

Fair Work Commission
Four Yearly Review of Modern Awards
Aboriginal Community Controlled Health Services Award
Matter No: AM2018/12

**SUBMISSIONS OF HEALTH SERVICES UNION of 18 JUNE 2019 – FOUR
YEARLY REVIEW – SUBSTANTIVE ISSUES**

OVERVIEW

1. These submissions are made by the Health Services Union (HSU), in accordance with the Directions of Deputy President Gostencnik, dated 5 April 2019, as varied on 18 June 2019, in relation to the *Aboriginal Community Controlled Health Services Award* ('the Award').
2. The HSU seeks to vary the Award to ensure that it achieves the modern awards objective by:
 - a) providing that employees are entitled to tea-breaks (clause 23; Exposure Draft ('ED') clause 15.2);
 - b) providing that a removal expenses allowance is paid to an employee who transfers from one locality to another;
 - c) ensuring that casual loading is paid in addition to public holiday rates (clause 10.4; ED clause 24.2(b) and clause 11);
 - d) amending the on call and recall allowance clause by providing a 10 hour uninterrupted break after being recalled to work, instead of a six hour break (clause 15.4(d); ED clause 19.6(c))
3. The HSU also support the claims of the National Aboriginal and Torres Strait Islander Health Worker Association (NATSIHWA).
4. Annexed to these submissions at Annexure A are draft orders with the HSU's proposed variations.

Filed on behalf of	HEALTH SERVICES UNION
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HSU EVIDENCE

5. The HSU relies on the evidence of two witnesses in support of its claims. The HSU has filed, along with these submissions, witness statements of:
- a) Damian Rigney, Program Manager for the Pika Wiya Health Service Aboriginal Corporation ('Pika Wiya') in Port Augusta, South Australia,
 - b) Jackson Shillingsworth, Aboriginal Health Worker for Aboriginal Medical Services ('AMS') in Dubbo, New South Wales.

HSU CLAIMS

Tea breaks – clause 23; ED clause 15.2

6. The HSU submits that the Award should be varied to include a paid tea break for each four hours worked.
7. We say that this amendment is necessary to meet the modern awards objective of providing a fair and relevant safety net of terms and conditions¹ for employees covered by the Award.
8. It is standard across almost all the awards in the health sector for employees to be entitled to take tea or rest breaks. The following table provides a comparison of tea or rest break provisions in all health related awards:

Award	Tea or rest break provisions
Aged Care Award	<p>24.2 Tea breaks</p> <p>(a) Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.</p> <p>(b) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period.</p> <p>(c) Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.</p> <p>(d) Tea breaks will count as time worked.</p>

¹ Fair Work Act 2009 ss 134(1) and 138

<p>Ambulance and Patient Transport Industry Award</p>	<p>23.3 Rest breaks</p> <p>Where practical, employees are entitled to two 10 minute rest breaks each day, counted as time worked, as follows:</p> <p>(a) the first, between commencement of work and the usual meal break; and</p> <p>(b) the second between the usual meal break and cessation of work.</p>
<p>Health Professionals and Support Services Award</p>	<p>27.2 Tea breaks</p> <p>(a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employer and employee.</p> <p>(b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.</p> <p>(c) Tea breaks will count as time worked.</p>
<p>Medical Practitioners Award</p>	<p><i>no tea break provision</i></p>
<p>Nurses Award</p>	<p>27.2 Tea breaks</p> <p>(a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.</p> <p>(b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.</p> <p>(c) Tea breaks will count as time worked.</p>
<p>Pharmacy Industry Award</p>	<p>28.1 All employees working four or more hours on any day will be entitled to a 10 minute paid rest pause.</p>
<p>Social, Community, Home Care and Disability Services Award</p>	<p>27.2 Tea breaks</p> <p>(a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employer and employee.</p> <p>(b) Tea breaks will count as time worked.</p>

9. As demonstrated in the table above, almost all awards provide for a similar entitlement to a ten minute tea or rest break for each four hours worked. The only award which does not provide for paid tea breaks is the Medical Practitioners Award.
10. Apart from this provision being standard across the modern award system, it is particularly relevant in the Aboriginal Community Controlled Health sector, where there are high demands on Aboriginal Health Workers often attending a large volume of patients, back-to-back, in a high-pressure environment.²
11. Providing for tea breaks in the award would help prevent overwork and fatigue amongst employees, thereby enabling efficient and productive performance of work in the long term. This consideration is relevant to s 134(1)(d).
12. S 134(1)(g), which refers to a '*stable and sustainable modern award system*' is also relevant. Tea breaks are provided for in almost all current modern awards in the health sector, and it is appropriate that this standard provision is extended to this Award.

