



**MALA'LA HEALTH SERVICE  
ABORIGINAL CORPORATION  
ENTERPRISE AGREEMENT**

**2019 – 2023**

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## Enterprise agreement

This agreement shall be known as the Mala'la Health Service Aboriginal Corporation Enterprise Agreement 2019 – 2023 (**Agreement**).

# PART 1: APPLICATION AND OPERATION OF AGREEMENT

## 1 Application of Agreement

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This Agreement applies to the work site operated by Mala'la Health Service Aboriginal Corporation (ABN 89 357 836 457) (**Employer**) in positions specified in this Agreement, within the Northern Territory of Australia.

## 2 Parties bound

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- (a) Subject to clause 2(b), this Agreement is made by, and is binding on:
  - (i) all employees employed by the Employer within the classifications set out in this Agreement, contained in Schedule 1 (**Employees**); and
  - (ii) the Employer,(each a **Party** and together, the **Parties**).
- (b) This Agreement does not apply to Employees in managerial positions, such as Doctors and the Chief Executive Officer. Employees will be advised of their appropriate employment category in writing upon commencement or position transfer, change or promotion.
- (c) This Agreement describes all of the terms and conditions of employment for the Employees and replaces any existing agreements (whether registered or not) and any Award covering or relating to the Employees.
- (d) Industrial action is not permitted during the life of this Agreement unless it is permitted under the *Fair Work Act 2009* (Cth).
- (e) No benefits in addition to those set out in this Agreement can be claimed during the life of this Agreement.

## 3 Date and period of operation

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- (a) This Agreement will operate from 7 days after the date of approval by the Fair Work Commission. The nominal expiry date for the Agreement will be 4 years from the aforementioned date of operation.
- (b) After the expiry of the Agreement, the Agreement will continue to be binding on the Parties unless it is terminated or replaced by a new agreement.

## 4 Relationship to Award[s]

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This Agreement regulates the minimum terms and conditions of the employment of all Employees covered by this Agreement to the exclusion of all other industrial instruments whether an Award, agreement or otherwise.

## 5 Definitions

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**Allowances** means the allowances listed in clause 13.

**Award** means:

1. the Social, Community, Home Care and Disability Services Industry Award 2010; and
2. the Aboriginal Community Controlled Health Services Award 2010; and
3. the Aged Care Award 2010; and
4. the Nurses Award 2010.

**Base Wage** means the minimum rate of pay applicable to an employee under this Agreement as set out in Schedule 1. Base Wage includes any penalties unless otherwise stated but does not include specified allowances or reimbursements for expenses incurred by the employee during the course of the employment.

**CEO** means the Chief Executive Officer of the Employer.

**Confidential Information** has the meaning given in clause 23(a).

**Employee** has the meaning given in clause 2(a)(i).

**Employer** has the meaning given in clause 1.

**National Employment Standards** will be referred to as 'NES' from herein.

**Nursing Employees** means Employees who are members of the Australian Nursing and Midwifery Federation, or are eligible to be members of the Australian Nursing and Midwifery Federation and who are employed in any of the classifications specified in Schedule 1.

**Non-nursing Employees** means Employees who do not meet the definition of Nursing Employees.

**Ordinary Hours** means an employee's usual hours of work, not including overtime.

**Party** has the meaning given in clause 2(a).

**Public Holidays** means the gazetted public holidays in Darwin in the Northern Territory.

**Related Body Corporate** has the meaning given in section 50 of the *Corporations Act 2001* (Cth).

**Schedule** means a schedule to this Agreement.

**Shift** means a period of time during which an employee is required to work consecutive hours with a start time and a finish time, in accordance with a roster prepared by the Employer.

**Shift worker** means an Employee whose shift finishes between 7.00 pm and 7.00 am or commences between 7.00 pm and 7.00 am seven (7) days a week.

## 6 No further claims commitment

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The Parties undertake that during the period of operation of this Agreement no Party will seek:

- (a) any changes to the terms and conditions of employment in this Agreement; or
- (b) any further remuneration or employee benefits not contained in this Agreement.

## **7 Flexibility term**

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- (a) The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (i) the agreement deals with 1 or more of the following matters:
    - (A) arrangements about when work is performed;
    - (B) overtime rates;
    - (C) penalty rates;
    - (D) allowances;
    - (E) leave loading; and
  - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (i); and
  - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
  - (i) is in writing; and
  - (ii) includes the name of the Employer and Employee; and
  - (iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (iv) includes details of:
    - (A) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (B) how the arrangement will vary the effect of the terms; and
    - (C) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences.

- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
  - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the employer and employee agree in writing — at any time.

## **PART 2: CONSULTATION AND DISPUTE RESOLUTION**

### **8 Consultation term**

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- (a) This term applies if the Employer:
  - (i) has made a definite decision 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
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

#### *Major change*

- (b) For a major change referred to in paragraph (a):
  - (i) the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (ii) subclauses (c) to (i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

- (e) As soon as practicable after making its decision, the Employer must:
  - (i) discuss with the relevant Employees:
    - (A) the introduction of the change; and
    - (B) the effect the change is likely to have on the Employees; and

- (C) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (ii) for the purposes of the discussion—provide, in writing, to the relevant Employees:
    - (A) all relevant information about the change including the nature of the change proposed; and
    - (B) information about the expected effects of the change on the Employees; and
    - (C) any other matters likely to affect the Employees.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (b)(i) and subclauses (c) and (e) are taken not to apply.
- (i) In this term, a major change is likely to have a significant effect on Employees if it results in:
  - (i) the termination of the employment of Employees; or
  - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain employees; or
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (j) For a change referred to in paragraph (a)(ii):
  - (i) the Employer must notify the relevant Employees of the proposed change; and
  - (ii) subclauses (k) to (o) apply.
- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and



- (ii) the Employee or Employees advise the employer of the identity of the representative;  
the Employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the Employer must:
  - (i) discuss with the relevant Employees the introduction of the change; and
  - (ii) for the purposes of the discussion—provide to the relevant Employees:
    - (A) all relevant information about the change, including the nature of the change; and
    - (B) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (C) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (iii) 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).
- (n) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (o) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (p) In this term:
  - (i) relevant Employees means the Employees who may be affected by a change referred to in subclause (a).

## **9 Dispute resolution term**

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- (a) If a dispute relates to:
  - (i) a matter arising under the agreement; or
  - (ii) the National Employment Standards;
 this term sets out procedures to settle the dispute.
- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:

- (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (A) arbitrate the dispute; and
  - (B) make a determination that is binding on the parties.

*Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- (f) While the parties are trying to resolve the dispute using the procedures in this term:
  - (i) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (ii) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (A) the work is not safe; or
    - (B) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (C) the work is not appropriate for the Employee to perform; or
    - (D) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **PART 3: GENERAL EMPLOYMENT CONDITIONS**

### **10 Hours of work**

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- (a) The Ordinary Hours of work (per day and per fortnight) for each Employee shall be set out in their contract of employment.
- (b) The Ordinary Hours of work for all Employees will not exceed 38 per week (and 8 hours per day) unless by mutual agreement between the relevant Employee and the Employer. For example, Nursing Employees work 40 hours per week, but are paid for 38 hours per week and granted one rostered day off every 28 days (referred to as a “programmed day off”) to compensate for the additional unpaid hours worked during that month.

- (c) It is acknowledged that the Employer's business operates seven (7) days per week, 365 days per year. Ordinary Hours of work will be rostered on any days Monday to Sunday, between the span of a 24-hour period. Some Employees will be required to work rostered weekend and Public Holidays shifts.
- (d) The Employer will attempt to allocate shifts as fairly as possible including the distribution of weekend shifts.
- (e) Notwithstanding anything else contained in this Agreement, start and finish times and the method of working shifts may be varied by Agreement between Parties.

## **11 Remuneration**

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- (a) This is a minimum rates agreement. Accordingly, Employees will be paid a Base Wage.
- (b) Any allowance, penalty or wage increase may be absorbed by agreement where an employee is paid above the minimum rates set out in this Agreement.
- (c) Employees may also be entitled to any applicable allowances or loadings in accordance with this Agreement, which will be calculated at the end of each pay period and paid by or in the following pay period.
- (d) Employees will also receive statutory superannuation contributions.
- (e) Remuneration will be paid by direct deposit to a nominated bank account as specified by the Employee.

## **12 Recovery of Overpayment**

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- (a) Upon confirmation that an Employee has been overpaid, the Employer will be entitled to recover such payment in full.
- (b) When an overpayment occurs, an Employee will be advised as soon as possible of the circumstances surrounding the overpayment and the amount involved. A repayment schedule will then be mutually agreed.
- (c) Recovery of overpayments and other monies due upon termination of the employment for any reason, the Employer has the right to the extent permitted by law, to deduct from the Employees termination payment an amount that the Employee owes to the Employer.

## **13 Allowances**

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- (a) No loading, allowance, penalty rates or benefits will be paid other than as provided in this Agreement (see Schedules 2 and 3 for specific Allowances as they apply to Nursing and Non-nursing Employees).
- (b) The Employer will pay an Employee who is required to relocate to Maningrida as a condition of their employment up to \$1,500 up front to cover relocation costs (each way), plus the costs of flights to and from Maningrida ('relocation allowance'). The Employee must maintain their employment with the Employer for a minimum of 12 months to receive this relocation allowance. If the Employee fails to complete the minimum period of employment with the Employer, that Employee is required to refund to the Employer the total amount of the relocation allowance.

- (c) The Employer will provide fully-subsidised accommodation (including utilities) to each Employee who is required to relocate to Maningrida as a condition of their employment ('accommodation allowance').
- (d) Employees who receive this accommodation allowance are required to pay a \$1,000 bond ('bond amount'), which will be refunded on a satisfactory final inspection of their accommodation. If the Employee is unable to pay the bond amount in full, then a payment arrangement may be authorised in accordance with the Deduction Authorisation Form (i.e. the bond amount will be deducted in increments over a maximum of 6 pay periods).
- (e) The Employer will pay up to \$4,000 per calendar year (i.e. from 1 January to 31 December) for flights to and from Maningrida to each Employee who is required to relocate to Maningrida as a condition of their employment. This allowance does not accumulate from year to year and will only be granted after the Employee has been employed by the Employer for a minimum of 3 months.

## **14 Employee categories**

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New Employees will be advised of the status of their employment and classification prior to commencing work with the Employer.

### **14.1 Full Time Employees**

Full Time Employees will be engaged to work:

- (a) at least thirty-seven and a half (37.5) hours per week (but no more than 38 hours per week, unless otherwise agreed, as specified in clause 10(b) above) for Non-nursing Employees and forty (40) hours per week for Nursing Employees on a permanent basis; and
- (b) reasonable additional hours as required.

### **14.2 Part Time Employees**

Part Time Employees will be engaged to work:

- (a) on a permanent basis, less than the full-time hours per week as set out in clause 14.1(a) generally with a fixed pattern of rostering;
- (b) reasonable additional hours as required; and
- (c) Part Time Employees will be paid for the time they work and will accrue all benefits on a pro-rata basis unless otherwise stated.

### **14.3 Casual Employees**

- (a) Due to the nature of the work of the Employer and the unpredictability of the need for numbers of employees during peak periods, the Employer requires the flexibility of casual employment.
- (b) **Casual Employee** means an employee who is engaged and paid by the hour.
- (c) Casual Employees:
  - (i) will be engaged for a minimum of three (3) hours per Shift;

- (ii) will be paid at the rates set out in this Agreement;
  - (iii) will receive a 25% loading, appropriate to the classification of work performed, in lieu of entitlements such as personal/carer's leave, annual leave, Public Holidays and redundancy payments; and
  - (iv) will not accrue continuity of service for the purposes of calculating any employment related benefits, other than long service leave.
- (d) Clauses 15 (probation), 17.1 (annual leave), 17.3 (paid personal/carer's leave) 17.5 (compassionate leave) and 20 (redundancy) of this Agreement do not apply to Casual Employees.

#### **14.4 Category transfers**

If an Employee's employment status changes during the term of this Agreement, their terms and conditions will be determined by this Agreement with reference to their new employment category.

### **15 Probation**

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- (a) Employees will complete a six (6) month probationary period for the purpose of determining the Employee's suitability for ongoing employment.
- (b) During the probationary period, an Employee's performance may be reviewed at monthly intervals.
- (c) During the probationary period, either Party may terminate the employment at any time by giving one (1) weeks' notice or payment in lieu of notice to the other Party. This right is in addition to any other rights of the Employer to terminate the employment of the Employee under this Agreement.

### **16 Overtime**

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The Employer may require an Employee to work reasonable additional hours from time to time in accordance with the Act.

#### **16.1 Overtime**

Where the Employer has requested an Employee (including a Casual Employee) to work reasonable additional hours (and the Employee agrees) the Employee will be paid overtime rates as follows:

- (a) Monday to Saturday:
  - (i) 150% of their ordinary hourly rate for the first three hours of overtime; and
  - (ii) 200% of their ordinary hourly rate for the rest of the overtime.
- (b) Sunday:
  - (i) 200% of their ordinary hourly rate.
- (c) Public Holidays:

- (i) 250% of their ordinary hourly rate.
- (d) When an Employee works overtime on a rostered day off the following apply:
  - (i) Subject to clause 16.1(c)(ii), the Employee shall be paid 200% of their ordinary hourly rate for at least four hours even if they work for less than four hours; and
  - (ii) The four-hour minimum payment does not apply to work which is part of the normal roster which began the day before the rostered day off or when overtime worked is continuous from the previous day's duty.

## **16.2 Time off in lieu of Overtime**

- (a) An Employee who wishes to take time off in lieu of payment for overtime shall make such a request in writing.
- (b) Where time off in lieu is granted, it will be taken:
  - (i) at the equivalent amount of time to the overtime payment that would have been made; and
  - (ii) at a time or times agreed to between the Parties.
- (c) Time off in lieu must be utilised within 4 weeks from the date of entitlement. If it is not taken within this period, the Employee will receive payment at the appropriate overtime rates calculated in accordance with the Employee's Base Wage.
- (d) The maximum amount of time off in lieu which can be accrued is 40 hours.

## **17 Leave**

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### **17.1 Annual leave**

- (a) Full Time Employees are entitled to:
  - (i) four (4) weeks' annual leave for each twelve (12) months continuous service with the Employer, to be paid at the ordinary hourly rates of pay; and
  - (ii) an additional two (2) weeks' annual leave for Full Time Employees stationed in the Northern Territory (includes Nursing Employees who work on a FIFO roster); and
  - (iii) an additional one (1) week paid annual leave per year for a Shift worker.
- (b) Part Time Employees are entitled to annual leave for each twelve (12) months continuous service with the Employer, calculated on a pro-rata basis and paid at the ordinary hourly rates of pay.
- (c) Annual leave will accrue progressively throughout the year on a time worked basis for Full Time Employees and Part Time Employees from the date of commencement of permanent employment. Accrued pro-rata annual leave may be taken by such Employees with the Employer's approval.
- (d) An Employee may be directed to take annual leave if the Employee has an excessive accumulated annual leave balance of more than eight (8) weeks paid annual leave.

- (e) Employees are required to give four (4) weeks' notice to their manager of their intention to take annual leave.
- (f) Where a public holiday occurs during annual leave, the Employee is entitled to payment at the same rate as the rate allowed for annual leave and the period of the public holiday is not deducted from the Employee's annual leave entitlement.
- (g) Where an Employee becomes ill during a period of annual leave and the illness is supported by documentary evidence, the Employer may grant personal/carer's leave for the period of illness and authorise the equivalent period of annual leave to be re-credited to the Employee's accrued annual leave entitlement.
- (h) An Employee may apply, in writing, to utilise one or more weeks of his or her annual leave at half pay, in order to double the period of leave. Where an Employee utilises an amount of recreation leave at half pay:
  - (i) leave entitlements will accrue as if the Employee had utilised the amount of annual leave at full pay (for example, if an Employee utilises two weeks of annual leave over a period of four weeks at half pay, all leave entitlements will accrue over the first two weeks of leave, as if the employee was on annual leave with full pay, and no leave entitlements will accrue over the final two weeks of recreation leave on half pay);
  - (ii) salary and allowances will be paid at 50 per cent (50%) of the usual rate, for the entire period of half pay;
  - (iii) a period of annual leave at half pay does not break continuity of service; and
  - (iv) the second half of the period at half pay will not count as service and service based entitlements will be adjusted accordingly (For example, if an employee utilises two weeks' annual leave over a period of four weeks at half pay, service based entitlements (e.g. personal leave, long service leave, paid parental leave) will be deferred by two weeks).
- (i) An Employee may apply, in writing, to cash-out an amount of his or her available annual leave provided that:
  - (i) the Employee's remaining accrued entitlement to annual leave is not less than four (4) weeks;
  - (ii) each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the Parties;
  - (iii) the Employee must be paid at least the full amount that would have been payable to them had they taken the leave that the Employee has forgone; and
  - (iv) a minimum of five days to be cashed-out on any one occasion.
- (j) In addition to their Base Wage payment for annual leave, an Employee, other than a Shift worker, is entitled to accrue an annual leave loading on 1 January each year. An Employee who is approved to use at least one week of annual leave may apply for payment of an accrued annual leave loading at seventeen and a half percent (17.5%) of the value of the annual leave accrued over the previous year based on the Employee's salary. Shift workers, in addition to their ordinary pay, will be paid an annual leave loading, 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.
- (k) Accrued and entitled annual leave and annual leave loading will be reconciled and paid out upon termination after any payments in advance to an employee have been deducted.
- (l) Casual Employees will not accrue or be entitled to annual leave.

