

**LAYNHAPUY HOMELANDS ABORIGINAL
CORPORATION
ENTERPRISE AGREEMENT 2024**

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PART 1 – APPLICATION AND OPERATION

1 AIMS AND OBJECTIVES

This Agreement aims to provide a comprehensive and simplified document incorporating all terms and conditions of employment for those employed by Laynhapuy Homelands Aboriginal Corporation in one of the classifications contained in **Schedule A**.

2 TITLE

The Agreement shall be known as the Laynhapuy Homelands Aboriginal Corporation Enterprise Agreement 2024.

3 PARTIES BOUND

This Agreement covers and applies to:

- Laynhapuy Homelands Aboriginal Corporation; and
- all Employees employed in the classifications as described in **Schedule A** of this Agreement.

The Agreement will not cover or apply to any managers (or Executives) who are otherwise award-free.

4 OPERATION OF THE AGREEMENT

4.1 This Agreement operates to the exclusion of all awards and agreements that would otherwise be applicable to the Employees covered by this Agreement.

4.2 If any provision of this Agreement is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement

4.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. Notwithstanding this, the Agreement may have terms that supplement or extend the entitlements in the NES but any such terms of the agreement will not be detrimental to an employee compared with the NES.

4.5 Where the Agreement refers to various policies and procedures in force from time to time, to avoid any doubt, any policies referred to in this Agreement are not incorporated into, and do not form part of the terms of this Agreement.

5 COMMENCEMENT

This Agreement will commence on the first full pay period, 7 days after the date of approval by the Fair Work Commission.

6 NOMINAL EXPIRY

This Agreement shall have a nominal expiry date of two (2) years from the date of approval by the Fair Work Commission.

7 NO EXTRA CLAIMS

No party to this Agreement will pursue any extra claims prior to the nominal expiry date of the Agreement. Nothing in this clause is intended to be inconsistent with the Fair Work Act 2009 (Cth) or remove the ability for this Agreement to be varied in accordance with the Act.

8 DEFINITIONS

Where a term used in this Agreement has a corresponding definition in the *Fair Work Act 2009* (Cth) (the **Act**), the *Fair Work Regulations* (**Regulations**) or the National Employment Standards (**NES**), the definition in the Act, the Regulations or the NES shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations or the NES, unless the definition contained in the Agreement is more beneficial.

For the purposes of this Agreement:

Agreement means the Laynhapuy Homelands Aboriginal Corporation Enterprise Agreement 2024.

Base rate of pay means the rate of pay payable for ordinary hours of work that does not include incentive-based payments and bonuses, monetary allowances, overtime, penalty rates or any other similar, separately identifiable entitlements.

Default Superannuation Fund means the superannuation fund nominated by the Employer to be its preferred superannuation fund.

Employee(s) means all employees employed by Laynhapuy Homelands Aboriginal Corporation in one of the classifications contained in **Schedule A** of this Agreement.

Employer means Laynhapuy Homelands Aboriginal Corporation (**LHAC**).

Family and Domestic Violence is violent, threatening or other abusive behaviour by a close relative of an Employee, a member of an Employee's household, or a current or former intimate partner of an Employee, that:

- (a) seeks to coerce or control the Employee; and
- (b) causes the Employee harm or to be fearful.

A "close relative" of the Employee is a person who: (a) is a member of the Employee's Immediate Family; or (b) is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

Immediate family means a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an Employee, or a child, parent, grandparent, grandchild or sibling of an Employee's spouse or de facto partner. It also includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.

Family for the purposes of Aboriginal or Torres Strait Islander kinship rules will be in accordance with Yolngu custom and tradition, which is set out within the Human Resources Policies and Procedures Manual.

IPA means Indigenous Protected Area.

Union means United Workers Union (“UWU”) and Australian Nursing and Midwifery Federation NT (“ANMF”).

9 INDIVIDUAL FLEXIBILITY ARRANGEMENT

9.1 The Employer and an Employee may agree to make an individual flexibility arrangement (IFA) to vary the effect of the terms of the Agreement if the IFA deals with one (1) or more of the following matters and is done to meet the genuine needs of both the Employee and the Employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) leave loading.

9.2 An IFA must be genuinely made by the Employer and the individual Employee without coercion or duress and may only be made after the individual Employee has commenced employment with the Employer.

9.3 The Employer must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

9.4 The Employer must ensure that the IFA:

- (a) is in writing; and
- (b) includes the name of the Employer and the Employee; and
- (c) is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) include details of:
 - (i) the term(s) of the Agreement that will be varied by the IFA; and
 - (ii) how the IFA will vary the effect of the term(s); and

(iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and

(iv) states the day on which the arrangement commences.

9.5 The Employer must give to the Employee a copy of the IFA within 14 days after it is agreed to.

9.6 The Employer or the Employee may terminate the IFA:

(a) by giving no more than 28 days written notice to the other party to the IFA; or

(b) if the Employer and the Employee agree in writing at any time.

9.6 **Requests for Flexible Working Arrangements**

9.6.1 Employees who are eligible for a flexible working arrangement in accordance with the FW Act; may make request a change in working arrangements, including changes to hours of work, changes in patterns of work, and changes in location of work, in accordance with the Act.

9.6.2 The request for a change in working arrangements must be in writing and set out details of the change requested and the reasons for the change.

9.6.3 Before responding to a request made under the Act, the Employer will discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances, having regard to:

(i) The needs of the Employee arising from their circumstances;

(ii) The consequences for the Employee if changes in working arrangements are not made; and

(iii) Any reasonable business grounds for refusing the request.

9.6.4 If the Employer refuses the request and has not reached an agreement with the Employee as per above:

(i) The written response must include the reasons for the refusal, including the business ground(s) for the refusal and the ground(s) that apply; and

(ii) Either state whether there are any changes in working arrangements that the Employer can offer the employee to better accommodate their circumstances and set out those changes or, state that there are no such changes.

9.6.5 If the Employer and Employee reach an agreement on a change in working arrangements that differs from what was initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

9.6.6 The Employer may only refuse a request for a change in working arrangements on reasonable business grounds.

9.6.7 The Employer must provide the employee with a written response to a request within 21 days.

10 ACCESS TO THE AGREEMENT

The Employer must ensure that copies of the Agreement and the NES are available to all Employees to whom they apply in a convenient location which makes them easily accessible, for example, via the Employer's Intranet.

11 DEVELOPING LOCAL ABORIGINAL COMMUNITY CAPACITY AND PROVIDING JOB OPPORTUNITIES

The parties to this Agreement acknowledge LHAC's focus on people by supporting the career aspirations and cultural needs of all Employees, with a particular focus on Aboriginal Employees.

The parties to this Agreement agree to take all reasonable steps, through sound recruitment, employment practices and professional development, to assist LHAC to employ, develop and promote Aboriginal people across all departments of LHAC.

PART 2 –EMPLOYMENT

12 EMPLOYEE ENGAGEMENT

- 12.1 Employees engaged pursuant to this Agreement will be classified as one of the following:
- (a) A full-time Employee; or
 - (b) A part-time Employee; or
 - (c) A casual Employee.
- 12.2 A full-time Employee or a part-time Employee may be engaged as a:
- (a) permanent Employee; or
 - (b) A fixed or maximum term Employee.
- 12.3 A permanent Employee means an Employee who is not engaged as a fixed term employee or casual employee.
- 12.4 **Fixed or maximum term Employment** means where an Employee is engaged for a specified term or ascertainable period or tasks for which the letter of offer will specify the start and finish dates of that employment as well as the category of employment, without any guarantee of ongoing work beyond that term or task.
- 12.5 **Shift worker**
- A shift worker is an Employee:
- (a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
 - (b) who is regularly rostered to work on Sundays and public holidays.

13 FULL-TIME EMPLOYEE

- 13.1 A **full-time** Employee is an Employee who is engaged to work an average of 38 ordinary hours per week.
- 13.2 The number of ordinary hours worked per week by a full-time Employee may be averaged over a period of up to 4 weeks or over an agreed roster period.

14 PART-TIME EMPLOYEE

- 14.1 A **part-time** Employee is an Employee who is engaged to work for fewer than 38 ordinary hours per week on a reasonably predictable basis.
- 14.2 At the time of engagement, the Employer and the Employee must agree in writing to all of the following:
- (a) the number of hours to be worked each day; and
 - (b) the days of the week on which the Employee will work; and
 - (c) the times at which the Employee will start and finish work each day.

- 14.3 Changes to the number of hours to be worked and the start and finish times may be varied by agreement between the Employer and the Employee and recorded in writing.
- 14.4 The days worked under clause 14.2(b) can be changed by the Employer giving the Employee 7 days' notice of the change.
- 14.5 These agreed hours will provide the basis for the calculation of pro-rata entitlements under this Agreement. Part-time Employees shall be entitled to receive all benefits of a full-time Employee under this Agreement on a pro-rata basis.
- 14.6 A part-time Employee will be rostered on any shift for a minimum of four (4) consecutive hours.

15 REASONABLE ADDITIONAL HOURS

- 15.1 From time to time, full-time Employees may be required to work reasonable additional hours (being reasonable hours in excess of 38 average hours per week as calculated by reference to clause 0).
- 15.2 Part-time Employees can be asked, but not required, to agree to work a reasonable number of additional hours above their guaranteed minimum hours (as agreed pursuant to clause 0). Agreed additional hours will be reasonable and in line with the Employee's stated work availability.
- 15.3 Employee's may refuse to work unreasonable additional hours. In determining whether additional hours are reasonable or unreasonable for the purposes of clauses 0 and 0, the following must be taken into account:
- (a) any risk to Employee's health and safety from working the additional hours;
 - (b) the Employee's personal circumstances, including family responsibilities;
 - (c) the needs of LHAC;
 - (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (e) any notice given by the Employer of any request or requirement to work the additional hours;
 - (f) any notice given by the Employee of their intention to refuse to work the additional hours;
 - (g) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
 - (h) the nature of the Employee's role, and the Employee's level of responsibility;
 - (i) whether the additional hours are in accordance with averaging terms included within this Agreement;
 - (j) any other relevant matter.

15.4 This clause is subject to section 62 of the Fair Work Act.

16 CASUAL EMPLOYEES

16.1 A **casual** Employee is an Employee for whom there is not a firm advance commitment to continuing and indefinite work, and the Employee is entitled to casual loading under their contract of employment.

16.2 A casual Employee is entitled to be paid a 25% loading in addition to their applicable minimum hourly rate for every hour worked. This loading is payable to compensate a casual worker for entitlements such as paid leave, redundancy pay and notice of termination to which a casual employee is not entitled.

16.3 Casual Employees are not entitled to payment for public holidays not worked.

16.4 Casual Employees are entitled to Long Service Leave in accordance with Clause 43 of this Agreement.

16.5 Casual Employees have a minimum paid engagement period of four (4) consecutive hours for each shift.

16.6 A casual Employee's engagement shall start from the beginning of their shift and cease at the end of their shift.

17 CASUAL CONVERSION

Casual conversion to permanent employment will be assessed and, where applicable, actioned in accordance with the NES in Division 4A of Part 2.2 of the FW Act (**NES Conversion**).

18 COMPLIANCE WITH EMPLOYER POLICIES

18.1 Employer procedures, policies, guidelines, codes, rules, etc., may change from time to time to meet business needs. The policies, guidelines, codes, procedures, rules, etc., are not incorporated into and do not form part of this Agreement.

18.2 If any inconsistency arises between the provisions of this Agreement and the policies, guidelines, codes, procedures, rules, etc., in force from time to time, then the provisions of this Agreement will prevail.

18.3 Employees will be made aware of and provided with access and are required to comply with the Employer's procedures, policies, guidelines, codes, rules, etc at all times.

19 STAND DOWN

19.1 Where an Employee cannot be usefully employed due to:

(a) industrial action;

(b) breakdown of machinery or equipment, if the Employer cannot reasonably be held responsible for the breakdown; or

(c) a stoppage of work for any cause over which the Employer cannot be reasonably held responsible,

the Employer is not required to make payments to the Employee for that period.

- 19.2 The stand down period does not break an Employee's continuous service with the Employer and the Employee continues to accrue leave during this period.

20 CLASSIFICATIONS AND RATES OF PAY

- 20.1 An Employee's classification level will be determined by the Employer under **Schedule A**.

- 20.2 Employees will be paid in accordance with **Schedule B** of this Agreement.

21 ORDINARY HOURS OF WORK

- 21.1 Employees will work as directed by the Employer over any day of the week, consistent with the Employee's engagement as a permanent full-time, part-time or casual Employee.

- 21.2 The span of ordinary hours of duty is between 7am to 7pm, Monday to Friday.

- 21.3 The maximum number of ordinary hours that can be worked in a week by permanent Employees is an average of:

- (a) 38 hours per week over a period of up to four (4) weeks; or
- (b) 38 hours per week over a roster period agreed between the Employer and the Employee.

- 21.4 The maximum number of hours an Employee may work on any given day is ten (10) hours. This includes casual Employees.

- 21.5 Full-time and part-time Employees may be required to work reasonable hours in addition to those set out in subclause 0.

- 21.6 Casual Employees who are required to work in excess of 38 hours per week will be entitled to applicable overtime rates.

- 21.7 An Employee will not be required to work less than four (4) hours for any shift.

22 MEAL AND REST BREAKS

- 22.1 Unpaid meal breaks must be provided and taken by Employees who work more than five (5) hours per day.

- 22.2 No Employee will be required to work continuously for more than five (5) hours without a meal break.

- 22.3 Meal breaks are to be a minimum of thirty (30) minutes and a maximum of one (1) hour in duration.

- 22.4 The meal break timing is subject to rostering by the manager or their delegate.

- 22.5 An Employee who has not been permitted to take their unpaid meal break by the end of the 6th hour of the shift shall be paid at overtime rates until a meal break is granted and taken.
- 22.6 Employees who work four (4) or less hours per day, are entitled to one paid ten (10) minute rest break. The break timing is subject to rostering by the manager or their delegate. All Employees working more than four (4) hours per day are entitled to one paid rest break of 10 minutes each morning and afternoon. The break timing is subject to rostering by the manager or their delegate.