Removal expenses

13. The HSU submits that the Award should be varied by inserting the following new clause:

Transfer removal expenses

An employee who is required to transfer from one locality to another is entitled to be reimbursed by the employer:

(a) the reasonable cost of conveyance of the employee and their dependants to the new locality; and

(b) the cost reasonably incurred by the employee of removal of furniture and household effects of the employee and dependants.

14. Aboriginal Community Controlled Health services tend to be based in regional or remote locations, far from city centres.³ Health workers who move for work are often required to move significant distances.⁴
15. The HSU submits that this amendment is necessary to meet the modern awards objective of providing a fair and relevant safety net of terms and

² Shillingsworth [5]-[6]

³ Rigney [5]

⁴ Rigney [13]

conditions⁵ for employees working in Aboriginal Community Controlled Health Services who are required to relocate such significant distances for their work.

16. S 134(1)(d) is relevant to this claim, as by enabling employees to move to regional or remote areas for work under this award promotes flexible work practices.

17. S 134(1)(h) is also relevant, as including a removal allowance would assist in attracting employees to such work and locations, thereby enabling employment growth and the sustainability of Aboriginal Community Controlled Health Services.

Casual loading - clause 10.4(d) (ED clause 24.2(b) and clause 11)

18. The HSU submits that casual loading should be paid in addition to public holiday penalties. That approach is consistent with the function of casual loading, which is to compensate casual employees for the paid leave entitlements available to permanent employees. It is consistent with the 'default approach' discussed by the Full Bench in the *Penalty Rates Decision* [2017] FWCFB 1001 (at [338]),⁶ which has the advantage of being simple and easy to understand, consistent with s134(1)(g).

19. The Full Bench in the *Penalty Rates Decision* reinforced the distinction between penalty rates – which are paid to compensate the disutility associated with the time at which work is performed – and casual loading. The Full Bench found that:

As we have mentioned, the [Productivity Commission] Final Report makes reference to the interaction of penalty rates and casual loadings and concludes that:

'For neutrality of treatment, the casual loading should be added to the penalty rate of a permanent employee when calculating the premium rate of pay over the basic wage rate for weekend work.'

⁵ *Fair Work Act 2009* ss 134(1) and 138

⁶ *Four yearly review of modern awards – Penalty Rates* [2017] FWCFB 1001 ('Penalty Rates Decision') [338]

There is considerable force in the Productivity Commission's conclusion.

Casual loadings and weekend penalty rates are separate and distinct forms of compensation for different disabilities. Penalty rates compensate for the disability (or disutility) associated with the time at which work is performed.⁷

20. Clause 10.4(d) of the Award provides relevantly that: '*Casual employees who are required to work on public holidays will, instead of the casual loading, be paid an additional 50% for such work.*' This clause is carried over in the Exposure Draft at clause 24.3(b).
21. It seems clear that under the current award provisions, casual loading is paid in addition to overtime rates and shiftwork penalties. However, there is no basis for casual employees to have to forgo the casual loading for public holiday penalty rates, as casual loading and public holiday penalty rates serve different functions.
22. Accordingly, clause 10.4(d) (clause 24.3(b) ED) should be varied so that casual employees are paid casual loading in addition to public holiday rates.

Rest break after recall to work - clause 15.4(d) (ED clause 19.6(c))

23. The HSU submits that the Award should be varied to ensure that employees receive at least a ten hour break after being recalled to work.
24. This amendment is necessary to meet the modern awards objective of providing a fair and relevant safety net of terms and conditions, ensuring that employees receive adequate rest following being recalled to work. It is our view that ten hours is sufficient to allow for eight hours sleep and travel to and from work. Under the current provision, in the event that an employee was recalled to work until midnight, they would only be entitled to a six hour uninterrupted break.
25. An employee cannot be expected to perform work productively on less than six hours rest, and therefore the modern awards objective consideration at s 134(c) is relevant.

⁷ *Penalty Rates Decision* [2017] FWCFB 1001 at [889] to [891].

26. Furthermore, this amendment would make the clause consistent with clause 24.5 (ED 19.4(a)) which provides for a ten hour rest period after overtime. It therefore is relevant to s 134(1)(g), as it ensures the award is simple and easy to understand.

Health Services Union

18 June 2019

Annexure A

<<FileNo>> <<PrintNo>>

FAIR WORK COMMISSION

DRAFT DETERMINATION

Fair Work Act 2009

Part 2-3, Div 4 – 4 Yearly reviews of modern awards

Aboriginal Community Controlled Health Services Award 2010
(AM2018/12)

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, XX YYY 2019

Review of modern awards to be conducted.