## **17.2 Christmas Closedown**

- (a) The CEO will consult with relevant employees where the Employer will close down for a nominated period and where the closedown will occur provided that:
  - (i) at least three months' notice in writing is given to employees prior to the closedown period; and
  - (ii) the nominated period covers the Christmas and New Year period.
- (b) Closedown will apply to the Employer where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a closedown period. This may occur subject to the CEO:
  - (i) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or
  - (ii) if no volunteers are forthcoming, directing employees with at least two months' notice to cover the closedown period.
- (c) Employees required to work during the closedown period will be credited with an equivalent annual leave entitlement for the whole period of the closedown.
- (d) Employees not required to work during the closedown period will not be required to utilise their annual leave during this period.

## **17.3 Paid Personal/carer's leave**

- (a) Employees, other than Casual Employees, are entitled to paid personal/carer's leave in accordance with the National Employment Standards.
- (b) Full Time Employees are entitled to fifteen (15) days personal/carer's leave for each twelve (12) months continuous service with the Employer, to be paid at the ordinary hourly rates of pay.
- (c) Part Time Employees are entitled to personal/carer's leave for each (12) months continuous service with the Employer, calculated on a pro-rata basis and paid at the ordinary hourly rates of pay.
- (d) Personal/carer's leave will accrue progressively throughout the year on a time worked basis for Full Time Employees and Part Time Employees from the date of commencement of permanent employment.
- (e) Un-used personal/carer's leave will accrue from year to year.
- (f) Personal/carer's leave can be accessed:



- (i) by an Employee who is sick or injured and unable to work;
  - (ii) by an Employee to care for or support a member of the Employee's immediate family or household or another person with whom the Employee can satisfy the CEO that the Employee has a very close relationship with who is sick or injured and needs that care or support. The Employee must be considered to be the primary and sole care giver for the sick or injured person and must provide a medical certificate if requested; or
  - (iii) by an Employee due to an unexpected emergency affecting an immediate family or household member or another person with whom the Employee can satisfy the CEO that the Employee has a very close relationship with; or
  - (iv) by an Employee to care for a family pet. This leave will only be granted at the sole discretion of the CEO.
- (g) Employees must provide a reasonable form of evidence when one or more consecutive days of personal/carer's leave are required or where taken either side of a Public Holiday or weekend. A medical certificate is the preferred form of evidence.
  - (h) An Employee may elect to access personal leave at half pay where the absence is at least one day.
  - (i) Un-used and entitled personal/carer's leave will not be paid out upon termination.

#### **17.4 Unpaid Personal/carer's leave**

- (a) Employees who have exhausted their entitlement to paid personal/carer's leave are entitled to up to two (2) days unpaid personal/carer's leave on each occasion that the Employee requires such leave.
- (b) Casual Employees are entitled to two (2) days unpaid personal/carer's leave in accordance with the National Employment Standards.

#### **17.5 Compassionate leave**

- (a) An Employee, other than a Casual Employee, is entitled to three (3) days paid compassionate leave, plus an additional two (2) days paid leave to be allocated to travel time, when a member of the Employee's immediate family or household or another person with whom the Employee can satisfy the CEO that the Employee has a very close relationship with:
  - (i) contracts, develops or sustains a personal illness or injury that poses a serious threat to his or her life; or
  - (ii) dies.
- (b) Casual Employees are entitled to two (2) days unpaid compassionate leave in accordance with the National Employment Standards.
- (c) Compassionate leave will not accrue and will not be paid out upon termination.

#### **17.6 Parental leave**

- (a) Employees entitlements to parental leave are governed by Div 5 of Pt 2-2 of the *Fair Work Act 2009* (Cth) and the *Paid Parental Leave Act 2010* (Cth).

- (b) Schedule 2 provides for Parental leave provisions that apply to Nursing Employees. These provisions also apply to Non-nursing Employees (see clause 22 – Parental Leave - as set out in PART C – Parental Leave Entitlements of Schedule 2).

#### **17.7 Long service leave**

- (a) Long service leave is governed by the *Long Service Leave Act 1981* (NT), as amended.
- (b) Long service leave is to be taken at a mutually agreed time, with an application approved by the Employer, providing a minimum three (3) months' notice in advance.

#### **17.8 Study leave**

- (a) Employees undertaking an approved education course of study are entitled to two (2) days of paid study leave, per approved unit of study, per semester.
- (b) Reimbursement for the cost of the study/course, travel to and from the location where the study is being undertaken and accommodation whilst participating in the study (where required) shall be paid at the discretion of the CEO.

#### **17.9 Community service leave (includes Jury duty leave)**

- (a) Employees, including Casual Employees, can take community service leave for certain activities such as:
  - (i) voluntary emergency management activities; or
  - (ii) jury duty (including attendance for jury selection).
- (b) With the exception of jury duty, community service leave is unpaid, however, this leave may be granted as paid leave at the discretion of the CEO.
- (c) An Employee is entitled to take community service leave while they are engaged in the activity and for reasonable travel and rest time. There is no limit on the amount of community service leave an Employee can take.
- (d) If a Full Time Employee or Part Time Employee is required to attend jury duty, the Employer will grant the Employee leave to perform that service. For the purposes of this clause, jury duty means a period during which an Employee is required by or under a law of the Commonwealth or of a State or Territory, to attend jury duty and includes attendance for the purposes of jury selection.
- (e) The Employer will pay the Employee the difference between any monies they receive for jury service and their ordinary salary for the first ten (10) days of the period of the absence due to jury duty.
- (f) If the period of jury duty extends beyond ten (10) days, the Employee is permitted to be absent, but without pay.
- (g) Casual Employees do not get paid for jury duty under the National Employment Standards, but they may be entitled to payment under state or territory laws.
- (h) If the Employee is required to attend jury duty, the Employee must advise the Employer as soon as practicable of the requirement to attend and the period or expected period of the absence.

- (i) The Employee is required to provide proof of their jury service and any payments made to the Employee for that service to the Employer on demand.

#### **17.10 Public Holidays**

- (a) Where an Employee is rostered to work on a Public Holiday, the Employee will be paid at 250% of their relevant Base Wage specified in Schedule 1.
- (b) Where a Public Holiday falls on a day that the Employee is not rostered to work but the Employer requests and the Employee agrees to work such Public Holiday, the Employee will be paid at 250% of their relevant Base Wage.
- (c) Where a Public Holiday falls on a day that the Employee is not rostered to work and the Employee does not work for the Employer on such day, the Employee will not be entitled to any payment from the Employer.

#### **17.11 Ceremonial leave**

- (a) An Employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days paid leave in any one year, with prior written approval of the CEO.

#### **17.12 Leave to deal with family and domestic violence**

- (a) This clause applies to all Employees, including Casual Employees.
- (b) Definitions:
  - (i) *family and domestic violence* means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
  - (ii) *family member* means:
    - (A) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
    - (B) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
    - (C) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (c) A reference to a spouse or de facto partner in the definition of *family member* includes a former spouse or de facto partner.
- (d) Entitlement to unpaid leave
  - (i) An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:
    - (A) the leave is available in full at the start of each 12-month period of the Employee's employment; and
    - (B) the leave does not accumulate from year to year; and

(C) is available to Full to Part-time and Casual Employees.

*Note:* 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

2. The Employer and Employee may agree that the Employee may take more than 10 days' paid leave to deal with family and domestic violence.

(e) Taking paid leave

(i) An Employee may take paid leave to deal with family and domestic violence if the Employee:

(A) is experiencing family and domestic violence; and

(B) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

*Note:* The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

(f) Service and continuity

(i) The time an Employee is on paid leave to deal with family and domestic violence does not break the Employee's continuity of service.

(g) Notice and evidence requirements

(i) Notice

An Employee must give their Employer notice of the taking of leave by the Employee under this clause. The notice:

(A) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

(B) must advise the Employer of the period, or expected period, of the leave.

(ii) Evidence

An Employee who has given their Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.

*Note:* Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

(h) Confidentiality

- (i) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under this clause is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in this clause prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

*Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Employers should consult with such Employees regarding the handling of this information.*

- (i) Compliance
  - (i) An Employee is not entitled to take leave under this clause unless the Employee complies with this clause.

## 18 Comply with policies

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Employees must comply with the Employer's policies, manuals and handbooks (as updated from time to time) at all times. Such documents do not form part of an Employee's contract of employment.

## 19 Termination

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- (a) An Employee's employment may be terminated by either the Employee or the Employer giving the other Party the following amount of notice:

Period of continuous service	Notice
Less than 1 year	At least 1 week
1 year and less than 3 years	At least 2 weeks
3 years and less than 5 years	At least 3 weeks
5 years and over	At least 4 weeks

- (b) Entitlement to notice will be increased by one week if the Employee is over forty-five (45) years of age and has been employed by the Employer for a continuous period of at least two (2) years.
- (c) If an Employee who is at least 18 years old does not give the period of notice required under this clause 19, the Employer may deduct from an Employee's salary payment in lieu of notice of an amount that is no more than one (1) week's Base Wage for the Employee.
- (d) Notwithstanding anything in this clause 19, the Employer may terminate an Employee's employment without notice (or payments in lieu of notice) for conduct justifying summary dismissal including but not limited to:
  - (i) misconduct or neglect;

- (ii) theft;
  - (iii) fraud;
  - (iv) refusal to work as directed, unless unsafe;
  - (v) unacceptable, abusive, unsafe or offensive behaviour;
  - (vi) harassment of a fellow workplace participant;
  - (vii) bringing the business of customers and clients into disrepute;
  - (viii) breaches of customer/client confidentiality;
  - (ix) the trafficking, possession of, or under the influence of, illegal drugs whilst on company premises; and
  - (x) the consumption of or being under the influence of alcohol while on duty, except where reasonably associated with work duties or work social activities.
- (e) Notwithstanding anything in this clause 19, employment of Casual Employees may be terminated by either the Employee or the Employer by giving forty-eight (48) hours' notice to the other Party.

## **20 Redundancy**

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### **20.1 Application**

- (a) The Employer may terminate an Employee's employment at any time as part of a genuine redundancy (as defined in the *Fair Work Act 2009*).
- (b) Subject to clause 20.1(c), the enhanced redundancy provisions set out in this clause apply the date this Agreement is lodged.
- (c) This clause 20 does not apply to:
  - (i) Nursing Employees (see Schedule 2 for specific Redundancy provisions that apply to Nursing Employees);
  - (ii) Casual Employees;
  - (iii) Employees who are engaged on a temporary basis or who are on probation;
  - (iv) Employees who leave employment due to retirement;
  - (v) Employees whose employment is terminated for any reason other than redundancy;
  - (vi) Employees engaged for a specific period of time or task (including fixed term Employees or Employees engaged until the completion of a defined project);
  - (vii) Employees who leave of their own accord for any reason whatsoever prior to the Employer's nominated termination date;
  - (viii) anyone employed after the date of the announcement that redundancy is to occur;

- (ix) Employees with less than one year of employment with the Employer;
- (x) situations where the business or part of the business of the Employer is sold or transmitted, and a new employer offers the employee terms and conditions which are similar or no less favourable than those in this Agreement irrespective of whether or not the employee accepts the offer; and
- (xi) without limiting the generality of clause 20.1(c)(x), situations where the Employee procures an offer of comparable or alternative employment, irrespective of whether or not the Employee accepts the offer. For the avoidance of any doubt, comparable alternative employment includes, but is not limited to, employment on terms and conditions which are no less favourable (or not significantly less favourable) in aggregate than the existing terms of employment

## **20.2 Notice**

- (a) The notice periods set out in clause 19(a) apply.
- (b) Notice may be worked out or paid out in lieu.

## **20.3 Severance payment**

- (a) In addition to the period of notice prescribed by this Agreement, where an Employee's employment is terminated on the grounds of redundancy, the Employee will be entitled to severance pay in accordance with the following table depending on the length of that Employee's continuous service with the Employer:

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 Weeks Pay
2 years and less than 3 years	6 Weeks Pay
3 years and less than 4 years	7 Weeks Pay
4 years and less than 5 years	8 Weeks Pay
5 years and less than 6 years	10 Weeks Pay
6 years and less than 7 years	11 Weeks Pay
7 years and less than 8 years	13 Weeks Pay
8 years and less than 9 years	14 Weeks Pay
9 years and less than 10 years	16 Weeks Pay
10 years and over	12 Weeks Pay

- (b) In this clause 20.3, **Weeks' Pay** means the Employee's weekly Base Wage as at the date of termination.

#### **20.4 Job search entitlement**

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one 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 day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, 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.

### **21 Abandonment of Employment**

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- (a) The Employer may deem that an Employee has abandoned their employment in circumstances where the Employee is absent from work for a period of three (3) consecutive working days or more without consent from the Employer or explanation; has failed to make contact with the Employer regarding their absences from work; and/or has failed to formalise this absence by providing written advice of their intentions, and does not return to work.
- (b) Within three (3) days of absence, the Employer will make reasonable attempt to contact the Employee to determine a reason for absence. If no response, the Employer will attempt to contact the Employee via post and the Employee will have ten (10) days to satisfy the Employer that they were absent for a reasonable cause.
- (c) If the Employee cannot provide the Employer with reasonable cause for their absence or the Employee does not respond, the Employee's employment may be terminated by providing the minimum period of notice as prescribed in the *Fair Work Act 2009* (Cth).

### **22 Employer's property**

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- (a) All property provided to Employees during the course of their employment, including but not limited to, uniforms, documents, keys, cards and work diaries, shall remain the property of the Employer, even though they may be retained in an Employee's possession during their employment as a consequence of their employment duties.
- (b) Employees must not borrow, lend, or assign any such property unless authorised to do so by the Employer.
- (c) On the termination of an Employee's employment, any and all property in the Employee's possession is to be returned to the Employer immediately.
- (d) The Employer will be entitled to deduct from any remuneration or accrued entitlements on termination of the relevant Employee's employment, for any reason, the value of any property not returned or the costs of replacing all such property and the relevant Employee will indemnify the Employer for any shortfall in the value of the property not returned, which exceeds the value of the Employee's pay and accrued entitlements at termination.

### **23 Confidential information**

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- (a) Employees may become aware of information relating to the business or affairs of the Employer or its Related Bodies Corporate, including their client lists and information, supplier



lists and information, sales and marketing information, and financial information between the Employer and any Related Bodies Corporate or clients (**Confidential Information**).

- (b) The Confidential Information remains the sole property of the Employer or its Related Bodies Corporate.
- (c) Employees must not, either during (except in the proper course of their duties) or after the termination of their employment, without the prior written consent of the Employer, directly or indirectly, divulge, use or otherwise disclose to any person, any Confidential Information, either for an Employee's own or for another's benefit.

## **24 Superannuation**

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- (a) The subject of superannuation is dealt with extensively by 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). This legislation, as varied from time to time, governs the superannuation rights and obligations of the Parties unless otherwise specified.
- (b) All Employees shall have the right to choose superannuation funds. Employees who do not nominate a superannuation fund will become members of the current default superannuation fund, which at the time of this Agreement is HESTA Superannuation Fund.
- (c) The Employer must make such superannuation contributions to a superannuation fund for the benefit of the Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.
- (d) Voluntary Employee contributions
  - (i) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the employer makes the superannuation contributions provided for in this clause.
  - (ii) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
  - (iii) The Employer must pay the amount of voluntary Employee contributions no later than 28 days after the end of the month in which the deduction was made.