23 ROSTERED DAY OFF

- 23.1 Full time Employees whose contract of employment expressly offers them a Rostered Day off (RDO) will be entitled to accrue an RDO in accordance with their contract of employment.
- 23.2 Employees can accrue two (2) RDO's at any given time. Where two (2) RDO days have accumulated, the Employee shall agree with their Manager subject to operational requirements, on a date to take their accrued RDO days within 30 days of the last accrued RDO.
- 23.3 Employees will accrue their RDOs through the pay system. The Employee will be required to apply for the RDO for each separate occasion.
- 23.4 Employees should take their RDO within 30 days of accrual at a time agreed between the Employer and Employee.
- 23.5 RDO's not taken at termination of employment to be paid out at the overtime rate at which they accrue.
- 23.6 The Employer and Employee acknowledge with the implementation of this clause that RDO's should not accrue beyond the limits specified in this clause 23 and Employees and Managers will work together to ensure are accrued and taken in accordance with this clause or any relevant associated supporting policies and procedures.

24 OVERTIME

- 24.1 Additional hours intended to be claimed as overtime must be authorised by the CEO, or the relevant manager prior to being worked.
- 24.2 A timesheet detailing pre-approved overtime submitted to payroll must be signed as authorised by the CEO, or the relevant manager.
- 24.3 Full time Employees are entitled to be paid overtime for hours worked outside the span of hours set out in clause 21.2 and/or before the Employee's rostered start time/finishing time as follows:
- (a) At the rate of time and half of the base rate of pay for the first two (2) hours worked before the Employee's rostered start time and/or after the rostered finishing time, in a single day, Monday to Friday.
 - (b) At the rate of double time of the base rate of pay after the first two (2) hours of overtime worked in a single day, Monday to Friday.

- (c) At the rate of time and half of the base rate of pay for the first two (2) hours and double time of the base rate of pay thereafter for hours worked on a Saturday except for overtime hours commenced on the previous day or any overtime worked after 12 noon on a Saturday which must be paid at double time of the base rate of pay.
 - (d) At the rate of double time of the base rate of pay for all hours worked on a Sunday. At the rate of double time and a half of the base rate of pay prescribed for the Employee's classification for all hours worked on a public holiday.
- 24.4 Part-time Employees are entitled to be paid overtime in accordance with the rates prescribed in clause 24.3 if they:
- (i) work in excess of thirty eight (38) hours in any one week
 - (ii) work outside the span of hours set out in clause 21.2 (save for part time nurses)
 - (iii) work any hours at the direction of the employer in excess of the number of ordinary hours that the employee has agreed to work under 14.2 or as varied under clause 14.3 (save for part-time nurses who can work up to 38 hours per week at their ordinary rate of pay without attracting overtime if they work less than 38 hours per week).
- 24.5 Casual Employees are entitled to be paid overtime in accordance with the rates prescribed in clause 24.3 (save for Nurses engaged on a casual basis (Casual Nurses)) for hours worked outside the span of hours in accordance with clause 21.2 and in excess of thirty-eight (38) hours in any one week, as well as Monday to Sunday, as follows:
- (a) At the rate of 175% of the base rate of pay (excluding casual loading) at the appropriate classification as set out in Schedule B for the first two (2) hours worked in a single day, Monday to Friday.
 - (b) At the rate of 225% of the base rate of pay (excluding casual loading) at the appropriate classification as set out in Schedule B after the first two (2) hours of overtime in a single day worked, Monday to Friday.
 - (c) At the rate of 175% of the base rate of pay (excluding casual loading) at the appropriate classification as set out in Schedule B for the first two (2) hours and 225% of the base rate of pay (excluding casual loading) thereafter for hours worked on a Saturday except for overtime hours commenced on the previous day or any overtime worked after 12 noon on a Saturday which must be paid at double time.
 - (d) At the rate of 225% of the base rate of pay (excluding casual loading at the appropriate classification as set out in Schedule B for hours worked on a Sunday.
 - (e) At the rate of 275% of the base rate of pay (excluding casual loading) at the appropriate classification as set out in Schedule B for hours worked on a public holiday.
- 24.6 Casual Nurses are entitled to be paid overtime for hours worked in excess of thirty-eight (38) hours in any one week, Monday to Sunday, as follows:

- (a) At the rate of 150% of the casual hourly rate of pay at the appropriate classification as set out in Schedule B for the first two (2) hours worked in a single day, Monday to Saturday.
 - (b) At the rate of 200% of the casual hourly rate of pay at the appropriate classification as set out in Schedule B after the first two (2) hours of overtime in a single day worked, Monday to Saturday.
 - (c) At the rate of 200% of the casual hourly rate of pay at the appropriate classification as set out in Schedule B for hours worked on a Sunday.
 - (d) At the rate of 250% of the casual hourly rate of pay at the appropriate classification as set out in Schedule B for hours worked on a public holiday.
- 24.7 Employees authorised to work overtime on a Saturday will be rostered for a minimum of four (4) hours work or paid for a minimum of four (4) hours' work (if rostered for less than 4 hours).
- 24.8 Employees authorised to work overtime on a Sunday will be rostered for a minimum of four (4) hours work or paid for a minimum of four (4) hours' work (if rostered for less than 4 hours).
- 24.9 Employees authorised to work overtime on a public holiday will be rostered for a minimum of four (4) hours work or paid for a minimum of four (4) hours' work (if rostered for less than 4 hours).
- 24.10 Where overtime is worked, wherever reasonably practicable, it will be arranged so that the Employee will have at least ten (10) consecutive hours off duty before their next shift.
- 24.11 An Employee who has not had at least ten (10) consecutive hours off duty shall be released after the completion of overtime until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- 24.12 If, on the instruction of the Employer, the Employee resumes or continues work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double time the base rate of pay until the Employee is released from duty without the loss of pay for ordinary working time occurring during the absence.

25 PUBLIC HOLIDAY

- 25.1 An Employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday.
- 25.2 The Employer may request that an employee work on a public holiday if that request is reasonable.
- 25.3 An Employee can refuse the request to work on a public holiday if the request is not reasonable or the refusal is reasonable. The factors to be considered when determining what is reasonable is set out within section 114 (4) of the FW Act.

- 25.4 An Employee who is absent on a Public Holiday in accordance with clause 25.1 is entitled to be paid their base rate of pay for the employee's ordinary hours on that day or part thereof.
- 25.5 For the purposes of clause 25 public holidays are as gazetted in the Northern Territory. Including but not limited to:
- (a) New Years Day
 - (b) Australia Day
 - (c) Good Friday
 - (d) Easter Saturday
 - (e) Easter Monday
 - (f) May Day
 - (g) ANZAC Day
 - (h) King's Birthday
 - (i) Picnic Day
 - (j) Christmas Day
 - (k) Boxing Day
- 25.6 A public holiday that falls on a Saturday or Sunday is observed on the next Monday. The exception is Easter Saturday as the public holiday is observed on the day.
- 25.7 When Boxing Day falls on a Sunday or Monday, the public holiday is observed on the following Tuesday.
- 25.8 Substitute day for a public holiday
- (a) The day the public holiday is substituted for is paid as the public holiday. However, the public holiday itself is no longer regarded as the official public holiday.
 - (b) Public holidays may be substituted for other days by agreement between the Employer and individual Employees.
 - (c) If the Commonwealth or Northern Territory Government proclaims or gazettes an additional public holiday that day will be paid as a public holiday.
 - (d) If the Commonwealth or Northern Territory Government eliminates a public holiday that day will not be paid as a public holiday.
 - (e) Employees will not have an RDO scheduled on a public holiday.
- 25.9 Employees completing work on a public holiday will be paid at a rate of double and a half time of the minimum rates set out in Schedule B below.
- 25.10 If the Employee is entitled to a public holiday in accordance with clause 25.1, and such public holiday falls on day on which an Employee is taking annual leave, personal leave or long service leave, the Employee is taken not to be on leave on that day.

26 PAYMENT OF WAGES

- 26.1 Wages will be paid fortnightly in arrears by electronic funds transfer to a financial institution nominated by the Employee.
- 26.2 In the event that an Employee receives an overpayment of wages, the Employee agrees that the Employer may deduct the gross amount of the overpayment from any subsequent payment made to the Employee, upon the giving of two (2) weeks' notice of the proposed deduction.
- 26.3 If the Employer agrees in writing, an overpayment of wages may be repaid by way of a reasonable and agreed repayment plan, taking into account factors including the amount of the overpayment and the Employee's financial circumstances.
- 26.4 All authorised deductions must be agreed to in writing, signed by the Employee and must include:

For a one off deduction:

- a) amount of the deduction;
- b) reason for the deduction;
- c) date the deduction will be made; and
- d) name of the person who will receive the deduction amount.

For regular deductions:

- a) whether the deductions are for one or more specific amounts or for amounts that could change over time;
- b) the reason for the deductions;
- c) if the deductions are for specific amounts, what those amounts are;
- d) the date and frequency of the deductions; and
- e) the name of the person who will receive the deductions.

27 WAGE AND ALLOWANCE INCREASES

- 27.1 The base rate of pay will increase in line with **Schedule B** of the Agreement.
- 27.2 Wage increases will apply effective the first full pay period on or after 1st July each year of the Agreement.
- 27.3 Each expense related allowance contained within this Agreement will be increased in line with the relevant percentage increase per the equivalent allowance within the relevant modern award.

28 REVIEW OF CLASSIFICATION

- 28.1 Where the nature of the work performed by an Employee has changed, the Employee may request (in writing) a review of the classification assigned to their current position.
- 28.2 Requests to review a grade will be assessed by the CEO and the relevant manager.
- 28.3 Variations to the position description may be identified by the Employee or proposed by the Employer arising from changes in the organisation or technological advances.

- 28.4 Further information about the assessment for review of grades that apply to eligible Employees is available in the Review of Grading Guidelines (to be developed along with more relevant classification descriptors within 12 months of the Agreement becoming operational).
- 28.5 Changes in work duties alone may not necessarily result in a change to an Employee's substantive classification. The decision to reclassify will consider factors such as whether the changes:
- (a) involve the exercise of skills, responsibilities, and/or autonomy typically associated with a higher classification;
 - (b) are of a permanent or temporary nature; and/or
 - (c) require work at a higher classification level, or whether they simply involve performing additional or different duties at the existing classification level, which would not typically justify reclassification.
- 28.6 For the avoidance of doubt, the relevant consultation between the Employee and Employer for the purposes of clause 28 will be in accordance with the consultation obligations set out in clause 34.
- 27.7 If, upon review, it is determined that a role has been incorrectly classified at a higher grade than warranted by the duties performed, the classification may be adjusted downward to reflect the appropriate grade. However, any reclassification will not result in a reduction of the Employee's remuneration. The decision to adjust the classification will consider the nature of the role, the responsibilities involved, and any relevant factors that contributed to the initial incorrect classification. Any change in classification will be subject to consultation with the Employee in accordance with clause 34.

29 SUPERANNUATION

- 29.1 For each eligible Employee, the Employer will make superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) and other related legislation.
- 29.2 The Employer will provide each Employee on commencement with an Employee Details Form in which the employee must nominate a superannuation for the Employer to make contributions to.
- 29.3 Where an Employee does not nominate a superannuation fund in accordance with this clause, the Employer will pay superannuation contributions into the Employee's stapled super fund as advised by the Australian Tax Office (the ATO).
- 29.4 If an Employee does not nominate a superannuation fund and a stapled fund is not identified by the ATO, superannuation contributions will be made by the Employer to the default fund.
- 29.5 An Employee may make contributions to the superannuation fund in addition to those made by the Employer under clause 29.1.

29.6 Superannuation contributions will be made by the Employer to an Employee's nominated superannuation fund at the completion of each calendar month.

30 NOTICE REQUIREMENTS FOR TERMINATION OF EMPLOYMENT

30.1 For full-time and part-time Employees, their employment may be terminated by either party subject to the following notice periods:

Period of Service	Notice Requirement
Up to 1 years' service	1 week
Between 1 and 3 years' service	2 weeks
Between 3 and 5 years' service	3 weeks
Five years or more of service	4 weeks

30.2 If an Employee is aged 45 years or older and has two (2) or more years of service with the Employer, the Employer will provide one (1) extra week of notice in addition to the notice period required above.

30.3 The Employer may, at their discretion, require an Employee to work their period of notice, pay a period of notice in lieu or provide a combination of the two.

30.4 The Employer will provide an Employee with written notice of termination of their employment in accordance with the NES.

30.5 Upon termination of employment, all monies due to an Employee shall be paid into the Employee's nominated bank account within seven (7) working days of the termination date.

30.6 If an Employee who is at least 18 years old does not give the period of notice required under clause 30.1, then the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.

30.7 Nothing in this clause affects the right of the Employer to dismiss an Employee without notice for conduct amounting to serious misconduct. For the avoidance of doubt, serious misconduct may include:

wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment and includes, but is not limited to:

- (i) conduct that causes serious and imminent risk to the health and safety of a person or the reputation, viability, profitability of the Employer's business';
- (ii) theft, fraud, assault or sexual harassment;
- (iii) an Employee being intoxicated at work; or
- (iv) an Employee refusing to follow a lawful and reasonable direction.

30.8 Casual Employees are not required to provide, nor are they entitled to, notice of termination.

- 30.9 Where an Employee's employment is terminated by reason of redundancy, they will be entitled to redundancy pay in accordance with, and subject to the requirements of the NES.
- 30.10 Upon the termination of employment for any reason, an Employee must deliver to the Employer all equipment, uniforms, personal protective equipment, documents and any other property of the Employer, including, but not limited to, any confidential information concerning the Employer which the Employee has obtained in the course of employment with the Employer.

