasonable policies and procedures of Scope, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- (iii) not unreasonably hinder, obstruct or prevent the normal performance of work.

11A.3 Facilitating participation

- (a) Either time release or paid time (includes time in lieu) and, where necessary, appropriate backfill should be utilised at the workplace to facilitate the exercise of the rights described in clause 11A.2 above by a union delegate.
- (b) Reasonable access to time release or paid time will be determined where union delegates seek prior approval to be released from normal duties. The parties will consult as to the appropriate arrangements to apply and agreement shall not be unreasonably withheld.
- (c) Scope will reimburse a union delegate for any reasonable travel expenses in the performance of their representative functions.

11A.4 Entitlement to reasonable communication

- (a) A union delegate may communicate with employees for the purpose of performing their representative functions. Communications for this purpose includes, but is not limited to:
 - (i) discussing membership of the union with employees, including by addressing induction meetings;
 - (ii) consulting the union in relation to matters in which the workplace delegate is representing employees;
 - (iii) posting written material authorised by the Union in a place within the workplace to which employees have convenient access and/or distributing that material by appropriate means to employees.
- (b) A union delegate may communicate with employees individually or collectively, including at meetings, during working hours or work breaks, or before the start or after the end of work.
- (c) Scope must not survey, monitor, record or otherwise infringe the privacy of communications between union delegates, employees and their Union.

11A.5 Provision of Scope facilities

- (a) Scope will give union delegates reasonable access to their IT and office facilities to perform their representative functions, including email, fax, mobile phone, photocopying, scanning, stationery, Wi-Fi and computer devices. Union delegates will also be provided with a lockable filing cabinet or other secure document storage area where available.
- (b) Where required by the union delegate, Scope will allow reasonable access to a room or area to hold discussions with employees which shall, to the extent possible, be fit-for-purpose, private and accessible to employees.

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- (c) Scope will provide a notice board at each of its worksites where a Union or union delegate may post notices about Union matters. The notice boards must meet the following requirements:
 - (i) measure at least 0.9m x 0.6m in size; and
 - (ii) be located in an area where employees regularly take breaks, or, where such a space is not available at a particular worksite, where it is clearly visible to employees.
- (d) Scope will provide a page on its internal website (intranet) where a Union or union delegate may post notices and other information about Union matters. The page will be linked to the home page of the intranet in a place that is clearly visible to employees using the home page.
- (e) The access to facilities provided for in subclauses (a) to (d) of this clause is not intended to require the establishment or purchase of new facilities, but to provide and legitimise reasonable access to existing standard infrastructure in order to facilitate effective representation by union delegates.

11A.6 Union training leave

An employee who has been nominated by a Union to attend a Union training course or conference will be provided with up to five (5) days of paid Union Training Leave per calendar year, or an aggregate of 10 days over two (2) calendar years, provided that:

- (a) a day of paid time during normal working hours is the number of hours the employee would normally be rostered or required to work on a day on which the employee is absent from work to attend the Union training course or conference;
- (b) the employee must give Scope at least 14 days' written notice before taking Union Training Leave, unless Scope agrees to a shorter period of notice, or the Union has already provided such notice on behalf of the employee;
- (c) if requested by Scope, the employee must provide evidence of attendance at the Union training course or conference, unless this has been provided by the Union;
- (d) the number of employees who may take Union Training Leave under this clause in any given calendar year will not exceed 10 per Union.

11A.7 Branch committee of management

Scope will release an employee on paid time to attend a meeting of a Union's Branch Committee of Management or other elected Union representative body, provided that:

- (a) the employee may be released for a maximum of seven (7) occasions per year; and
- (b) each occasion is no greater than a day; and
- (c) the Union notifies Scope that the employee has been elected to the representative body and provides reasonable evidence to confirm the employee's election to the representative body; and
- (d) the number of employees allowed time release under this clause 11A.7 is one (1) per Union.

11A.8 Union secondment leave

- (a) Where an employee is offered employment by the Union to undertake a short-term secondment, the employee may apply to Scope to be released on leave without pay. Leave may only be refused on reasonable business grounds.
- (b) Where leave is granted the release from duties will not break the employee's continuous service with Scope and will count as service, including for the purpose of calculating long service leave.
- (c) For the purposes of this clause, "short term" means a period of up to, and including, twelve (12) months unless a longer period is agreed between the employee and Scope.

Part 3—Types of Employment and Termination of Employment

12. Types of employment

12.1 Employment categories

- (a) Employees under this Agreement will be employed in one of the following categories:
 - (i) full-time employment;
 - (ii) part-time employment; or
 - (iii) casual employment.
- (b) At the time of engagement, Scope will inform each employee the basis of their employment. Scope may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the respective classification.
- (c) One of the objectives of this Agreement is to facilitate the flexible performance of work by employees across traditional streams such as supported independent living, community participation and support, and centre based group activity. This Agreement covers employees who, prior to the commencement of the Agreement, may have been employed to specialise in a particular practice area. The parties acknowledge that where employees have an existing contract of employment to perform work in a particular practice area, any significant change to their duties may only occur by agreement following reasonable consultation taking into account an employee's skill, competence and training.
- (d) Scope is committed to maximising permanent employment. Permanent part-time employees will be given first right of refusal for any additional hours, taking into account existing operating rosters, client preference, urgency of need and the part time employee's roster, before those additional hours are offered to casual employees or Agency staff.

12.2 Probation Period

Permanent employment with Scope is subject to a probationary period of six (6) months from the date employment starts. The purpose of the probationary period is to allow Scope to assess an employee's suitability for a position and for an employee to decide whether they wish to work for Scope.

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Either Scope or the permanent Employee can terminate employment during the probationary period by giving one week's notice in writing. Scope can choose to pay an employee instead of the employee working some or all of the notice period.

12.3 Full-time employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week.

12.4 Part Time Employment

(a) A part-time employee is one who is engaged to work less than 38 hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.

The objectives of part-time employment are to maximise:

- (i) Job security;
 - (ii) Recruitment and retention of a skilled workforce;
 - (iii) Continuity and responsiveness of care for Scope participants; and
 - (iv) Work/life balance for employees.
- (b) Scope's intent is that part-time employees are generally engaged to work a minimum of 20 hours a fortnight.
- (c) The terms of this Agreement will apply to part-time employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.
- (d) Before commencing employment, Scope and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.
- (e) A part-time employee will be paid a minimum of two (2) hours at the appropriate rate for each engagement.

12.5 Right to Request Review of Part Time Hours

- (a) On employee request, each six (6) months Scope and the employee will review the employee's hours of work.
- (b) If an employee has regularly worked above their contracted hours, they will be offered a new contract with hours that reflect their regular hours of work in the previous six (6) months. To avoid doubt, regular hours of work do not need to have been performed on the same day or at the same time.
- (c) Scope does not need to make an offer under clause 12.5(b) if it is not reasonable to expect the hours will continue to be available (for example, if the hours have been to cover leave of another employee or reflect a temporary work demand with no reasonable expectation of being ongoing).
- (d) The outcome of this review is to be recorded in writing.

12.6 Casual employment

- (a) A casual employee is one who is engaged and paid as such but will not include a part-time or full-time employee.

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- (b) A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by permanent employees.
- (c) Casual employees will be paid a minimum number of two (2) hours, at the appropriate rate, for each engagement.

12.7 Right to request casual conversion

Requests for casual conversion will be managed in accordance with the NES.

13. Termination of employment

13.1 Notice of termination is provided for in the NES.

13.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of Scope except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice Scope may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

13.3 Job search entitlement

Where Scope has given notice of termination to an employee, an employee must be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with Scope.

13.4 Abandonment of employment

The following process will be observed where an employee is absent from work for a continuous period of five (5) of the employee's rostered working days without consent of Scope, and without notifying Scope:

- (a) Scope will take reasonable steps to attempt to contact the employee (including by phone and email). Scope will also make enquiries with the employee's immediate colleagues to ascertain if they have been in contact with the employee.
- (b) If Scope remains unable to make personal contact with the employee, they will attempt to make contact through the employee's nominated emergency contact.
- (c) If Scope continues to be unable to contact the employee after a further two (2) days (or are able to contact the employee, but they fail to formalise their absence after a further two (2) days) and they have not provided written advice of their intentions and they do not return to work, Scope will formally write to the employee requesting that they show cause as to why they should not be terminated for abandonment of employment. This letter will require a response within 14 days and will be sent via available mechanisms (including email and registered post).
- (d) If the employee has not made contact with Scope after 14 days of the delivery of this letter, or fails to formalise their absence by providing written advice of their intentions and does not return to work, the employee will be considered to have abandoned their employment.

- (e) Scope will terminate the employee's employment in line with Clause 13.1.

14. Redundancy

14.1 Redundancy pay is provided for in the NES.

14.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and Scope may, at Scope's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

14.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

14.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee must, at the request of Scope, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 13.3.

14.5 Redeployment process

The procedure for redundancies is as follows:

- (a) Scope identifies positions that may be available.
- (b) Scope makes a definite decision that roles are no longer required.
- (c) Consultation will commence whereby this decision will be communicated to relevant employees and the relevant union(s) if applicable.
- (d) Formal written communication will be provided to employees and their representatives in respect to the reductions of employee numbers and the proposed process.
- (e) Discussions will take place with the identified employees and the union(s) (if applicable), which will include discussions in respect to identification of any redeployment opportunities.
- (f) If there is no suitable redeployment, the employee's position will be made redundant.

The Redeployment Process will be:

- (a) Suitable redeployment opportunities will be offered in the first instance, where positions are identified as surplus.

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- (b) Suitability for appointment to a redeployment position will be based on the employee having the appropriate skills and qualifications or the potential to develop capability with reasonable training.
- (c) Assessment of the employee for redeployment will be made by the relevant Manager in conjunction with People and Culture.
- (d) An employee who is offered a suitable redeployment opportunity who does not accept the position, will not be entitled to a redundancy package.
- (e) Suitable redeployment opportunity means a position at the employee's classification and level.

A redeployment offer is suitable if the contract of employment remains ongoing and:

- (a) Is in within the same skill set as the current position;
- (b) Is a position that the employee is qualified to perform, or otherwise could undertake with reasonable training;
- (c) Has the same classification level and pay as the current position (or is otherwise acceptable to the employee);
- (d) Is a reasonable distance from the employee's current work location or home;
- (e) Has regard to the number of ordinary hours normally worked by the employee; and,
- (f) Takes into account the employee's personal circumstances, including family responsibilities.

If suitable redeployment results in a reduction in the employee's contracted hours, when any additional hours/shifts subsequently become available, the employee will be preferentially offered those additional hours/shifts on an ongoing basis, having regard to the number of ordinary hours worked by the employee prior to the redeployment.

Part 4—Minimum Wages and Related Matters

15. Classifications

15.1 The definitions for the classification levels are contained in Schedule A.

15.2 Scope must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

15.3 Progression

- (a) At the end of each 12 months' continuous employment, an employee will progress from one pay point to the next within a level unless the employee's performance has been rated as not satisfactory and this underperformance has been raised with the employee and documented.
- (b) Movement to a higher classification will only occur by way of promotion or re-classification.

15.4 High Intensity Support

- (a) The parties recognise that participants can require a higher skilled or more experienced employee to deliver some of the supports they receive, particularly participants with complex needs.