## **25 Meetings and training**

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- (a) Employees shall, if directed by the Employer, attend meetings and training sessions. Whenever possible, meetings and training will be scheduled to occur as part of a rostered shift. Shifts will therefore be extended, where necessary, by the period of the meeting or training.
- (b) Where meetings or training are not part of the Employee's Ordinary Hours of work, Employees who are required to attend, will be paid for the hours they are in attendance at the meeting or training at their relevant Base Wage specified in Schedule 1 unless they

comprise a team bonding event. Employees will not be paid for any team bonding events but attendance shall be voluntary and all expenses shall be paid by the Employer.

## **26 Meal breaks**

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- (a) Employees who are rostered to work more than five (5) continuous hours in any one (1) day will be entitled to an unpaid break of between thirty (30) and sixty (60) minutes at a time agreed with the Employer.
- (b) Meal breaks will not be counted as time worked.
- (c) The time of taking the meal break may be varied by agreement between the Employer and Employee.

## **27 Rest breaks**

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- (a) Employees who are rostered to work more than five (5) continuous hours in any one (1) day will be entitled to a twenty (20) minute paid rest break. This can be taken as two (2) ten (10) minute rest pauses over the course of the Shift.
- (b) The Employer shall decide the time at which the Employees take the break(s), taking into account the needs of the business.
- (c) Rest breaks will count as time worked.

## **28 Uniforms**

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- (a) The Employee will supply company uniforms in accordance with the company's uniform policy which must be worn at all times by Employees when on duty.
- (b) Employees will be supplied with:
  - (i) work shirts (in an amount determined by the Employer); and
  - (ii) appropriate other attire.
- (c) Employees will be responsible for (at their cost) laundering and taking reasonable care of all uniforms provided by the Employer.
- (d) Uniforms will be replaced on an as needs basis.

## **29 Work related expenses**

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The Employer will reimburse all company approved out of pocket expenses that are reasonably incurred in the performance of the role, noting these expenses are to be approved by the CEO of the Employer in advance of the expense being incurred. Any expenditure, once approved, will only be reimbursed by the Employer upon an appropriate receipt or tax invoice being attached to a signed Expense Claim Form.

## **30 Work Health and Safety**

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- (a) All Employees are bound by the *Work Health and Safety Act (National Uniform Legislation) Act 2011* (NT), as amended, and must comply with all health and safety and fire authority

requirements, regulations and legislation. Breaches of this clause will be considered serious and subject to disciplinary action.

- (b) Employees are required to participate in the Employer's safety programs and be responsible for knowing and following the work health and safety rules applicable.
- (c) Employees agree that they will advise the Employer of any drugs or medication they are taking, and any pre-existing injury or illness which may affect their ability to work safely.
- (d) The Employer has a strict non-smoking policy. In particular, smoking will be restricted to scheduled breaks in designated smoking areas and smoking will not be permitted within the Employer's vehicles. Breaches of this clause will be considered serious and subject to disciplinary action.
- (e) The consumption of alcohol and drugs within work hours or within the Employer's work vehicles or workplace, is strictly prohibited. Breaches of this clause will be considered serious and subject to disciplinary action.
- (f) Employees agree to:
  - (i) take care of their own safety and the safety of others who may be affected by what they do or do not do in performing their work;
  - (ii) cooperate with the Employer on health and safety matters;
  - (iii) follow the emergency procedures applicable to the area in which they are working; and
  - (iv) report any accidents, hazards or sub-standard conditions arising in the workplace to their manager.

### **31 Other employment and conflicts of interest**

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- (a) While employed by the Employer, Employees must not engage in private business or undertake other employment in direct or indirect competition with the Employer:
  - (i) using any knowledge or materials gained during the course of their employment under this Agreement; or
  - (ii) that could impair their ability to act in the best interests of the Employer, without prior or written consent of the Employer.
- (b) Any such activity will be deemed to be a conflict of interest with the Employer, and may lead to the termination of employment under the terms of the Agreement.

### **32 Rosters and time records**

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- (a) The Employer will prepare and communicate a roster in a timely manner. Due to daily operational requirements, this roster may be varied.
- (b) Employees must follow the roster referred to in clause 32(a).
- (c) All Employees must complete timesheets.

### **33 Stand Down**

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- (a) The Employer may stand-down any Employees who cannot be usefully employed due to any stoppage of work or breakdown in machinery in accordance with the *Fair Work Act 2009* (Cth).



## SCHEDULE 1 Employees

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Nursing Employees					
Pupil Nurse (EN in Training 75%) (3rd year)	Work is under direct supervision of a Registered Nurse.  Competency at this level involves the application of knowledge and skills, limited to a range of tasks and roles that have been assessed as being competent. Evidence of competency remains the responsibility of the student.  Competencies are normally used within established routines, methods and procedures which are predictable, and within which judgement against established criteria is also involved.	No classification - \$22.83		No classification - \$30.44	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Nurse 1 (Enrolled Nurse)	<p>Work is under direct or indirect supervision of a Registered Nurse with some autonomy where working in teams is required.</p> <p>Competency at this level involves the application of knowledge and skills to a limited range of tasks and roles. There is a specified range of contexts where the choice of actions required is clear.</p> <p>Competencies are normally used within established routines, methods and procedures which are predictable, and within which judgement against established criteria is also involved.</p>	Year 1	30.44	Year 1	40.59
		Year 2	31.38	Year 2	41.84
		Year 3	32.36	Year 3	43.15
		Year 4	33.36	Year 4	44.48
		Year 5	34.41	Year 5	45.88
Nurse 1 (Advanced Practice)	<p>A Nurse 1 (Enrolled Nurse) with an Advanced Certificate or a Diploma qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area and endorsed to administer medications by the Board.</p> <p>The Nurse 1 (Advanced Practice) will also need to demonstrate advanced practice within each of the following domains:</p> <p>(a) Care Delivery / Clinical Responsibilities</p> <p>The Nurse 1 (Advanced Practice) will demonstrate a greater depth of knowledge and experience and more effective integration of theory practice. The Nurse 1 (Advanced Practice) provides care at an advanced level under the supervision of a Registered Nurse. This will include an ability to practice more</p>	No classification - \$35.29		No classification - \$47.05	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>autonomously with supervision by the Registered Nurse being more indirect than direct. The Nurse 1 (Advanced Practice) will collaborate with the Registered Nurse in the development of nursing plans and the provision of nursing care.</p> <p>(b) Learning and Inquiry</p> <p>The Nurse 1 (Advanced Practice) will demonstrate performance that enhances self-professional development and the professional development of others. This will include initiation of an ongoing professional development program for self, involvement in peer review and participation in activities related to the enhancement of context specific practice. The Nurse 1 (Advanced Practice) will also contribute to clinical research at a unit level and contribute to and support the implementation of evidence based practice.</p> <p>(c) Leadership Responsibilities</p> <p>In the demonstration of leadership responsibilities, the Nurse 1 (Advanced Practice) will act as a role model within the health care team. This will include contributing to the development, implementation and review of ward/service business plans. The Nurse 1 (Advanced Practice) will also provide support and direction within their level of competence. The Nurse 1 (Advanced Practice) may also take responsibility for unit activities other than direct patient care, for example, Workplace Health and Safety Officer or manual handling coordinator.</p> <p>(d) Networks, Partnerships and Team responsibilities</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	The role requires the Nurse 1 (Advanced Practice) to demonstrate sound and effective communication skills with members of the health team, patients, families, visitors and staff from other agencies. This would include initiating, maintaining and using team networks in a mature, confident manner to achieve positive patient outcomes.				
Nurse 2 (Registered Nurse/Registered Midwife)	<p>Work is likely to be under routine supervision with intermittent checking, but may take the form of general guidance and considerable autonomy where working in teams is required.</p> <p>Responsibility for the work of others may be involved, and team co-ordination may be required.</p> <p>Competency at this level involves the application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is usually clear, with limited complexity in the choice.</p> <p>Competencies are normally used within established routines, methods and procedures, in some cases involving discretion and judgement about possible actions.</p>	2.1	34.41	2.1	45.88
		2.2	36.27	2.2	48.36
		2.3	38.12	2.3	50.83
		2.4	39.97	2.4	53.29
		2.5	42.13	2.5	56.17
		2.6	43.75	2.6	58.33
		2.7	45.53	2.7	60.71
Nurse 3 (Registered Nurse/Registered Midwife)	Work is likely to be under limited supervision with checking related to overall progress, but may take the form of broad guidance and autonomy where working in teams is required.	3.1	47.43	3.1	63.24



Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>Responsibility for the work of others may be involved, and team coordination may be required.</p> <p>Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a range of tasks and roles in a variety of contexts, with some complexity in the extent and choice of actions required.</p> <p>Competencies are normally used within routines, methods and procedures where some discretion and judgement is required in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.</p>	3.2	49.33	3.2	65.77
		3.3	50.67	3.3	67.56
Nurse 4 (Registered Nurse/Registered Midwife)	<p>Work is likely to be without supervision with general guidance on progress and outcomes sought.</p> <p>The work of others may be supervised or teams guided or facilitated. Responsibility for and limited organisation of the work of others may be involved.</p> <p>Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks and roles in a variety of contexts, with complexity in the range and choice of actions required.</p> <p>Competencies are normally used within routines, methods and procedures where discretion and judgement is required, for both self and others, in planning and selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.</p>	4.1	52.78	4.1	70.37
		4.2	54.63	4.2	72.84
		4.3	56.70	4.3	75.60

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Nurse 5 (Registered Nurse/Registered Midwife)	<p>Work is likely to be under broad guidance. The work of others may be supervised or teams guided. Responsibility for the planning and management of the work of others may be involved.</p> <p>Competency at this level involves the self-directed application of knowledge with substantial depth in some areas, and a range of technical and other skills to tasks, roles and functions in both varied and highly specific contexts.</p> <p>Competencies are normally used independently and both routinely and non-routinely. Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.</p>	5.1	58.12	5.1	77.49
		5.2	60.56	5.2	80.75
Nurse 6 (Registered Nurse/Registered Midwife)	<p>Work is likely to under limited guidance in line with abroad plan, budget or strategy.</p> <p>Responsibility and defined accountability for the management and output of the work of others and for a defined function or functions may be involved.</p> <p>Competency at this level involves the self-directed development of knowledge with substantial depth</p>	6.1	63.89	6.1	85.19

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>across a number of areas or mastery of a specialised area with a range of skills.</p> <p>Application is to major functions in either varied or highly specific contexts.</p> <p>Competencies are normally used independently and are substantially non-routine.</p> <p>Significant judgement is required in planning, design, technical or supervisory functions related to products, services, operations or processes.</p>	6.2	66.45	6.2	88.60
Nurse 7	<p>Work is likely to be in accordance with a broad plan, budget or strategy.</p> <p>Responsibility or broad ranging accountability for the structure, management and output of the work of others or functions may be involved.</p> <p>Competency at this level involves the self-directed development and mastery of broad or specialised areas of knowledge with a range of skills. Application is to major, broad or specialised functions in highly varied or highly specialised contexts.</p> <p>Competencies are normally used independently and are non-routine. Significant high level judgement is required in planning, design, operational, technical or management functions.</p>	7.1	71.77	7.1	95.69
		7.2	74.35	7.2	99.13

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Nurse 8	Work is likely to involve full responsibility and accountability for all aspects of the work of others and functions including planning, budgeting and strategy where required.  Competency at this level involves self-directed development and mastery of a range of knowledge and skills. Application is to major functions either broad or specialised within highly varied or highly specialised contexts.	8.1	77.31	8.1	103.08
	Competencies are normally used with full independence and in contexts and combinations of great variability. The highest level of complex judgement is applied in planning, design, technical or management functions.  Nurse 8 includes all competencies that might be regarded as higher in level than those characteristics used in the descriptor to distinguish it from Nurse 7.	8.2	79.91	8.2	106.55
Non-Nursing Employees					
Aboriginal Community Controlled Health Services Award 2010					
Aboriginal Health Worker Grade 1 / Aboriginal Community Health Worker Grade 1	An employee in their first year of service who will generally have no direct experience in the provision of Aboriginal health services.  They will provide primary health services education and liaison duties under the direct supervision of an Aboriginal Health Worker Grade 2,3 or 4.	No classification - \$24.00		No classification - \$30.00	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Aboriginal Health Worker Grade 2 / Aboriginal Community Health Worker Grade 2	<p>(a) a person who has completed Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent, or the required Aboriginal Community Health Worker qualification;</p> <p>(b) a person with other qualifications or experience deemed equivalent by an Aboriginal community controlled health service; or</p> <p>(c) an Aboriginal Health Worker Grade 1 who has been promoted to Aboriginal Health Worker Grade 2 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Grade 1.</p> <p>(d) An Aboriginal Health Worker Grade 2 is expected to provide a range of health functions of a clinical, preventative, rehabilitative or promotional nature under the general direction of other staff of the Aboriginal community controlled health service.</p> <p>(e) Duties include, under the direct supervision of an Aboriginal Health Worker Grade 3 or 4:</p> <p>(i) assist in the provision of comprehensive primary health care and education of clients, in conjunction with other members of the health care team;</p>				
		No classification - \$28.00		No classification - \$35.00	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(ii) under instruction assist in the provision of standard medical treatments in accordance with established medical protocols;</p> <p>(iii) collect and record data from clients which will assist in the diagnosis and management of common medical problems and medical emergencies;</p> <p>(iv) in line with policies and programs established by the health team, participate in educating and informing the community about preventative health measures; and</p> <p>(v) undertake orientation and training programs as available.</p> <p>(f) An Aboriginal Health Worker or Aboriginal Community Health Worker required by State or Territory legislation to maintain registration as a condition of their employment who holds a Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent or the required qualification for an Aboriginal Community Health Worker will be classified as no less than a Grade 2 Level 2 Aboriginal Health Worker/Aboriginal Community Health Worker. It is desirable that staff at this grade should have Aboriginal knowledge and cultural skills—level 1.</p>				

<p>Aboriginal Health Worker Grade 3</p>	<p>(a) A Senior Aboriginal Health Worker, a person who independently undertakes a full range of duties, including dealing with the most complex matters. A Senior AHW would hold either Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent. Workers will be expected to perform their duties with little supervision, and may be required to work as a sole practitioner remote from the health service; or</p> <p>(b) An Aboriginal Health Worker—Team Leader, a person who heads a small team of Aboriginal Health Workers. Workers at this level will be required to hold expert knowledge of Aboriginal health issues, as well as assisting with the planning and supervision of other workers' duties. An Aboriginal Health Worker—Team Leader would hold either Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent; or</p> <p>(c) An Aboriginal Health Worker who holds a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent.</p> <p>It is desirable that employees at this grade have Aboriginal knowledge and cultural skills—level 1.</p>	<p>No classification - \$31.00</p>	<p>No classification - \$38.75</p>
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Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Aboriginal Health Worker Grade 4	<p>(a) A person who performs a senior co-ordinating role in respect of Aboriginal Health Workers within an Aboriginal community controlled health service. An Aboriginal Health Worker with either a Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or other qualifications or experience deemed equivalent by the Aboriginal community controlled health service will be classified at this grade.</p> <p>(b) An Aboriginal Health Worker required by State or Territory legislation to maintain registration as a condition of their employment who holds a either Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent will be classified as no less than a Grade 4 Level 2 Aboriginal Health Worker and their classification descriptor will be Aboriginal Health Worker Practitioner Grade 4 Level 2.</p> <p>It is desirable that staff at this grade should have Aboriginal knowledge and cultural skills—level 2.</p>	No classification - \$33.00		No classification - \$41.25	



Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Administrative Grade 1	<p>(a) This is the base of the administrative classification structure. There are no prescribed educational qualifications required.</p> <p>(b) Positions at this level work under close direction and initially require the application of basic skills and routines such as providing receptionist services, straight-forward operation of keyboard equipment, filing, photocopying, collating, collecting and distributing, carrying out routine checks by simple comparisons, simple coding, maintaining basic records, mail procedures, obtaining or providing information about straight-forward matters and routine user maintenance of office equipment.</p> <p>(c) The work may involve a combination of the activities outlined above including keyboard, clerical and other duties. Keyboard tasks usually involve the straight-forward operation of keyboard equipment but may include the keying of data containing specialised or unusual technical terms or complicated tables or diagrams which demand considerable judgment about layout, and the manipulation and interpretation of data before and during entry.</p> <p>(d) Initially work is performed under close direction using established routines, methods and procedures and there is little scope for deviating from these. Tasks should be mixed to provide a range of work</p>				
		No classification - \$23.00		No classification - \$28.75	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>experience; some may be of a routine operational nature. Problems can usually be solved by reference to straight-forward methods, procedures and instructions. Assistance is available if required when problems arise.</p> <p>(e) Staff undertaking work at this grade would normally become competent in individual tasks after a limited period of training or experience.</p> <p>(f) The work performed may be routine in nature but some knowledge and application of specific procedures, instructions, regulations or other requirements relating to general administration (e.g. personnel or finance operations) and to specific departmental programs or activities may be required.</p> <p>(g) Staff at this grade may assist senior members of staff in the task being undertaken by them. Work may include drafting basic material for inclusion in reports and submissions, including form or routine letters and checking applications for benefits or grants.</p>				