31 SHUT DOWN (temporary close down)

31.1 The Employer may require an Employee to take annual leave if:

- (a) the Employer plans to temporarily close down or significantly reduce, all, or part of, its operations at the site (temporary close-down); and
- (b) the temporary close down results in the majority of Employees taking annual leave; and
- (c) such close down may only occur once in a 12 month period, and must not lead to a requirement that the Employee being absent for more than 2 weeks (10 days of leave).

31.2 The Employer will notify the Employee:

- (a) If an Employer requires an Employee to take annual leave under 31.1, then the Employer must give that Employee one month's notice in writing that they are to take annual leave for the temporary close-down.
- (b) If an Employee commences employment with the Employer during the notice period, then the Employer must give that Employee notice of the temporary close-down in writing when the Employer engages the Employee.

32 SUSPENSION

The Employer may suspend an Employee's employment at any time if it consider that it is in the Employer's best interests to do so, for example to investigate a suspected breach by the Employee of a term of their Contract or any allegations relating to inappropriate conduct or misconduct.

If an Employee is suspended under this clause, he or she will be paid for the duration of the suspension.

33 ALLOWANCES

33.1 Higher Duties

33.1.1 Where an Employee is appointed by the Employer to temporarily perform a role that is a higher classification than their substantive role (as set out in **Schedule B**) for one day or more, the Employee shall be paid in respect for the performance of those duties an allowance equal to the amount of the difference between the Employee's own base rate of pay and the lowest pay point of the higher classification.

33.1.2 An Employee who is directed to perform all of the duties of a position within an alternate classification, will maintain their current wage level or be paid the difference between the Employee's own wage and the lowest pay point of the alternate classification, whichever is the greater.

33.1.3 An Employee temporarily appointed to a different classification that has a lower base rate of pay, will continue to receive their normal base rate of pay for such work.

33.2 Motor Vehicle Allowance

An Employee approved by the Employer to use their own motor vehicle to perform work-related duties for the Employer will be paid the prescribed rate as per the Australian Tax Office per kilometre rate, on presentation of a log of kilometres travelled.

33.3 Overtime Meal Allowance

When an Employee is required to work overtime for more than one (1) hour after the Employee's ordinary work hours without being given 24 hours' notice, the Employee will be entitled to be provided a meal or a meal allowance of \$21.57, provided that where such overtime work exceeds four (4) hours, a further meal allowance of \$19.56 will be paid.

33.4 First Aid Allowance

33.4.1 A Full-time Employee will be paid a first aid allowance (pro-rata for part-time and casual Employees) of \$19.76 per week, provided the employee meets all of the following conditions set out below:

- (a) the Employee has been trained to render first aid;
- (b) the Employee is the holder of a current appropriate first aid qualifications; and
- (c) the Employee is appointed as a first aid officer and required by the Employer to perform first aid duty as required.

33.5 Meal and Camping Allowance during overnight stays

33.5.1 Where an Employee, in the course of their employment is required by the Employer (in writing) to travel from their normal place of work and such travel extends overnight, the Employer will provide to the Employee with the relevant allowance as set out in the table below:

Meal and Camping Allowance during overnight stays		
Meal Allowance	Amount	Condition
Day of Departure:		
Breakfast	\$16.07	Payable only where departure is prior to 6:00 am
Lunch	\$26.78	Payable only where departure is prior to 12:00 noon
Dinner	\$53.56	Payable only where departure is prior to 6:00 pm
Day of Return:		
Breakfast	\$16.07	Payable only where arrival is later than 8:00 am
Lunch	\$26.78	Payable only where arrival is later than 2:00 pm
Dinner	\$53.56	Payable only where arrival is later than 8:00 pm
Camping Allowance	\$50.00	Payable per night where an employee during the course of their employment is required to camp out overnight using makeshift accommodation such as a swag or tent.

- 33.5.2 Where accommodation and/or meals and/or food supplies are provided at no cost to the Employee, those components of the allowance will not be paid to the Employee.
- 33.5.3 The Employer will pay for direct costs approved in advance if allowance is not paid.
- 33.5.4 The Employer will provide notice to the Employee of the allowance that applies prior to the Employee commencing travel.
- 33.5.5 An additional camping allowance will be paid for any nights where the Employee is required to camp out (using a swag or tent and not staying in a room or cabin or other kind of permanent structure).
- 33.5.6 Additional approved work-related expenses incurred will be reimbursed on production of receipts at the discretion of the CEO. Employees are to seek approval prior to incurring any additional work-related expenses.

33.6 Bilingual Allowance

- 33.6.1 Bilingual means where an Employee has a recognised proficiency in English as well as Yolngu or any other specific language used in the East Arnhem Land region where the Employee is required to use both languages in the course of their employment, the Employee will be eligible to apply for a bilingual allowance.
- 33.6.2 The Employer will establish a sub-committee to the Board to review applications for receiving a Bilingual allowance. The committee will determine if the employee meets the requirements to receive the bilingual allowance.
- 33.6.3 An eligible employee who is competently bilingual and who is regularly required in the course of their duties to use one or more languages in addition to English will be paid an annual allowance of \$500 (paid fortnightly).
- 33.6.4 The employee will be required to record the bilingual payment in the allowance spreadsheet. The manager will cross-reference with approved employee sub-committee cohort and approve. Payroll will pay the allowance on a fortnightly basis in line with standard pay run.

33.7 Remote Living Allowance

- 33.7.1 A Remote Living Allowance of \$1,250 is payable as a lump sum in December each year to all permanent and fixed term Employees living in Gove. This payment is intended to assist with expenses associated with travelling away from Gove during annual leave.
- 33.7.2 To be eligible the Employee will:
 - (a) Have successfully completed the probationary period; and
 - (b) Must be an Employee as at 1st of December in the payment year; and
 - (c) There are no pro-rata arrangements.

34 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

Major Workplace Change

- 34.1 Where the Employer has made a definite decision to introduce major changes in production, programmes, organisation, structure or technology that is likely to have significant effects on Employees covered by this Agreement, the Employer will notify the Employees who may be affected by the proposed changes and their representatives (if any).
- 34.2 Significant effects include potential redundancies; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the significant

elimination or diminution of job opportunities, promotion opportunities or job tenure; significant alteration to hours of work; the need for retraining or permanent transfer of Employee to other work locations; and the substantial restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

34.3 The Employer will discuss with the affected Employees and their representatives (if any) the introduction of the major changes, the effects the changes are likely to have on Employees, and where identified by the Employer, any measures to avert or mitigate any adverse effects of such changes on Employees.

34.4 For the purposes of clause 34.2, the Employer will provide the relevant Employees (in writing):

- (a) all relevant information about the change including the nature of the proposed change;
- (b) information about the expected effects of the change on the Employees; and
- (c) any other matters likely to affect the Employees.

34.5 The discussions will commence after a definite decision has been made by the Employer to make a major change. In consulting with Employees, the Employer is not required to disclose confidential information.

34.6 The Employer must give prompt and genuine consideration to the matters raised about the major change by the relevant Employees.

34.7 At any stage during this process an Employee may appoint a representative of their choice in writing. The Employer's obligation to consult or provide information to the representative only occurs after written notice is provided to the Employer.

34.8 Changes to Regular Roster or Ordinary Hours of Work

Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Employer will:

- (a) provide information to the Employees about the change;
- (b) invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (c) consider any views given by the Employees about the impact of the change.

At any stage during this process an Employee may appoint a representative of their choice in writing. The Employer's obligation to consult or provide information to the representative only occurs after written notice is provided to the Employer.

35 REDUNDANCY

35.1 **Eligible** Employees will be entitled to redundancy pay in accordance with the NES.

35.2 The Employer may, if an Employee's role is made redundant, transfer the Employee to a lower paid position provided:

- (a) the Employee is given notice of the transfer of at least the same length as the Employee would be entitled to under clause 30.1 of this Agreement; or
- (b) the Employer pays to the Employee an amount equal to the difference between the ordinary rate of pay of the Employee (inclusive of all applicable allowances, shift or penalty rates) for the hours of work the Employee would have worked in the first role, and the ordinary rate of pay (inclusive of all applicable allowances, shift or penalty rates) of the Employee in the second role for the period for which notice was not given.
- (c) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice as prescribed by clause 30.1 without loss of entitlements. The Employee will not be entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

35.3 An Employee who has been given notice of termination in circumstances of redundancy is entitled to up to one day off per week of notice required, without loss of pay, for the purpose of seeking other employment.

35.4 An Employee may be required to provide proof of attendance at an interview. This proof may be supplied by way of a statutory declaration. An Employee who fails to provide proof when required will not be entitled to paid time off.

35.6 The Employer will attempt to offer suitable opportunities for redeployment to other suitable roles in the event a permanent Employee's position is made redundant. In the event that a permanent Employee accepts an offer of alternative employment, they will not be entitled to redundancy pay under the NES.

35.7 Where the Employer has given notice of termination to an Employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day during their minimum period of notice, for the purpose of seeking other employment.

36 SAFETY & WELLBING

36.1 Fitness for Work

36.1.1 Direction not to attend work

- (a) The Employer may direct an Employee to either not attend, or to leave the workplace, where the Employer has a reasonable concern about an Employee's health and wellbeing or fitness for work, to the extent that the Employee's presence or continued presence at work constitutes an imminent risk of harm or injury to themselves or others, or may seriously disrupt the Employer's operations.
- (b) In the circumstances set out above, an Employee will be paid for the day they are directed not to attend or leave the workplace. Subsequent days absent will be in accordance with the applicable paid or unpaid Personal Leave provisions.

36.1.2 Independent Medical Examination

- (a) At any time, where the Employer has a genuine concern about an Employee's ability to perform the inherent requirements of their role, and where it is reasonable to do so, the Employer may request the Employee to undertake an independent medical examination.
- (b) Prior to the commissioning of an independent medical examination, the following information will be provided to the Employee:
 - (i) the basis on which the independent medical examination is sought;
 - (ii) the questions the medical practitioner will be asked to address; and
 - (iii) any supporting information being provided to the medical practitioner.
- (c) The Employee will be provided a copy of the independent medical examination report. The report will only be used by the Employer and Employee for its intended purpose and will remain confidential.
- (d) The cost of any independent medical examination commissioned under this clause will be paid by the Employer.

36.2 The Right to Disconnect

- (a) An Employee has the right to connect or disconnect from work outside of their normal working hours or during period of approved absence.
- (b) Unless it is unreasonable to do so, an Employee may refuse to monitor, read or respond to contact outside their working hours, or attempted contact from:
 - i. The Employer.
 - ii. A third party.
- (c) The employer must not directly or indirectly prevent an employee from exercising their right to disconnect under this clause.
- (d) For the avoidance of doubt, the above clause 36.2(b) does not prevent the Employer from requiring an Employee to monitor, read or respond to contact, or attempted contact, from the Employer outside the Employee's working hours where:
 - i. The Employee is being paid the applicable overtime rate under clause 24 of this Agreement
 - ii. The Employer's contact is to notify the Employee they are required to attend or perform work or give other notice about the overtime.
 - iii. The Employer's contact is to notify the employee of the requirement to work overtime under clause 24 of this Agreement.
 - iv. An Employee is required to perform reasonable additional hours or overtime in accordance with the terms of this Agreement.
- (e) Reasonableness for an Employee's refusal under this clause will depend on an assessment of a range of matters, including, but not limited to, the following:

- i. How the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the Employee.
 - ii. The extent to which the Employee is compensated:
 - o for working additional hours outside of the Employee's ordinary hours of work.
 - o To remain available to perform work during the period in which contact or attempted contact is made.
 - iii. The nature of the Employee's role and level of responsibility.
 - iv. The Employee's personal circumstances (including family or caring responsibilities).
- (f) Any disputes related to clause 36.2 will be dealt with in accordance with clause 37 of this Agreement.

37 DISPUTE SETTLEMENT PROCEDURE

37.1 The Employer and its Employees have an interest in the proper application of this Agreement and in minimising and settling disputes about matters contained within this Agreement in a timely manner.

37.2 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

37.3 An Employee who is a party to the dispute may appoint another person, organisation or union to accompany and/or represent them for the purposes of this procedure.

- (a) In the first instance, the parties to the dispute must try and resolve the dispute at the workplace level by discussions between the Employee or Employees and relevant supervisors and/or management. The Employee and their appointed representative must notify the Employer of the dispute in writing (**Dispute Notification**).
- (b) The Dispute Notification must be in writing and include details of the dispute including the referenced clause of the Agreement or the NES in relation to which the dispute has arisen. The Dispute Notification will indicate the resolution sought.

37.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

37.5 The Fair Work Commission may deal with the dispute in two (2) stages:

- (a) 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
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, and both parties to the dispute are in agreement, the Fair Work Commission may then:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

- 37.6 While the parties are trying to resolve the dispute using these procedures:
- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) 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:
 - (i) the work is not safe; or
 - (ii) the applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 37.7 If both parties agree to have the matter arbitrated by the Fair Work Commission, then both parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this procedure.