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- (b) Practitioners in disability services will generally be classified at Social and Community Services Employee Level 2 (SACS 2).
- (c) The parties recognise that the NDIA makes specific allowances in its *Price Guide* as amended from time to time, for providers to charge participants a higher rate for services that are delivered by higher skilled employees, which match their complexity.
- (d) Where a participant is in receipt of level 2 or 3 supports as per the table below, an employee who is classified at a level below the rate in the table will be paid an allowance when they are delivering these supports.
- (e) The amount of the allowance is the difference between their current classification level and the level in the table below:

Level	Type of Support	SCHADS – SACS (Schedule B) Classification
2	High Intensity	3.1 (or the equivalent)
3	Very High Intensity	4.1 (or the equivalent)

Nothing in this clause prevents an employee from being permanently classified at a level than what their current classification level is, where that descriptor is the best fit for the particular position and work performed.

16. Training and professional development

16.1 The parties agree that high quality training is essential for a skilled, stable and responsive workforce. It is acknowledged that quality training leads to positions that are more rewarding and fulfilling for employees and leads to improved outcomes for clients. The parties also recognise that quality training is an important safeguard against the abuse and neglect of people with disabilities.

- (a) All employees will have a training program that is developed in consultation with the employee within the first 12 months of employment. In circumstances where an employee is allocated to Scope participants that require support and skills that are different to or above the employee's current skill set, the Coordinator and employee will consult on and where appropriate implement training as soon as practicable after identifying the skills deficit.
- (b) Scope commit to delivery of staff training across all services that will enable staff to assist in communication with client groups.
- (c) Whilst this agreement is in operation Scope will provide paid time to undertake and pay the cost of:
 - (i) training required for an employee to comply with minimum statutory requirements;
 - (ii) training undertaken for Scope to comply with funding and quality and safeguarding requirements; and
 - (iii) training undertaken at Scope's discretion.
- (d) Whilst this agreement is in operation the employee will pay the cost of training required for an employee to obtain or maintain professional registration.

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- (e) New employees will work the first two shifts in residential accommodation services in a supernumerary capacity. This includes ongoing employees being transferred to a new residential accommodation house in a permanent capacity, if the employee has not previously worked at that house, with the participants of that house or, with participants with similar needs.

16.2 Study Leave

- (a) All permanent employees and regular long term casual employees on a pro-rata basis are entitled to five (5) days or 38 hours paid study leave per year at the employee's base rate of pay.
- (b) Employees must make an application to Scope for study leave at least four (4) weeks prior to the commencement of the proposed study leave and shall provide details of the proposed course, study/exam times and the relevance of the study to the employee's employment at Scope. Scope shall notify the employee in writing within 10 days of receipt of the application whether or not the application is approved and, if not, provide reasons for the rejection of the application.
- (c) Scope will not unreasonably refuse an employee's request for study leave under this clause where the course of study is relevant to the employee's employment at Scope.
- (d) Study leave can only be taken for the purposes of completing an extended course of study which results in the completion of a recognised formal qualification by the Australian Quality Training Framework, Australian Higher Education Sector or a Registered Training Organisation.
- (e) Study leave can be used to attend examinations.
- (f) Study leave does not accumulate from year to year.
- (g) For the purposes of study leave, 'year' means a calendar year.
- (h) All permanent employees may request to undertake additional unpaid training or professional development relevant to their role.

17. Salary packaging

17.1 All employees covered by this Agreement will have access to salary packaging arrangements as follows:

- (a) By agreement with the employee, the current rate of pay specified in the agreement may be salary packaged in accordance with Scope's policy on salary packaging provided that Scope's policy is consistent with the guidelines published by the Australian Tax Office. The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.
- (b) The employee shall compensate Scope from within their base remuneration, for any Fringe Benefits Tax incurred as a consequence of any salary packaging arrangement the employee has entered into. Where the employee chooses not to pay any of the costs associated with their salary packaging, Scope may cease the employee's salary packaging arrangements.
- (c) In the event that salary packaging ceases to be an advantage to the Employee (including as a result of subsequent changes to *Fringe Benefits Tax Act 1986* (Cth) legislation), the employee may elect to convert the amount packaged to salary. Any

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costs associated with the conversion to salary shall be borne by the employee and Scope shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.

- (d) In the event that changes in legislation, determinations or rulings, particularly in respect of Fringe Benefits Tax exempt status or legislation, remove Scope's capacity to maintain the salary packaging arrangements offered to employees under this Agreement, Scope shall be entitled to withdraw from the remuneration packaging arrangements by giving the maximum reasonable notice practicable to each affected employee, and where possible at least two (2) months prior to the withdrawal taking place.
- (e) The employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll services (as applicable), as varied from time to time.
- (f) Employees who are considering salary packaging ought to seek independent financial advice. Scope shall not be held responsible in any way for the cost or outcome of any such advice and any costs associated with salary packaging shall be paid for by the employee.
- (g) Superannuation contributions paid by Scope into an approved superannuation fund will be calculated on the basis of the rates of pay specified in this Agreement and not on the salary remaining after a component is sacrificed.

18. Minimum weekly wages

- 18.1** Schedule A sets out the wage rates that apply under this Agreement from the first full pay period on or after 1 July 2024 and 1 July 2025.
- 18.2** An equal remuneration order (ERO) applies to employees in the classifications in Schedule B of this Agreement whose employment would previously have been covered by the *Residential and Support Services (Victoria) Award 1999*.
- 18.3** By operation of section 206 of the FW Act, the wage rates that apply under this Agreement will not be less than the base rates of pay for the employees' classifications under the Award, as adjusted on 1 July and/or 1 December (or at any other time) each year.
- 18.4** If, during the nominal term of this Agreement, the level of NDIS funding received by Scope for the services provided by employees covered by the Agreement is increased, the parties agree that they will consult in good faith about the possibility of providing further increases to the wage rates that apply under this Agreement.
- 18.5** Allowances (other than expense related allowances) will be adjusted in accordance with the percentage increase applied by the Fair Work Commission in the Annual Wage Review in the first full pay period on or after July 1 each year.

19. Annualised salary

- 19.1** Annualised salary arrangements will be available to Coordinators.
- 19.2** A Coordinator is expected to work an average 38-hour week, plus reasonable additional hours required to satisfactorily complete the duties and fulfil the responsibilities of their position. A Coordinator's start and finish times will be agreed by the Coordinator and their manager. A full-time Coordinator is generally expected to work an average of two (2) additional hours of overtime (including remote work) per week. Part time Coordinators will receive a pro rata salary.

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- 19.3** The employee will be paid:
- (a) an annualised salary of at least 12.5% or more above the weekly rate prescribed in clause 18—Minimum weekly wages, multiplied by 52 for the work being performed;
 - (b) where the employee is required to be on call Monday to Friday, an annual allowance of \$5,169.52 per annum (pro-rated for part-time employees) in satisfaction of an employee being required to work weekday on call.
- 19.4** The amounts payable under clause 19.3 are in satisfaction of any overtime, penalty rates, shiftwork loadings and/or allowances that would otherwise be payable under this Agreement in addition to the weekly wage (except for amounts separately payable under clause 19.7).
- 19.5** If the employee's hours of work, roster pattern, days worked or classification change sufficiently to warrant a salary adjustment, then the employee's annualised salary will be adjusted accordingly.
- 19.6** The annualised salary is superable and is applicable to annual leave, sick leave and long service leave.
- 19.7** The employee may claim:
- (a) additional payment for authorised overtime (including remote work) performed outside the circumstances contemplated in clause 19.2, provided that overtime (including remote work) will only be payable for work in excess of 40 hours in the week; and
 - (b) where the employee is designated as on call on a weekend or public holiday, payment of on-call allowance in accordance with clause 22.9(b), and payment for authorised overtime (including remote work) working while on call.

For the avoidance of doubt, where an employee is rostered on-call and is required to perform work, this work (including remote work) is taken to be authorised overtime.

- 19.8** The employee's annualised salary arrangement will be reviewed each quarter (three (3) months), to confirm:
- (a) any incremental progression in line with clause 15.3 of this Agreement;
 - (b) the components of the employee's annualised salary (e.g., overtime, leave loading, penalties and allowances where these apply).

Where the quarterly review identifies that the annualised salary amounts paid under clause 19.3 and the additional amounts paid under clause 19.7 over a quarter are less than the total amount the employee would have been entitled to if all Agreement overtime, penalty rates, shiftwork payments and/or allowance obligations had been complied with, Scope will rectify any difference through a payment correction in the following pay period.

The employee will be provided with details of the annualised salary in writing on a quarterly basis.

- 19.9** Employer superannuation contributions by Scope will be based on the employee's annualised salary.

20. Supported wage system

See Schedule C.

21. Accident make up pay

21.1 Entitlement

- (a) Scope shall pay an employee accident makeup pay where the employee sustains an injury for which weekly payment of workers' compensation is payable by or on behalf of Scope pursuant to the provisions of the applicable workers' compensation legislation, as amended from time to time.
- (b) Accident make-up pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the relevant workers' compensation legislation and the employee's base rate of pay.
- (c) Accident make-up pay shall not apply in respect of any injury during the first five (5) normal working days of incapacity.
- (d) Accident make-up pay shall not apply to any incapacity occurring during the first two (2) weeks of employment unless such incapacity continues beyond two (2) weeks, and then, accident make-up pay shall only apply in relation to the incapacity which continues beyond the first two (2) weeks.
- (e) Scope shall pay, or cause to be paid, accident make-up pay during the incapacity of the employee within the meaning of the appropriate workers' compensation legislation.
- (f) The maximum period or aggregate of periods of accident make-up pay to be made by Scope in respect of any single injury shall be a total of 39 weeks.
- (g) Scope is not liable to pay accident make-up pay as prescribed in this clause if the employee is terminated due to serious misconduct.
- (h) In the event that the employee receives a lump sum in redemption of weekly payments under the relevant legislation, the liability of Scope to pay accident make-up pay shall cease from the date of such redemption.

21.2 Notice of injury

An employee upon receiving an injury for which they claim to be entitled to receive accident make up pay shall give notice in writing of the said injury to Scope as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative.

21.3 Medical examination

- (a) To be eligible for accident make-up pay under this clause, an employee shall comply with applicable workers' compensation legislation requirements regarding participation in medical examinations.
- (b) Where, in accordance with the applicable workers' compensation legislation:
 - (i) a medical referee gives a certificate as to the condition of the employee and their fitness for work; or
 - (ii) specifies work for which the employee is fit; and
 - (iii) Scope makes such work available and such work is refused by the employee or the employee fails to commence such work as specified, accident make up pay shall cease to be paid to the employee. In these circumstances payment

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shall cease from the date on which the employee refused or failed to commence work.

21.4 Civil damages claim

- (a) An employee receiving, or who has received, accident make-up pay shall advise Scope of any legal action they may take or has taken for damages. Further, the employee shall, if requested, provide an authority to Scope entitling Scope to a charge upon monies payable pursuant to any judgement or settlement on that action and in an amount equal to that paid by Scope to the employee as accident make up pay.
- (b) Where an employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay, Scope's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by Scope, the employee shall pay to Scope any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

21.5 Variation in compensation rates

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remain unchanged.

21.6 Accrual of annual leave

Annual leave does not accrue during a period where an employee is not at work and is in receipt of weekly payments of workers' compensation.

22. Allowances

A summary of allowances is set out in Schedule AA.