Administrative Grade 2	<p>(a) This level encompasses a range of work which requires routine experience or the application of skills derived from work of a similar nature and a general knowledge of the work to be performed. This is the first level which may include a supervisory role. Staff may be required to follow and interpret rules, regulations, guidelines, instructions and procedures, and be capable of undertaking a range of duties requiring judgment, liaison and communication within the health service, with clients of the health service and with other interested parties.</p> <p>(b) Positions at this grade usually work under general direction and the work is subject to regular checks. Detailed instructions are not necessary and there is scope for staff to exercise initiative in applying established work practices and procedures.</p> <p>(c) The solution of problems may require the exercise of limited judgment, though guidance would be available in guidelines, procedures, regulations and instructions. The understanding of the information should allow decisions or policies relating to specific circumstances to be explained. Liaison within the health service, with clients of the health service, or with other interested parties may be necessary.</p> <p>(d) This is the first grade of which formal delegations may be found within the operations of the work area (e.g. approval of annual, personal and carer's leave and examination of accounts).</p> <p>(e) Secretarial/administrative support positions may be included in this grade where this is warranted, having regard to:</p>	No classification - \$25.00	No classification - \$31.25
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	<p>(i) the range of knowledge and skills required;</p> <p>(ii) the degree of independence and responsibility assumed in undertaking tasks; and</p> <p>(iii) the degree of direction given by the supervisor.</p> <p>(f) Positions where there is a frequently recurring need to take and transcribe verbatim the proceedings of conferences or deputations are included in this grade.</p> <p>It is desirable that staff at this grade have Aboriginal knowledge and cultural skills—level 1.</p>		
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Administrative Grade 3	<p>(a) Positions at this grade usually work under general direction and require relevant experience combined with a broad knowledge of the functions and activities of the health service and a sound knowledge of the major activity performed within the work area. Positions with supervisory responsibilities may undertake some complex operation work and may assist with, or review, work undertaken by subordinates or team members.</p> <p>(b) Positions with supervisory responsibilities may include a degree of planning and coordination and tasks such as monitoring staff attendance and work flow.</p> <p>(c) Problems faced may be complex yet broadly similar to past problems. Solutions generally can be found in rules, regulations, guidelines, procedures and instructions though these may require some interpretation and application of judgment. There is scope for the exercise of initiative in application of established work practices and procedures.</p> <p>(d) Positions at this grade may exercise delegations. Decisions made may have an impact on the relevant health service (e.g. on financial resources), but are normally of a limited procedural or administrative importance.</p> <p>It is desirable that staff at this grade have Aboriginal knowledge and cultural skills—level 1.</p>	No classification - \$27.00	No classification - \$33.75
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Administrative Grade 4	<p>a) Positions at this grade usually work under general direction within clear guidelines and established work practices and priorities, in functions which require the application of knowledge, skills and techniques appropriate to the work area. Work at this grade requires a sound knowledge of program, activity, policy or service aspects of the work performed within a functional element, or a number of work areas. The Grade 4 position is the first grade where technical or professional qualifications may be required or desirable.</p> <p>(b) Work is usually performed under general direction and may cover a range of tasks associated with program activity or administrative support to senior officers. Tasks may include providing administrative support to staff within technical or professional structures. This may include the collection and analysis of data and information and the preparation of reports, publications, papers and submissions including findings and recommendations.</p> <p>(c) Positions at this level may have supervisory responsibilities over staff operating a wide range of equipment or undertaking a variety of tasks in the area of responsibility.</p> <p>It is desirable that staff at this grade have Aboriginal knowledge and cultural skills—level 1.</p>	No classification - \$29.00	No classification - \$36.25
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Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Administrative Grade 5	<p>(a) Positions at this level work under general direction in relation to established priorities, task methodology and work practices to achieve results in line with the corporate goals of the health service.</p> <p>(b) Positions at this grade may, under general direction of work priorities, undertake the preparation of preliminary papers, draft complex correspondence for senior officers, undertake tasks of a specialist or detailed nature, assist in the preparation of procedural guidelines, provide information or interpretation to other interested parties, exercise specific process responsibilities and oversee and co-ordinate the work of subordinate staff.</p> <p>(c) Work may involve specialist subject matter of a professional or technical project, procedural or processing nature, or a combination of these functions.</p> <p>It is desirable that staff at this grade have Aboriginal knowledge and cultural skills—level 1.</p>	No classification - \$31.00		No classification - \$38.75	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Administrative Grade 8	<p>Positions at this grade will be the Chief Executive Officer of an Aboriginal community controlled health service other than those classified at Grade 7 who reports to and is responsible for the administration of the health service to the Board of Management and to whom heads of programs or activities within the health service report and are responsible.</p> <p>It is desirable that staff at this grade have Aboriginal knowledge and cultural skills—level 3.</p>	No classification - \$40.00		No classification - \$50.00	
Social, Community, Home Care and Disability Services Award 2010					
Social and Community Services Employee Level 1	<p>(a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.</p> <p>(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.</p> <p>(c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise</p>				
		No classification - \$23.00		No classification - \$28.75	



Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>judgment in the planning of their own work within those confines.</p> <p>(d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.</p> <p>(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.</p> <p>(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.</p> <p>(g) At this level, employers are expected to offer substantial internal and/or external training.</p> <p>Responsibilities</p> <p>A position at this level may include some of the following inputs or those of a similar value:</p> <p>(a) undertake routine activities of a clerical and/or support nature;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;</p> <p>(c) provide routine information including general reception and telephonist duties;</p> <p>(d) provide general stenographic duties;</p> <p>(e) apply established practices and procedures;</p> <p>(f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;</p> <p>(g) 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;</p> <p>(h) 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.</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>Requirements of the position</p> <p>Some or all of the following are needed to perform work at this level:</p> <p>(a) Skills, knowledge, experience, qualifications and/or training</p> <p>(i) developing knowledge of the workplace function and operation;</p> <p>(ii) basic knowledge of administrative practices and procedures relevant to the workplace;</p> <p>(iii) a developing knowledge of work practices and policies of the relevant work area;</p> <p>(iv) basic numeracy, written and verbal communication skills relevant to the work area;</p> <p>(v) at this level employers are required to offer substantial on-the-job training.</p> <p>(b) Organisational relationships</p> <p>Work under direct supervision.</p> <p>(c) Extent of authority</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	(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				
Social and Community Services Employee Level 2	(a) 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.  (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices				
		No classification - \$30.00		No classification - \$37.50	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may 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.</p> <p>(c) 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.</p> <p>(d) 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.</p> <p>(e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level.</p> <p>Responsibilities</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>A position at this level may include some of the following:</p> <p>(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;</p> <p>(b) achieve outcomes which are clearly defined;</p> <p>(c) respond to enquiries;</p> <p>(d) assist senior employees with special projects;</p> <p>(e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;</p> <p>(f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;</p> <p>(g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(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;</p> <p>(i) assist in calculating and maintaining wage and salary records;</p> <p>(j) assist with administrative functions;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(including work allocation, rostering and providing guidance) as part of the delivery of disability services.</p> <p>Requirements of the position</p> <p>Some or all of the following are needed to perform work at this level:</p> <p>(a) Skills, knowledge, experience, qualification and/or training</p> <p>(i) basic skills in oral and written communication with clients and other members of the public;</p> <p>(ii) knowledge of established work practices and procedures relevant to the workplace;</p> <p>(iii) knowledge of policies relating to the workplace;</p> <p>(iv) application of techniques relevant to the workplace;</p> <p>(v) developing knowledge of statutory requirements relevant to the workplace;</p> <p>(vi) understanding of basic computing concepts.</p> <p>(b) Prerequisites</p>				



Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(i) an appropriate certificate relevant to the work required to be performed;</p> <p>(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;</p> <p>(iii) appropriate on-the-job training and relevant experience; or</p> <p>(iv) entry point for a diploma without experience.</p> <p>(c) Organisational relationships</p> <p>(i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities;</p> <p>(ii) provide limited guidance to a limited number of lower classified employees.</p> <p>(d) Extent of authority</p> <p>(i) work outcomes are monitored;</p> <p>(ii) have freedom to act within established guidelines;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	(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.				
Social and Community Services Employee Level 3	(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 which are well established.	No classification - \$32.00		No classification - \$40.00	
	(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				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.</p> <p>(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 facility for persons with a disability.</p> <p>(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.</p> <p>(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.</p> <p>Responsibilities</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>To contribute to the operational objectives of the work area, a position at this level may include some of the following:</p> <p>(a) undertake responsibility for various activities in a specialised area;</p> <p>(b) exercise responsibility for a function within the organisation;</p> <p>(c) allow the scope for exercising initiative in the application of established work procedures;</p> <p>(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;</p> <p>(e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;</p> <p>(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;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(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;</p> <p>(h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;</p> <p>(i) supervise a limited number of lower classified employees or volunteers;</p> <p>(j) allow the scope for exercising initiative in the application of established work procedures;</p> <p>(k) deliver single stream training programs;</p> <p>(l) co-ordinate elementary service programs;</p> <p>(m) provide assistance to senior employees;</p> <p>(n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(i) undertake some minor phase of a broad or more complex assignment;</p> <p>(ii) perform duties of a specialised nature;</p> <p>(iii) provide a range of information services;</p> <p>(iv) plan and co-ordinate elementary community-based projects or programs;</p> <p>(v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.</p> <p>(o) in the delivery of disability services as above, 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.</p> <p>Requirements of the job</p> <p>Some or all of the following are needed to perform work at this level:</p> <p>(a) Skills, knowledge, experience, qualifications and/or training</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(i) thorough knowledge of work activities performed within the workplace;</p> <p>(ii) sound knowledge of procedural/operational methods of the workplace;</p> <p>(iii) may utilise limited professional or specialised knowledge;</p> <p>(iv) working knowledge of statutory requirements relevant to the workplace;</p> <p>(v) ability to apply computing concepts.</p> <p>(b) Prerequisites</p> <p>(i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level;</p> <p>(ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level;</p> <p>(iii) associate diploma with relevant experience; or</p> <p>(iv) relevant certificate with relevant experience, or experience attained through previous appointments,</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.</p> <p>(c) Organisational relationships</p> <p>(i) graduates work under direct supervision;</p> <p>(ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities;</p> <p>(iii) operate as member of a team;</p> <p>(iv) supervision of other employees.</p> <p>(d) Extent of authority</p> <p>(i) graduates receive instructions on the broader aspects of the work;</p> <p>(ii) freedom to act within defined established practices;</p> <p>(iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.</p>				



Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Social and Community Services Employee Level 4	<p>(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.</p> <p>(b) General features at this level require the application of knowledge and skills which 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.</p> <p>(c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.</p> <p>(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.</p>	No classification - \$37.00		No classification - \$46.25	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(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.</p> <p>(f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.</p> <p>Responsibilities</p> <p>To contribute to the operational objectives of the workplace, a position at this level may include some of the following:</p> <p>(a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;</p> <p>(b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;</p> <p>(c) identification of specific or desired performance outcomes;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;</p> <p>(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;</p> <p>(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;</p> <p>(g) provide administrative support of a complex nature to senior employees;</p> <p>(h) exercise responsibility for various functions within a work area;</p> <p>(i) provide assistance on grant applications including basic research or collection of data;</p> <p>(j) undertake a wide range of activities associated with program activity or service delivery;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;</p> <p>(l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;</p> <p>(m) apply computer programming knowledge and skills in systems development, maintenance and implementation;</p> <p>(n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;</p> <p>(o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:</p> <p>(i) liaise with other professionals at a technical/professional level;</p> <p>(ii) discuss techniques, procedures and/or results with clients on straight forward matters;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(iii) lead a team within a specialised project;</p> <p>(iv) provide a reference, research and/or technical information service;</p> <p>(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;</p> <p>(vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;</p> <p>(vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.</p> <p>Requirements of the position</p> <p>Some or all of the following are needed to perform work at this level:</p> <p>(a) Skills, knowledge, experience, qualifications and/or training</p> <p>(i) knowledge of statutory requirements relevant to work;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(ii) knowledge of organisational programs, policies and activities;</p> <p>(iii) sound discipline knowledge gained through experience, training or education;</p> <p>(iv) knowledge of the role of the organisation and its structure and service;</p> <p>(v) specialists require an understanding of the underlying principles in the discipline.</p> <p>(b) Prerequisites</p> <p>(i) relevant four year degree with one years relevant experience;</p> <p>(ii) three year degree with two years of relevant experience;</p> <p>(iii) associate diploma with relevant experience;</p> <p>(iv) lesser formal qualifications with substantial years of relevant experience; or</p> <p>(v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(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.</p> <p>(d) Employees working as sole employees will commence at this level.</p> <p>(e) Organisational relationships</p> <p>(i) works under general direction;</p> <p>(ii) supervises other staff and/or volunteers or works in a specialised field.</p> <p>(f) Extent of authority</p> <p>(i) required to set outcomes within defined constraints;</p> <p>(ii) provides specialist technical advice;</p> <p>(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;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	(iv) solutions to problems generally found in precedents, guidelines or instructions;  (v) assistance usually available.				
Social and Community Services Employee Level 6	(a) A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.  (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.  (c) Positions at this level will require responsibility for decision-making in the particular work area and the	No classification - \$44.00		No classification - \$55.00	



Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.</p> <p>(d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.</p> <p>(e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>Responsibilities</p> <p>To contribute to the operational objectives of the work area, a position at this level may include some of the following:</p> <p>(a) undertake significant projects and/or functions involving the use of analytical skills;</p> <p>(b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;</p> <p>(c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;</p> <p>(d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;</p> <p>(e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(f) provide advice on matters of complexity within the work area and/or specialised area;</p> <p>(g) control and co-ordinate a work area or a larger organisation within budgetary constraints;</p> <p>(h) exercise autonomy in establishing the operation of the work area;</p> <p>(i) provide a consultancy service for a range of activities and/or to a wide range of clients;</p> <p>(j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:</p> <p>(i) provide support to a range of activities or programs;</p> <p>(ii) control and co-ordinate projects;</p> <p>(iii) contribute to the development of new procedures and methodology;</p> <p>(iv) provide expert advice and assistance relevant to the work area;</p> <p>(v) supervise/manage the operation of a work area and monitor work outcomes;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(vi) supervise on occasions other specialised staff;</p> <p>(vii) supervise/manage the operation of a discrete element which is part of a larger organisation;</p> <p>(viii) provide consultancy services for a range of activities.</p> <p>B.6.3 Requirements of the position</p> <p>Some or all of the following are needed to perform work at this level:</p> <p>(a) Skills, knowledge, experience, qualification and/or training</p> <p>(i) comprehensive knowledge of organisation policies and procedures;</p> <p>(ii) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;</p> <p>(iii) specialist knowledge gained through experience, training or education;</p> <p>(iv) appreciation of the long term goals of the organisation;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>(v) detailed knowledge of program activities and work practices relevant to the work area;</p> <p>(vi) knowledge of organisation structures and functions;</p> <p>(vii) comprehensive knowledge of requirements relevant to the discipline.</p> <p>(b) Prerequisites</p> <p>(i) degree with substantial experience;</p> <p>(ii) post graduate qualification;</p> <p>(iii) associate diploma with substantial experience;</p> <p>(iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.</p> <p>(c) Organisational relationships</p> <p>(i) works under limited direction from senior employees of the Committee of Management or Board;</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	(ii) supervision of staff.  (d) Extent of authority  (i) exercise a degree of autonomy;  (ii) may manage a work area or medium to large organisation or multi-worksite organisation;  (iii) has significant delegated authority;  (iv) selection of methods and techniques based on sound judgment;  (v) manage significant projects and/or functions;  (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.				
Aged Care Award 2010					
Aged Care Employee Level 1  (includes: Cleaner and Assistant Gardener)	An employee who has less than three months' work experience in the industry and performs basic duties.  An employee at this level:  ● works within established routines, methods and procedures;	No classification - \$22.00		No classification - \$26.25	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<ul style="list-style-type: none"> <li>• has minimal responsibility, accountability or discretion;</li> <li>• works under direct or routine supervision, either individually or in a team; and</li> <li>• requires no previous experience or training.</li> </ul>				
Aged Care Employee Level 2  (includes: Cleaner, Gardener (non-trade) and Driver (less than 3 ton)	An employee at this level: <ul style="list-style-type: none"> <li>• is capable of prioritising work within established routines, methods and procedures;</li> <li>• is responsible for work performed with a limited level of accountability or discretion;</li> <li>• works under limited supervision, either individually or in a team;</li> <li>• possesses sound communication skills; and</li> <li>• requires specific on-the-job training and/or relevant skills training or experience.</li> </ul>	No classification - \$23.00		No classification - \$27.50	
Aged Care Employee Level 3  (includes: Driver (less than 3 ton) who is required to hold a St John	An employee at this level: <ul style="list-style-type: none"> <li>• is capable of prioritising work within established routines, methods and procedures (non admin/clerical);</li> </ul>	No classification - \$24.00		No classification - \$28.75	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Ambulance First Aid Certificate)	<ul style="list-style-type: none"> <li>• is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);</li> <li>• works under limited supervision, either individually or in a team (non admin/clerical);</li> <li>• possesses sound communication and/or arithmetic skills (non admin/clerical);</li> <li>• requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and</li> <li>• In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.</li> </ul>				
Aged Care Employee Level 4	<p>An employee at this level:</p> <ul style="list-style-type: none"> <li>• is capable of prioritising work within established policies, guidelines and procedures;</li> <li>• is responsible for work performed with a medium level of accountability or discretion;</li> <li>• works under limited supervision, either individually or in a team;</li> <li>• possesses good communication, interpersonal and/or arithmetic skills; and</li> </ul>	No classification - \$25.00		No classification - \$30.00	



Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<ul style="list-style-type: none"> <li>• requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.</li> <li>• In the case of a Personal care worker, is required to hold a relevant Certificate III qualification.</li> </ul>				
Aged Care Employee Level 5	<p>An employee at this level:</p> <ul style="list-style-type: none"> <li>• is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;</li> <li>• is responsible for work performed with a substantial level of accountability;</li> <li>• works either individually or in a team;</li> <li>• may assist with supervision of others;</li> <li>• requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);</li> <li>• may require basic computer knowledge or be required to use a computer on a regular basis;</li> <li>• possesses administrative skills and problem solving abilities;</li> </ul>	No classification - \$26.00		No classification - \$31.25	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<ul style="list-style-type: none"> <li>• possesses well developed communication, interpersonal and/or arithmetic skills; and</li> <li>• requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.</li> </ul>				
Aged Care Employee Level 6  (includes: Gardner (advanced))	An employee at this level: <ul style="list-style-type: none"> <li>• is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;</li> <li>• is responsible for work performed with a substantial level of accountability and responsibility;</li> <li>• works either individually or in a team;</li> <li>• may require comprehensive computer knowledge or be required to use a computer on a regular basis;</li> <li>• possesses administrative skills and problem solving abilities;</li> <li>• possesses well developed communication, interpersonal and/or arithmetic skills; and</li> <li>• may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.</li> </ul>	No classification - \$27.00		No classification - \$32.50	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Aged Care Employee Level 7  (includes: Gardener superintendent)	<p>An employee at this level:</p> <ul style="list-style-type: none"> <li>• is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;</li> <li>• is responsible for work performed with a substantial level of accountability and responsibility;</li> <li>• may supervise the work of others, including work allocation, rostering and guidance;</li> <li>• works either individually or in a team;</li> <li>• may require comprehensive computer knowledge or be required to use a computer on a regular basis;</li> <li>• possesses developed administrative skills and problem solving abilities;</li> <li>• possesses well developed communication, interpersonal and/or arithmetic skills; and</li> <li>• may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.</li> </ul>	No classification - \$27.00		No classification - \$33.75	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
Northern Territory Public Sector Designations					
Administrative Officer AO2	<p><b>Primary Objective:</b> As a member of Health Development responsible for the provision of administrative, clerical and word processing support; act as a primary contact point for all enquiries and support the activities of other team members.</p> <p><b>Key Duties and Responsibilities:</b></p> <ol style="list-style-type: none"><li>1. Provide a high level of administrative, clerical and reception support to the Outreach Team.</li><li>2. Maintain filing systems, obtain quotations and organise ordering of essential office supplies and equipment</li><li>3. Monitor and distribute mail and the dispatch and return of hardware/equipment which is owned and loaned by occupants within the location.</li><li>4. Preparation of correspondence, minutes of staff and meetings and reports as required, and distribute as directed. This includes all organisational tasks related to meetings, workshops and conferences.</li><li>5. Maintain databases and coordinate the collection of information and data relevant to public health programs.</li><li>6. Build and maintain supportive relationships with the team and provide ongoing support</li></ol>	No Classification - \$30.00		No Classification - \$31.25	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>and advice about TEHS and team policies and work procedures.</p> <p>7. Show initiative and take on projects as directed.</p> <p>8. Monitor and process internal requests, travel and accounts for payment.</p> <p><b><u>Selection Criteria:</u></b></p> <p><b>Essential</b></p> <p>1. Proven administration experience, including maintenance of administrative records and well developed resource skills.</p> <p>2. Demonstrated experience in interacting effectively with community based agencies and government departments.</p> <p>3. Demonstrated ability to exercise initiative and to be well organised, self-directing and manage competing demands for multiple projects within given time lines.</p> <p>4. Demonstrated written and oral communication skills in a cross-cultural context.</p> <p>5. Well-developed competency in computer skills with sound working knowledge of several software packages including Word, Access, PowerPoint and Publisher.</p> <p>6. Demonstrated ability to observe confidentiality and to ensure data and other documents are not accessed by or available to unauthorised personnel.</p>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	7. Ability to interact effectively with people from different cultures. 8. NT manual drivers licence or ability to obtain. <b>Desirable</b> 1. Relevant certificate level qualification.				
Aboriginal Community Worker AO2	<b>Primary Objective</b> As part of the Remote Health and Families Team assist with activities to promote health and wellbeing in the community.  <b>Key Responsibilities</b> <ol style="list-style-type: none"> <li>1. Advise health and community services professionals on communicating effectively with Aboriginal community members using appropriate language, culture and protocols.</li> <li>2. Communicate and assist with clinical interventions and support to individuals and families about health and family services with people and family groups accessing health and family services.</li> <li>3. Work collaboratively with visiting professionals to engage with or provide services to community members and their families.</li> </ol>	No Classification - \$26.00		No Classification - \$37.50	

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<ol style="list-style-type: none"> <li>4. Work with Community Members and Health and Families Teams to develop a health care/ family care plans.</li> <li>5. In conjunction with Community Members and Health and Families Team develop resources and activities to share health information to individuals and groups.</li> </ol> <p><b>Selection criteria</b> <b>Essential:</b></p> <ol style="list-style-type: none"> <li>1. Being accepted by Aboriginal people and culturally sensitive in terms of protocols and a genuine appreciation of the values and attitudes of Aboriginal people and the ability to communicate effectively and negotiate with Aboriginal community members and health and community services people.</li> <li>2. Strong knowledge and ability to work within community cultural protocols and community governance structures.</li> <li>3. Experience working with families in a remote community context including ability to work in partnership with team members</li> </ol>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<ol style="list-style-type: none"> <li>4. English language skills sufficient to provide verbal reports and a written record of activities.</li> <li>5. Willingness to undertake a program of study toward a Certificate III in Community Services Work.</li> <li>6. Knowing how to identify gaps in health knowledge and share health information.</li> <li>7. Understanding of health and community service needs of individuals and communities.</li> <li>8. Assist in the development of educational resources that promote health and wellbeing for individuals and families.</li> <li>9. An ability to interact effectively with people from diverse cultures.</li> </ol> <p><b>Desirable:</b></p> <ol style="list-style-type: none"> <li>1. Certificate III in Community Services Work and a Northern Territory Drivers Licence or the ability to obtain one.</li> </ol>				
Pharmacy Assistant AO1	<p><b>Primary Objective</b></p> <p>The Maningrida Medicines Support Worker's role is to assist and work under the direct supervision of the Pharmacist. The role will include managing the</p>	No classification - \$21.00		No classification - \$26.25	



Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>technical components of medicine supply to MHC and associated services undertake duties such as stock ordering, unpacking and storing of client held and health centre general stock medicines, the Medicines Support Worker may be asked to assist Health Practicians to translate and interpret where appropriate and possible when there are language difficulties, to explain about medicines to patients. (Please not due to cultural aspects or the many different languages spoken in the region, the medicine support worker may not be able to assist with translation).</p> <p><b>Key Responsibilities</b></p> <ol style="list-style-type: none"> <li>1. Assist and work directly under the supervision of the Pharmacist. The Medicines Support Worker is only to enter the drug storage room when the pharmacist is present. If the pharmacist is not present the Medicines Support Worker is to undertake other duties elsewhere in the clinic, for example at reception.</li> <li>2. The Medicines Support Worker must always keep all patient medical information confidential and private and not discuss this with anybody except with MHC Health Practitioner staff when appropriate to do so.</li> <li>3. Ordering of imprest medicines or health centre general stock from pharmacy supplies</li> </ol>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<ol style="list-style-type: none"> <li>4. Ordering of medicines for specific clients both where: <ul style="list-style-type: none"> <li>• Supplied within dose administration aids</li> <li>• Supplied in original manufacturers package</li> <li>• Faxing/emailing new client prescriptions to the contracted pharmacy for supply</li> </ul> </li> <li>5. Undertake drug room stock management according to endorsed guidelines, including: <ul style="list-style-type: none"> <li>• Reconciling received stock to orders</li> <li>• Evaluation of stock viability</li> <li>• Monitoring of stock storage requirements</li> <li>• Undertake regular stock takes</li> </ul> </li> <li>6. Facilitate return of non-viable medicines for appropriate destruction</li> <li>7. Be responsible for keeping the medicines room clean and tidy and removing and disposing of rubbish from the Drug Storage Room.</li> <li>8. Participate in quality improvement activities relating to ordering and supply of medicines</li> <li>9. Act as a community liaison with pharmacy supplies to facilitate improved timeliness of medicine supply where directed by the HCM</li> <li>10. Where it is culturally appropriate and the medicines support worker is able, the</li> </ol>				

Job Title	Typical Duties and Competency Skills	Full Time and Part Time hourly rate* Effective 1 July 2019		Casual hourly rate* Effective 1 July 2019	
		Classification	\$	Classification	\$
	<p>medicine support worker can act as a translator and interpreter for Doctors and nurses and the pharmacist when there are language difficulties to assist to explain about medicines to patients</p> <p><b>Selection Criteria</b> <b>Essential:</b></p> <ol style="list-style-type: none"> <li>1. Demonstrated English literacy and good numeracy skills, basic computer skills</li> <li>2. Sound knowledge and understanding of the Maningrida region, community and cultures</li> <li>3. Demonstrated willingness to undertake training and mentorship requirements of the position</li> <li>4. Demonstrated ability to work effectively within a team environment, interact with people from diverse background</li> <li>5. Good interpersonal skills and ability to communicate both in person and by telephone</li> <li>6. Demonstrated ability to priorities work, complete all assigned duties.</li> </ol> <p><b>Desirable:</b></p> <ol style="list-style-type: none"> <li>1. Previous experience working within the remote health setting</li> <li>2. Previous experience working with stock control (e.g. pharmacy or stores)</li> </ol>				

*\* The above hourly rates are based on a full-time and part-time (pro-rata) Employees working the following hours:*

- 1. Nursing Employees – 40 hours per week*
- 2. Non-nursing Employees – 38 hours per week*

*The casual hourly rate is the hourly rate plus 25% casual loading.*

*The hourly rates are exclusive of superannuation, salary packaging, allowances, penalties, loadings and additional performance-based increments (where applicable).*

*The hourly rates for full-time, part-time and casual **Non-nursing Employees** will increase by 2.5% on the following dates:*

- 1. 1 July 2020;*
- 2. 1 July 2021;*
- 3. 1 July 2022; and*
- 4. 1 July 2023.*

*The hourly rates for full-time, part-time and casual **Nursing Employees** will increase by 2.5% on the following dates:*

- 1. 20 August 2020;*
- 2. 19 August 2021;*
- 3. 18 August 2022; and*
- 4. 17 August 2023.*

*For the avoidance of doubt, the hourly rates set out above are “minimum rates” only. Any Employee who is paid above these rates under their existing contract of employment will continue to be paid that rate during the term of this Agreement or until it is replaced by a new agreement.*



## **SCHEDULE 2 Provisions specifically for Nursing Employees**

### **PART A - Redeployment and Redundancy Entitlements**

#### **1. Definitions**

1.1 For the purposes of these provisions:

- (a) "Employee" refers to Nursing Employee as defined under clause 5 of this Agreement;
- (b) "potentially surplus employee" means an Employee who has been declared by the CEO to be potentially surplus to the requirements of the Employer;
- (c) "service" means a period of continuous service as defined in the *Fair Work Act 2009* (Cth);
- (d) "Suitable employment" means employment with the Employer that the Employee is capable of performing and is competent and qualified to perform, which must be considered in the context of reasonable training possibilities;
- (e) "union" means Australian Nursing and Midwifery Federation, Northern Territory Branch and which is covered by this Agreement.

#### **2. Finding of Other Suitable Employment**

- 2.1 The Employer must make every endeavour to place a potentially surplus employee in other suitable employment.
- 2.2 In addition to any other action the Employer may have taken in the period before notice is given in accordance with clauses 3 and 4 the Employer will, during all such periods of notice, make every endeavour to place a potentially surplus employee in other suitable employment.
- 2.3 Where other suitable employment for a potentially surplus employee is identified, the employee will be transferred. Where the transfer is to a lower level designation and salary, the written consent of the Employee is required and the income maintenance provisions will apply.

#### **3. Voluntary Retrenchment**

- 3.1 Where a potentially surplus employee is unable to be placed in other suitable employment, the Employer may offer the Employee a voluntary retrenchment.

- 3.2 The potentially surplus employee will have up to seven days from the date of a written offer of voluntary retrenchment to consider and accept the offer.
- 3.3 Where the potentially surplus employee accepts a voluntary retrenchment, the Employee is entitled to a period of four weeks' notice from the date that the offer is accepted, or five weeks' notice if the employee is over the age of 45 years.
- 3.4 The potentially surplus employee may be retrenched in accordance with this clause at any time within the period of notice, at the direction of the CEO or the request of the Employee, in which case the Employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.
- 3.5 A potentially surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following amounts including, where applicable, Northern Territory Allowance:
- (a) for an Employee with at least one (1) year but less than two (2) years: four (4) weeks salary;
  - (b) For an Employee with at least two (2) years' service, but less than three (3) years' service: six (6) weeks salary;
  - (c) for an Employee with between three (3) and three and a half (3.5) years' service: seven (7) weeks salary;
  - (d) for an Employee with greater than three and a half (3.5) years' service: two (2) weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.
- 3.6 For the purpose of calculating payment under clause 3.5
- (a) where an Employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that he or she is a potentially surplus employee, the salary level is the Employee's salary in their higher designation at the date of notification;
  - (b) where an Employee has been paid a loading for shift work for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period will be counted as part of "a weeks salary";
- 3.7 The inclusion of other allowances which are in the nature of salary will be at the discretion of the CEO.
- 3.8 The entitlement under:
- (a) clause 3.3 constitutes notice for the purpose of section 117 of the *Fair Work Act 2009* (Cth); and
  - (b) clause 3.5 includes the Employee's entitlement to redundancy pay for the purposes of section 119 of the *Fair Work Act 2009* (Cth).
- 3.9 All accrued annual leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.

- 3.10 A potentially surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the Employer.

#### 4. Notice of Redundancy

- 4.1 A potentially surplus employee cannot be given notice under this clause unless he or she has:
- (a) been offered a voluntary retrenchment and has declined that offer; or
  - (b) has requested a voluntary retrenchment and the Employer has refused the request.
- 4.2 Where the Employer determines that a potentially surplus employee is unable to be placed in other suitable employment:
- (a) the Employee is entitled to 26 weeks' formal notice of redundancy; or
  - (b) where the Employee has 20 or more years' service or is over the age of 45 years, the employee is entitled to 52 weeks' formal notice of redundancy.
- 4.3 In addition to notice of redundancy, a potentially surplus employee must be given four weeks formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice has expired and the employee cannot be placed in other suitable employment and will be terminated.
- 4.4 The period of notice constitutes notice for the purposes of section 117 of the *Fair Work Act 2009* (Cth).
- 4.5 The period of notice under will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the *Fair Work Act 2009* (Cth) and will be paid on termination.