- [1] Further to the Decision and Reasons for Decision <<DecisionRef>> in <<FileNo>>, it is determined pursuant to section 156(2)(b)(i) of the *Fair Work Act 2009*, that the *Aboriginal Community Controlled Health Services Award 2010* be varied as follows.
- [3] Delete existing sub-clause 10.4(d) and replace as follows:
- ‘The casual loading is paid in addition to any overtime payment, loadings or penalty rate applicable to the employee’s hours of work’.
- [3] Delete existing sub-clause 15.4(d) and replace as follows:
- ‘Provided that if the employee is recalled and does not have an uninterrupted break of ten-hours between the time of finishing the last recall and the time of commencement of the next period of ordinary duty, the employee will be entitled to ten hours off duty from the time of finishing the last recall to the time of commencing the next period of duty without loss of pay.’
- [4] Insert clause 23.3:
- ‘Tea breaks
- (a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.
- (b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked.’

[4] Renumber clause 15.7 as 15.8 and insert the following new clause 15.7:

‘Transfer removal expenses

An employee who is required to transfer from one locality to another is entitled to be reimbursed by the employer:

(a) the reasonable cost of conveyance of the employee and their dependants to the new locality; and

(b) the cost reasonably incurred by the employee of removal of furniture and household effects of the employee and dependants.’

[5] The determination shall operate on and from XX YYY 2019.

DEPUTY PRESIDENT

Fair Work Commission
Four Yearly Review of Modern Awards
Aboriginal Community Controlled Health Services Award
Matter No: AM2018/12

STATEMENT OF JACKSON SHILLINGSWORTH

1. I am employed as an Aboriginal Health Worker for Aboriginal Medical Services ('AMS') in Dubbo, New South Wales.
2. I am covered by the *Aboriginal Community Controlled Health Services Award* ('the Award'). I am employed as a Grade 1, Level 2 Aboriginal Health Worker under the Award.
3. I have been working in this role for AMS for approximately one and a half years.
4. I will soon complete my Certificate IV in Aboriginal and Torres Strait Islander Primary Health Care Practice.
5. There are two Aboriginal Health Workers at AMS, myself and one other. We are required to see every patient that comes in before they see the doctor. We take their blood pressure, their temperature, and check their vital signs. My role is to be the middle-man between the patient and doctor. Anything thing the patient tells me I relate back to the doctor, and vice versa, in a way that everyone understands.
6. The centre is always very busy. There are eight doctors at AMS, and they are often fully booked. The other Aboriginal Health Worker and I have to see every patient. We generally see 20 or more patients in a day. If the other health worker is away, then I am the only one seeing all the patients. This can be exhausting, and it can burn you out quite quickly. We work from 9am to 5pm with a half hour unpaid lunch break each day. It would make it a lot easier if the day was broken up with breaks in the morning and afternoon. It would make it easier to get through the week.

JACKSON SHILLINGSWORTH
12 June 2019

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Fair Work Commission
Four Yearly Review of Modern Awards
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STATEMENT OF DAMIAN RIGNEY

1. I am employed as the Programs Manager for the Pika Wiya Health Service Aboriginal Corporation ('Pika Wiya') in Port Augusta, South Australia.
2. I have been employed in this position for three months. I am a qualified Aboriginal Health Worker, and recently also qualified as a Registered Nurse ('RN').
3. I am covered by the Pika Wiya Health Service Aboriginal Corporation Employees Enterprise Agreement 2016 ('Pika Wiya EA'). A copy of this Enterprise Agreement is attached to this statement.
4. I have worked as an Aboriginal Health Worker for almost 20 years. I started working for the Nunkuwarn Yunti health service in Adelaide in 2000. I also worked for my current employer, Pika Wiya, for approximately 7 months in 2005.
5. Pika Wiya is based in Port Augusta, approximately 300km north of Adelaide. Generally, the patients we see are locals from the area. We also have two satellite clinics, one in Copley, approximately 280km from Port Augusta (which is currently not functional) and another clinic in Davenport, which is a small community approximately 15 km from Port Augusta. Aboriginal Health Workers are often required to travel between the clinics.

My role and work performed

6. In my current role, I am part of the executive group of the organisation, and this forms the main part of my work.
7. If needed, I will spend time performing health worker tasks, such as performing a health check for patients, or providing cultural support.
8. Recently I had one client who did not have good English and had difficulty understanding the doctor. We didn't have anyone in the clinic who could speak his

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language, but I sat in on the consultation and provided cultural support by explaining what the doctor was saying in a way the client could understand and relaying the client's concerns back to the doctor.