22.1 Adjustment of expense related allowances

- (a) As of the first full pay period on or after July 1 in each year, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Clothing and equipment	Clothing and footwear group allowance
Meal allowances	Take away and fast foods sub-group
Vehicle/travel allowance	Private motoring sub-group

22.2 Clothing and equipment

- (a) Employees are not required by Scope to wear uniforms.
- (b) Scope will provide gloves, masks, protective clothing and safety equipment as required by an employee to properly and safely perform their role. Where an

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employee is required (or permitted) to purchase specialist safety clothing or equipment, Scope will reimburse the employee for the cost of purchasing such special clothing or safety equipment.

22.2A Laundering of clothing

If during any day or shift, the clothing of an employee is soiled in the course of the performance of their duties, the employee will be paid a laundry allowance of \$0.32 cents per shift provided that:

- (a) as soon as reasonably practicable the employee provides notice of the soiling to Scope and, if requested, evidence that would satisfy a reasonable person of the soiling and/or how it occurred; and
- (b) at the time the clothing was soiled the employee had complied with any reasonable requirement of the employer in relation to the wearing of personal protective equipment either provided or paid for by Scope in accordance with clause 22.2(b).

22.3 Meal allowances

- (a) An employee will be supplied with an adequate meal where Scope has adequate cooking and dining facilities or be paid a meal allowance of \$16.20 in addition to any overtime payment as follows:
 - (i) when required to work more than one (1) hour after the usual finishing hour of work or, in the case of shiftworkers, when the overtime work on any shift exceeds one (1) hour; and
 - (ii) provided that where such overtime work exceeds four (4) hours a further meal allowance of \$16.20 will be paid.
- (b) Clause 22.3(a) will not apply when an employee could reasonably return home for a meal within the meal break.

22.4 First aid

First aid training

- (a) Scope will provide employees with appropriate first aid training.

First aid allowance—full-time employees

- (b) A weekly first aid allowance of \$20.00 per week will be paid to a full-time employee where:
 - (i) an employee is required by Scope to hold a current first aid certificate; and
 - (ii) an employee is required by Scope to perform first aid at their workplace. For the purposes of this clause the allowance will be paid to employees who perform first aid in response to unexpected situations involving injury or harm to an employee or a client/customer beyond requirements contained in the client/customer support plan/s.

The provision of first aid means:

- performance of CPR,
- allergic reaction,

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- anaphylaxis,
- bleeding control,
- choking and airway obstruction,
- envenomation, using pressure immobilisation,
- fractures, sprains and strains, using arm slings, roller bandages or other appropriate immobilisation techniques,
- respiratory distress, including asthma, and
- shock.

The provision of the above first aid must be reported to a supervisor and recorded as an incident report.

First aid allowance—casual and part-time employees

- (c) The first aid allowance in clause 22.4(a) will apply to eligible part time and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.

22.5 Travelling, transport and fares

- (a) Where an employee is required and authorised by Scope to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate of \$0.99 per kilometre.
- (b) When an employee is involved in travelling on duty, if Scope cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Scope on production of receipted account(s) or other evidence acceptable to Scope.
- (c) Provided that the employee will not be entitled to reimbursement for expenses referred to in clause 22.5(b) which exceed the mode of transport, meals or the standard of accommodation agreed with Scope for these purposes.
- (d) An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to Scope by the employee.

22.6 Telephone allowance

Where Scope requires an employee to maintain a telephone for work purposes (such as being on call), Scope will either: provide a telephone or pay an employee an allowance of \$10 per month (or part thereof) when the employee is required to maintain a telephone for work purposes.

22.7 Heat allowance

- (a) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to 20 minutes rest after every two (2) hours' work without deduction of pay.
- (b) It will be the responsibility of Scope to ascertain the temperature.

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- (c) The following amounts will be paid to employees employed at their current place of work prior to 8 August 1991, in the prescribed circumstances in addition to any other amounts specified elsewhere in this Agreement. Where an employee works for more than one (1) hour in the shade in places where the temperature is raised by artificial means and:
 - (i) exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius— \$0.60 per hour or part thereof; or
 - (ii) exceeds 46 degrees Celsius— \$0.71 per hour or part thereof.

22.8 Team leader allowance

An employee (other than a Coordinator) appointed by Scope to be a Team Leader will be paid an allowance of 10% of the base rate per hour for performing the role.

22.9 On call allowance

An employee required by Scope to be on call (i.e. available for recall to duty at Scope's or client's premises and/or for remote response duties) will be paid an allowance of:

- (a) \$23.95 in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.
- (b) \$47.43 in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.

23. Police Checks

Scope will reimburse permanent employees for the full cost of a police check renewal every three (3) years.

24. Superannuation

24.1 Superannuation legislation

- (a) The NES and superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of Scope and employees. Under superannuation legislation, individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, superannuation contributions will be made to the employee's existing superannuation account (the stapled superannuation fund). If the employee does not have a stapled superannuation fund, Scope will pay any superannuation contributions to a default fund specified in clause 24.4.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

24.2 Scope contributions

Scope must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid Scope being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

Scope will make superannuation contribution payments for the benefit of an employee on a fortnightly basis.

24.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Scope to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as Scope makes the superannuation contributions provided for in clause 24.2.
- (b) An employee may adjust the amount the employee has authorised Scope to pay from the wages of the employee from the first of the month following the giving of three (3) months' written notice to Scope.
- (c) Scope must pay the amount authorised under clauses 24.3(a) or 24.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 24.3(a) or 24.3(a) was made.

24.4 Superannuation fund

Where an employee does not have a chosen fund or stapled superannuation fund, Scope must make the superannuation contributions provided for in clause 24.2 and pay the amount authorised under clauses 24.3(a) or 24.3(b) to one of the following superannuation funds or its successor:

- (a) HESTA Super Fund;
- (b) Health Super;
- (c) First State Super;
- (d) any superannuation fund to which Scope was making superannuation contributions for the benefit of its employees before date of this Agreement, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
- (e) a superannuation fund or scheme which the employee is a defined benefit member of.

24.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, Scope must also make the superannuation contributions provided for in clause 24.2 and pay the amount authorised under clauses 24.3(a) or 24.3(b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from Scope in accordance with the statutory requirements; and

- (ii) the employee remains employed by Scope.

25. Payment of wages

Wages will be paid fortnightly by electronic funds transfer into the bank or financial institution account nominated by the employee.

Scope is committed to paying the Employee on the payday. Where an Employee does not receive their wages on the payday or identifies there is an underpayment (which is the fault of Scope) of \$50 (gross) or more every effort will be made to process any necessary adjustments within one (1) business day of the employee notifying their immediate manager/payroll of the underpayment and where necessary, being validated by the Employee's immediate manager. Where the correction is less than \$50 (gross), or unless undue hardship exists any necessary adjustment will be made on the following payday.

Part 5—Hours of Work and Related Matters

26. Ordinary hours of work and rostering

26.1 Ordinary hours of work

- (a) The ordinary hours of work will be 38 hours per week or an average of 38 hours per week and will be worked either:
 - (i) in shifts not exceeding eight (8) hours per shift; and
 - (ii) as 38 hours per week, an average of 76 over two (2) weeks or an average 152 hours over four (4) weeks.
- (b) By agreement, the ordinary hours in clause 26.1(a) may be worked up to 12 hours per shift.
- (c) The hours of work in a particular week will not be less than 19 hours for a full time employee, and pro rata of 19 hours based on the weekly contracted hours set by clause 12.4 (d) for a part-time employee.

26.2 Ordinary hours of work

(a) Day worker

The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Sunday.

(b) Shiftworker

A shiftworker is an employee who works shifts in accordance with clause 30— Shiftwork.

26.2A Minimum engagement

Three (3) hour minimum shifts will be rostered where possible.

26.2B Handover and administrative work

An employee is to complete all handover and administrative work on paid time and there is no obligation for an employee to complete handover and/or administrative work on unpaid time.

26.3 Rostered days off

Employees, other than a casual employee, will be free from duty for not less than two (2) consecutive days in each week or four (4) days in each fortnight or eight (8) days in each 28 day cycle. Where necessary, or by mutual agreement, days off may be non-consecutive.

For the purposes of this clause, where an employee works a sleepover, 'day' means a 24 hour period (rather than a calendar day).

26.4 Rest breaks between rostered work

(a) An employee will be allowed a break of not less than 10 hours between the end of one (1) shift or period of work and the start of another; provided that this clause does not apply to day shifts that are worked wholly within the spread of hours set by clause 26.2(a) that are four (4) hours or less duration.

(b) Notwithstanding the provisions of clause 26.4(a), an employee will not be required to have a rest break between:

(i) the end of a shift and the commencement of a shift continuous with the start of a sleepover; or

(ii) a shift commencing after the end of a shift continuous with a sleepover,

on the basis that an employee rostered for sleepover can generally expect to sleep during the sleepover shift and resume duty rested. Where there are multiple disturbances or a lengthy disturbance during a sleepover shift, consultation to ensure fatigue is managed is required.

26.5 Rosters

(a) The ordinary hours of work for each employee and where staff meetings are held will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two (2) weeks before the commencement of the roster period. However, the roster shall be posted at least 28 days before the commencement of the roster period where there is significant change to a roster which has been stable over a significant period of time.

(b) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email or other electronic means.

(c) It is not obligatory for Scope to display any roster of the ordinary hours of work of casual staff.

(d) Scope agrees to consult with the Unions prior to scheduling roster reviews for the purpose of avoiding disputation and ensuring employees can be adequately represented throughout the roster review process.

(e) Scope agrees to develop shift notification processes in consultation with staff and their industrial representatives in accordance with clause 8.

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(f) **Roster patterns**

- (i) When setting rosters, Scope will consider:
 - a) the support requirements in the participant's plan;
 - b) reasonable work/life balance for employees;
 - c) employee's hours of work and their health, safety and welfare;
 - d) shift patterns, including sleepover, in particular in relation to late finishes and early starts;
 - e) adequate rest periods for employees;
 - f) the need to incorporate team meetings and indirect care duties where required;
 - g) employee training.
- (ii) Permanent employee rosters will:
 - a) Avoid more than five (5) consecutive duty shifts (unless six consecutive duty shifts is requested by the employee);
 - b) Avoid split weekends, single days/nights rostered off (unless requested by the employee);
 - c) Provide every second weekend off-duty over the roster cycle (unless requested by the employee).

(g) **Change in roster**

- (i) Seven (7) days' notice will be given of a change in a roster.
- (ii) However, a roster may be altered at any time:
 - a) by agreement between Scope and an employee, provided there is an electronic or paper record of the agreement, or
 - b) to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness, or in an emergency; or
 - c) where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked in such a way that the part-time employee still has four (4) rostered days off in that fortnight.

(h) **Client cancellation**

- (i) Where a client cancels or changes the scheduled service, a full-time or part-time employee may be directed to perform work within the employee's area of skill and competence at the same time without loss of pay.
- (ii) Where Scope cannot provide alternative work within the employee's area of skill and competence, Scope may direct the employee to perform make-up time

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within the following three (3) months and in accordance with the provisions set out below.