*(For example: a 50 year old employee with four years service has been given notice of redundancy. The employee will receive a total redundancy entitlement of 52 weeks, comprising 44 weeks' notice of redundancy and the NES entitlement to 8 weeks redundancy pay which will be paid on termination)*

- 4.6 During the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place the potentially surplus employee into other suitable employment.
- 4.7 With the approval of the CEO, a potentially surplus employee who has received may request that the termination occur before the expiry date of the notice period. The date requested then becomes the date of termination of employment.
- 4.8 Where the CEO approves a request to terminate employment before the expiry date of the notice period, the potentially surplus employee will be entitled to receive payment in lieu of salary, including, Northern Territory Allowance where applicable, for the unexpired portion of the notice periods.
- 4.9 A potentially surplus employee who has declined an offer of voluntary retrenchment is not entitled to receive a greater payment under clause 4.8 than the Employee would have been entitled to receive had he or she been voluntarily retrenched.

4.10 For the purpose of attending employment interviews, a potentially surplus employee who has received notice in accordance with clauses 4.2 or 4.3 is entitled:

- (a) to reasonable leave with full pay; and
- (b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

## 5. Transfer to Other Suitable Employment

5.1 A potentially surplus employee or a surplus employee is entitled to four weeks' notice in the case of a transfer to a lower designation. By agreement between the Employee and the CEO, the transfer may occur before the expiry of the four week notice period.

5.2 A potentially surplus employee is entitled to all reasonable expenses associated with moving his or her household to a new location if, in the opinion of the Employer, the transfer is necessary to enable the Employee to take up suitable employment.

5.3 Where a potentially surplus employee is transferred to a lower designation and salary, the Employee will be entitled to income maintenance payments as follows:

- (a) where the period of notice of redundancy has already been invoked, the greater of:
  - i. the unexpired portion of the period of notice of redundancy that applies to the potentially surplus employee under clause 4.2; or
  - ii. four weeks; or
- (b) where the period of notice of redundancy has not been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 4.2.

5.4 Income maintenance payments are calculated as follows:

- (a) an amount equivalent to the difference between the Employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or
- (b) where an Employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which he or she received notice of the transfer, the difference between the Employee's higher duties salary and the lower salary upon transfer.

5.5 The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause (b), is at the discretion of the Employer.

5.6 An Employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses or expenses experienced or incurred by reason of his or her transfer which in the opinion of the Employer were brought about by the transfer.

## 6. Use of Accrued Personal Leave

6.1 Subject to clause 6.2, the periods of notice under clauses 4.2 and 4.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.



- 6.2 For the purposes of an Employee entitled to income maintenance under clause 5.5.3, the total extension permitted is capped at six months.

*(Example: A 50 year old employee with 10 years' service receives notice of redundancy. Ten weeks into the 52-week period of notice, the employee is transferred to a position of a lower designation and salary. The employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period the employee takes four weeks certified personal leave with the result that the total period of income maintenance ends up being 46 weeks.)*

## 7. Right of Review

- 7.1 A potentially surplus employee will have a right of review to the CEO against any decision made in relation to his or her eligibility for benefits under these provisions or in relation to the amount of those benefits.

- 7.2 This right does not affect the employee's rights under the *Fair Work Act 2009* (Cth).

## 8. Substitution or Other Provisions

- 8.1 Where the employer and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to a potentially surplus employee or a surplus employee which are in addition to or in substitution for, any or all of the provisions prescribed in this Schedule.

## 9. Exemption

- 9.1 These provisions do not apply to fixed period or casual employees unless otherwise approved by the employer.

## PART B – Other Allowances

### 10. Work Health and Safety

- 10.1 In addition to the parties obligations under the *Work Health and Safety (National Uniform Legislation) Act 2011*, or any superseding legislation, the Employer:
- 10.2 maintains a commitment to the Musculoskeletal Injury Reductions Strategy 2014 – 2017 in all hospitals and community centres;
- 10.3 will manage work practices to ensure that wherever practicable, Employees will not wear lead aprons for more than one hour without a ten-minute break.

### 11. Commitment to Employee Assistance Program

- 11.1 The parties agree that the purpose of an Employee Assistance Program (EAP) is to assist management and Employees to deal with issues that may impact on work performance.
- 11.2 Provision of an EAP is recognised as a contemporary human resource strategy that provides benefits to the and the Employee.
- 11.3 Access to EAPs by Employees and their families will be subject to the following:
- (a) the availability of the EAP in their geographical area; (the parties recognise that remote areas may not have direct access to an EAP provider. In these instances, innovative measures such as telephone counselling, internet and travel may be utilised, where appropriate); and

- (b) the relevance of the Employee's family attending the counselling service, as determined by the provider; and
- (c) consistent with the policy, the cost of the first six work related visits is to be met by the Employer, with the cost of any subsequent visit by agreement between the Employee and the provider.

## 12. Prevention of Inappropriate Workplace Behaviour and Bullying in the Workplace

- 12.1 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate and bullying behaviour.
- 12.2 The CEO acknowledges the commitment to achieve and maintain a safe and healthy work environment and will take all reasonably practicable steps to prevent inappropriate behaviour and bullying in the workplace and will take all reasonably practicable steps to:
  - i. foster a culture of respect in the workplace; and
  - ii. ensure employees are treated appropriately and not subject to bullying.

## 13. Professional Development Allowance

- 13.1 An employee, excluding casuals, who has been employed with the Employer for the required qualifying period will be paid a Professional Development Allowance annually. This payment is at the discretion of the CEO.
- 13.2 A qualifying Employee, other than an Employee who entered into employment after the commencement of the Agreement:
  - (a) shall be entitled to elect to receive a Professional Development Allowance either as:
    - i. an upfront fixed payment in accordance with clause 13.4; or
    - ii. reimbursement in accordance with clause 14.
  - (b) shall be eligible to elect the reimbursement model either at the commencement of the new enterprise agreement or prior to 30 August of each such subsequent professional development year.
  - (c) on electing the reimbursement model may not revert to the upfront fixed model.
  - (d) shall continue to be paid the upfront fixed payment if no election is made at the commencement of the new enterprise agreement, or prior to 30 August of the subsequent professional development years.
- 13.3 A qualifying Employee who entered into employment after the commencement of the Agreement will be entitled to receive a Professional Development Allowance in accordance with the reimbursement model.
- 13.4 Upfront fixed payment model
  - (a) Payment of the allowance is subject to the following qualifying periods, amounts and conditions:

- i. the annual Professional Development Allowance entitlement year is 1 September to 30 August, and continuous service is determined as at 30 August each year;
  - ii. year up to 3 years continuous service – \$555 per annum; or
  - iii. 3 years or more continuous service - \$1666 per annum.
- (b) Payment will be in the form of a lump sum made as soon as practicable after 30 August.
- (c) The allowance will not count as salary for any purpose.
- (d) The allowance will apply to part time Employees on a pro rata basis based upon their contracted hours of employment.
- (e) Payment is subject to relevant income tax
- (f) An Employee will be required during the performance management process to provide information to their manager on the use, or planned use of the allowance toward cost of professional development activities and costs, and meeting their continuing professional development obligations as outlined in the Nursing and Midwifery Board of Australia's continuing professional development registration standard.

#### 14. Reimbursement model

- (a) Payment of the allowance is subject to the following qualifying periods, amounts and conditions:
  - i. the annual Professional Development Allowance entitlement year is 1 September to 30 August, and continuous service is determined as at 30 August each year;
  - ii. payment rates:

Qualifying Service	2015	2016	2017
1-3 years	\$590	\$608	\$627
Greater than 3 years	\$1, 768	\$1,822	\$1, 878

- iii. An Employee who elects to participate in the reimbursement model on commencement of the Enterprise Agreement will receive a lump sum payment of \$572 for a qualifying service period of 1 to 3 years, or \$1,716 for a qualifying service period of 3 years or more for the 2014 year, in lieu of the payment that would have been received under the upfront model for the 2014 professional development year.
  - iv. An Employee can only make one (1) claim per Professional Development Allowance entitlement year up to his or her maximum annual Professional Development Allowance entitlement.
  - v. Reimbursement can be made at any time during the year where the Employee has reached his or her maximum Professional Development Allowance

entitlement on production of sufficient evidence to substantiate the Employee's professional development costs.

- vi. Reimbursement will be in the form of a lump sum.
- vii. The allowance will not count as salary for any purpose.
- viii. The allowance will apply to part time Employees on a pro rata basis based upon their contracted hours of employment.
- ix. An advance payment of the allowance may be approved at the Employee's request in circumstances where the Employee is required to meet substantial costs in advance for an approved professional development activity, e.g. an interstate conference.
- x. As part of the performance planning and review process, an Employee and his or her manager may agree to forward plan a professional development activity that may incorporate more than one year's allowance, eg an overseas conference.
- xi. The production of sufficient evidence by the Employee substantiating professional development costs and activity/activities incurred, or to be incurred by him or her, and providing evidence that the Employee attended the activity/activities.

(b) The allowance is payable for the following professional development activities:

- i. fees for professional courses, tuition, conferences or similar;
- ii. fees for professional bodies where eligibility for membership is essential for professional registration and/or practice in the Public Sector;
- iii. subscriptions to technical / business publications;
- iv. the purchase of technical books; and
- v. air travel to conferences (up to 50% of the allowance).

## 15. Post Graduate Qualification Allowance

15.1 An Employee, excluding casuals, who obtains a recognised post graduate qualification and who is employed in a work unit relevant to that qualification will be paid a Post Graduate Qualification Allowance at the rates specified in the table below from the first full pay period on or after the commencement date of this Agreement.

Qualification	Allowance
Nurse 1 (Enrolled nurse), Course of study no less than 6 months or 120 hours	3.5% of the fifth pay point of the Nurse 1 classification
Nurse 2-8 (Registered Nurse), Conversion degree or graduate certificate	3.5% of the maximum pay point of the Nurse 2 classification
Nurse 2-8 (Registered Nurse), Graduate Diploma	4% of the maximum pay point of the Nurse 2 classification
Nurse 2-8 (Registered Nurse), Master's Degree or Doctorate	5% of the maximum pay point of the Nurse 2 classification

15.2 The allowance will be paid fortnightly and will:

- (a) be paid to a part-time Employee on a pro rata basis based upon their agreed hours;
- (b) be paid during approved periods of paid leave (e.g. personal leave, recreation leave, long service leave, emergency leave, parental leave and compassionate leave);
- (c) be recognised for superannuation purposes;
- (d) not be included in calculation of overtime or penalty rates;
- (e) be paid only once to an Employee irrespective of how many post graduate qualifications the employee holds;
- (f) not be paid during periods where the Employee performs Higher Duties outside of the relevant work area; and
- (g) not be paid during leave without pay or during periods of leave which have not authorised.

## 16. Exemplary Practice Allowance

- 16.1 Exemplary Practice (EP) is a status awarded by the Employer for sustained exemplary nursing performance in the clinical setting.
- 16.2 Exemplary Practice is recognised through the payment of an allowance that rewards Employees in non-promotional positions who engage in additional exemplary activities within the workplace.
- 16.3 After approval, and subject to maintaining exemplary practice, an Employee's Exemplary Practice status will be recognised for a period of three years before the employee must be reassessed.
- 16.4 There is one level of Exemplary Practice for Nurse 1 (Enrolled Nurse) (Nurse 1 EP 1) and two levels of Exemplary Practice for Nurse 2 (Registered Nurses) (Nurse 2 EP 1 and EP2).
- 16.5 The Exemplary Practice Scheme will apply to employees, excluding casuals, employed as Nurse 1 or Nurse 2 by the Employer.
- 16.6 An Employee must meet the requirements specified in the Exemplary Practice Handbook: Application Process Guidelines to be eligible to apply for assessment.
- 16.7 The Exemplary Practice Allowance will be paid to successful applicants for a period of three years, subject to their maintaining exemplary practice requirements.
- 16.8 An Employee may make an application for Exemplary Practice status at any time and there is no limit to the number of times an employee may re-apply for assessment.
- 16.9 To ensure the continuation of the allowance, an Employee must re-apply for Exemplary Practice assessment prior to the three-year termination date.
- 16.10 The Exemplary Practice Allowance will be paid at the following rates:

Classification	Category of Exemplary Practice Allowance	Rate per annum
Nurse 1	EP1	6% of the fourth salary point of the Nurse 1 classification
Nurse 2	EP 1	6% of the fourth salary point of the Nurse 2 classification
Nurse 3	EP 2	13% of the fourth salary point of the Nurse 2 classification

16.11 The allowance is paid on a fortnightly basis and will:

- (a) be paid to a part-time Employee on a pro rata basis for their agreed hours;
- (b) be paid during approved periods of paid leave (e.g. personal leave, recreation leave, long service leave, emergency leave, parental leave and compassionate leave.);
- (c) be recognised for superannuation purposes;
- (d) not be included in calculation of overtime or penalty rates;
- (e) not be paid during periods of Higher Duties;
- (f) not be paid during leave without pay or leave not authorised.

#### 17. On-call Allowance

- (a) From the commencement of this Agreement on-call allowance will be paid at \$3.13 per hour with a night rate of \$50.03 and a day/night rate of \$75.10.
- (b) The rates specified in clause (a) will apply on week days, weekends and public holidays and on those occasions in which employees are required to be available for on-call.
- (c) The night rate payment covers on call between shifts, which may either be a day or night.
- (d) The day/night rate payment is for a 24-hour period covering day and night.

#### 18. Shift Penalties

18.1 The shift work provisions of this Agreement will not apply to Nurse 6 and above.

18.2 The following shift penalty arrangements will apply to an Employee employed under this Agreement:

##### Afternoon

- (a) a penalty rate of 15% will be paid for ordinary time duty shifts between midnight Sunday and midnight Friday on a shift commencing at or after 12 noon and ceasing after 6.00 p.m;

##### Night

- (b) a penalty rate of 22.5% will be paid to an employee whose ordinary time duty shift commences between the hours of 6 pm on one day and 1 am of the following day;

Saturday

- (c) a penalty rate of 50% will be paid for ordinary time duty shifts worked between midnight Friday and midnight Saturday;

Sunday

- (d) a penalty rate of 100% will be paid for ordinary time duty shifts worked between midnight Saturday and midnight Sunday.

18.3 The prescribed penalty will be paid to all Employees, part-time employees and casual Employees.

18.4 Additional payment for rostered time of ordinary duty, as provided by this clause will be made in respect of any such duty which an Employee would have performed had he or she not been on approved annual leave.

## 19. Restrictive Duty

- (a) An Employee in a classification at or above Nurse 6 level is not eligible to receive payment.
- (b) It is acknowledged that under normal circumstances the provisions of this clause and Schedule 2 will apply to restrictive duties, but that agreed variations to these arrangements can be made on a case-by-case basis. Agreed variations may be implemented during the term of the Agreement through a decision of the CEO.
- (c) It is recognised that the need for Employees to work restrictive duty is an inherent operational requirement for the delivery of an efficient and effective out-of-hours health service to Northern Territorians. At the same time, Employees should be able to achieve a balance between their working and personal life.
- (d) Although an Employee may be required to work restrictive duty, to minimise unreasonable levels the Employer will strive to achieve balance between the operational requirements of the health service and an Employee's availability and capacity to perform the restrictive duty. The following principles apply to managers and Employees when determining restrictive duty arrangements:
  - i. Wherever possible managers should plan the restrictive duty roster to ensure restrictive duty is equitably distributed across all staff;
  - ii. The personal circumstances of an Employee will be taken into account when determining their participation on the restrictive duty roster;
  - iii. The Employee's roster and any overtime worked is to be considered when determining their participation on the restrictive duty roster;
  - iv. The frequency of Employee participation and call-backs is to be recorded to assist in planning the restrictive duty roster;
  - v. Consideration is to be given to the intensity of the work to be carried out when determining an acceptable frequency of restrictive duty;
  - vi. As a guide, the will strive to ensure Employees are not rostered on-call for more than five consecutive days;

- (e) Managers should consult with Employees as to any onerous restrictive duties that are required in order to provide relief in such situations.
- (f) An Employee concerned with the amount and frequency of their participation in the restrictive duty roster should raise the matter with their manager in the first instance. If unable to be resolved at this level the employee(s) or nominated representative may seek the assistance of the human resource/industrial relations Section in resolving the matter.

## 20. Salary Packaging

### 20.1 Conditions apply as per the Salary Packaging Policy

## 21. Remote Locality Employment Conditions

### 21.1 Electricity concession

- (a) Employees residing in accommodation provided by the Employer in Maningrida will receive a 100% Electricity and water usage concession.