PART 3 - LEAVE

38 ANNUAL LEAVE

- 38.1 An Employee, other than a casual Employee, is entitled to six (6) weeks' annual leave per year. Annual leave is accrued progressively throughout the year. If an Employee does not use their full entitlement to annual leave in a year, the balance of that leave carries over to the next year. A part-time Employee shall be entitled to annual leave on a pro-rata basis.
- 38.2 Annual leave is paid at an Employee's base rate of pay.
A week of annual leave is:
- (a) 38 hours at the Employee's usual payrate for salaried employees; or
 - (b) pro-rata for part-time Employees working less than 38 hours per week.
- 38.3 Eligible Employees shall be entitled to an annual leave loading of 17.5% which is calculated on leave entitlement up to six (6) weeks; pro-rata calculation of leave accrual applies for part-time, and fixed term Employees. The annual leave loading entitlement will be paid at the time that annual leave is taken.
- 38.4 Proportionate leave loading is payable on accrued leave at the cessation of employment.
- 38.5 Annual leave does not accrue during any period of unauthorised absence, unpaid leave or unpaid authorised absence (other than community service leave or period of stand down).
- 38.6 Untaken annual leave is paid out on termination at the amount that the Employee would have received had they taken the leave.
- 38.7 Where an Employee is entitled to a public holiday, or personal/carer's leave, which falls during a period of annual leave that day (or part day) will not be counted in the period of annual leave.
- 38.8 Annual leave may be taken by mutual agreement between the Employee and the Employer (subject to the operational requirements of LHAC), provided that the Employer will not unreasonably refuse a request to take accrued annual leave.
- 38.9 The Employee must take annual leave during any period(s) when LHAC is closed (such as the holiday period for the New Year), if directed by the Employer. If the Employee does not have sufficient leave accrued, the Employee will be required to take unpaid leave.
- 38.10 **Cashing out annual leave**
- 38.10.1 An Employee may enter into an agreement with the Employer to cash out a portion of their annual leave. A maximum of two (2) weeks' of annual leave may be cashed out in any 12-month period provided that the Employee retains a leave balance of four (4) weeks' after the annual leave has been cashed out.

38.10.2 A request for cashing out annual leave must be in writing and must be approved by the CEO. Cashing out annual leave is also available to part-time Employees.

38.11 **Direction to take Annual Leave**

Notwithstanding the above, the Employer may direct an Employee to take:

- (i) Up to a quarter of their accrued annual leave entitlement where the employee has accrued more than 8 weeks annual leave.
- (ii) Leave where it shuts down all or part of the business. If an Employee does not have sufficient accrued leave, they may be required to take leave without pay;

39 **PERSONAL/CARER'S LEAVE**

39.1 Employees (other than casual Employees) are entitled to paid personal/carer's leave in accordance with the provisions of the NES.

39.2 Casual Employees are entitled to unpaid personal/carer's leave in accordance with the NES.

39.3 Paid personal/carer's leave accrues on a pro-rata basis of ten (10) days per annum from the Employee's commencement date and is cumulative. Personal/carer's leave includes sick leave and carer's leave.

39.4 Personal leave applies to circumstances where the Employee suffers personal illness or injury. Carer's leave applies to circumstances where the Employee is required to provide care or support to a member of the Employee's Immediate Family or household member who requires such, due to being sick or injured or having an unexpected emergency.

39.5 If an Employee is absent from work due to taking personal/carer's leave for two (2) days or less and it is the first or second time in that year of service that they have accessed this leave, then a medical certificate is not required in order for the Employee to be paid for these absences.

39.6 The Employer will require Employees to provide a medical certificate or statutory declaration indicating that the Employee was unfit for work because of a personal illness or injury. This requirement will be enforced where an employee is absent on more than two (2) occasions within an anniversary year.

39.7 Additionally, the Employer may require an employee to provide proof to satisfy a reasonable person for absences following/prior to a public holiday, weekend, a period of annual/long service leave or where patterns arise as a result of habitual absenteeism even if it is the Employee's first or second instance in the year of service that they have accessed this leave.

39.8 Employees are required to notify their manager by phone call where reasonably practicable as soon as possible of their inability to attend work, advising the estimated duration of the absence and the reason for the absence. Whenever practicable, this should occur before the commencement of the Employee's shift.

- 39.9 If an Employee is absent from work due to taking a carer's leave for more than two (2) days, the Employer may require an Employee to provide proof to satisfy a reasonable person of the reason for this absence.
- (a) The Employer may require an Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person that they are taking carer's leave to provide care and support to.
 - (b) Personal/carer's leave accrues progressively according to the ordinary hours of work but does not accrue during any period of unauthorised absence, unpaid leave or unpaid authorised absence (other than community service leave or a period of stand down).
- 39.10 The absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of the Employer and without notification to the Employer is prima facie evidence that the Employee has abandoned their employment. Unless, within fourteen days of such absence, the Employee establishes to the satisfaction of the Employer that the Employee was absent for reasonable cause, the Employee will be deemed to have abandoned their employment.

40 COMPASSIONATE LEAVE

- 40.1 An Employee (other than a casual Employee) is entitled to up to two (2) days, paid at their base rate of pay, per occasion for the purpose of:
- (a) attending a funeral of a relative in their Immediate Family; or
 - (b) the death of or visiting a seriously ill or dying relative in their Immediate Family; or
 - (c) a child is stillborn, where the child would have been a member of the Employee's Immediate Family or a member of the Employee's household, if the child had been born alive; or
 - (d) the Employee or the Employee's spouse or partner, has a miscarriage.

These two (2) days need not be consecutive.

- 40.2 The Employee is required to provide the Employer with any evidence the Employer reasonably requires of the illness, injury or death.
- 40.3 Casual Employees will be entitled to compassionate leave in accordance with clause 40.1 but on an unpaid basis.

41 FAMILY AND DOMESTIC VIOLENCE LEAVE

- 41.1 All Employees, including casuals, are entitled to 20 days' paid leave per 12 month period to deal with Family, Domestic and Sexual Violence, in accordance with the NES (as outlined in this clause). An Employee may take leave to deal with Family, Domestic and Sexual Violence if the Employee:
- (a) is experiencing Family, Domestic and Sexual Violence; and
 - (b) Needs to do something to deal with the impact of the Family, Domestic and Sexual Violence and it is impractical for the Employee to do that thing outside the Employee's hours of work.

- 41.2 An Employee must give notice of the taking of leave as soon as practicable (which may be a time after the leave has started) and must advise of the period, or expected period, of the leave.
- 41.3 In addition to family, domestic and sexual violence leave, an Employee is able to use accrued leave entitlements, such as annual leave or TOIL, if it is available to them once the family and domestic violence leave has been used up.
- 41.4 Family, domestic and sexual violence leave is paid at the Employee's ordinary rate of pay (including applicable casual loading), calculated as if the Employee had not taken the period of leave. In the case of a casual Employee, payment is calculated as if the Employee had worked the hours in the period for which the employee was rostered.
- 41.5 The Employer may request evidence to satisfy a reasonable person, to confirm the legitimacy of the leave. 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.
- 41.6 An employee who supports a member of their immediate family and/or household experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.
- 41.7 The Employer recognises that the *Domestic and Family Violence Act 2007* (NT) requires that all adults by law must report domestic and family violence to police if they think someone has or is likely to suffer serious physical harm from domestic violence. Employees will be informed of this obligation
- 41.8 The Employer will take steps to ensure confidentiality is maintained, unless disclosure is required by an Australian law (including but not limited to clause 41.7) or is necessary to protect the life, health or safety of the Employee or another person.

42 PARENTAL AND ADOPTION LEAVE

42.1 Eligibility

An employee is eligible for paid parental leave under this clause if they:

- (a) Have completed at least 12 months of continuous service with the employer immediately before the date of the birth or placement of the child (in the case of adoption); and
- (b) Are entitled to unpaid parental leave under the Fair Work Act 2009.

42.2 Entitlement

- (a) Eligible employees are entitled to four (4) weeks of paid parental leave.
- (b) Paid parental leave is to be taken concurrently with the unpaid parental leave entitlement under the Fair Work Act 2009; that is, it does not extend the total period of leave available for unpaid parental leave.
- (c) Paid parental leave must be taken in a continuous period and is to commence from the date that unpaid parental leave commences.

42.3 **Payment**

- (a) Paid parental leave will be paid at the employee's ordinary rate of pay.
- (b) Pro rata payment will apply for permanent part-time and casual employees based on average hours worked over the 12 months immediately preceding the commencement of parental leave.
- (c) The payment will be made in the usual pay cycle unless otherwise agreed between the employer and the employee.
- (d) An employee may elect to receive their four (4) weeks of paid parental leave at half pay, thereby extending the period of paid leave to eight (8) weeks. If the employee chooses this option, it must be agreed upon with the employer in writing prior to the commencement of the leave period. This option does not extend the total period of leave available for unpaid parental leave under the Fair Work Act 2009.

42.4 **Continuity of Service**

- (a) The period of paid parental leave will count as service for the purposes of leave accrual.
- (b) The period of unpaid parental leave taken in accordance with the NES does not break the continuity of service of an Employee but is not taken into account in calculating the period of service for the purposes of leave accrual.

42.5 **Superannuation**

Superannuation contributions will be made by the employer during the period of paid parental leave at the ordinary rate of pay.

42.6 **Notice and Evidence Requirements**

- (a) To access paid parental leave, the employee must provide the employer with at least 10 weeks' notice before the expected date of commencement of the leave.
- (b) The employee must provide evidence that would satisfy a reasonable person of the expected date of birth or the date of placement in the case of adoption.
- (c) The employer may request further evidence, such as a medical certificate, confirming the expected date of birth or adoption.

42.7 **Return to Work**

- (c) On returning to work after the period of parental leave, the employee is entitled to return to their pre-parental leave position.
- (d) If that position no longer exists, the employee is entitled to return to an available position for which they are qualified and suited, nearest in status and pay to their pre-parental leave position.

42.8 **Interaction with Other Entitlements**

Paid parental leave under this clause does not reduce any other paid leave entitlements under this agreement or under the National Employment Standards (NES).

43 LONG SERVICE LEAVE

43.1 Employees are entitled to be paid long service leave in accordance with the *Long Service Leave Act 1981* (NT).

43.2 At voluntary resignation and/or finalising the employment at the completion of a fixed term arrangement, an Employee after seven (7) years of continuous service, shall be entitled to pro-rata payment for long service credits accrued.

44 DEFENCE RESERVES LEAVE

An Employee (excluding casual Employees) may be granted unpaid leave to enable the Employee to fulfil Australian Defence Force (ADF) Reserve or Cadet Force obligations, subject to the Employer's policies/procedures (as may be amended from time to time).

45 COMMUNITY SERVICE LEAVE

Employees are entitled to community service leave in accordance with the NES.

46 NATURAL EMERGENCIES AND/OR MAJOR LOCATION DISRUPTIONS

46.1 An Employee prevented from attending work at their normal work location by a natural disaster/emergency or by a major location disruption may:

- (a) Request an alternative working location to be approved by the CEO or manager; and/or
- (b) Access accrued TOIL, annual leave, long service leave or leave without pay to cover the period concerned; and/or
- (c) Apply to the CEO or manager to vary the working hours for the period concerned.

46.2 In the event that the Employer decides to temporarily cease work across the organisation for the purpose of ensuring the health and safety of Employees and as required under a duty of care, all Employees will be stood down with pay until LHAC resumes business in accordance with clause 19.

46.3 In the event that the Chairperson directs LHAC to close for cultural reasons, or in extreme circumstances of community unrest, either at the Head Office location, or a particular Homeland location, LHAC will enact a paid stand down of relevant staff as described by the Chairperson or the CEO.

47 OBSERVANCE OF CEREMONIAL, CULTURAL OR ESSENTIAL RELIGIOUS OBLIGATIONS

47.1 Ceremonial and Cultural Leave for Aboriginal and Torres Strait Islander employees

47.1.1 Cultural leave is only available to full-time Aboriginal Employees and Torres Strait Islander with twelve (12) months' continuous service.

47.1.2 Cultural leave entitlements will accrue on 1 July each year.

47.1.3 All Employees (excluding casual Employees) who identify as Aboriginal or Torres Strait Islander, who are legitimately required by traditional law practices to be absent from work for ceremonial, cultural or community purposes, is entitled to a maximum of ten (10) days of paid leave per annum that may be taken as ceremonial leave.

47.1.4 Verbal advice must be received from the Chairperson or an Yolngu elder prior to taking ceremonial leave and:

- (a) if requested, evidence, the form of which will be stipulated at the time of the advice, must be provided by the Employee;
- (b) at least two (2) weeks' notice is to be provided by the Employee;
- (c) when ceremonial leave is exhausted, credit against available accruals is to be used (initially with annual leave) or the Employee can apply to the CEO for leave without pay.

47.1.5 Ceremonial and cultural leave does not accumulate and will not be paid out if not taken or on termination of employment

47.2 Cultural and Essential Religious Obligations leave

47.2.1 Cultural and Essential Religious Obligations leave is only available to full-time non-Aboriginal and Torres Strait Islander Employees with twelve (12) months' continuous service.

47.2.2 Cultural and Essential Religious Obligations leave entitlements will accrue on 1 July each year.

47.2.3 Employees (excluding casual Employees) who are able to demonstrate that they are genuinely following cultural tradition from another country that is important to his/her wellbeing and is legitimately required by the traditions of that country to be absent from work for ceremonial, cultural or community purposes may be granted up to ten (10) days of paid leave per annum to be taken as cultural leave.

47.2.4 Approval must be sought and given by the Manager prior to taking cultural leave and if requested, evidence, the form of which will be stipulated at the time of the request, must be provided by the Employee:

- (a) at least two (2) weeks' notice is to be provided by the Employee;
- (b) when cultural leave is exhausted, credit against available accruals is to be used (initially with annual leave and if exhausted then personal leave) or the Employee can apply to the CEO for leave without pay.

47.2.5 Ceremonial and cultural leave does not accumulate and will not be paid out if not taken or on termination of employment.

47.3 Employees (excluding casual Employees) of any religious faith who seek leave for the purpose of observing essential religious obligations may be granted leave up to 2 days by the CEO to be credited against available accruals (initially with annual leave and if exhausted then personal leave) or the Employee can apply to the CEO for leave without pay provided that:

- (a) at least four (4) weeks' notice is to be provided by the Employee; and
- (b) it is operationally convenient to release the Employee from duty.

- 47.4 An Employee who seeks time off during daily rostered work hours to attend to essential religious obligations of that faith shall be granted that leave by the CEO provided that:
- (a) at least two (2) weeks' notice being given by the Employee; and
 - (b) it is operationally convenient to release the Employee from duty; and
 - (c) the time off is being made up in a manner approved by the relevant manager.