- (i) **Make-up time** means time equivalent to the duration of the cancelled scheduled work. Make up time may include work with other clients or in other areas of Scope's disability support business.
 - (i) **When an employee must work make-up time**
 - a) An employee must work make-up time if:
 - (aa) the scheduled work is cancelled no more than seven (7) calendar days prior to the commencement of the scheduled work; and
 - (bb) the employee has been notified of the cancelled shift at least 24 hours prior to the commencement of the scheduled work.
 - b) For the avoidance of doubt, if both clauses are not met, an employee will be paid for the scheduled work.
 - c) If the employee notifies Scope within 48 hours of being notified under clause 26.5(i)(i)(a), that they do not agree to work make-up time within the next three (3) months, the employee will not be paid for the scheduled work and cannot be required to work make up time.
 - (ii) **Rostering make-up time**
 - a) An employee cannot be required to work more than one (1) make-up shift per week unless by mutual agreement in writing.
 - b) If Scope fails to roster the employee to perform make-up time within three (3) months of the client cancellation, Scope cannot direct the employee to perform make-up time.
 - c) Make-up time will be subject to the normal roster rules set out in this clause.
 - (iii) **Payment for make-up time**
 - a) Where 26.5(h)(ii) applies, the employee will receive payment for the cancelled service as if they had worked it (including any applicable penalties or loadings).
 - b) Where an employee has already been paid pursuant to clause 26.5(i)(iii)a), they will not receive further payment for working any make-up time unless clause 26.5(i)(iii)c) applies.
 - c) Where the applicable rate of pay for working the make-up time is higher than the rate of pay the employee received for the cancelled service under 26.5(i)(iii)a), the employee will be paid the difference between the two rates of pay.
 - d) To avoid doubt, if the employee notifies Scope in accordance with clause 26.5(i)(i)d), the employee will not be paid for the cancelled scheduled work.

(iv) **Payment for make-up time**

Scope may only direct an employee to work make-up time at a time and place that is reasonable, and an employee must not unreasonably refuse to work make up time.

26.6 Broken shifts

- (a) A **broken shift** means a shift worked by an employee that includes one (1) or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
- (b) Each attendance within a broken shift will be a minimum of two (2) hours.
- (c) An employee is restricted to a maximum of two (2) attendances within a broken shift unless the employee and Scope agree to increase the number of attendances in a particular shift.
- (d) An employee is entitled to the following allowances when working a broken shift:
 - (i) a broken shift comprising two (2) attendances with one (1) unpaid break, an allowance of \$20.36 per broken shift;
 - (ii) a broken shift comprising three (3) or more attendances with two (2) or more unpaid breaks, an allowance of \$26.95, per broken shift.
- (e) Travel time between attendances that occur at different locations must be included and paid as part of the duration of an attendance.
- (f) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 30—Shiftwork, with shift allowances being determined by the finishing time of the broken shift.
- (g) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (h) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

26.7 Sleepovers

- (a) A sleepover means when Scope requires an employee to sleep overnight at premises where the client for whom the employee is responsible is located (including respite care) and is not an excursion pursuant to clause 26.8.
- (b) The provisions of clause 26.5 apply for a sleepover. An employee may refuse a sleepover in the circumstances contemplated in clause 26.5(g)(i) but only with reasonable cause.
- (c) The span for a sleepover will be a continuous period of eight (8) hours. Employees will be provided with a separate room with a bed and clean linen, use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.
- (d) The employee will be entitled to a sleepover allowance of \$110.00 for each night on which they sleep over. This payment shall be deemed to provide compensation for the sleepover and also includes compensation for all work necessarily undertaken by an employee up to a total of one (1) hour's duration.

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- (e) Where work is required to be undertaken during a sleepover period exceeds one (1) hour, payment will be made at the prescribed overtime rate for the duration of the work.
- (f) Scope may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least four (4) hours' work for at least one of these periods of work. The payment prescribed by clause 26.7(d) will be in addition to the minimum payment prescribed by this subclause.
- (g) The dispute resolution procedure in clause 10 of this Agreement applies to the sleepover provisions.

26.8 Excursions

Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:

- (a) **Monday to Friday excursions**
 - (i) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - (ii) Scope and employee may agree to accrual of time instead of overtime payment for all other hours.
 - (iii) Payment of sleepover allowance in accordance with the provision of clause 26.7.
- (b) **Weekend excursions**

Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two (2) week cycle, including that weekend, will not exceed 10 days.

27. Saturday and Sunday work

- (a) Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half (150%), and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time (200%).
- (b) Casual employees who work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half (175%), and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time (225%).
- (c) The extra rates payable under this clause 27 will be in substitution for and not cumulative upon the shift premiums prescribed in clause 30—Shiftwork, and are not applicable to overtime hours worked on a Saturday or a Sunday.

28. Breaks

28.1 Meal breaks

- (a) Each employee who works in excess of five (5) hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.
- (b) Where an employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.
- (c) Where an employee is required by Scope to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and subclause 28.1(a) does not apply. This paid meal period is to be counted as time worked.

28.2 Tea breaks

- (a) Every employee will be entitled to a paid 10 minute client free tea break in each four (4) hours worked at a time to be agreed between Scope and employee.
- (b) Tea breaks will count as time worked.

29. Overtime and penalty rates

29.1 Overtime rates

(a) Full-time employees

A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day:

- (i) for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half (150%) for the first two (2) hours and double time (200%) thereafter;
- (ii) for all authorised overtime on a Sunday, payment will be made at the rate of double time (200%);
- (iii) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half (250%); and
- (iv) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 30 - Shiftwork and Saturday and Sunday work premiums prescribed in clause 27 - Saturday and Sunday work.

(b) Part-time employees and casual employees

- (i) All time worked by part-time or casual employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half (150%) for the first two (2) hours and double time (200%) thereafter, except that on Sundays such overtime will be paid for at the rate of double time (200%) and on public holidays at the rate of double time and a half (250%).
- (ii) All time worked by part-time or casual employees which exceeds the maximum ordinary daily hours as determined in clause 26.1(b), will be paid at the rate of time and a half (150%) for the first two (2) hours and double time (200%) thereafter, except on Sundays when overtime will be paid for at the rate of

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double time (200%), and on public holidays at the rate of double time and a half (250%).

- (iii) Time worked up to the hours prescribed in clause 29.1(b)(i) will, subject to clause 29.1(b)(ii), not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).
- (iv) Overtime rates payable under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 30—Shiftwork, and are not applicable to ordinary hours worked on a Saturday or a Sunday.

29.2 Time off instead of payment for overtime

- (a) An employee and Scope may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 29.2.
- (c) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 29.2 an employee who worked two (2) overtime hours is entitled to two (2) hours' time off.

- (d) Time off must be taken:
 - (i) within the period of three (3) months after the overtime is worked; and
 - (ii) at a time or times within that period of three (3) months agreed by the employee and Scope.
- (e) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 29.2 but not taken as time off, Scope must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- (f) If time off for overtime that has been worked is not taken within the period of three (3) months mentioned in paragraph 29.2(d), Scope must pay the employee for the overtime, in the next pay period following those three (3) months, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- (g) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 29.2 applies has not been taken, Scope must pay the employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

29.3 Rest period after overtime

- (a) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime

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until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

- (b) If, on the instructions of Scope, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

29.4 Recall to work overtime

An employee recalled to work overtime after leaving Scope's or client's premises and requested by Scope to attend a workplace to perform such overtime work will be paid for a minimum of two (2) hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than two (2) hours the employee will be released from duty.

For clarity, this clause 29.4 applies to, but is not limited to, occasions when an employee who is on call is recalled to attend a workplace during a period in which they are required by Scope to be on call.

29.5 Remote work

- (a) This clause applies where an employee is required by Scope to perform remote work.
- (b) For the purpose of this clause, **remote work** means the performance of work by an employee at the direction of, or with the authorisation of, Scope that is:
 - (i) not part of their ordinary hours of work rostered in accordance with clause 26.5 (or, in the case of casual employees, not a designated shift); and
 - (ii) not additional hours worked by a part-time employee under clause 29.1(b)(iii) or 12.4(d) or overtime contiguous with a rostered shift; and
 - (iii) not required to be performed at a designated workplace.
- (c) **Minimum payments for remote work**
 - (i) Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:
 - A. where the employee is on call between 6.00 am and 10.00 pm—a minimum payment of 15 minutes' pay;
 - B. where the employee is on call between 10.00 pm and 6.00 am—a minimum payment of 30 minutes' pay;
 - C. where the employee is not on call—a minimum payment of one (1) hour's pay;
 - D. where the remote work involves participating in staff meetings or staff training remotely—a minimum payment of one (1) hour's pay.
 - (ii) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
 - (iii) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed

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within the applicable minimum payment period, only one minimum payment period is triggered.

(d) **Rates of pay for remote work**

- (i) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:
 - A. Remote work performed outside the span of 6am to 8pm will be paid at the rate of 150% of the minimum hourly rate for the first two (2) hours and 200% of the minimum hourly rate thereafter or, in the case of casual employees, at 175% of the minimum hourly rate for the first two (2) hours and 225% of the minimum hourly rate thereafter;
 - B. Remote work performed in excess of 38 hours per week or 76 hours per fortnight will be paid at the applicable overtime rate prescribed in clause 29.1;
 - C. Remote work performed in excess of 10 hours per day will be paid at the rate of 150% of the minimum hourly rate for the first two (2) hours and 200% of the minimum hourly rate thereafter or in the case of casual employees, 175% of the minimum hourly rate for the first 2 (2) hours and 225% of the minimum hourly rate thereafter;
 - D. Remote work performed on a Saturday will be paid at the rate of 150% of the minimum hourly rate or, in the case of casual employees, 175% of the minimum hourly rate;
 - E. Remote work performed on a Sunday, it will be paid at the rate of 200% of the minimum hourly rate or, in the case of casual employees, 225% of the minimum hourly rate;
 - F. Remote work performed on a public holiday will be paid at the rate of 250% of the minimum hourly rate or, in the case of casual employees, 275% of the minimum hourly rate.
- (ii) The rates of pay in clause 29.5(d)(i) above are in substitution for and not cumulative upon the rates prescribed in clauses 27—Saturday and Sunday work, 29—Overtime and penalty rates, 30—Shiftwork and 36—Public holidays.

(e) **Other requirements**

An employee who performs remote work must maintain and provide to Scope a time sheet or other record acceptable to Scope specifying the time at which they commenced and concluded performing any remote work and a description of the work that was undertaken. Such records must be provided to Scope within a reasonable period of time after the remote work is performed.

29.6 Rest break during overtime

- (a) An employee recalled to work overtime after leaving Scope's or client's premises and who is required to work for more than four (4) hours will be allowed a 20 minute meal break and a further 20 minute meal break after each subsequent four (4) hours' overtime; all such time will be counted as time worked.

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- (b) The meals referred to in clause 29.6(a) will be allowed to the employee free of charge. Where Scope is unable to provide such meals, a meal allowance, as prescribed in clause 22.3, will be paid to the employee concerned.

30. Shiftwork

30.1 Engagement in shiftwork

Where Scope wishes to engage an employee in shiftwork, Scope will advise the employee in writing, specifying the period over which the shift is ordinarily worked.

30.2 Shift Definitions

- (c) Afternoon shift means any shift that finishes after 6pm and at or before 8pm that is worked by an employee that was employed at Scope immediately prior to the approval of the Agreement.
- (d) Evening shift means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
- (e) Night shift means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
- (f) A public holiday shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

30.3 Loadings for shiftwork

- (a) An employee who works an afternoon shift shall be paid a 10% loading of their base rate for the whole of such shift.
- (b) An employee who works an evening shift will be paid a loading of 12.5% of their base rate of pay for the whole of such shift.
- (c) An employee who works a night shift will be paid a loading of 15% of their base rate of pay for the whole of such shift.
- (d) An employee who works a public holiday shift will be paid a loading of 150% of their base rate of pay for that part of such shift which is on the public holiday.

- 30.4 Shifts are to be worked in one (1) continuous block of hours that may include meal breaks and sleepover.