9. Recently my role has included regularly giving out mental health medication to patients. These patients are sometimes required to take anti-psychotic medication as part of a community treatment order. In other cases, the patients attend voluntarily. There is a bit of conjecture around what is safe medication that can be provided by Aboriginal Health Workers. But, because I am a RN, there are no problems with me performing this task.
10. I am aware that the staff at Pika Wiya are fairly regularly required to perform work that involves the handling of soiled items, such as cleaning up swabs or tissues after blood and tissue extraction, or which have been exposed to bodily fluids. I am required to follow the Department of Health's personal protective equipment procedure ('PPE'), which involves, for example, wearing gloves, face masks or appropriate clothing depending on whether you are taking someone's blood, taking swabs, cleaning a pus wound, or other tasks where you are dealing with bodily fluids where there is a risk of infection.

Career progression

11. Career progression is not great for Aboriginal Health Workers. Based on my experience over many years in the sector, I've worked with many people who have not been given the opportunity to progress. There is an attitude from employers in this sector that they need to bring in a university-trained non-Indigenous person to take on more senior or leadership roles. There is a lack of recognition of the skills and experiences that Aboriginal Health Workers acquire through their work.
12. I decided to obtain qualifications as a RN, because I found that while working as an Aboriginal Health Worker, RNs would often be brought in by the employer to run projects. On a number of occasions, I found I knew more than the RNs, and would have been capable of running those projects, but my skills weren't being recognised because I didn't hold that qualification.

Relocation for work and removal allowance

13. From my experience working in Aboriginal Community Controlled Health, I know that when Aboriginal Health Workers move for work, they are often moving significant distances. When I moved to Port Augusta from Adelaide to take on this role, I was provided with some support from my employer with moving my furniture. But based on

my experience in the sector, support for relocation is usually only given to doctors or senior health professionals.

Bereavement leave

14. There have been circumstances where I would have benefited from bereavement leave. When my father passed away, I had to use my annual leave to take time off work to mourn. My brother passed away during my last job, and again I had to use up my annual leave
15. I understand that, in Indigenous communities, there are levels of obligation that determine your role in a mourning process. What is expected of you can sometimes take you away from your work for extended periods. I know people that have not been able to get the leave required to fulfil their obligations'

DAMIAN RIGNEY

12 June 2019



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Pika Wiya Health Service Aboriginal Corporation
(AG2016/7999)

PIKA WIYA HEALTH SERVICE ABORIGINAL CORPORATION EMPLOYEES ENTERPRISE AGREEMENT 2016

Health and welfare services

COMMISSIONER JOHNS

MELBOURNE, 17 MARCH 2017

Application for approval of the Pika Wiya Health Service Aboriginal Corporation Employees Enterprise Agreement 2016.

[1] On 22 December 2016, Pika Wiya Health Service Aboriginal Corporation (**Applicant**) made an application for approval of the *Pika Wiya Health Service Aboriginal Corporation Employees Enterprise Agreement 2016* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Commission is satisfied that each of the requirements of ss 186, 187 and 188 of the Act, as are relevant to this application for approval, has been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the Fair Work Regulations 2009 is taken to be a term of the Agreement.

[5] The Health Services Union, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), the Commission notes that the Agreement covers this organisation.

[6] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 24 March 2017. The nominal expiry date of the Agreement is 30 June 2019.



PRESIDENT

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**PIKA WIYA HEALTH SERVICE
ABORIGINAL CORPORATION**

EMPLOYEES

ENTERPRISE AGREEMENT

2016

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

1 ARRANGEMENT

By topic, the Agreement is arranged as follows:

1 - Arrangement

2 - Application and operation of Agreement

- 2.1 Title
- 2.2 Parties to this Agreement
- 2.3 Date and Period of Operation
- 2.4 Definitions
- 2.5 Objectives
- 2.6 National Employment Standards
- 2.7 Relationship to Federal Law
- 2.8 Exhibition of Agreement

3 - Consultation and dispute procedures

- 3.1 Consultation and Communication
- 3.2 Introduction of Change
- 3.3 Dispute Settlement/Resolution procedure
- 3.4 Individual Flexibility Agreements
- 3.5 Recognition of Worksite Representatives
- 3.6 Employee Representation
- 3.7 Trade Union Training Leave
- 3.8 Anti-discrimination

4 - Employment relationship

- 4.1 Types of Employment
- 4.2 Full-Time Employment
- 4.3 Part-Time Employment
- 4.4 Casual Employment
- 4.5 Termination of Employment
- 4.6 Redundancy (Severance)
- 4.7 Continuous Service
- 4.8 Fixed Term Contract (Contractors)
- 4.9 Minimum Engagement – Specific to Programme Funding