48 NAIDOC LEAVE

- 48.1 Employees (excluding casual Employees) who identify as Aboriginal or Torres Strait Islander are entitled to one (1) day paid leave each calendar year to be accessed NAIDOC celebrations.
- 48.2 An application must be provided to the CEO prior to taking NAIDOC leave and:
- (a) if requested, evidence of attendance, the form of which will be stipulated at the time of the advice, must be provided by the Employee; and
 - (b) at least two (2) weeks' notice is to be provided by the Employee.
- 48.3 NAIDOC leave does not accumulate and will not be paid out if not taken or on termination of employment.

49 JURY DUTY

Permanent Employees will continue to be paid the base rate of pay by the Employer while performing duty as a juror.

PART 4 – TRADE UNION ACTIVITY

50 RECOGNITION OF WORKPLACE REPRESENTATIVES

- 50.1 An Employee elected as a workplace representative (**Delegate**) will, upon notification to the Employer, be recognised as an accredited representative of the Union.
- 50.2 A Delegate is allowed reasonable time during working hours to interview and/or meet with the Employer or the Employers' representative on industrial and employee relations matters affecting Employees whom they represent.

51 WORKPLACE DELEGATE'S RIGHTS

51.1 Workplace delegates' rights

Clause 51 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act. In clause 51:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

51.2 Before exercising entitlements under clause 51, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

51.3 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

51.4 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

51.5 Entitlement to reasonable communication

51.5.1 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 51.4. This includes discussing membership of the delegate's organisation and representation with eligible employees.

51.5.2 A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

51.6 Entitlement to reasonable access to the workplace and workplace facilities

51.6.1 The employer will provide a workplace delegate with access to or use of the following workplace facilities:

- (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (b) a physical or electronic noticeboard;
- (c) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- (d) a lockable filing cabinet or other secure document storage area; and
- (e) office facilities and equipment including printers, scanners and photocopiers.

51.6.2 The employer is not required to provide access to or use of a workplace facility under clause 51.6 if:

- (a) the workplace does not have the facility;
- (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (c) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

51.7 Entitlement to reasonable access to training

51.7.1 The employer will provide a workplace delegate with access to up to 5 days of paid time during normal working hours each year to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

51.7.2 In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

51.7.3 The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

- (i) full-time or part-time employees; or
- (ii) regular casual employees.

51.7.4 Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the

workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

- 51.7.5 The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- 51.7.6 If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- 51.7.7 The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- 51.7.8 The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

51.8 Exercise of entitlements under clause 51

- 51.8.1 A workplace delegate's entitlements under clause 51 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- 51.8.2 Clause 51 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- 51.8.3 Clause 51 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 51.

51.8.4 Subject to prior approval by the CEO, a Delegate shall be allowed, at a place designated by the Employer, a reasonable period of time during working hours to meet with a duly accredited official from the Union.

51.8.5 A Delegate will be released from the performance of normal duty when required to undertake any of the activities specified below by agreement with the CEO and the manager; where operational requirements allow the taking of such time:

- (i) attendance at planned official meetings with management or management representatives;
- (ii) invited participation as a Delegate on workplace committees or panel;
- (iii) meetings with management;
- (iv) disciplinary or grievance meetings when a Union member requests the presence of a Delegate;
- (v) giving evidence in court or representing the Union as an advocate or as a tribunal member;
- (vi) presenting information on the Union and Union activities at planned induction sessions for new Employees of the Employer;
- (vii) a reasonable period of preparation time before a planned meeting.

distributing official Union publications or other authorised material at the workplace provided that a minimum of twenty-four (24) hours' notice is provided to the CEO and distribution activity is to be undertaken at a time convenient to the manager.

51.8.6 While undertaking approved activities, the Delegate will be released from duty, regarded as being on duty, and will not be required to apply for leave.

51.8.7 Special leave on full pay will be granted by agreement with the CEO and manager; where operational requirements allow the taking of such time, for the following activities undertaken by a Delegate:

- (i) annual conference of the Union up to a maximum of two (2) days per annum.
- (ii) meetings of the Union executive, Committee of Management or the Employer.
- (iii) attendance at meetings called by the Union, involving the Union, which requires attendance of a Delegate.
- (iv) Accredited Trade Union training organised by the Union up to a maximum of three (3) days per annum.

51.8.8 All Union activity, special leave, or release from duty requirements, must be notified to the CEO and manager and is subject to:

- (i) the operational requirements of LHAC permitting the granting of leave and the absence not requiring employment of relief staff.

- (ii) payment of salary by the Employer being at the Delegate's substantive position base rate of pay and will not include payment for travel time, expenses, overtime or allowances.
- (iii) attendance at activities requiring the granting of special leave being requested and confirmed as attended in writing by the Union or the nominated training provider.
- (iv) attendance at activities requiring release from duty, being notified as soon as the date and time of the meeting is known.

52 ACCESS TO FACILITIES BY DELEGATES

The Employer shall provide Delegates with reasonable access to the following facilities for authorised Union activities:

- (a) telephone and email facilities.
- (b) access to the staff notice boards for material authorised by the Union.
- (c) workplace meeting facilities, where available, for meetings with members.

53 RESPONSIBILITIES OF THE DELEGATE

The responsibilities of the Delegate are as follows:

- (a) notify the CEO in writing of election as a Delegate as soon as practicable following appointment;
- (b) establish accreditation as a Delegate with the Union and provide proof of accreditation to the Employer;
- (c) participate in the workplace consultative process, as appropriate;
- (d) follow the dispute settlement procedure applicable to the workplace;
- (e) provide sufficient notice to the CEO and manager of any proposed absence on authorised Union business
- (f) account for all time spent on authorised Union business;
- (g) when special leave is required, apply for this leave in advance; and
- (h) use facilities provided by the Employer appropriately and reasonably.

54 RESPONSIBILITIES OF THE TRADE UNION

The responsibilities of the Union are to:

- (a) provide written advice to the CEO about Union activity to be undertaken by a Delegate and provide written confirmation to the Employer of the Delegate's attendance/participation in the activity;

- (b) assist the Employer in ensuring that time taken by the Delegate is accounted for and facilities provided for use are used appropriately release the Delegate from duty for the duration of the Union activity as appropriate;
- (c) advise the Delegate of the date of the induction planned for new Employees in sufficient time to enable the Union to arrange representation at the induction;
- (d) re-credit other leave applied for on the day to which special leave or release from duty subsequently applies;
- (e) to verify with the Union, the time spent by a Delegate on Union business;
- (f) if the time or facilities allowed for Union activities are thought to be used unreasonably and/or inappropriately, to consult with the Union before taking remedial action; and
- (g) not be responsible to meet costs incurred by the Delegate whilst participating in authorised union activity.

SCHEDULE A: CLASSIFICATION DESCRIPTORS

The classification criteria in this Schedule A provide guidelines to determine the appropriate classification level of Employees covered by this Agreement. In determining that level, consideration must be given to both the role performed and skills and experience of the Employee.

ABORIGINAL COMMUNITY CONTROLLED HEALTH SERVICES STREAM

Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1 means:

- (a) an understanding, awareness and sensitivity to Aboriginal and/or Torres Strait Islander culture and lore, kinship and skin relationships, local cultural values, the ability to conduct oneself in a culturally appropriate manner and an understanding that Aboriginal and/or Torres Strait Islander culture is not homogenous throughout Australia;
- (b) where relevant, a knowledge of one or more relevant Australian Aboriginal and/or Torres Strait Islander language groups;
- (c) an ability to deliver or assist in the delivery of effective and appropriate services to an Aboriginal and/or Torres Strait Islander clientele through knowledge of the relevant Australian Aboriginal and/or Torres Strait Islander community, the ability to effectively communicate with Aboriginal and/or Torres Strait Islander people, and a knowledge of cultural conventions and appropriate behaviour;
- (d) an awareness of the history and role of Aboriginal and/or Torres Strait Islander organisations in the relevant region, an understanding of the organisations and their goals and the environment in which the organisations operate;
- (e) the ability to function effectively at work in an Aboriginal and/or Torres Strait Islander organisation; and
- (f) an understanding and/or awareness of the concepts of Aboriginal and/or Torres Strait Islander self-determination and Aboriginal and/or Torres Strait Islander identity.

Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 2 means Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1 plus a thorough knowledge of the history and role of Aboriginal and/or Torres Strait Islander organisations in the region, including an understanding of the organisations and their goals and knowledge of the political and economic environment in which the organisations operate.

Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 3 means Aboriginal and/or Torres Strait Islander knowledge and cultural skills levels 1 and 2, plus an understanding, awareness and/or sensitivity to local, national and international cultural values and a clear understanding of Aboriginal and/or Torres Strait Islander organisations, their establishment and goals, and the political and economic environment in which the organisations operate at a local, national and international level.

Aboriginal Health Workers

Employee Level 1

- (a) Employee level 1 means an employee in their first year of service who will generally have no direct experience in the provision of Aboriginal and/or Torres Strait Islander health services.
- (b) They will provide primary health services education and liaison duties under the direct supervision of more senior employees.
- (c) The employer will actively assist the employee to pursue entry into an approved course of study to gain a Certificate II in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent within 18 months.

Employee Level 2

- (a) Employee level 2 means an employee in their second year of service or an employee whom has obtained and/or possess a Certificate II in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent.
- (b) They will provide primary health services education and liaison duties under the direct supervision of more senior employees.
- (c) An employee level 2 will:
 - work under direct supervision, either individually or in a team or group, using routine procedures and established techniques or methods;
 - perform a range of routine tasks and operate office and other equipment requiring the use of basic skills, training or experience;
 - exercise minimal judgement in deciding how tasks are performed and completed while being responsible for the quality standard of completed work; and
 - undertake orientation and training programs as available.
- (d) An employee level 2 will perform a range of activities including
 - Assist more senior employees in the provision of patient care associated with basic primary health care functions.
 - Assist in the delivery of clinical support services by performing a range of basic non-professional tasks and transporting patients from one area to another.
 - Establish and maintain a communication network between health providers and the community.
 - Assist in identifying health needs of individuals, groups and the community.
 - Assist with the provision of health promotion programs, appropriate referrals, advice and information.
 - Network and liaise with other service providers to ensure a coordinated approach to health service delivery.
 - Undertake incidental administrative tasks including maintenance of records and data collection.

- Assist in ensuring that services are provided in ways that maximise cultural acceptability.
- Maintain the confidentiality of client contacts.
- Deliver health services under supervision

Employee Level 3

- (a) a person who has completed Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent; or
- (b) a person with other qualifications or experience deemed equivalent through a Registered Training Organisation.
- (c) An employee level 3 works within delegated model of care, and will perform a range of duties in the delivery of primary health care services and community care. They will perform duties of a specific nature, or a range of duties designed to assist in the provision of health services in the professional, technical, clinical and administration work categories.
- (d) An employee level 3 will be able to:
 - (i) provide a range of health functions of a clinical, preventative, rehabilitative or promotional nature under the general direction of more senior employees;
 - (ii) work under supervision and direction, either individually or in a team or group using routine primary health care practices and procedures and established techniques or methods. Such tasks may include some of all of the following:
 - assisting in the provision of comprehensive primary health care and education of clients, in conjunction with other members of the health care team;
 - under instruction, assisting in the provision of standard medical treatments in accordance with established medical protocols;
 - collecting and recording data from clients which will assist in the diagnosis and management of common medical problems and medical emergencies;
 - in line with policies and programs established by the health team, participate in educating and informing the community about preventative health measures; and
 - undertaking orientation and training programs as available,
 - (iii) perform a range of additional tasks at a standard in accordance with the level of qualification held, to operate office and other equipment, which requires specific levels of skill, training and experience that are not subject to licensing and registration of other professions. Such services may include:
 - first aid;
 - health education and promotion;
 - client support;

- identification of health needs;
 - referral to other health professionals and other services;
 - advice and information;
 - other activities as required to meet identified health needs; and
 - advocacy,
- (iv) exercise judgement in deciding how tasks are performed and completed to ensure the quality standard of completed work; and
- (v) demonstrate good communication and interpersonal skills in client liaison advocacy and teamwork.
- (e) An employee level 3 will possess an ability to apply primary health care generalist knowledge, skills and demonstrated capacity to perform tasks, using defined techniques and knowledge under supervision;
- (f) An employee level 3 will have:
- (i) good interpersonal skills and abilities to communicate with Aboriginal and/or Torres Strait Islander individuals, families and communities and network with other services and health professions;
 - (ii) demonstrated ability to apply knowledge and skills obtained from Certificate III in Aboriginal and/or Torres Strait Islander Primary HealthCare or equivalent; and
 - (iii) knowledge of confidentiality, ethics and duty of care in a primary healthcare and/or community services environment.

Employee level 4

An employee level 4 will work at an advanced level with minimal supervision. The employee will:

- (a) where the employee specialises in practice, perform a variety of tasks that require a sound knowledge of standards, practices and procedures, and apply primary health care skills obtained through significant training and experience and/or formal vocational development;
- (b) perform a range of tasks of a complex nature, and operate equipment that require specific levels of skills, training and experience at an advanced level;
- (c) judgement in deciding how tasks are performed and the quality standard of the work;
- (d) manage allocated tasks and work with others to meet deadlines;
- (e) exercise good communication and interpersonal skills where client liaison advocacy and supervisory responsibilities apply; and
- (f) have Aboriginal and/or Torres Strait Islander knowledge and cultural skills-level 3.

An employee level 4 will possess a well developed knowledge and skills base and a capacity for self-directed application of primary health care service delivery. This will include:

- (a) knowledge of social determinants of health affecting Aboriginal and/or Torres Strait Islander peoples;

- (b) ability to deliver primary health care programs in response to health needs of individuals, groups and communities;
- (c) clinical skills appropriate for the delivery of health assessments, community screening and primary health care intervention;
- (d) demonstrated ability to apply knowledge and skills obtained from Certificate IV in Aboriginal and/or Torres Strait Islander Primary HealthCare Practice;
- (e) interpersonal communication skills including client and community liaison, negotiation and networking;
- (f) ability to manage own work with limited supervision through the use of planning and time management showing initiative and a positive attitude; and
- (g) ability to advocate for Aboriginal and/or Torres Strait Islander health issues, network and demonstrate skills in verbal and written communication.