31. Higher duties

Employees who are called upon to perform the duties of another employee in a higher classification under this Agreement for a period of five (5) consecutive working days or more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee so relieved.

Part 6—Leave and Public Holidays

32. Annual leave

- 32.1 Annual leave is provided for in the NES. This clause contains additional provisions.

32.2 Quantum of leave

For the purpose of the NES, a shiftworker is an employee who works for four (4) or more ordinary hours on 10 or more weekends during the yearly period in respect of which their

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annual leave accrues and is entitled to an additional week's annual leave on the same terms and conditions.

32.3 Annual leave loading

- a. In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.
- b. Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - i. an annual leave loading of 17.5% of their ordinary rate of pay; or
 - ii. the weekend, and shift penalties the employee would have received had they not been on leave during the relevant period.

32.4 Taking annual leave

Scope will consider requests by employees to take annual leave in a responsive, fair and equitable manner, taking into account business requirements.

32.5 Annual leave in advance

- (a) Scope and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by Scope and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 32.5 is set out at Schedule D. There is no requirement to use the form of agreement set out at Schedule D.

- (c) Scope must keep a copy of any agreement under clause 32.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 0 Scope may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

32.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 32.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 32.6.
- (c) Scope and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 32.6 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and

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- (ii) the date on which the payment is to be made.
- (e) An agreement under clause 32.6 must be signed by Scope and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two (2) weeks.
- (i) Scope must keep a copy of any agreement under clause 32.6 as an employee record.

Note: An example of the type of agreement required by clause 32.6 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

32.7 Excessive leave accruals: general provision

Note: Clauses 32.7 to 32.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than eight (8) weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 32.2).
- (b) If an employee has an excessive leave accrual, Scope or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 32.8 sets out how Scope may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 32.9 sets out how an employee who has an excessive leave accrual may require Scope to grant paid annual leave requested by the employee.

32.8 Excessive leave accruals: direction by Scope that leave be taken

- (a) If Scope has genuinely tried to reach agreement with an employee under clause 32.7(b) but agreement is not reached (including because the employee refuses to confer), Scope may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Scope under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks when any other paid annual leave arrangements (whether made under clause 32.7, 32.8 or 32.9 or otherwise agreed by Scope and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one (1) week; and

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- (iii) must not require the employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Scope and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
 - (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect.

32.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with Scope under clause 32.7(b) but agreement is not reached (including because Scope refuses to confer), the employee may give a written notice to Scope requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to Scope under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than six (6) months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 32.8(a) that, when any other paid annual leave arrangements (whether made under clause 32.7, 32.8 or 32.9 or otherwise agreed by Scope and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than six (6) weeks when any other paid annual leave arrangements (whether made under clause 32.7, 32.8 or 32.9 or otherwise agreed by Scope and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one (1) week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by Scope and employee.
- (d) An employee is not entitled to request by a notice under clause 32.9(a) more than four (4) weeks' paid annual leave (or five (5) weeks' paid annual leave for a shiftworker, as defined by clause 32.2) in any period of 12 months.
- (e) Scope must grant paid annual leave requested by a notice under clause 32.9(a).

32.10 Close down

- 32.10.1 Scope may, for operational reasons, wish to either close down or have reduced activity at certain times of the year, for example the Christmas and New Year period.
- 32.10.2 If Scope intends to have a close down or a low activity period in a given period (close down period), Scope will consult with affected Employees to see if agreement on a leave plan can be reached with employees to cover the close down period.
- 32.10.3 If agreement on a leave plan cannot be reached with sufficient employees to cover the close down period, Scope may direct affected employees to take up to five (5) working days of annual leave (pro rata for part-time employees) during the close down period (leave direction), subject to the following:
- (a) each employee can only be given one direction to take annual leave per calendar year;
 - (b) Scope must give the employee at least six (6) weeks' notice of the requirement to take annual leave (in the case of any employee who commences employment after notice has been given, notice must be given to that employee on the date they are offered employment); and.
- 32.10.4 In giving a direction to employees under this clause 32.10 and in determining the number of leave days an employee is required to take pursuant to a leave direction, Scope will have regard to:
- (a) an employee's accrued leave balance;
 - (b) the needs of Scope and its clients;
 - (c) the notice (if any) given by Scope of the close down period;
 - (d) the employee's personal circumstances, including family responsibilities; and
 - (e) the nature of the employee's role and level of responsibility.
- 32.10.5 Where an employee has been given a leave direction pursuant to clause 32.10.3 and the employee has:
- (a) accrued sufficient annual leave to cover the full period covered by the leave direction, the employee must either:
 - (i) take paid annual leave; or
 - (ii) make a request in accordance with clause 32.10.6.
 - (b) not accrued sufficient annual leave to cover the full period covered by the leave direction, the employee may either:
 - (i) take annual leave in advance in accordance with clause 32.5; or
 - (ii) make a request in accordance with clause 32.10.6.
- 32.10.6 An employee may make a request to:
- (a) utilise another form of paid leave;
 - (b) utilise unpaid leave;
 - (c) take annual leave in advance, where they have not accrued sufficient annual leave to cover the closedown period; or

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- (d) continue working during the period, in which case Scope will use its best endeavours to identify and offer suitable alternative work in another area of Scope within a reasonable travel distance, subject to operational considerations.

32.10.7 Scope is not to unreasonably deny any of these requests. Where a request is refused, Scope will give reasons. Any dispute about the refusal of a request/these provisions is to be resolved via the dispute resolution procedure in the agreement.

32.10.8 When providing notice to employees of the closedown, Scope is to inform employees of their right to request the above alternative arrangements.

32.10.9 Directions to take annual leave for closedown periods or low activity periods are not to occur outside of these provisions.

32.10.10 Public holidays that fall within the period of close down will not count as a day of annual leave or leave without pay. Employees will be paid for any absence on such days in accordance with the NES.

33. Personal/carer's leave

33.1 Personal/carer's leave is provided for in the NES. This clause contains additional provisions.

33.2 When personal/carer's leave may be taken

Personal/carer's leave under this clause may be taken by an employee for any of the following reasons:

- a. Sick leave – personal illness or injury (including pregnancy-related illness);
- b. Carer's leave – to provide care and support to an employee's immediate family or household;
- c. A need associated with a chronic health condition or reproductive health matter;
- d. To attend or undergo essential gender affirmation or transition appointments or procedures; or
- e. To attend an appointment with a health professional or pre-natal appointment that cannot reasonably be arranged in non-working time (including in part-days).

33.3 Amount of paid personal/carer's leave

- (a) An employee (other than a casual employee) is entitled to 15 days' personal/carer's leave per annum provided that an employee who was employed prior to the commencement of this Agreement and who had an entitlement to more than 15 days' paid personal/carer's leave per annum will retain that entitlement.
- (b) An employee's personal/carer's leave entitlement accrues progressively during a year of service and any unused personal/carer's leave will accumulate from year to year.

33.4 Evidence requirements

- (a) An employee shall be required to provide evidence that they were absent from work for a reason that personal/carer's leave may be taken under this clause if requested by Scope. Evidence for the purposes of this clause may be a medical certificate or a statutory declaration.
- (b) Notwithstanding paragraph (a), an employee will be entitled to up to five (5) single day absences per annum without being required to provide evidence for personal/carer's leave, unless the absence was on a day immediately preceding or following a weekend day, rostered day off or public holiday.

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- (c) Additional provisions – chronic health conditions and reproductive health matters:
 - (i) An employee who has a chronic health condition or reproductive health matter may provide Scope with annual certification from a registered health practitioner in lieu of the evidence requirements outlined at sub-clauses (a) to (b) above, for absences relating to that condition or matter for a period of 12 months.
 - (ii) The annual certification, which may be in the form of a letter, shall be provided to the employee's manager and must be renewed every 12 months.
 - (iii) For the purposes of this clause, reproductive health matter has the same meaning as in clause 33B.1(a) of this Agreement.

33A. Compassionate leave

- (a) Compassionate leave is provided for in the NES. This clause contains additional provisions.
- (b) An employee (other than a casual employee) is entitled to three (3) days paid compassionate leave on each permissible occasion the employee is entitled compassionate leave in accordance with the NES, which can be taken as single days or in multiple days.
- (c) An employee (other than a casual employee) may use up to five (5) days' of their accrued personal/carer's leave as additional compassionate leave if agreed by Scope.
- (d) Casual employees are entitled to unpaid compassionate leave.

33B. Reproductive health leave

33B.1 Reproductive health

- (a) Reproductive health matter means menstruation, perimenopause, menopause, polycystic ovarian syndrome, endometriosis, in vitro fertilisation (IVF) and other forms of assisted reproductive health services (for example, intrauterine insemination or hormone injections/replacements), vasectomy, hysterectomy and terminations, or any other conditions that cause excessive pain or excessive bleeding.

33B.2 Amount of reproductive health leave

- (a) An employee (other than a casual employee) experiencing a reproductive health matter which require specialist medical intervention, is entitled to up to 12 days per annum of paid reproductive health leave for the purpose of attending and recovering from speciality appointments and treatments, in addition to any paid personal/carer's leave entitlements.
- (b) Leave under this clause does not accumulate from year to year.

33B.3 Evidence requirements

A medical certificate from the treating specialist stating the purpose of the leave was to attend and/or recover from an appointment related to facilitating reproduction will constitute evidence for the purpose of accessing this leave.

33B.4 Flexible working arrangements

This clause supplements the entitlement to request flexible work arrangements pursuant to clause 7 of this Agreement.

33C. Pregnancy loss leave

- 33C.1 An employee is entitled to five (5) days pregnancy loss leave at full pay for each occasion when:
- (c) an employee has been pregnant; and
 - (d) the pregnancy ends after any period of gestation otherwise than by the birth of a living child.
- 33C.2 An employee who is the partner of a person who:
- (a) has been pregnant; and
 - (b) the pregnancy ends after any period of gestation otherwise than by the birth of a living child.
- Is entitled to two (2) days of pregnancy loss leave at full pay for each occasion.
- 33C.3 An employee who is entitled to a period of pregnancy loss leave for each occasion is entitled to take the leave as:
- (a) a single, unbroken period; of
 - (b) separate periods of one (1) day each; or
 - (c) any separate periods to which the employee and Scope agree.
- 33C.4 Leave under this clause does not accumulate from year to year.

Family violence leave

34.1 General Principles

- f. Scope recognises that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. Therefore, Scope is committed to providing support to staff that experience family violence.
- g. Understanding the traumatic nature of family and domestic violence, Scope will support their employees if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence. An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

34.2 Definition of family and domestic violence leave

- (a) For the purpose of this clause, family and domestic violence is violent, threatening or other abusive behaviour by a close relative of an employee, a member of an employee's household, or a current or former intimate partner of an employee, that:
 - (i) seeks to coerce or control the employee; and
 - (ii) causes the employee harm or to be fearful.
- (b) A close relative of the employee is a person who:
 - (i) is a member of the employee's immediate family; or

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- (ii) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

34.3 Paid family and domestic violence leave

- (a) An employee, including a casual employee, is entitled to up to 20 days of paid family and domestic violence leave in a 12-month period.
- (b) Paid family and domestic violence leave:
 - (i) is available in full at the start of each 12-month period of the employee's employment; and
 - (ii) is paid at the employee's full rate of pay; and
 - (iii) does not accumulate from year to year; and
 - (iv) is not paid out on termination of employment.
 - (v) An employee may take paid family and domestic violence leave if they are experiencing family and domestic violence and they need to do something to deal with the impact of the family and domestic violence, including but not limited to, attending legal proceedings, counselling, appointments with a medical or legal practitioner, and relocation and safety activities directly associated with alleviating the effects of family and domestic violence.
- (c) In addition, an employee, including a casual employee, who provides support to a person experiencing family and domestic violence is entitled to access family and domestic leave for the purpose of:
 - (i) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (ii) assisting with relocation or other safety arrangements; or
 - (iii) other activities associated with the family and domestic violence including caring for children.
- (d) Paid family and domestic violence leave are in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

34.4 Unpaid family and domestic violence leave

Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave for the same activities for which paid leave would be available. Such a request will not be unreasonably denied.