### 21.2 Rental Concession

- (a) Employees residing in accommodation provided by the Employer in Maningrida will receive a 100% rental concession.

## **PART C – Parental Leave Entitlements**

## 22. Parental Leave

### 22.1 Relationship with National Employment Standards and other instruments

- (a) The provisions of this clause set out all entitlements in relation to parental leave for all Employees.
- (b) The provisions of this clause are to be read in conjunction with the National Employment Standards to the extent that if this clause provides a lesser entitlement than the National Employment Standards; the National Employment Standards will apply.

### 22.2 Definitions

For the purpose of this clause:

- (a) “continuous service” in relation to a period of service by an Employee, means a period of service with the Employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, or the Northern Territory.
- (b) “day of placement” in relation to the adoption of a child means the earlier of the following days:



- i. the day on which the Employee first takes custody of the child for the adoption;
  - ii. the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (c) “de facto partner” means a person who lives with the Employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the Employee.
- (d) “eligible casual Employee” means a casual Employee engaged by the Employer on a regular and systematic basis for a sequence of periods of employment.
- (a) “Employee Couple” means a couple who are accessing the benefits of clause 26 both of whom are Employees of the Employer and have completed a minimum of 12 months’ continuous service.
- (b) “medical certificate” means a certificate signed by a medical practitioner.
- (c) “medical practitioner” means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (d) “parental leave” means any of the types of leave stated in clause 23.
- (e) “primary care-giver” means an Employee who has primary responsibility for the care of a child.
- (f) “spouse” includes a de facto partner, former spouse or former de facto spouse.

## 23. Types of Parental Leave

23.1 Subject to an Employee satisfying any specified qualifying requirements, the types of parental leave available under this clause are summarised in the following table:

Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
Ordinary maternity – (primary care-giver) up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks (1 year)
Ordinary maternity –(primary care-giver) – up to 36 months (at least 1 and less than 5 years continuous service)	14 weeks (or 28 weeks at half pay)	142 weeks	156 weeks (3 years)
Ordinary maternity (primary care-giver) – up to 36 months - (at least 5 years continuous service)	18 weeks (or 36 weeks at half pay)	138 weeks	156 weeks (3 years)
Special maternity - pregnancy related illness- unfit for work – unpaid (No minimum service	-	As stated in medical certificate up to maximum 52 weeks	As stated in medical certificate up to maximum 52 weeks

requirement, includes eligible casual)			
Special maternity - end of pregnancy – unfit for work – unpaid (No minimum service requirement, includes eligible casual)	-	As stated in medical certificate, up to maximum 52 weeks	As stated in medical certificate, up to maximum 52 weeks
Special maternity – end of pregnancy – unfit for work- (at least 1 and less than 5 years continuous service)	As stated in medical certificate, up to maximum 14 weeks (or 28 weeks at half pay)	As stated in medical certificate, up to maximum 38 weeks	As stated in medical certificate, up to maximum 52 weeks
Special maternity – end of pregnancy – unfit for work - (at least 5 years continuous service) weeks at half pay)	As stated in medical certificate, up to maximum 18 weeks (or 36	As stated in medical certificate, up to maximum 34 weeks	As stated in medical certificate, up to maximum 52 weeks
Paternity/partner leave taken at time of birth – up to 8 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	8 weeks	8 weeks
Paternity/partner leave taken at time of birth – up to 8 weeks (at least 1 and less than 5 years continuous service)	1 week (or 2 weeks at half pay)	7 weeks	8 weeks
Paternity/partner leave taken at time of birth – up to 8 weeks (at least 5 years continuous service)	2 weeks (or 4 weeks at half pay)	6 week	8 weeks
Paternity/partner (primary care-giver) – up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks (1 year)
Paternity/partner (primary care-giver) – up to 36 months– unpaid (at least 12 months continuous service)	-	156 weeks	156 weeks (3 years)
Pre-adoption to attend interviews prior to adoption (No minimum service requirements, includes eligible casual and casual employees)	-	2 days	2 days
Adoption (primary care-giver upon initial placement of child) – up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks
Adoption (primary care-giver upon initial placement of child)	14 weeks (or 28 weeks at half pay)	142 weeks	156 weeks (3 years)

– up to 36 months (at least 1 and less than 5 years continuous service)			
Adoption (primary care-giver upon initial placement of child) – up to 36 months (at least 5 years continuous service)	18 weeks (or 36 weeks at half pay)	138 weeks	156 weeks (3 years)
Adoption (partner) – up to 8 weeks taken at time of initial placement– (less than 12 months continuous service, or eligible casual)	-	8 weeks	8 weeks
Adoption (partner) – up to 8 weeks taken at time of initial placement – (at least 1 year and less than 5 years continuous service)	1 week (or 2 weeks at half pay)	7 weeks	8 weeks
Adoption (partner) – up to 8 weeks taken at time of initial placement – (at least 5 years continuous service)	2 weeks (or 4 weeks at half pay)	6 week	8 weeks
Adoption (partner)(primary care-giver) – up to 52 weeks– (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks
Adoption (partner)(primary care-giver)– up to 36 months (at least 12 months service)	-	156 weeks	156 weeks (3 years)

23.2 Except where otherwise stated in this clause:

- (i) parental leave is to be available to only one parent at a time in a single unbroken period
- (ii) where an Employee and his or her spouse alternate as the primary care-giver:
  - a) the stated maximum period of parental leave available to the Employee will be reduced by any period of parental leave taken by the Employee's spouse, so that the combined total of parental leave taken by the Employee and his or her spouse does not exceed the stated maximum period;
  - b) the first interchange may be made at any time and subsequent interchanges will be for a period of at least 12 months, unless otherwise approved by the CEO; and
  - c) only one Employee is entitled to access paid parental leave under this clause.

23.3 Weekends, public holidays, programmed days off and rostered days off are part of parental leave and do not extend the period of leave.

23.4 With the exception of eligible casual Employees, this clause does not apply to Employees engaged on a casual basis. Eligible casual Employees are only entitled to access unpaid parental leave entitlements and the paid no safe job leave entitlements.

23.5 Ordinary Maternity Leave

- (a) Subject to the requirements of this clause, a pregnant Employee may access any one of the following ordinary maternity leave entitlements:
  - i. up to 52 weeks unpaid leave, where the Employee has less than 12 months continuous service, or an eligible casual Employee, at the time of commencing leave;
  - ii. up to three years leave, with the first 14 weeks to be paid, provided the Employee has completed at least one and less than five years continuous service at the time of commencing leave; or
  - iii. up to three years leave, with the first 18 weeks to be paid, provided the Employee has completed five or more years continuous service at the time of commencing leave.
- (b) Where an Employee's qualifying period of 12 months continuous service within 14 weeks of the date on which the Employee commenced ordinary maternity leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (c) Where an Employee's qualifying period of five years continuous service ends within 18 weeks of the date on which the Employee commenced ordinary maternity leave, the first 14 weeks will be paid and any additional paid leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (d) To be entitled to ordinary maternity leave, an Employee must give her CEO the following notice and evidence:
  - i. not less than 10 weeks before the expected date of the birth, a medical certificate stating the expected date of birth;
  - ii. not less than four weeks before the intended date of commencement of leave, written notice of the date on which the Employee intends to commence leave and the period of leave to be taken, along with a statutory declaration stating that the Employee intends to be the child's primary care-giver at all times whilst on leave; and
  - iii. as soon as is practicable, a copy of the child's birth certificate.
- (e) The Employee will not be in breach if the failure to give the required notification and evidence is because of the birth occurring earlier than expected or any other compelling circumstance.
- (f) An Employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.

- (g) Where an Employee continues to work within the six week period immediately prior to the expected date of birth, the Employee must provide a medical certificate stating that she is fit to work on her normal duties.
- (h) The CEO may require the Employee to start ordinary maternity leave if the Employee:
  - i. does not give the CEO the requested certificate within seven days after the request; or
  - ii. within seven days after the request for the certificate, gives the CEO a medical certificate stating that the Employee is unfit to work.
- (i) Transfer to a Safe Job
  - i. Where a pregnant Employee eligible for ordinary maternity leave, provides the CEO with a medical certificate from a medical practitioner stating that the Employee is fit to work, but 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 her present work during a stated period (the risk period), the CEO must, if reasonably practicable, transfer the Employee to an appropriate safe job with no other change to the Employee's terms and conditions of employment for the hours that she works during the risk period.
  - ii. If the Employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (j) No Safe Job Leave
  - i. If it is not reasonably practicable to transfer the Employee to an appropriate safe job, the Employee is entitled to take paid no safe job leave for the risk period until the earliest of either:
    - A. the end of the risk period stated in the medical certificate;
    - B. the day before the Employee commences ordinary maternity leave; or
    - C. the day before the end of the pregnancy.
  - ii. The Employee is entitled to her base rate of pay for her ordinary hours of work in the risk period.
- (k) Where an Employee's child dies during a period of ordinary maternity leave, the Employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave.
- (l) Subject to notice and evidence requirements, where an Employee becomes pregnant whilst on a period of ordinary maternity leave, the employee can elect to commence another period of leave up to the maximum entitlement from the date of the birth of the child resulting from the subsequent pregnancy.

(m) No Safe Job Leave – Casual Employees (other than eligible casual employees) A casual Employee who is pregnant is entitled to be transferred to a safe job as follows:

- i. A casual Employee who has given her CEO a medical certificate from a medical practitioner stating that she is fit for work, but 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 her present work during a stated period (the risk period), the CEO must, if reasonably practicable, transfer the Employee to an appropriate safe job with no other change to the Employee's terms and conditions of employment for the hours that she works during the risk period. If the Employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- ii. If there is no safe job available and the Employee has complied with the evidence requirements of paragraph (a), the Employee is entitled to unpaid no safe job leave for the risk period.

#### 23.6 Special Maternity Leave

- (a) In addition to any paid personal leave entitlements available to an Employee, subject to the requirements of this sub-clause, a pregnant Employee, or eligible casual employee, who has not yet commenced ordinary maternity leave is entitled to take special maternity leave where:
  - i. She has a pregnancy related illness; or
  - ii. She has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (b) The period of special maternity leave that an Employee is entitled to take is such period as a medical practitioner certifies as necessary, provided that the maximum period of special maternity leave is 52 weeks.
- (c) The period of special maternity leave must end before the Employee starts any period of ordinary maternity leave.
- (d) Special maternity leave taken by an Employee:
  - i. will be unpaid,
  - ii. must end before the Employee starts any period of ordinary maternity leave; and
  - iii. will not be deducted from the maximum period of ordinary maternity leave that the Employee is entitled to take.
- (e) Special maternity leave taken by an Employee will be:
  - i. unpaid if the pregnancy ended more than 20 weeks before the expected date of the birth;
  - ii. unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the Employee has not completed 12 months continuous service, or eligible casual employee, at the time of commencing leave; or

- iii. paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the Employee has completed 12 months continuous service at the time of commencing leave.
  - iv. paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the Employee has completed five (5) years continuous service at the time of commencing leave.
- (f) Where an Employee's qualifying period of 12 months continuous service ends within 14 weeks of the date on which the Employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (g) Where an Employee's qualifying period of five years continuous service ends within 18 weeks of the date on which the Employee commenced leave, the first 14 weeks will be paid and any additional paid leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (h) To be entitled to special maternity leave an Employee must as soon as is reasonably practicable, give her Employer a written application stating the date on which the Employee proposes to commence the leave and the period of leave to be taken; and
- i. in the case of special maternity leave taken, a medical certificate from a medical practitioner stating that the Employee is unfit to work for a stated period because of a pregnancy related illness; and
  - ii. in the case of special maternity leave taken, a medical certificate from a medical practitioner stating that:
    - A. the Employee's pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child; and
    - B. the Employee will be unfit for work for a stated period.

## 24. Paternity/Partner Leave

24.1 Subject to the requirements of this sub-clause, an Employee may access the following paternity/partner leave entitlements:

- (a) Paternity/Partner Leave (includes concurrent leave) – birth of child – leave taken with Employee's spouse
- i. in the case of an Employee who has not completed 12 months continuous service, or an eligible casual Employee, at the time of commencing his or her leave, up to eight weeks of unpaid paternity/partner leave to be taken within the week starting on the day that the Employee's spouse begins to give birth, with such leave able to be taken at the same time that the Employee's spouse is taking paid or unpaid maternity leave;
  - ii. in the case of an Employee who has completed at least one year and less than five years continuous service at the time of commencing his or her leave, up to eight weeks leave, including one week paid, to be taken within the week starting on the day that the Employee's spouse begins to give birth, with such leave able to be taken at the same time that the Employee's spouse is taking paid or unpaid maternity leave;

- iii. in the case of an Employee who has completed five or more years continuous service at the time of commencing his or her leave, up to eight weeks leave, including two weeks paid leave, to be taken within the week starting on the day that the Employee's spouse begins to give birth, with such leave able to be taken at the same time that the Employee's spouse is taking paid or unpaid maternity leave;
  - iv. in the case of paternity/partner leave:
    - A. Leave is to be taken in the first 12 months from date of birth of the child.
    - B. Unless the CEO agrees otherwise, leave must start within the week starting on the day that the Employee's spouse begins to give birth.
    - C. Leave may be taken in separate periods, but unless the CEO agrees, each period must not be shorter than two (2) weeks.
    - D. The Employee must give notice to the CEO at least:
      - 1. weeks before starting the leave, unless paragraph 2) below applies.
      - 2. if the leave is to be taken in separate periods, and the leave is not the first of those periods of leave, four weeks before starting the period of leave; or
      - 3. if that is not practicable – as soon as practicable, which may be a time after the leave has started.
  - v. Concurrent leave is an exception to the requirement for parental leave to be available to only one parent at a time in a single unbroken period.
- (b) Paternity/Partner Leave – Employee is primary care-giver for the duration of the leave
- i. up to 52 weeks unpaid paternity/partner leave where the Employee has less than 12 months continuous service, or eligible casual employee, at the time of commencing leave, and provided that such leave must end within 24 months of the date of the birth of the child;
  - ii. up to three years unpaid paternity/partner leave, provided that such leave must end within 36 months of the date of the birth of the child and the Employee has completed 12 months of continuous service at the time of commencing leave;
  - iii. To be entitled to paternity/partner leave, an Employee must give the CEO the following notice and evidence:
    - A. not less than 10 weeks before the intended date of commencement of leave written notice of the dates on which he or she proposes to start and finish the period of paternity/partner leave;
    - B. a statutory declaration stating the Employee intends to be the child's primary care-giver at all times while on paternity/partner leave; and  
as soon as reasonably practicable, a copy of the child's birth certificate.
  - iv. The Employee will not be in breach of paragraph (iii) if the failure to give the required period of notice is because of the birth occurring earlier than expected or any other compelling circumstance.



- (c) Where an Employee's child dies during a period of paternity/partner leave the Employee may continue on leave for maximum period of 52 weeks from the date of commencement of leave, unless the Employee elects to resume duty.

## 25. Adoption Leave

25.1 Subject to the requirements of this sub-clause, an Employee may access the following adoption leave entitlements.

- (a) Pre-Adoption Leave – To attend interviews or examinations required to obtain the adoption approval

- i. Subject to the notice and evidence requirements set out in paragraph (c) and (d) below, an Employee, eligible casual employee or casual employee, who is adopting a child is entitled to up to two days unpaid leave to attend any interviews or examinations required to obtain the adoption approval.
- ii. The leave may be taken as:
  - A. a single continuous period of up to two days; or
  - B. any separate periods to which the Employee and CEO agree.
- iii. Notice and evidence requirements:
  - A. the notice must be given to the CEO as soon as practicable (which may be a time after the leave has started); and
  - B. the notice must advise the CEO of the period, or expected period, of the leave.
- iv. An Employee who has given his or her CEO notice of the taking of unpaid pre-adoption leave must, if required by the CEO, provide evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as required in order to obtain approval for Employee's adoption of a child.

- (b) Adoption Leave – Employee is nominated as primary care-giver upon initial placement of the child following adoption.

- i. up to 52 weeks unpaid leave where the Employee has less than 12 months continuous service, or eligible casual employee, at the time of commencing leave. Leave may commence at any time in the two weeks before the day of placement and must end within 52 weeks of the day of the placement;
- ii. up to three years leave, with the first 14 weeks to be paid, provided the Employee has completed at least one year and less than five years continuous service at the time of commencing leave. Leave may commence at any time in the two weeks before the day of placement and must end within 36 months of the day of the placement; or
- iii. up to three years leave, with the first 18 weeks to be paid, provided the Employee has completed at least five years continuous service at the time of commencing leave. Leave may commence at any time in the two weeks before the day of placement and must end within 36 months of the day of the placement.