An employee level 4 will undertake some or all of the following tasks:

- (a) advocate for the rights and needs of community members;
- (b) develop and monitor a case plan;
- (c) within a delegated model of care, undertake clinical care duties that may include but are not limited to:
 - dressings;
 - suturing;
 - taking blood;
 - evacuation (medical emergencies);
 - accident, medical care and first aid;
 - subject to law, administering medications;
 - liaison with medical officers about medical advice and treatment;
 - observations;
 - participation in doctor clinics;
 - using patient information management systems;
 - full assessments of patients as presented; and
 - supervision of other Health Workers,
- (d) undertake health program care duties that may include but are not limited to:
 - antenatal care;
 - womens, mens, child and youth health;
 - older peoples' health care;

- nutrition;
- substance abuse;
- health promotion;
- environmental health;
- sexual health; and
- mental health,

(e) undertake some community care duties that may include but are not limited to:

- interpreting services;
- first point of contact counselling and referral;
- developing and implementing community development programs;
- health promotion programs; and
- health education program.

Employee Level 5

An employee level 5 will:

- (a) where the employee specialises in practice, perform a variety of tasks that require a sound knowledge of standards, practices and procedures, and apply primary health care skills obtained through significant training and experience and/or formal vocational development;
- (b) perform a range of tasks of a complex nature, and operate equipment, that require specific levels of skills, training and experience at an advanced level;
- (c) exercise judgement in deciding how tasks are performed and the quality standard of the work;
- (d) manage allocated tasks and work with others to meet deadlines; and
- (e) exercise good communication and interpersonal skills where client liaison advocacy and supervisory responsibilities apply.

An employee level 5 will possess a well-developed knowledge and skills base and a capacity for self-directed application of primary health care service delivery. This will include:

- (a) knowledge of social determinants of health affecting Aboriginal and/or Torres Strait Islander peoples;
- (b) ability to deliver primary health care programs in response to health needs of individuals, groups and communities;
- (c) clinical skills appropriate for the delivery of health assessments, community screening and primary health care intervention;
- (d) demonstrated ability to apply knowledge and skills obtained from Certificate IV in Aboriginal and/or Torres Strait Islander Primary HealthCare;

- (e) interpersonal communication skills including client and community liaison, negotiation and networking;
- (f) ability to manage own work with limited supervision through the use of planning and time management showing initiative and a positive attitude;
- (g) ability to advocate for Aboriginal and/or Torres Strait Islander health issues, network and demonstrate skills in verbal and written communication; and
- (h) have Aboriginal and/or Torres Strait Islander knowledge and cultural skills-level 3.

An employee level 5 will undertake some or all of the following:

- (a) advocate for the rights and needs of community members;
- (b) develop and monitor a case plan;
- (c) within a delegated model of care, undertake clinical care duties that may include but are not limited to:
 - liaison with medical officers about medical advice;
 - observations;
 - participation in doctor clinics;
 - using patient information management systems; and
 - supervision of other Health Workers,
- (d) undertake health program care duties that may include but are not limited to:
 - antenatal care;
 - women's, men's, child and youth health;
 - older peoples' health care;
 - nutrition;
 - substance abuse;
 - health promotion;
 - environmental health;
 - sexual health; and
 - mental health.
- (e) undertake community care duties that may include but are not limited to:
 - interpreting services;
 - first point of contact counselling and referral;
 - developing and implementing community development programs; and

- health promotion programs and health education programs.

Administrative staff

Level 1

- (a) This is the base of the administrative classification structure. There are no prescribed educational qualifications required.
- (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.
- (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.
- (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 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.
- (e) Staff undertaking work at this grade would normally become competent in individual tasks after a limited period of training or experience.
- (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.
- (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.

Level 2

- (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.
- (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.

- (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.
- (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).
- (e) Secretarial/administrative support positions may be included in this grade where this is warranted, having regard to:
 - (i) the range of knowledge and skills required;
 - (ii) the degree of independence and responsibility assumed in undertaking tasks; and
 - (iii) the degree of direction given by the supervisor.
- (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.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

Level 3

- (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.
- (b) Positions with supervisory responsibilities may include a degree of planning and coordination and tasks such as monitoring staff attendance and work flow.
- (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.
- (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.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

Level 4

- (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.

- (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.
- (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.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

Level 5

- (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.
- (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.
- (c) Work may involve specialist subject matter of a professional or technical project, procedural or processing nature, or a combination of these functions.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

Level 6

- (a) Positions at this grade may manage the operations of an organisational element usually under limited direction. Positions at this grade undertake various functions, under a wide range of conditions to achieve a result in line with the goals of the health service. Immediate subordinate positions may include staff in a technical or professional structure, in which case supervision may involve the exercising of technical or professional skills or judgment.
- (b) Positions at this grade are found in a variety of operating environments and structural arrangements. The primary areas may be:

Managing the operations of a discrete organisational element usually under limited direction;

- (i) Under limited direction in relation to priorities and work practices provide administrative support to a particular program or activity; or

- (ii) Providing subject matter, expertise or policy advice, to senior employees, the Chief Executive Officer, or the Board of Management including technical or professional advice, across a range of programs or activities undertaken by the health service.
- (c) Positions at this grade would be expected to set and achieve priorities, monitor work flow and/or manage staffing resources to meet objectives.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 2.

Level 7

- (a) Positions at this grade, under limited direction, usually manage the operations of an organisational element, or undertake a management function, or provide administrative, technical, or professional support to a particular program or activity, across a range of administrative or operational tasks to achieve a result in line with the goals of the health service.
- (b) Positions at this grade may undertake a management function involved in the administration of a program or activity within an organisation. This includes the provision of advice or undertaking tasks related to the management or administration of a program or activity, service delivery or corporate support function, including project work, policy, technical, professional or program issues or administrative matters. Liaison with other elements of the organisation, government agencies, state and local authorities and community organisations can be a feature.
- (c) Positions at this grade may represent the health service at meetings, conferences and seminars. In some circumstances the supervisor or subordinates may be, or include staff in technical or professional structures, in which case supervision is for administrative purposes only. In all other circumstances, supervision may involve the exercise of technical or professional skill or judgment.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 2.

BUILDING & CONSTRUCTION GENERAL ON-SITE STREAM

Employee Level 1

(a) An Employee Level 1 works under general supervision and will have:

- (i) successfully completed, in accordance with RPL principles, a construction skills test equivalent to the required competency standards; or
- (ii) successfully completed a relevant structured training program equivalent to the required competency standards; or
- (iii) successfully completed an Engineering Construction Industry Skills Certificate Level 1 consisting of 16 appropriate modules; or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level

(b) Skills and Duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills, both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained within this award. An employee at this level:
 - (iii) works from instructions and procedures;
 - (iv) assists in the provision of on-the-job training to a limited degree;
 - (v) co-ordinates work in a team environment or works individually under general supervision;
 - (vi) is responsible for assuring the quality of their own work
 - (vii) has a qualification in first aid.

(c) Indicative tasks which an employee at this level may perform include the following:

- (i) uses precision measuring instruments;
- (ii) basic material handling functions;
- (iii) operate small plant and pneumatic machinery;
- (iv) inventory and store control;
- (v) operate a range of hand tools and oxy welding equipment;
- (vi) has a knowledge of the construction process and understands the sequencing of construction functions;
- (vii) is able to provide first aid assistance to other employees;

- (viii) sheet metal soldering;
- (ix) tack welding;
- (x) operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead cranes and winch operation;
- (xi) ability to measure accurately;
- (xii) assists one or more tradespersons;

Employee Level 2

(a) An Employee Level 2 works under limited supervision and will have:

- (i) have completed in accordance with RPL principles a Construction Skills Test equivalent to the required competency standards; or
- (ii) have completed relevant structured training equivalent to the required competency standards; or
- (iii) successfully completed an Engineering Construction Industry Certificate Level 2 consisting of a total of 20 appropriate modules, or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or
- (iv) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standard

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be part of a self-directed WAT and may be responsible for the supervision of one or more employees working at level 1.
- (iii) An employee at this level:
 - can interpret plans and drawings relevant to their functions;
 - assists with the provision of on-the-job training;
 - assumes responsibility for allocating tasks within a WAT within the area of the employee's skill, competence and training;
 - has some responsibility for the order and purchase of materials within defined parameters;
 - is able to sequence functions relevant to the employee's WAT;
 - applies quality control techniques to the employee's own work and other employees within the WAT;

- works from complex instructions and procedures;
- co-ordinates work in a team environment or works individually under general supervision;
- is responsible for assuring the quality of their work;
- works in a safe manner;
- exercises discretion within their level of training;
- understands the construction process in their sector and has a basic level of understanding of processes in other sectors;
- implements basic fault-finding and problem solving skills within the employee's sphere of work;
- interacts harmoniously with employees of other companies on-site;
- anticipates and plans for changes to the work environment.

(c) Indicative tasks which an employee at this level may perform include the following:

- (i) calculates safe loads and stress factors;
- (ii) measures accurately using specialised equipment;
- (iii) non-trades maintenance of relevant plant and equipment;
- (iv) anticipates and plans for constant changes to the work environment.
- (v) materials handling;
- (vi) operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at CW/ECW 1 (level d);
- (vii) uses measuring and levelling instruments;
- (viii) performs basic quality checks on the work of others;
- (ix) oxy acetylene cutting.

Employee Level 3

(a) An Employee Level 3 works individual or in a team environment and will

- (i) have successfully completed a relevant trade apprenticeship or its AQF equivalent; or
- (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test for this level; or
- (iii) have successfully completed the required competency standards; or
- (iv) have successfully completed an Engineering Construction Industry Certificate Level 3 consisting of a total of 24 appropriate modules or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or

- (v) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standard

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

- (ii) An employee at this level may be responsible for the supervision of one or more employees working at level 1 or level 2.

- (iii) An employee at this level:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises measuring and calculation skills at a higher level than an employee level 2;
- exercises discretion within the scope of this grade;
- performs work of a trades or non-trades nature which is incidental or peripheral to the employee's main function and facilitates the completion of the whole task;
- is able to inspect products and/or materials for conformity with established operational standards;
- assists in the provision of on-the-job training;
- understands and applies quality control techniques;
- exercises good interpersonal communication skills;
- exercises discretion within the scope of this grade;
- performs work under limited supervision either individually or in a team environment.

- (c) Indicative tasks which an employee may perform at this level include the following:

- (i) allocates functions within a WAT;
- (ii) production sequencing and materials handling of a level more advanced than an employee level 2;
- (iii) trade skills associated with certificated trades within the scope of this award;
- (iv) has a sound understanding of the construction process;
- (v) specialised materials handling;
- (vi) operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee level 2;

- (vii) performs work which is incidental or peripheral to the primary tasks and facilitates the completion of the whole task;
- (viii) sheetmetal fabrication;
- (ix) system assembly;
- (x) welding and cutting;
- (xi) mechanical installation.

Employee Level 4

(a) An Employee Level 4 will

- (i) have successfully completed the relevant structured training in addition to the requirements of an employee level 3; or
- (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level;

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be part of a self-directed WAT and may be required to perform a range of duties across the various phases or aspects of production.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides guidance and assistance as part of a work team;
- exercises advanced trades and non-trade skills relevant to the specific requirements of the industry or enterprise at a higher level than an employee level 3.

(c) Indicative tasks which an employee may perform at this level include the following:

- (i) exercises precision trade and non-trade skills using various materials and specialised techniques at a higher level than an Employee level 3;
- (ii) operates, and maintains plant and machinery;

(iii) is able to plan construction sequencing.

Employee Level 5

(a) An Employee Level 5 will

- (i) have successfully completed the relevant structured training in addition to the requirements of an Employee level 4; or
- (ii) have successfully completed, in accordance with RPL principles, a Skills Test equivalent to the requirements

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the various phases or aspects of production.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades guidance and assistance as part of a work team;
- assists in the provision of training in conjunction with supervisors and trainers;
- understand and implements quality control techniques;
- works under limited supervision either individually or in a team environment;
- assists in the provision of training in conjunction with supervisors.

(c) Indicative tasks which an employee may perform at this level include the following:

- (i) exercises precision trade and/or operative skills using various materials and specialised techniques at a higher level than an employee level 4;
- (ii) operates, and maintains complex plant and machinery;
- (iii) is able to plan complex construction sequencing;
- (iv) performs operations on a Computer-Aided Design and Computer Aided Manufacturing (CAD/CAM) terminal in the performance of routine modifications to the Numeric Control/Computer Numeric Control (NC/CNC) programs;

- (v) installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- (vi) works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

Employee Level 6

(a) An Employee Level 6 will:

- (i) have successfully completed the relevant structured training in addition to the requirements of an employee level 5; or
- (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level.

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the various phases or aspects of production.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades guidance and assistance as part of a work team;
- provides training in conjunction with supervisors and trainers;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques.

(c) Indicative tasks which an employee may perform at this level include the following:

- (i) operates plant and equipment at a higher level of skill than an employee level 5;
- (ii) exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than an employee level 5;
- (iii) implements quality control techniques;
- (iv) plans complex construction sequencing;

- (v) works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- (vi) works on machinery or equipment which utilises complex electrical/ electronic circuitry and controls;
- (vii) works on instruments which make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles;
- (viii) applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- (ix) exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- (x) works on complex or intricate interconnected electrical circuits at a level above an employee level 5;
- (xi) works on complex radio/communication equipment.

Employee Level 7

(a) An Employee Level 7 will:

- (i) have successfully completed the relevant structured training in addition to the requirements of an employee level 6; or
- (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level.