34.5 Notice and evidence requirements

- (a) To access paid and unpaid leave, where requested, the employee will provide Scope with evidence that would satisfy a reasonable person, substantiating the purpose(s) of the leave and that the leave is related to alleviating the effects of family and domestic violence. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a social worker, a lawyer, a financial institution, an accountant; or a statutory declaration.
- (b) In collecting evidence in support of a leave application, Scope only requires evidence that would satisfy a reasonable employer that:

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- (i) the employee is experiencing family and domestic violence; and
 - (ii) the leave is taken to allow the employee to do something to deal with the impact of the family and domestic violence; and
 - (iii) it is impractical for the employee to do that thing outside the employee's workhours.
- (c) Scope will not request significant detail related to the precise circumstances of the family and domestic violence.

34.6 Confidentiality

- (a) Scope must ensure that any personal information provided by the employee to Scope concerning an employee's experience of family and domestic violence is kept confidential.
- (b) Scope will not, other than with the consent of the employee, use such information for a purpose other than satisfying itself in relation to the employee's entitlement to leave.
- (c) Information concerning an employee's experience of family and domestic violence will not be kept on an employee's personnel file. Scope will inform the employee that the file will be stored confidentiality for a period of seven (7) years. At that time the employee may request the file be deleted. The employee may also request Scope maintain the file which they may access for use in any legal matter they might engage in.
- (d) At no time will family and domestic violence leave be indicated on pay slips or pay advice documentation. In particular, the pay slip of an affected employee must not include:
 - (i) A statement that an amount paid to, or foregone by, the employee is a payment in respect of paid family and domestic violence leave;
 - (ii) A statement that a period of leave taken by the employee has been taken as a period of family and domestic violence leave; or
 - (iii) The balance of an employee's entitlement to paid family and domestic violence leave.
- (e) Nothing in this subclause prevents Scope from dealing with information provided by an employee if doing so is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

34.7 Contact person

- (a) Scope will nominate a contact person to provide support for employees experiencing family and domestic violence and will notify employees of the name of the nominated contact person. The nominated contact person must be appropriately trained in relation to family and domestic violence and privacy issues relevant to the workplace.
- (b) Where requested by an employee, the contact person will liaise with the employee's supervisor on the employee's behalf and will make a recommendation on the most appropriate form of support.
- (c) An employee experiencing family and domestic violence may raise the issue with the nominated contact person, their immediate supervisor, a Health and Safety Representative (HSR) or a HWU or HACSU delegate.

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- (d) Health and Safety Representatives and union delegates will be provided paid time off work for appropriate training in supporting employees at the workplace who are experiencing family violence.

34.8 Individual support

- (a) In order to provide support to an employee experiencing family and domestic violence or an employee providing care or support to a member of their immediate family or household who is experiencing family and domestic violence, Scope will approve any reasonable request from an employee for:
 - (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment within Scope;
 - (iv) a change to their telephone number or email address to avoid harassing contact; or
 - (v) any other appropriate measure including those available under flexible work arrangements.
- (b) Any changes made to an employee's role under clause 34.8(a) should be reviewed at agreed periods. When an employee no longer requires the changes made under clause 34.8(a), the terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position.
- (c) An employee that discloses to the nominated contact person or their supervisor that they are experiencing family and domestic violence will be offered:
 - (i) through the Employee Assistance Program (EAP); and
 - (ii) a resource pack containing information in relation to external support agencies, referral services and other local employee support resources.
- (d) Scope will develop guidelines to supplement this clause which detail the appropriate action to be taken in the event that an employee reports family and domestic violence.

35. Community service leave

Community service leave is provided for in the NES.

36. Public holidays

36.1 Public holidays are provided for in the NES. This clause contains additional provisions.

36.2 Payment for working on a public holiday

- a. An employee required to work on a public holiday will be paid double time and a half (250%) of their ordinary rate of pay for all time worked. A casual employee required to work on a public holiday will be paid 275% of their ordinary rate of pay for all time worked.
- b. Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

37. Ceremonial leave

An employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of Scope.

38. Parental leave

- a. Employees are entitled to all of the rights and entitlements to parental leave set out in the National Employment Standards (NES) as if those provisions formed part of this Agreement, as amended from time to time.
- b. Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- c. **Definitions:**
 - i. For the purpose of this clause an eligible casual means a casual employee employed by Scope on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
 - ii. For the purposes of this clause, continuous service is work for Scope on a regular and systematic basis (including any period of authorised leave or absence).

38.1 Paid Parental Leave

Paid Parental Leave is available to eligible employees in accordance with clauses 38.2 and 38.3 in the following circumstances:

- (a) for each birth;
- (b) where a pregnancy terminates at or after the completion of 20 weeks' gestation; and
- (c) where an employee gives birth to a child who subsequently dies.

Paid Parental Leave is provided in addition to any entitlement an employee may have to paid parental leave under the Australian Government's Paid Parental Leave scheme.

38.2 Paid Parental Leave: Primary Care Giver

An employee who is:

- (a) a full-time or part time employee or eligible casual who has been employed by Scope on a regular and systematic basis for a minimum of 12 months immediately before taking parental leave; and
- (b) taking parental leave in connection with the birth or adoption of a child; and
- (c) the primary care giver of the child (regardless of whether the employee is single, married, in a de facto or same-sex couple, former spouse or former de facto spouse),

Shall be entitled to:

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- (a) be paid at the employee's base rate of pay during 14 weeks of their parental leave ("Paid Parental Leave"); and
- (b) where requested the 14 weeks parental leave may be taken as 28 weeks at half pay or any part to be taken at half-pay for a period equal to twice the period to which the employee would otherwise be entitled; and
- (c) a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child.

Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- (a) in the case of paid secondary care giver leave an employee shall be entitled to up to two (2) weeks, pro rata for part time employees, (which need not be taken consecutively) which may be commenced one (1) week prior to the expected date of birth; and
- (b) in the case of short adoption leave for the secondary care giver, two (2) weeks paid leave and up to two (2) weeks unpaid leave which may be commenced at the time of placement.

The leave described in this clause can be taken at any stage up to six (6) weeks prior to the expected date of birth but must not start later than the date of birth of the child. In the case of adoption placement of a child under the age of 16 parental leave must start on the date of placement of that child. The child must not have lived continuously with the primary carer for six (6) months or more before application for Paid Parental Leave. The leave must be taken in a single continuous period.

38.3 Paid Parental Leave: Secondary Care Giver

An employee who is the non-primary care giver of a newly born or adopted child shall be entitled to take up to two (2) weeks paid leave at (or near) the time of the birth or adoption paid at the employee's base rate of pay.

38.4 Adoption Leave

In addition to the provisions in clause 38.2, an employee seeking to take paid parental leave for the purposes of adoption:

- (a) shall be required to provide Scope with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body;
- (b) must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day; and
- (c) is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and Scope shall agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two (2) days unpaid leave.

38.5 Unpaid Parental Leave

- (a) An employee who does not satisfy the qualifying service requirement for the paid components of paid parental leave, or an employee who is not an eligible casual employee, but wishes to take leave due to the birth of a child of the employee or their

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spouse or de-facto partner or placement of a child for adoption, and has or will have a responsibility for the care of the child, shall be entitled to leave without pay for a period not exceeding 52 weeks.

- (b) An employee will still be entitled to unpaid parental leave if they meet the above requirements and the child is stillborn (as defined in the NES). Unpaid parental leave does not extend any entitlement to unpaid parental leave under the NES (ie, this leave supplements the entitlement under the NES).
- (c) Scope must not fail to re-engage a casual employee because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.
- (d) The rights of Scope in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

38.6 Special Parental Leave

- (a) Where the pregnancy of an employee not then on parental leave ends after a period of gestation of at least 12 weeks otherwise than by the birth of a living child and the child is not stillborn (as defined in the NES), then the employee may take unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an employee is suffering from an illness not related to the direct consequences of the pregnancy, an employee may take any paid personal leave to which they are entitled in lieu of special parental leave.
- (c) Where an employee not then on parental leave suffers illness related to their pregnancy, they may take any paid personal leave to which they are then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before their return to work.
- (d) The employee will not be in breach of this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

38.7 Variation of Period of Parental Leave

Unless agreed otherwise between Scope and the employee, where an employee takes leave under clause 38.2, an employee may apply to Scope to change the period of parental leave on one occasion. Any such change must be notified in writing at least four (4) weeks prior to the commencement of the changed arrangements.

38.8 Parental Leave and Other Entitlements

An employee may in lieu of, or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

38.9 Transfer to a Safe Job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work during a stated period (risk period), the employee will, if an appropriate safe job is available, be transferred to a safe job with no other change to

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the employee's terms and conditions of employment for the risk period or until the commencement of parental leave.

- (b) An appropriate safe job is a safe job that has:
 - (i) the same ordinary hours of work as the employee's present position; or
 - (ii) a different number of ordinary hours agreed to by the employee.
- (c) If the employee is transferred to an appropriate safe job for the risk period, Scope must pay the employee for the safe job at the employee's full rate of pay (for the position they were in before the transfer) for the hours that they work in the risk period.
- (d) Without limiting clause 38.9(a), Scope may require the evidence to be a medical certificate.
- (e) If there is no appropriate safe job available, the employee is entitled to take paid no safe job leave for the risk period.
- (f) If the employees' pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

38.10 Returning to Work after a Period of Parental Leave

- (a) An employee will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.
- (b) Subject to clause 38.10(c) below, an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 38.9 above hereof, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

38.11 Right to request

- (a) An employee entitled to parental leave pursuant to the provisions of clause 38.2 may, in addition to the entitlement to vary under clause 38.7, request Scope to allow the employee to:
 - (i) extend the period of unpaid parental leave provided for in clause 38.5 by a further continuous period of leave not exceeding 24 months;
 - (ii) return from a period of parental leave or adoption leave on a part time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.
- (b) Where an employee wishes to make a request under clause 38.11(a), such a request must be made as soon as possible, but not less than four (4) weeks before the employee is due to return to work from parental leave.
- (c) Scope shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the

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workplace or Scope's business. Such grounds may include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (d) The employee's request and Scope's decision and reasons made under this clause must be recorded in writing.
- (e) Examples of flexible working arrangements include:
 - (i) changes in hours of work for example changes to start and finish times; and/or
 - (ii) changes in patterns of work for example split shifts or job sharing; and/or
 - (iii) request to work part time with an ability to return to previous full time role at an agreed future date; and/or
 - (iv) a change in location of work for example working from home.
- (f) **Eligibility**

An employee may make a request if:

- (i) for a casual employee—the employee is an eligible casual employee of Scope immediately before making the request;
- (ii) for all other employee's —the employee has completed at least 12 months of continuous service with Scope immediately before making the request.