- iv. where an Employee's qualifying period of 12 months continuous service referred to in paragraph (ii) above ends within 14 weeks of the date on which the Employee commenced adoption leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
  - v. where an Employee's qualifying period of five years continuous service referred to in paragraph (iii) above ends within 18 weeks of the date on which the Employee commenced adoption leave, the first 14 weeks will be paid leave and any additional leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (c) Adoption Partner Leave (includes concurrent leave) – initial placement of child – leave taken with Employee's spouse.
- i. in the case of an Employee who has not completed 12 months continuous service, or an eligible casual Employee, at the time of commencing leave, up to eight weeks unpaid adoption leave which may commence at any time in the two weeks before the day of placement, and can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave;
  - ii. in the case of an Employee who has completed at least one year and less than five years continuous service at the time of commencing leave, up to eight weeks adoption leave, including one week paid leave, which may commence at any time in the two weeks before the day of placement, and can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave;
  - iii. in the case of an Employee who has completed five or more years continuous service at the time of commencing leave, up to eight weeks adoption leave, including two weeks paid leave, which may commence at any time in the two weeks before the day of placement, and can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave.
  - iv. In the case of Adoption Partner Leave under paragraphs (c) (i) to (iii) above:
    - A. Leave is to be taken in the first 12 months from day of placement of the child.
    - B. Unless the CEO agrees, leave must not start before the day of placement of the child.
    - C. Leave may be taken in separate periods, but unless the CEO agrees, each period must not be shorter than two weeks.
    - D. The Employee must give notice to the CEO at least:
      - 1) weeks before starting the leave, unless paragraph 2) below applies;
      - 2) if the leave is to be taken in separate periods of leave, and the leave is not the first of those periods of leave, four weeks before starting the period of leave; or

- 3) if that is not practicable – as soon as practicable, which may be a time after the leave has started.

E. Concurrent leave is an exception to the requirement for parental leave to be available to only one parent at a time in a single unbroken period.

(d) Adoption (Partner) Leave – Employee is nominated primary care-giver for the duration of the leave

- i. up to 52 weeks unpaid adoption leave, where the Employee has less than 12 months continuous service, or eligible casual employee, at the time of commencing leave, and provided that such leave must end within 24 months of the day of placement of the child;
- ii. up to three years unpaid adoption leave, where the Employee has completed more than 12 months continuous service at the time of commencing leave, and provided that such leave must end within 36 months of the day the placement.

(e) To be entitled to adoption leave under paragraph (b) or (d), an Employee must give the CEO the following notification and evidence:

- i. written notification of the intention to apply for adoption leave as soon as is reasonably practicable after receiving notice of the approval of the placement of the child;
- ii. written application stating the dates on which the Employee proposes to start and finish the period of adoption leave not less than 10 weeks before the first day of the proposed leave in the case of adoption leave taken under paragraphs (b)(i) to (iii) and (d)(i) to (ii):
- iii. before the Employee begins a period of adoption leave:
  - A. a statement from the adoption Agency stating the day when the placement is expected to start; and
  - B. a statutory declaration stating that the Employee intends to be the child's primary care-giver at all times while on adoption leave.

(f) The Employee will not be in breach of paragraph (e) if the failure to give the required period of notice is because the Employee is not given sufficient notice of the expected day of placement to enable compliance, or any other compelling circumstance.

(g) Where an Employee has commenced a period of adoption leave under paragraphs (b) or (d) and the adoption is discontinued for any reason (including the death of the child), the entitlement to adoption leave may continue for maximum period of 52 weeks from the date of commencement of leave, unless the Employee elects to resume duty, in which case the provisions of clause (a) apply.

(h) Subject to notice and evidence requirements set out in (e), where an Employee exercising adoption leave adopts another child during the period of leave, the Employee can elect to commence another period of leave from the day of placement of the child relating to the second adoption.

## 26. Combined Parental Leave

- (a) An Employee Couple, provided each satisfies the service requirements, may elect to combine their parental leave entitlements provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three years from the commencement of the leave;
- (b) Combined Parental Leave is subject to:
  - i. provision of all applicable notice and evidence requirements under this clause;
  - ii. the birth giver may not return to work any less than six weeks after the date of birth of the child.
  - iii. the birth giver using a minimum of:
    - A. six weeks unpaid maternity leave; or
    - B. six weeks paid maternity leave;
  - iv. concurrent leave being used by the Employee Couple for a maximum of eight weeks;
  - v. the balance of the combined leave being used by the member of the Employee Couple who has submitted a statutory declaration in which he or she stated that he or she intends to be the primary caregiver for the total remaining unpaid leave balance;
  - vi. a maximum of two interchanges of Employees sharing the combined Parental Leave; and
  - vii. where an Employee Couple combine their paid leave entitlements and one member of the Employee Couple takes a period of paid leave as part of the combined paid leave balance, the Employee shall be paid at his or her salary for the period of leave.

## 27. Parental Leave at Half Pay

- (a) An Employee who is entitled to paid parental leave under this clause may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.
- (b) Where an Employee applies to extend the period of paid leave under clause (a):
  - i. Leave entitlements will accrue as if the Employee had utilised the amount of parental leave at full pay;

*For example, if an Employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the Employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay.*

- ii. Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay; and

- iii. Unless otherwise approved by the CEO under this clause, the maximum period of parental leave will not be extended.

#### 28. Access to Other Leave Entitlements While on Parental Leave

- (a) An Employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
- (b) Where an Employee on parental leave accesses other leave entitlements the taking of that other paid leave:
  - i. does not break the continuity of the period of parental leave; and
  - ii. the maximum period of parental leave will not be extended.

#### 29. Employment While on Parental Leave

- (a) With the exception of 'keeping in touch days' and subject to the CEO's approval, an Employee on unpaid parental leave may return to duty for any period with the Agency, or another Agency.
- (b) Keeping in Touch Days
  - i. An Employee may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc) provided that:
    - A. an Employee will be paid his or her normal salary for the day's (or part day's) work performed for the purpose of a keeping in touch day; or
    - B. an Employee who performs work during a period of paid parental leave will be paid his or her normal salary for the day's (or part day's) work performed and the CEO will authorise the equivalent period of parental leave to be re-credited.
  - ii. After considering all the circumstances, including any duty performed under paragraph (a) the CEO may approve an amount of keeping in touch days in excess of the amount specified above.
- (c) An Employee on unpaid parental leave may engage in outside employment
- (d) Employment will not:
  - i. prevent the Employee from re-commencing parental leave; or
  - ii. extend the maximum period of parental leave.

#### 30. 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, the CEO will take reasonable steps to:

- i. make information available in relation to; and
  - ii. provide an opportunity for the Employee to discuss,
  - iii. 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 will take reasonable steps to inform the CEO 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.

### 31. Extend Period of Parental Leave

31.5 An Employee who has initially taken three (3) years parental leave is not entitled to extend his or her period of parental leave under this clause.

- (a) An Employee who has commenced his or her initial nominated parental leave period and provided that the initial nominated parental leave period is less than 12 months, may extend at his or her discretion the initial nominated parental leave on one occasion to provide a total of up to 12 months parental leave since commencement of leave, by giving the CEO at least four weeks written notice before the end of the initial leave period.
- (b) Where an Employee has accessed his or her right to extend parental leave on one occasion under (a) and the Employee intends to request a further period of parental leave, or where an Employee's initial nominated parental leave period was 12 months or more (but less than three years) and the Employee intends to request a further period of parental leave, an Employee may request, subject to CEO approval and notice periods set out in paragraph (c) to extend parental leave as follows:
  - i. In relation to leave (up to 52 weeks) taken:
    - A. Where an Employee's extension under paragraph (a) results in the Employee's total period being less than 12 months, a further extension up to a total of 52 weeks.
    - B. Where an Employee has completed 52 weeks parental leave, to extend parental leave by up to a further 52 weeks.
    - C. An Employee cannot extend the period of parental leave beyond 24 months after the date of birth or day of placement of the child.
  - iii. In relation to leave (up to three years) taken:
    - A. Where an Employee's extension results in the Employee's total period being less than 12 months – a further extension up to a total of three years.
    - B. Where an Employee's subsequent extension in paragraph A above results in the Employee's total period being less than three years – a further extension up to a total of three years.
    - C. An Employee cannot extend the period of parental leave beyond three years after the date of birth or day of placement of the child.
- (c) An Employee must give the CEO a written request to extend parental leave at least:

- i. four weeks before the end of the nominated period where Employee has been on parental leave for a period up to 52 weeks; or
- ii. weeks where the Employee has been on parental leave for a period in excess of 52 weeks.

(e) Any additional parental leave granted under this sub-clause will be unpaid.

### 32. Returning to Work After a Period of Parental Leave

- (a) An Employee on ordinary maternity leave may not return to work any less than six weeks after the date of birth of the child.
- (b) To assist in reconciling work and parental responsibilities, if agreed between the CEO and the Employee, the Employee may return to work on a part-time basis to care for the child who is of school age or younger, provided that such request is not made less than eight weeks prior to the date that the Employee is due to return to work.
- (c) If agreed between CEO and the Employee, an Employee whose period of parental leave has started may reduce the period of parental leave. A written application must be made at least:
  - i. four weeks before the Employee's preferred date of return where the Employee is on parental leave for a period up to 52 weeks; or
  - ii. weeks before the Employee's preferred date of return where the Employee is on parental leave for a period in excess of 52 weeks.
- (d) Unless otherwise provided under this clause, an Employee must give the CEO written notice of the date on which he or she intends to return to work following a period of parental leave as follows:
  - i. four weeks where the Employee has been on parental leave for a period of up to 52 weeks; or
  - ii. 12 weeks where the Employee has been on parental leave for a period in excess of 52 weeks.
- (e) An Employee returning from a period of up to 24 months' parental leave is entitled to the position which he or she held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an Employee who:
  - i. was transferred to a safe job prior to commencing leave, to the position held immediately prior to such transfer; or
  - ii. was promoted to a new position during the period of parental leave, to the new position.

### 33. CEO's Consideration of Employee's Request

- (a) The CEO will consider the request and respond in writing within 21 days 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 business grounds. Reasonable business grounds include, but are not limited to:
  - i. excessive cost of accommodating the request;

- ii. that there is no capacity to reorganise work arrangements of other employees to accommodate the request;
- iii. the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;
- iv. that there would be significant loss of efficiency or productivity;
- v. that there would be a significant negative impact on customer service.

(b) The Employee's request and the CEO's decision in respect of the request must be recorded in writing.

#### 34. Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred to perform the work of another Employee who is going to take, or is taking parental leave.
- (b) Before a CEO engages a replacement Employee the CEO must inform that person:
  - i. of the temporary nature of the employment;
  - ii. of the return to work rights of the Employee who is being replaced; and
  - iii. of the rights of the Employer to require the Employee taking parental leave to return to work if the Employee ceases to have any responsibility for the care of the child.

#### 35. Effect of Parental Leave on Service

- (a) A period of parental leave does not break an Employee's continuity of service.
- (b) Subject to paragraph (d) below, any period of paid parental leave, including paid leave as a result of access to accrued entitlements will count as service.
- (c) Subject to paragraph (e) below, any period of unpaid parental leave will not count as service.
- (d) Where any Employee elects to take paid parental leave at half pay in accordance with clause 55.8(b)(vii), only the first 1 week, 2 weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.
- (e) With the exception of any period during which the Employee is engaged in outside employment during normal working hours, the first 14 weeks or 18 weeks, whichever is applicable, from commencement of unpaid maternity, special maternity leave or adoption leave will count as service.



## **SCHEDULE 3    Provisions specifically for Non-nursing Employees**

### **1. Salary Packaging**

- (a) Conditions apply as per the Salary Packaging Policy.

### **2. Meal allowances**

- (a) An Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.88 in addition to any overtime payment as follows:
  - i. when required to work more than one hour after the usual finishing hour of work or, in the case of shift workers, when the overtime work on any shift exceeds one hour; and
  - ii. provided that where such overtime work exceeds four hours a further meal allowance of \$12.88 will be paid.
  - iii. This clause will not apply when an employee could reasonably return home for a meal within the meal break.
- (b) On request, meal allowance will be paid on the same day as overtime is worked.

### **3. Travelling, transport and fares**

- (a) Where an Employee is required and authorised by their Employer to use their motor vehicle in the course of their duties, the Employee is entitled to be reimbursed at the rate of \$0.78 per kilometre.
- (b) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (c) Provided that the Employee will not be entitled to reimbursement for expenses referred to above which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer 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 the Employer by the Employee.

### **4. Bilingual qualification allowance**

- (a) Bilingual means a recognised proficiency in English as well as any one of the languages normally used by the Employer's customers/clients.
- (b) In recognition of the increased effectiveness and productivity of bilingual Employees, an Employee who is competently bilingual and who is regularly required in the course of their duties to use one or more of these languages will be paid an annual allowance of:

Level 1	Level 2
\$206.93	\$414.18

- i. Level 1 is an elementary level. This level of accreditation is appropriate for Employees who are capable of using a minimal knowledge of language for the purpose of simple communication.
  - ii. Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.
- (c) Proof of bilingual proficiency and accreditation will be obtained before an Employee will be entitled to this allowance. Bilingual accreditation is obtained by the Employee confirming their bilingual proficiency in writing from an interpreting and/or translating service agreed by the Employer and the Employee.
5. Higher duties
- (a) An Employee engaged for five days or more during any pay period on duties carrying a higher rate than their ordinary classification will be paid an allowance equal to the amount of the difference between their own ordinary rate of pay and the minimum ordinary rate of pay at the higher designation.
6. Adjustment of expense related allowances
- (a) At the time of any adjustment to the standard rate, 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.

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:

<b>Allowance</b>	<b>Applicable Consumer Price Index Figures</b>
Meal allowance	Take away and fast foods sub-group
Vehicle allowance	Private monitoring sub-group

## 7. Sleepovers

Employees may, in addition to normal rostered shifts, be required to sleepover. A sleepover means sleeping in at night in order to be on call for emergencies.

The following conditions will apply to each night of sleepover:

- (a) The span for a sleepover will be not less than eight hours and not more than 10 hours on any one night.
- (b) Employees will be provided with free board and lodging for each night on which they are required to sleepover.
- (c) Employees will be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.
- (d) In addition to the provision of free board and lodging for sleepovers, the employee will be entitled to a sleepover allowance of 5.2% of the standard rate for each night on which they sleep over.
- (e) No work other than that of an emergency nature will be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
- (f) An Employee directed to perform work other than that of an emergency nature during any sleepover will be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance.
- (g) All time worked during any sleepover will count as time worked and be paid for in accordance with the following provisions:
  - i. All time worked by full-time Employees during any sleepover will be paid for at overtime rates.
  - ii. All time worked by permanent part-time Employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or 11 hours where there are no such full-time Employees, then the excess hours worked on that day will be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 37.5 hours, or exceeds 75 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.
  - iii. All time worked by casual employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in

the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.

- (h) A sleepover may be rostered to commence immediately at the conclusion of the Employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
- (i) No Employee will be required to sleepover during any part of their rostered days off or ADOs.
- (j) An Employee who performs so much work during sleepover periods 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 eight consecutive hours off duty between these times will, subject to this clause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of the Employer, such an Employee resumes or continues to work without having eight consecutive hours off duty, the Employee will be paid at double the appropriate rate until they are released from duty for eight consecutive hours and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (k) Casual employees may only be used for sleepovers when full-time Employees or permanent part-time employees are not available for that duty. In no case will casual Employees be used exclusively, or almost exclusively, for sleepovers.
- (l) Nothing in this clause will preclude the Employer from rostering an Employee to work shiftwork instead of undertaking sleepovers.

## SCHEDULE 4

Executed as an agreement

SIGNED FOR:

Mala'la Health Service Aboriginal  
Corporation (ABN 89 357 836 457)  
Po Box 136, Maningrida NT 0822

by its authorised representative (as per  
Position below)

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Signature

---

Date

---

Print Full Name

---

Position

---

Print Address

SIGNED ON BEHALF OF:

The Non-nursing and Nursing  
Employees in the positions listed in  
Schedule 1

by their authorised representative (as  
per Position below)

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Signature

---

Date

---

Print Full Name

---

Date of nomination

---

Print Address

---

Position

SIGNED ON BEHALF OF:

The Nursing Employees in the positions  
listed in Schedule 1

by the Australian Nursing and Midwifery  
Federation as Employee Representative  
of the Nursing Employees

---

Signature

---

Date

---

Print Full Name

---

Date of nomination

---

Print Address

---

Position