(b) Skill and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be part of a self-directed WAT and may be required to perform a range of duties across the various phases or aspects of production.
- (iii) An employee at this level:
 - exercises skills attained through satisfactory completion of the training prescribed for this classification;
 - exercises discretion within the scope of this grade;
 - provides training in conjunction with supervisors and trainers;
 - understand and applies quality control techniques;
 - prepares complex reports;
 - contributes to the design of work, and the application of labour;

- assists in the supervision or organisation of WATs;
- is able to provide trade guidance and assistance as part of a work team; and
- works under limited supervision either individually or in a team environment.

(c) Indicative tasks which an employee may perform at this level include the following:

- (i) works on plant and equipment at a higher level of skill than an employee level 6;
- (ii) exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than an employee level 6;
- (iii) implements quality control techniques;
- (iv) plans complex construction sequencing;
- (v) works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- (vi) works on machinery or equipment which utilises complex electrical/ electronic circuitry and controls;
- (vii) works on instruments which make up a complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;
- (viii) applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- (ix) exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- (x) working on complex or intricate interconnected electrical circuits at a level above an employee level 6;
- (xi) working on complex radio/communication equipment.

Employee Level 8

(a) An Employee Level 8 will:

- (i) have successfully completed the relevant structured training in addition to the requirements of an employee level 7; or
- (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level.

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the various phases or aspects of production.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;
- designs training programs in conjunction with relevant supervisors and trainers;
- understands and applies quality control techniques;
- prepares complex reports;
- contributes to the design of work and the application of labour;
- undertakes quality control and work organisation at a level higher than for an employee level 7;
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training to employees in conjunction with supervisors/trainers;
- performs maintenance planning and predictive maintenance work not in Technical Fields;
- works under limited supervision either individually or in a team environment;
- prepares reports of a technical nature on specific tasks or assignments as directed;
- exercises broad discretion within the scope of this level.

(c) Indicative tasks which an employee may perform at this level include the following:

- (i) works on plant and equipment at a higher level of skill than an employee level 7;
- (ii) exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than an employee level 7;
- (iii) implements quality control programs;
- (iv) plans complex construction sequencing;
- (v) works on combinations of machines or equipment which utilises complex electrical or electronic, mechanical or fluid power principles;
- (vi) works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power

principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;

(vii) applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for an employee level 7;

(viii) works on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

CLERICAL STREAM

Employee Level 1

Characteristics

- (a) Employees at this level include initial recruits who have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.
- (b) Employees at this level perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.
- (c) Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employees' work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

Typical duties and skills

Indicative typical duties and skills at this level may include:

- (a) reception or switchboard duties including:
 - (i) directing telephone callers to appropriate staff;
 - (ii) issuing and receiving standard forms;
 - (iii) relaying internal information;
 - (iv) greeting visitors;
- (b) maintaining basic records;
- (c) filing, collating and copying documents;
- (d) handling or distributing mail including messenger service;
- (e) dealing with accounts, invoices, orders and store requisitions through recording, matching, checking and batching;
- (f) operating a keyboard and related business equipment in order to achieve the competency in Level 2.

Employee Level 2

Characteristics

- (a) This level caters for employees who have had sufficient experience or training to enable them to carry out their assigned duties under general direction.
- (b) Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.
- (c) The work of employees at this level may be subject to final checking and, as required, progress checking.

- (d) Employees at this level may be required to check the work or provide guidance to other employees at a lower level or provide assistance to less experienced employees at the same level or any combination of one or more of these requirements.

Typical duties and skills

Indicative typical duties and skills at this level may include:

- (a) reception or switchboard duties set out in Level 1 and, in addition, responding to enquiries, as appropriate, consistent with their knowledge of the organisation's operations and services or where presentation, or the use of interpersonal skills, is a key aspect of the position;
- (b) operation of business equipment including computerised radio or telephone equipment, computers, printing devices, dictaphone equipment and typewriters;
- (c) word processing, such as the use of a word processing software package to create, format, edit, correct, print and save text documents such as standard correspondence and business documents;
- (d) stenographer or person employed to take shorthand and to transcribe by means of appropriate keyboard equipment;
- (e) copy typing and audio typing;
- (f) maintenance of records or journals (or both) including initial processing and recording relating to the following:
 - (i) reconciliation of accounts to balance; and
 - (ii) incoming or outgoing cheques; and
 - (iii) invoices; and
 - (iv) debit or credit items; and
 - (v) payroll data; and
 - (vi) petty cash imprest system; and
 - (vii) letters;
- (g) computer applications, including using a software package which may include one or more of the following functions:
 - (i) create new files and records;
 - (ii) spreadsheet or worksheet;
 - (iii) graphics;
 - (iv) accounting or payroll file;
 - (v) following standard procedures and using existing models or fields of information;
- (h) arrange routine travel bookings and itineraries or make appointments;

- (i) provide general advice and information on the organisation's products and services such as at the front counter or by telephone.

Employee Level 3

Characteristics

- (a) Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.
- (b) Employees at this level require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.
- (c) Employees at this level may be required to give assistance or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and should be able to train such employees by means of personal instruction and demonstration.

Typical duties and skills

Indicative typical duties and skills at this level may include:

- (a) preparing cash payment summaries, banking reports and bank statements; calculating and maintaining wage and salary records; following credit referral procedures; applying purchasing and inventory control requirements; and posting journals to ledger;
- (b) providing specialised advice and information on the organisation's products and services;
- (c) responding to clients, the public or suppliers' problems within own functional area utilising a high degree of interpersonal skills;
- (d) *applying computer software in order to:
 - (i) A create new files and records;
 - (ii) maintain computer based records management systems;
 - (iii) identify and extract information from internal and external sources; or
 - (iv) use advanced word processing or keyboard functions;
- (e) arranging travel bookings and itineraries, making appointments, screening telephone calls, responding to invitations, organising internal meetings, establishing and maintaining reference lists or personal contact systems;
- (f) applying specialist terminology and processes in professional offices.

Employee Level 4

Characteristics

- (a) Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice or information to the organisation and clients in relation to specific areas of their responsibility.
- (b) Employees at this level require only limited guidance or direction and would normally report to more senior staff as required.

- (c) A principal feature, but not a requirement, of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordination of work flow, checking of progress, quality of work and resolving problems.
- (d) Employees at this level exercise initiative, discretion and judgment at times in performing their duties.
- (e) Employees at this level are able to train employees in Levels 1-3 by personal instruction and demonstration.

Typical duties and skills

Indicative typical duties and skills at this level may include:

- (a) secretarial and executive support services including:
 - (i) maintaining executive diary; and
 - (ii) attending executive and organisational meetings and taking minutes; and
 - (iii) establishing and maintaining current working and personal filing systems for executive; and
 - (iv) answering executive correspondence from oral or handwritten instructions;
- (b) ability to prepare financial or tax schedules, calculate costings, wage or salary requirements; complete personnel or payroll data for authorisation; reconcile accounts to balance;
- (c) advising or providing information on one or more of the following:
 - (i) employment conditions;
 - (ii) workers compensation procedures and regulations;
 - (iii) superannuation entitlements, procedures and regulations;
- (d) *applying one or more computer software packages to:
 - (i) create new files and records; or
 - (ii) maintain computer based management systems; or
 - (iii) identify and extract information from internal and external sources; or
 - (iv) use advanced word processing/keyboard functions.

Employee Level 5

Characteristics

- (a) Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.
- (b) Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, with the relevant field or fields of their expertise.

- (c) Employees at this level are responsible for their own work and may have delegated responsibility for the work under their control or supervision including scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters:
- (d) Employees at this level would also be able to:
 - (i) train and supervise employees in lower levels by means of personal instruction and demonstration; and
 - (ii) assist in the delivery of training courses.
- (e) Employees at this level would often exercise initiative, discretion and judgment in the performance of their duties.
- (f) Employees at this level may possess relevant post-secondary qualifications. However, this is not essential.

Typical duties and skills required

Indicative typical duties and skills at this level may include:

- (a) Application of knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions;
- (b) application of computer software packages including the integration of complex word processing and desktop publishing, text and data documents;
- (c) providing reports for management in any or all of the following areas:
 - (i) accounts and finances; and
 - (ii) staffing; and
 - (iii) legislative requirements; and
 - (iv) other company activities;
- (d) administering individual executive salary packages, travel expenses, allowances and company transport; administering salary and payroll requirements of the organisation.

MISCELLANEOUS STREAM

Level 1

An employee at this level has been employed for a period of less than 3 months and is not carrying out the duties of a level 3 or level 4 employee.

Level 2

An employee at this level has been employed for at least 3 months and is not carrying out the duties of a level 3 or level 4 employee.

Level 3

An employee at this level has a trade qualification or equivalent and is carrying out duties requiring such qualifications.

Level 4

An employee at this level has advanced trade qualifications and is carrying out duties requiring such qualifications or is a sub-professional employee.

NURSES STREAM

Registered Nurse – Level 1

- (a) An employee at this level performs their duties:
 - (i) according to their level of competence; and
 - (ii) under the general guidance of, or with general access to, a more competent registered nurse (RN) who provides work related support and direction.
- (b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
 - (i) delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - (ii) coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - (iii) providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - (iv) providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
 - (v) accepting accountability for the employee's own standards of nursing care and service delivery; and
 - (vi) participating in action research and policy development within the practice setting.

Registered Nurse – Level 2

- (a) An employee at this level:
 - (i) holds any other qualification required for working in the employee's particular practice setting; and

- (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed below on a continuing basis.
- (b) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by any higher level classification.
- (c) Duties of an RN2 will substantially include, but are not confined to:
- (i) delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
 - (ii) providing support, direction, orientation and education to RN1's;
 - (iii) being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
 - (iv) acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
 - (v) assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered Nurse – Level 3

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed below on a continuing basis.
- (b) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:
- (i) Duties of an RN3 will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff selection and education;
 - allocation and rostering of staff;
 - occupational health;
 - initiation and evaluation of research related to staff and resource management;
 - participating in policy development and implementation;

- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

Registered Nurse – Level 4

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed below on a continuing basis.
- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described below.
- (c) In addition to the duties of an RN3, an employee at this level will perform the following duties:
- (i) providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - (ii) provision of appropriate education programs, coordination and promotion of clinical research projects;
 - (iii) participating as a member of the nursing executive team;
 - (iv) contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - (v) managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
 - (vi) being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
 - (vii) being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
 - (viii) being accountable for clinical operational planning and decision making for a specified span of control; and

- (ix) being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

Registered Nurse – Level 5

- (a) An employee at this level:
 - (i) holds any other qualification required for working in the employee’s particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed below on a continuing basis.
- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described below.
- (c) In addition to the duties of an RN4, an employee at this level will perform the following duties:
 - (i) being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
 - (ii) participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
 - (iii) providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
 - (iv) providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
 - (v) managing the budget of the nursing division of the health unit;
 - (vi) ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
 - (vii) complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

Nurse Practitioner

- a) A Nurse practitioner:
 - i. is a registered nurse/midwife appointed to the role;
 - ii. has obtained an additional qualification relevant to the Nursing and Midwifery Board of Australia or its successor to enable them to become licensed Nurse practitioners.
- b) A Nurse practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

Role of a licensed Nurse practitioner

- a) The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high-level knowledge and skills, beyond that required of a registered nurse/midwife in extended practice across stable, unpredictable and complex situations.
- b) The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

Scope of practice

- a) The scope of practice of the Nurse practitioner is determined by the context in which:
 - (i) the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and
 - (ii) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.
- b) The Nurse practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.
- c) Nurse practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

SOCIAL COMMUNITY HOME CARE & DISABILITY SERVICES INDUSTRY STREAM

Employee Level 1

Characteristics of the level

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

- (g) At this level, employers are expected to offer substantial internal and/or external training.

Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

- (a) undertake routine activities of a clerical and/or support nature;
- (b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (c) provide routine information including general reception and telephonist duties;
- (d) provide general stenographic duties;
- (e) apply established practices and procedures;
- (f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- (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;
- (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.

Requirements of the position

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

(a) Skills, knowledge, experience, qualifications and/or training

- (i) developing knowledge of the workplace function and operation;
- (ii) basic knowledge of administrative practices and procedures relevant to the workplace;
- (iii) a developing knowledge of work practices and policies of the relevant work area;
- (iv) basic numeracy, written and verbal communication skills relevant to the work area;
- (v) at this level employers are required to offer substantial on-the-job training.

(b) Organisational relationships

- (i) Work under direct supervision.

(c) Extent of authority

- (i) Work outcomes are clearly monitored.
- (ii) Freedom to act is limited by standards and procedures.

- (iii) Solutions to problems are found in established procedures and instructions with assistance readily available.
- (iv) Project completion according to instructions and established procedures.
- (v) No scope for interpretation.

Employee Level 2

Characteristics of the level

- (a) A person employed as a level 2 employee 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 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.
- (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.
- (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.
- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level.
- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service

Responsibilities

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

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;

- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients
- (i) assist in calculating and maintaining wage and salary records;
- (j) assist with administrative functions;
- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above.

Requirements of the position

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

(a) Skills knowledge, experience, qualification and/or training

- (i) basic skills in oral and written communication with clients and other members of the public;
- (ii) knowledge of established work practices and procedures relevant to the workplace;
- (iii) knowledge of policies relating to the workplace;
- (iv) application of techniques relevant to the workplace;
- (v) developing knowledge of statutory requirements relevant to the workplace;
- (vi) understanding of basic computing concepts.

(b) Prerequisites

- (i) an appropriate certificate relevant to the work required to be performed;
- (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
- (iii) appropriate on-the-job training and relevant experience; or
- (iv) entry point for a diploma without experience.

(c) Organisational relationships

- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities being undertaken;
- (ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of Authority

- (i) work outcomes are monitored;
- (ii) have freedom to act within established guidelines;
- (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur

Level 3 Employee

Characteristics of this level:

- (a) A person employed as a level 3 employee will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.
- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation

Responsibilities

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

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

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

Requirements of the job

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

(a) Skills, knowledge, experience, qualifications and/or training

- (i) thorough knowledge of work activities performed within the workplace;
- (ii) sound knowledge of procedural/operational methods of the workplace;
- (iii) may utilise limited professional or specialised knowledge;

- (iv) working knowledge of statutory requirements relevant to the workplace;
- (v) ability to apply computing concepts.