- (g) **Formal Requirements**

- (i) The employee's request must be provided in writing at least four (4) weeks prior to the commencement of any change, set out details of the change sought and of the reasons for the change;
- (ii) Scope must give the employee a written response to the request within 14 days stating whether Scope grants or refuses the request.

- (h) **Refusing the request**

- (i) If Scope refuses the request, the written response under 38.11(g)(ii) must include details of the reasons for the refusal.
- (ii) Scope may refuse the request only on reasonable business grounds.
- (iii) Without limiting what are reasonable business grounds for the purposes of 38.11(h)(ii), reasonable business grounds include the following:
 - a) that the new working arrangements requested by the employee would be too costly for Scope;
 - b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee; that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - c) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity; or

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- d) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

38.12 Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) Before Scope engages a replacement employee Scope must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

38.13 Communication during Parental Leave

- (a) Where an employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace, Scope shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform Scope about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.

38.14 Keeping in touch days

- (a) Any keeping in touch day(s) shall be paid at an employee's full rate of pay.
- (b) This clause does not prevent an employee from performing work for Scope on a keeping in touch day while they are taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- (c) A day on which the employee performs work for Scope during the period of leave is a keeping in touch day if:
 - (i) the purpose of performing the work is to enable the employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave; and
 - (ii) both the employee and Scope consent to the employee performing work for Scope on that day;
 - (iii) and the day is not within:
 - a) if the employee suggested or requested that they perform work for Scope on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
 - b) otherwise — 42 days after the date of birth, or day of placement, of the child; and

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- (iv) the employee has not already performed work for Scope on 10 days during the period of leave that were keeping in touch days. The duration of the work the employee performs on that day is not relevant for the purposes of this clause.
- (d) The employee's decision whether to give the consent mentioned in clause 38.14(c)(ii) is taken, for the purposes of section 344 of the Act (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the National Employment Standards.
- (e) For the purposes of clause 38.14(c)(iv), treat as two (2) separate periods of unpaid parental leave:
 - (i) a period of unpaid parental leave taken during the employee's available parental leave period; and
 - (ii) a period of unpaid parental leave taken as an extension of the leave referred to in clause 38.14(e)(i) for a further period immediately following the end of the available parental leave period.
- (f) Unpaid parental leave is not extended by paid leave or keeping in touch days if, during a period of unpaid parental leave, an employee:
 - (i) takes paid leave; or
 - (ii) performs work for Scope on a keeping in touch day;taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.

38.15 Scope will pay superannuation on paid parental leave.

38A Rehabilitation leave

38A.1 Leave to attend rehabilitation program

An employee may be granted up to 30 days' unpaid rehabilitation leave to attend an approved rehabilitation program, where the Scope is satisfied that:

- (a) The employee is affected by addiction or a related health condition of any kind, including, but not limited to, alcohol or other drug (AOD) use/misuse or other addictive behaviours (e.g., gambling); and
- (b) The employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with addiction or like health conditions.

38A.2 Evidence requirements

- (a) On production of proof of attendance at an approved rehabilitation program an employee will be granted 30 days' unpaid leave to support completion of the program.
- (b) For the purposes of this clause, approved rehabilitation will include any program offered by the Victorian Workers' Health and Wellbeing Foundation including 'The Crossing'.

38A.3 Other leave

- (a) An employee may utilise leave under this clause in conjunction with any other type of leave.

- (b) For the avoidance of doubt, any leave granted under this clause will not break (and will not count towards) an employee’s continuous service.

38A.4 Supported return to work

An employee who has utilised leave under clause 38A.1(a) will be supported by Scope to return to work in a way that is sensitive to their recovery journey and their probable need for ongoing access to AOD support services. As such, Scope will give due consideration to any reasonable request from an employee in recovery or their chosen representative to alter the employee’s working arrangements, including but not limited to:

- (a) Flexible working hours to facilitate attendance at appointments or peer support sessions etc;
- (b) Ability to work from home as needed;
- (c) Flexible use of personal, annual, or long service leave, including single day or half-day absences;
- (d) Access to reasonable unpaid leave.

39. Long service leave

Employees with award-derived long service leave entitlements

39.1 Long service leave is provided for by the NES. The NES provides that where long service leave was provided by a pre-reform award prior to the commencement of the *Fair Work Act*, those award-derived long service leave entitlements form part of the NES. Nothing in this clause is intended to reduce or exclude an entitlement to long service in the NES.

39.2 In the case of a permanent employee who is employed in direct client support roles in residential and/or non-residential support services for people with disabilities and/or young people and/or children and who would have been covered by the *Residential Support Services (Victoria) Award 1999* or the *Health and Allied Services – Private Sector – Victoria Consolidate Award 1998* prior to the commencement of the *Fair Work Act*, the long service leave entitlements will be as follows

- a. The entitlement will be for the following for periods of continuous service:

Period of service	Entitlement
First 10 years	4 months
Each additional 5 years	2 months

- b. An employee is entitled to take long service leave on a pro-rata basis after seven (7) years of continuous service in accordance with this sub-clause.
- c. Where employment is terminated (including resignation), after an employee completes more than 10 years’ service, for reasons other than death, the employee will be entitled to be paid an amount equal to 1/30th of pay for the period of service. If the employee has not taken all or some of the long service leave accrued under clause 39.2(a), Scope will also make a payment for the period of the long service leave that has not been taken.
- d. If employment is terminated after an employee has accrued an entitlement to long service leave under clause 39.2(a) and the employee has not taken the leave, the

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employee is entitled to a payment equivalent to the period of long service leave accrued but not taken.

- e. If employment is terminated after 10 years' of service because the employee dies whilst still employed, Scope will make a payment to the employee's personal representative equal to 1/30th of pay for the period of service of the employee. Scope is not required to make payment for periods of long service leave already taken or paid to the employee.
- f. **Service** for the purpose of this subclause includes:
 - i. all periods of paid leave approved by Scope;
 - ii. all periods of absence of the employee where the absence is authorised in advance in writing by Scope to be counted as service;
 - iii. all interruptions or ending of employment by Scope if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave: and
 - iv. all periods an employee was serving in Her Majesty's Forces or was made available by Scope for national Duty.
- g. Service for the purpose of this subclause is taken to be **continuous service** despite:
 - i. the taking of annual leave or long service leave:
 - ii. any absence from work of not more than fourteen days in any on year on account illness or injury or, if applicable, any longer period taken as paid leave in relation to the illness or injury under clause 33—Personal/carer's leave and clause 33A—Compassionate leave.
 - iii. any interruption or ending of the employment by Scope if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - iv. any leave of absence of the employee where the absence is authorised in advance in writing by Scope to be counted as service;
 - v. any interruption arising directly or indirectly from an industrial dispute;
 - vi. any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 21 – Accident make up pay;
 - vii. the dismissal of an employee, but only if the employee is re-employed within a period not exceeding two months after the dismissal;
 - viii. any absence from work of an employee for a period not exceeding twelve months in respect of any pregnancy or adoption;
 - ix. any other absence of an employee by leave of Scope, or on account of injury arising out of or in the course of their employment.
- h. Long service leave will be granted by Scope within 26 weeks from the date the entitlement accrues under clause 39.2(a). The leave may be postponed by agreement between the employee and Scope.

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- i. When long service leave is taken by an employee:
 - i. the first 26 weeks accrued may be taken in two or three separate periods; and
 - ii. the subsequent 8 and 2/3rd weeks accrued by the employee will generally be taken in in one period but may be taken in two separate periods; and
 - iii. an IFA may allow the accrual to be taken in such a way as to preserve for as long as possible an employee's contracted hours of work (e.g. an employee may agree with Scope to take one day a week for an extended period before reducing their contracted hours accordingly); and
 - iv. the period of long service leave used by the employee includes any public holidays or accrued days off that fall within the period of leave.
- j. Long service leave may be taken in advance of being accrued under clause 39.2(a) provided that:
 - i. the employee has completed 10 years' service; and
 - ii. where an employee is terminated for serious and wilful misconduct before the entitlement to the long service leave taken has accrued, Scope may deduct and withhold from the employee an amount equivalent to the leave taken but not accrued at the time of the termination.
- k. Scope and the employee may agree for the long service leave to be taken at half the pay over double the time provided that the request is in writing and is at the initiative of the employee.
- l. Employees are encouraged to seek independent taxation advice about the effect of the request. Scope shall provide information to the employee about the amount of tax to be deducted but will not be responsible for the decision made by the employee that is informed by this information.
- m. **Pay** for the purpose of this subclause means the remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of provided in clause 18—Minimum weekly wages at the time the leave is taken or, where applicable, the time of their death, including the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

Other Victorian-based employees

- 39.3** In the case of an employee whose work would not have been covered by one of the award-based transitional instruments referred to in clause 39.2, and who would otherwise be covered by the *Social, Community, Home Care and Disability Services Industry Award 2010*, the provisions of the *Long Service Leave Act 2018 (Vic)* will apply.
- 39.4** For all employees, the entitlement to long service leave is calculated using the normal weekly hours of an employee in accordance with s.15 of the *Long Service Leave Act 2018 (Vic)*. If an employee's current contracted hours of work are greater than the calculation in accordance with s.16 of the *Long Service Leave Act*, the contracted hours will be the basis for payment.
- 39.5** Payment for long service leave can be made by:
 - (a) payment in full prior to or on commencing the period of leave;

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- (b) payments in parts on the same dates and in the same manner as the ordinary payment of wages under clause 25 (Payment of wages); or
- (c) payments made in any other way agreed between Scope and the employee before the start of the long service leave.

39.6 Scope will keep a long service record for each employee that contains their period of service, leave taken and payments made.

39.7 Scope is committed to complying with its obligations under the *Long Service Benefits Portability Act 2018* (Vic) and the *Long Services Benefits Portability Regulations 2020* (Vic).

Part 7 – Signatures

For and on behalf of Scope:

Full Name: **Bruce McCowan**

Title: **Chief People Officer**

Address: **109 Burwood Road, Hawthorn, VIC 3122**

Signature: 

Date: **13 August 2023**

Witness Name: **Diane Wiehe**

Witness Signature: *Diane Wiehe*

Date: **13 August 2024**

For and on behalf of Health Services Union Victoria No 1 Branch, trading as 'Health Workers Union' (HWU):

Full Name: **Diana Asmar**

Title: **State Secretary**

Address: **10/661-663 Victoria Street, Abbotsford VIC 3067**

Signature: *Diana Asmar*

Date: **14/08/2024**

Witness Name: **Eve Elsheikh**

Witness Signature: 

Date: **14/08/2024**

For and on behalf of Health Services Union Victoria No. 2 Branch, trading as the "Health and Community Services Union" (HACSU):