(b) Prerequisites

- (i) associate diploma with relevant experience; or
- (ii) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

(c) Organisational relationships

- (i) works under general supervision except where this level of supervision is not required by the nature of the responsibilities being undertaken;
- (ii) operate as member of a team;
- (iii) supervision of other employees.

(d) Extent of authority

- (i) graduates receive instructions on the broader aspects of the work;
- (ii) freedom to act within defined established practices;
- (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

Level 4 Employee

Characteristics of this level

- (a) A person employed as a level 4 employee will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- (b) General features at this level require the application of knowledge and skills 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.
- (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.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Responsibilities

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

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

- (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
- (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
- (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

Requirements of the position

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

(a) Skills, knowledge, experience, qualifications and/or training

- (i) knowledge of statutory requirements relevant to work;
- (ii) knowledge of organisational programs, policies and activities;
- (iii) sound discipline knowledge gained through experience, training or education;
- (iv) knowledge of the role of the organisation and its structure and service;
- (v) specialists require an understanding of the underlying principles in the discipline.

(b) Prerequisites

- (i) relevant four year degree with one years relevant experience;
- (ii) three year degree with two years of relevant experience;
- (iii) associate diploma with relevant experience;
- (iv) lesser formal qualifications with substantial years of relevant experience; or
- (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,

(c) Organisational relationships

- (i) works under general direction;
- (ii) supervises other staff and/or volunteers or works in a specialised field.

(d) Extent of authority

- (i) required to set outcomes within defined constraints;
- (ii) provides specialist technical advice;
- (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- (iv) solutions to problems generally found in precedents, guidelines or instructions;
- (v) assistance usually available.

Employee level 5

Characteristics of the level

- (a) A person employed as a level 5 employee will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- (b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- (e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

Responsibilities

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

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c) undertake a minor phase of a broader or more complex professional assignment;
- (d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (e) set priorities and monitor work flow in the areas of responsibility;
- (f) provide expert advice to employees classified at lower levels and/or volunteers;
- (g) exercise judgment and initiative where procedures are not clearly defined;
- (h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;

- (j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- (k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;
 - (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (iv) provide reports on progress of program activities including recommendations;
 - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (vi) plan, develop and operate a community service organisation of a moderately complex nature.

Requirements of the position

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

(a) Skills, knowledge, experience, qualifications and/or training

- (i) knowledge of organisational programs, policies and activities;
- (ii) sound discipline knowledge gained through experience;
- (iii) knowledge of the role of the organisation, its structure and services

(b) Prerequisites

- (i) relevant degree with relevant experience;

- (ii) associate diploma with substantial experience;
- (iii) qualifications in more than one discipline;
- (iv) less formal qualifications with specialised skills sufficient to perform at this level; or
- (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(c) Organisational relationships

- (i) work under general direction;
- (ii) supervise other employees and/or volunteers.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) control projects and/or programs;
- (iii) set outcomes for lower classified staff;
- (iv) establish priorities and monitor work flow in areas of responsibility;
- (v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

Employee level 6

Characteristics of the level

- (a) A person employed as a level 6 employee 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 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.
- (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.

- (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.

Responsibilities

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

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (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;
- (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;
- (e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (f) provide advice on matters of complexity within the work area and/or specialised area;
- (g) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (h) exercise autonomy in establishing the operation of the work area;
- (i) provide a consultancy service for a range of activities and/or to a wide range of clients;
- (j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - (i) provide support to a range of activities or programs;
 - (ii) control and co-ordinate projects;
 - (iii) contribute to the development of new procedures and methodology;
 - (iv) provide expert advice and assistance relevant to the work area;
 - (v) supervise/manage the operation of a work area and monitor work outcomes;
 - (vi) supervise on occasions other specialised staff;
 - (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
 - (viii) provide consultancy services for a range of activities.

Requirements of the position

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

(a) Skills, knowledge, experience, qualification and/or training

- (i) comprehensive knowledge of organisation policies and procedures;
- (ii) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
- (iii) specialist knowledge gained through experience, training or education;
- (iv) appreciation of the long term goals of the organisation;
- (v) detailed knowledge of program activities and work practices relevant to the work area;
- (vi) knowledge of organisation structures and functions;
- (vii) comprehensive knowledge of requirements relevant to the discipline.

(b) Prerequisites

- (i) degree with substantial experience;
- (ii) post graduate qualification;
- (iii) associate diploma with substantial experience;
- (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.

(c) Organisational relationships

- (i) works under limited direction from senior employees;
- (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.

Employee level 7

Characteristics of the level

- (a) A person employed as a level 7 employee will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently
- (b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- (f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

Responsibilities

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

- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (c) develop work practices and procedures for various projects;
- (d) establish work area outcomes;
- (e) prepare budget submissions for senior officers and/or the organisation;
- (f) develop and implement significant operational procedures;
- (g) review operations to determine their effectiveness;
- (h) develop appropriate methodology and apply proven techniques in providing specialised services
- (i) where prime responsibility lies in a professional field an officer at this level:

- (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
- (ii) provides a consultancy service to a wide range of clients;
- (iii) functions may involve complex professional problem solving;
- (iv) provides advice on policy method and contributes to its development.

Requirements of the position

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

(a) Skills, knowledge, experience, qualification and/or training

- (i) comprehensive knowledge of policies and procedures;
- (ii) application of a high level of discipline knowledge;
- (iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
- (iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
- (v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(b) Organisational relationships

- (i) works under limited direction;
- (ii) normally supervises other employees and establishes and monitors work outcomes.

(c) Extent of authority

- (i) may manage section or organisation;
- (ii) has significant delegated authority;
- (iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

Employee level 8

Characteristics of this level

- (a) A person employed as a level 8 employee is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- (b) A person employed as a level 8 employee will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-

functional advice to other professional employees, the employer, Committee or Board of Management.

- (c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- (g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

Responsibilities

A position at this level may include some of or similar responsibilities to:

- (a) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (f) administer complex policy and program matters;
- (g) may offer consultancy service;
- (h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;

- (i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - (i) contribute to the development of operational policy;
 - (ii) assess and review the standards of work of other specialised personnel/external consultants;
 - (iii) initiate and formulate organisational programs;
 - (iv) implement organisational objectives within corporate goals;
 - (v) develop and recommend ongoing plans and programs.

Requirements of the position

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

(a) Skills, knowledge, experience, qualification and/or training

- (i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
- (ii) detailed knowledge of statutory requirements.

(b) Prerequisites

- (i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
- (ii) substantial post graduate experience;
- (iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
- (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

SCHEDULE B: HOURLY RATES

B1. ABORIGINAL COMMUNITY CONTROLLED HEALTH SERVICES STREAM

MINIMUM RATES OF PAY FOR ALL STAFF (EXCLUDING JUNIOR STAFF OR ADMINISTRATIVE STAFF)

CLASSIFICATION	CURRENT RATE	July 2025 3%	July 2026 3%
Grade 1	\$28.03	\$28.87	\$29.74
Grade 2	\$30.82	\$31.74	\$32.70
Grade 3	\$35.44	\$36.50	\$37.60
Grade 4	\$38.11	\$39.25	\$40.43
Grade 5	\$40.75	\$41.97	\$43.23

MINIMUM RATES OF PAY FOR ADMINISTRATIVE STAFF STREAM

CLASSIFICATION	CURRENT RATE	July 2025 3%	July 2026 3%
Grade 1	\$27.51	\$28.34	\$29.19
Grade 2	\$29.84	\$30.74	\$31.66
Grade 3	\$31.81	\$32.76	\$33.75
Grade 4	\$34.30	\$35.33	\$36.39
Grade 5	\$36.46	\$37.55	\$38.68
Grade 6	\$41.01	\$42.24	\$43.51
Grade 7	\$43.12	\$44.41	\$45.75
Grade 8	\$47.27	\$48.69	\$50.15

JUNIOR STAFF

AGE OF JUNIOR EMPLOYEE	% OF APPLICABLE MINIMUM RATE
Under 17 years	50%
17 years	60%
18 years	70%
19 years	80%
20 years	90%

B2. BUILDING & CONSTRUCTION GENERAL ON-SITE STREAM**MINIMUM RATES OF PAY FOR STAFF (EXCLUDING APPRENTICES)**

CLASSIFICATION	CURRENT RATE	July 2025 3%	July 2026 3%
Level 1	\$30.54	\$31.46	\$32.40
Level 2	\$30.79	\$31.71	\$32.67
Level 3	\$32.77	\$33.75	\$34.77
Level 4	\$33.66	\$34.67	\$35.71
Level 5	\$34.54	\$35.58	\$36.64
Level 6	\$34.28	\$35.31	\$36.37
Level 7	\$35.16	\$36.21	\$37.30
Level 8	\$44.79	\$46.13	\$47.52
Level 9	\$46.49	\$47.88	\$49.32

APPRENTICE STREAM

STAGE OF APPRENTICESHIP	% OF APPLICABLE MINIMUM RATE
Stage 1	55%
Stage 2	65%
Stage 3	75%
Stage 4	90%

B3. CLERICAL STREAM**MINIMUM RATES OF PAY FOR ALL STAFF (EXCEPT JUNIOR STAFF)**

CLASSIFICATION	CURRENT RATE	July 2025 3%	July 2026 3%
Level 1	\$33.23	\$34.23	\$35.25
Level 2	\$34.05	\$35.07	\$36.12
Level 3	\$40.38	\$41.59	\$42.84
Level 4	\$47.26	\$48.68	\$50.14
Level 5	\$53.13	\$54.72	\$56.37

JUNIOR STAFF STREAM

AGE OF JUNIOR EMPLOYEE	% OF APPLICABLE MINIMUM RATE
Under 16 years	45%
16 years	50%
17 years	60%
18 years	70%
19 years	80%
20 years	90%

B4. MISCELLANEOUS STREAM**RATES OF PAY FOR ALL STAFF (EXCLUDING APPRENTICES)**

CLASSIFICATION	CURRENT RATE	July 2025 3%	July 2026 3%
Level 1	\$23.46	\$24.16	\$24.89
Level 2	\$24.98	\$25.73	\$26.50
Level 3	\$27.17	\$27.99	\$28.82
Level 4	\$38.27	\$39.42	\$40.60
Level 5	\$49.04	\$50.51	\$52.03
Level 6	\$49.34	\$50.82	\$52.34

B5. NURSES STREAM

CLASSIFICATION	CURRENT RATE	July 2025 3%	July 2026 3%
Level 1	\$57.92	\$59.66	\$61.45
Level 2	\$59.44	\$61.22	\$63.06
Level 3	\$60.96	\$62.79	\$64.67
Level 4	\$62.48	\$64.35	\$66.29
Level 5	\$65.71	\$67.68	\$69.71

B6. HEALTH PROFESSIONALS AND SUPPORT SERVICES STREAM

CLASSIFICATION	CURRENT RATE	July 2025 3%	July 2026 3%
Level 1	\$36.07	\$37.15	\$38.27
Level 2	\$40.57	\$41.79	\$43.04
Level 3	\$48.14	\$49.58	\$51.07
Level 4	\$65.66	\$67.63	\$69.66

B7. SOCIAL COMMUNITY HOME CARE & DISABILITY SERVICES INDUSTRY STREAM

CLASSIFICATION	CURRENT RATE	July 2025 3%	July 2026 3%
Level 1	\$28.73	\$29.59	\$30.48
Level 2	\$36.46	\$37.55	\$38.68
Level 3	\$40.48	\$41.69	\$42.95
Level 4	\$47.26	\$48.68	\$50.14
Level 5	\$56.12	\$57.80	\$59.54
Level 6	\$56.22	\$57.91	\$59.64
Level 7	\$60.69	\$62.51	\$64.39
Level 8	\$65.67	\$67.64	\$69.67

SCHEDULE C: AGREEMENT TO CASH OUT ANNUAL LEAVE

Name of Employee: _____

Name of Employer: _____

The Employer and Employee agree to the Employee cashing out a particular amount of the Employee's accrued annual leave:

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

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

The payment will be made to the Employee on: ___/___/20___

Signature of Employee: _____

Date signed: ___/___/20___

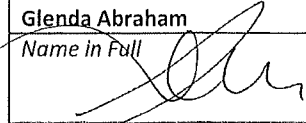
Name of Employer representative: _____


Signature of Employer representative: _____


<p>[If the Employee is under 18 years of age – include:</p> <p>Date signed: ___/___/20___</p> <p>Name of parent/guardian: _____</p> <p>Signature of parent/guardian: _____</p> <p>Date signed: ___/___/20___</p>
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Signatories to Agreement

This Enterprise Agreement has been made under the Fair Work Act 2009, between parties:

Laynhapuy Homelands Aboriginal Corporation:	
Glenda Abraham	Chief Executive Officer
<i>Name in Full</i>	<i>Position</i>
	22.11.2024
<i>Signature</i>	<i>Date</i>
68 GALPUD, YIRRKALA NT 0880	
<i>Address</i>	

Employee Representative:	
Kate Nichols	Payroll Specialist
<i>Name in Full</i>	<i>Position</i>
	22 November 2024
<i>Signature</i>	<i>Date</i>
T200/130 Esplanade Darwin NT 0800	
<i>Address</i>	

United Workers Union (UWU) – Bargaining Representative:	
Lyndal Ryan	Director
<i>Name in Full</i>	<i>Position</i>
	25/11/2024
<i>Signature</i>	<i>Date</i>
833 Bourke Street, Docklands Vic 3008	
<i>Address</i>	

Australian Nursing and Midwifery Federation – Bargaining Representative:	
CATHERINE HATCHER	SECRETARY / CEO
<i>Name in Full</i>	<i>Position</i>
	25/11/2024
<i>Signature</i>	<i>Date</i>
116 Caryota Crt, Coconut Grove NT 0810	
<i>Address</i>	