Full Name: **PAUL FRANCIS HEALEY**

Title: **BRANCH SEC**

Address: **7 GRATTAN ST CARLTON**

Signature: *P Healey*

Date: **14-08-2024**

Witness Name: **Patrick Finlay Stephenson**

Witness Signature: *Patrick Finlay Stephenson*

Date: **14/8/1998**

Schedule A - Minimum Wages

TABLE 1:*	First full pay period on or after 1 July 2024		First full pay period on or after 1 July 2025 (5%)	
	Weekly pay rate	Hourly pay rate	Weekly pay rate	Hourly pay rate
EMPLOYEES SUBJECT TO THE EQUAL REMUNERATION ORDER				
SCHADS Award				
Social and Community Services Employee Classification				
Level 1 Pay point 1	\$977.24	\$25.72	\$1,026.10	\$27.00
Level 1 Pay point 2	\$1,008.74	\$26.54	\$1,059.18	\$27.87
Level 1 Pay point 3	\$1,044.75	\$27.49	\$1,096.99	\$28.87
Level 2 Pay point 1	\$1,285.04	\$33.82	\$1,349.29	\$35.51
Level 2 Pay point 2	\$1,325.34	\$34.88	\$1,391.61	\$36.62
Level 2 Pay point 3	\$1,365.63	\$35.94	\$1,433.91	\$37.74
Level 2 Pay point 4	\$1,402.06	\$36.90	\$1,472.16	\$38.75
Level 3 Pay point 1	\$1,436.25	\$37.80	\$1,508.07	\$39.69
Level 3 Pay point 2	\$1,477.53	\$38.88	\$1,551.41	\$40.82
Level 3 Pay point 3	\$1,509.14	\$39.71	\$1,584.60	\$41.70
Level 3 Pay point 4	\$1,540.11	\$40.53	\$1,617.12	\$42.56
Level 4 Pay point 1	\$1,656.69	\$43.60	\$1,739.53	\$45.78
Level 4 Pay point 2	\$1,699.93	\$44.73	\$1,784.93	\$46.97
Level 4 Pay point 3	\$1,743.59	\$45.89	\$1,830.77	\$48.19
Level 4 Pay point 4	\$1,782.53	\$46.91	\$1,871.66	\$49.26

**As per clause 18.2 of this Agreement, by operation of section 206 of the FW Act, the wage rates that apply under this Agreement will not be less than the base rate of pay for the employee's classification under the Award, as adjusted on 1 July and/or 1 December (or at any other time) each year.*

Schedule AA – Allowances

Clause	Allowance / Expense	First full pay period on or after 1 July 2024	First full pay period on or after 1 July 2025
22.2	Special clothing or safety equipment	Reimbursement for the cost of purchasing such special clothing or safety equipment.	
22.2A	Laundry allowance	\$0.32 cents per shift	Allowance will be adjusted in accordance with the relevant adjustment factor in clause 22.1.
22.3	Meal allowance	\$16.20 per meal	Allowance will be adjusted in accordance with the relevant adjustment factor in clause 22.1.
22.4	First aid allowance	\$20.00 per week, pro-rata for part-time and casual employees.	Allowance will be adjusted in accordance with the Annual Wage Review as set out in clause 18.5.
22.5(a)	Use of vehicle	\$0.99 per kilometre	Allowance will be adjusted in accordance with the relevant adjustment factor in clause 22.1.
22.5(b), (d)	Travelling on duty – fares, meals and accommodation	Reasonably incurred expenses in respect to fares, meals and accommodation will be met by Scope.	
22.6	Telephone allowance	\$10 per month (or part thereof)	Allowance will be adjusted in accordance with the Annual Wage Review as set out in clause 18.5.
22.7(c)(i)	Heat allowance - 40°C-46°C (employed at current workplace before 8 August 1991)	\$0.60 per hour or part thereof	Allowance will be adjusted in accordance with the Annual Wage Review as set out in clause 18.5.
22.7(c)(ii)	Heat allowance - over 46° (employed at current workplace before 8 August 1991)	\$0.71 per hour or part thereof	Allowance will be adjusted in accordance with the Annual Wage Review as set out in clause 18.5.
22.8	Team leader allowance	10% base rate per hour.	
22.9(a)	On call allowance - any 24 hour period or part thereof when on call between the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday	\$23.95 in respect of any 24 hour period or part thereof	Allowance will be adjusted in accordance with the Annual Wage Review as set out in clause 18.5.

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Clause	Allowance / Expense	First full pay period on or after 1 July 2024	First full pay period on or after 1 July 2025
19.3(b)	Annual on call allowance for House Coordinators	\$5,169.52 per annum (pro-rated for part-time employees)	Allowance will be adjusted in accordance with the Annual Wage Review as set out in clause 18.5.
22.9(b)	On call allowance - any other 24 hour period or public holiday, or part thereof	\$47.43 in respect of any 24 hour period or part thereof	Allowance will be adjusted in accordance with the Annual Wage Review as set out in clause 18.5.
26.6(d)(i)	Broken shift allowance – comprising two attendances with one unpaid break	\$20.36 per broken shift	Allowance will be adjusted in accordance with the Annual Wage Review as set out in clause 18.5
26.6(d)(ii)	Broken shift allowance – comprising three (3) attendances with two (2) unpaid breaks	\$26.95 per broken shift	Allowance will be adjusted in accordance with the Annual Wage Review as set out in clause 18.5
26.7(d)	Sleepover allowance	\$110 for each night	

Schedule B - Classifications

B.1 Social and community services employee level 1

B.1.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities that require the practical application of basic skills and techniques. This may include initial recruits who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- (g) At this level, Scope is expected to offer substantial internal and/or external training.

B.1.2 Responsibilities

- (a) A position at this level may include some of the following inputs or those of a similar value:
- (b) undertake routine activities of a clerical and/or support nature;
- (c) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (d) provide routine information including general reception and telephonist duties;
- (e) provide general stenographic duties;
- (f) apply established practices and procedures;
- (g) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- (h) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- (i) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

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The minimum rate of pay for employees engaged in responsibilities which are prescribed by B.1.2(h) is pay point 2.

B.1.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) developing knowledge of the workplace function and operation;
 - (ii) basic knowledge of administrative practices and procedures relevant to the workplace;
 - (iii) a developing knowledge of work practices and policies of the relevant work area;
 - (iv) basic numeracy, written and verbal communication skills relevant to the work area;
 - (v) at this level Scope is required to offer substantial on-the-job training.
- (b) **Organisational relationships**

Work under direct supervision.
- (c) **Extent of authority**
 - (i) Work outcomes are clearly monitored.
 - (ii) Freedom to act is limited by standards and procedures.
 - (iii) Solutions to problems are found in established procedures and instructions with assistance readily available.
 - (iv) Project completion according to instructions and established procedures.
 - (v) No scope for interpretation.
- (d) **Progression**

An employee primarily engaged in responsibilities which are prescribed by B.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

B.2 Social and community services employee level 2

B.2.1 Characteristics of the level

- (e) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (f) General features at this level consist of performing functions that are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may

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contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

- (g) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (h) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (i) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (j) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

B.2.2 Responsibilities

A position at this level may include some of the following:

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;
- (j) assist with administrative functions;
- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;

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- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (n) possessing an appropriate qualification (as identified by Scope) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause B.1.2.

B.2.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) basic skills in oral and written communication with clients and other members of the public;
 - (ii) knowledge of established work practices and procedures relevant to the workplace;
 - (iii) knowledge of policies relating to the workplace;
 - (iv) application of techniques relevant to the workplace;
 - (v) developing knowledge of statutory requirements relevant to the workplace;
 - (vi) understanding of basic computing concepts.
- (b) **Prerequisites**
 - (i) an appropriate certificate relevant to the work required to be performed;
 - (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - (iii) appropriate on-the-job training and relevant experience; or
 - (iv) entry point for a diploma without experience.
- (c) **Organisational relationships**
 - (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under B.2.2 being undertaken;
 - (ii) provide limited guidance to a limited number of lower classified employees.
- (d) **Extent of authority**
 - (i) work outcomes are monitored;
 - (ii) have freedom to act within established guidelines;

- (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

B.3 Social and community services employee level 3

B.3.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines that are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facilities for persons with a disability.
- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (g) Graduates with a three-year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four-year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

B.3.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;

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- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- (h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (i) supervise a limited number of lower classified employees or volunteers;
- (j) allow the scope for exercising initiative in the application of established work procedures;
- (k) deliver single stream training programs;
- (l) co-ordinate elementary service programs;
- (m) provide assistance to senior employees;
- (n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described in subclauses B.1.2 or B.2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

B.3.3 Requirements of the job

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) thorough knowledge of work activities performed within the workplace;
 - (ii) sound knowledge of procedural/operational methods of the workplace;
 - (iii) may utilise limited professional or specialised knowledge;

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- (iv) working knowledge of statutory requirements relevant to the workplace;
 - (v) ability to apply computing concepts.
- (b) **Prerequisites**
- (i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;
 - (ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
 - (iii) associate diploma with relevant experience; or
 - (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.
- (c) **Organisational relationships**
- (i) graduates work under direct supervision;
 - (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under B.3.2 being undertaken;
 - (iii) operate as member of a team;
 - (iv) supervision of other employees.
- (d) **Extent of authority**
- (i) graduates receive instructions on the broader aspects of the work;
 - (ii) freedom to act within defined established practices;
 - (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

B.4 Social and community services employee level 4

B.4.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally, guidelines and work procedures are established.
- (b) General features at this level require the application of knowledge and skills that are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c) Positions may involve a range of work functions that could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

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- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

B.4.2 Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) provide administrative support of a complex nature to senior employees;
- (h) exercise responsibility for various functions within a work area;
- (i) provide assistance on grant applications including basic research or collection of data;
- (j) undertake a wide range of activities associated with program activity or service delivery;
- (k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

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- (i) liaise with other professionals at a technical/professional level;
- (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
- (iii) lead a team within a specialised project;
- (iv) provide a reference, research and/or technical information service;
- (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
- (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
- (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

B.4.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of statutory requirements relevant to work;
 - (ii) knowledge of organisational programs, policies and activities;
 - (iii) sound discipline knowledge gained through experience, training or education;
 - (iv) knowledge of the role of the organisation and its structure and service;
 - (v) specialists require an understanding of the underlying principles in the discipline.
- (b) **Prerequisites**
 - (i) relevant four year degree with one years relevant experience;
 - (ii) three year degree with two years of relevant experience;
 - (iii) associate diploma with relevant experience;
 - (iv) lesser formal qualifications with substantial years of relevant experience; or
 - (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- (c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- (d) Employees working as sole employees will commence at this level.
- (e) **Organisational relationships**
 - (i) works under general direction;

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(ii) supervises other staff and/or volunteers or works in a specialised field.

(f) **Extent of authority**

(i) required to set outcomes within defined constraints;

(ii) provides specialist technical advice;

(iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;

(iv) solutions to problems generally found in precedents, guidelines or instructions;

(v) assistance usually available.

Schedule C — Supported Wage System

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

C.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act*

1991 (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This schedule does not apply to any existing employee who has a claim against Scope which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
10	10
20	20

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30	30
40	40
50	50
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than \$106 per week.

C.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted Scope and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by Scope as a time and wages record in accordance with the Act.

C.6 Lodgment of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by Scope with the Fair Work Commission.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and Scope parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

C.9 Workplace adjustment

Scope wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to

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do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

- C.10.1** In order for an adequate assessment of the employee's capacity to be made, Scope may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$106 per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.10.5** Where Scope and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5

Schedule D – Agreement to Take Annual Leave in Advance

Name of employee:

Scope and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: / /20____

Signature of employee:

Date signed: / /20____

Name of Scope representative:

Signature of Scope representative:

Date signed: / /20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then Scope may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian:

Signature of parent/guardian:

Date signed: / /20____

Schedule E – Agreement to Cash Out Annual Leave

Name of employee: _____

Scope and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days.

The payment to be made to the employee for the leave is: \$ _____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable) The payment will be made to the employee on:

_____ / ____ /20____

Signature of employee:

Date signed: ____ / ____ /20____

Name of Scope representative:

Signature of Scope representative:

Date signed: ____ / ____ /20____

Include if the employee is under 18 years of age:

Name of parent/guardian:

Signature of parent/guardian:

Date signed:

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