5 - Rates of pay and related matters

- 5.1 Classifications
- 5.2 Progression through Paypoints
- 5.3 Allowances
- 5.4 Higher Duties
- 5.5 Payment of Wages
- 5.6 Wage Increases
- 5.7 Superannuation
- 5.8 Salary Sacrifice Arrangements
- 5.9 Performance Improvement

6 - Hours of work and related matters

- 6.1 Ordinary Hours of Work
- 6.2 Span of Hours
- 6.3 Breaks
- 6.4 Overtime and Penalty Rates
- 6.5 Shift Work
- 6.6 Broken Shifts
- 6.7 Work/life Flexibility
- 6.8 Requests for Flexible Working Arrangements

7 - LEAVE and public holidays

- 7.1 Annual Leave
- 7.2 Public Holidays
- 7.3 Personal Leave (sick leave and carer's leave)
- 7.4 Compassionate Leave
- 7.5 Parental leave
- 7.6 Community Service Leave
- 7.7 Special Leave

8 – Training and Development & Work Health and Safety

- 8.1 Staff Training/Professional Development
- 8.2 Work Health and Safety

9 - Signatories

Schedule 1 – Wage Rates

Schedule 2 – Classification Definitions

Schedule 3 – Allowances

2 - APPLICATION AND OPERATION OF AGREEMENT

2.1 TITLE

This Enterprise Agreement shall be known as the **Pika Wiya Health Service Aboriginal Corporation Employees Enterprise Agreement 2016**.

2.2 PARTIES TO THIS AGREEMENT

This Agreement shall cover:

- The employer **Pika Wiya Health Service Aboriginal Corporation**,
- All persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement; and
- Health Services Union, South Australia.

2.3 DATE AND PERIOD OF OPERATION

- 2.3.1 This agreement will operate from the date of approval of the agreement by Fair Work Australia and its nominal expiry date shall be **30 June 2019**.
- 2.3.2 It is agreed that after the nominal expiry date of this Agreement its terms and conditions will continue to apply unless it is terminated or replaced in accordance with the Fair Work Act 2009.
- 2.3.3 It is agreed that the parties will commence renegotiations for a new Agreement no later than three months prior to the nominal expiry date.

2.4 DEFINITIONS

- 2.4.1 The “**Act**” means the *Fair Work Act. 2009*.
- 2.4.2 “**FWA**” means Fair Work Australia.
- 2.4.3 “**Regulations**” mean Fair Work Regulations as permitted under the *Fair Work Act 2009*.
- 2.4.4 “**Agreement**” means the **Pika Wiya Health Service Aboriginal Corporation Employees Enterprise Agreement 2016**.
- 2.4.5 “**Mutual Agreement**” means agreement between the employer and an employee as allowed for in this Agreement.
- 2.4.6 “**Facility**” means **Pika Wiya Health Service Aboriginal Corporation** sites.
- 2.4.7 “**Employees**” mean all employees who would, notwithstanding this Agreement, be covered by the Awards defined in sub clause 2.4.10. Therefore, this Agreement does not cover Enrolled or Registered Nurses, Medical Officers or the position of Chief Executive Officer.
- 2.4.8 “**Employer**” means **Pika Wiya Health Service Aboriginal Corporation (PWHSAC)**.
- 2.4.9 “**Union**” means the Health Services Union, South Australia being an organisation of employees registered pursuant to the Act.
- 2.4.10 “**Award**” means the Awards that would apply to **PWHSAC** and its employees, but for this Agreement, being the Aboriginal Community Controlled Health Services Award 2010, and the Health Professionals and Support Services Award 2010,

2.5 OBJECTIVES

- 2.5.1 Commitment to Best Practice Service: The employer and its employees are committed to Best Practice quality of service. Service delivery is constantly reviewed to achieve best practice, in provision of service to clients and the community.
- 2.5.2 The Agreement will enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of service, to further improve productivity and enhance job satisfaction, security and remuneration in a stable employee relations environment.
- 2.5.3 The Agreement aims at continually improving communication, consultation in relation to major change and cooperation at the workplace level between management and staff. The Agreement recognises the important contribution of staff members to ensuring **PWHSAC** future.

2.5.4 Acknowledgement

On 1 July 2011, the control of Aboriginal health services at Pika Wiya transferred from the South Australian government, under the auspices of Country Health SA, to a local Community Board of Management. This is the first Enterprise Agreement for this new Aboriginal Health Service.

PWHSAC acknowledges the valuable contribution and commitment given by all its employees to the organisation and the Community. As a demonstration of respect, **PWHSAC**, where possible and financially viable for the organisation to do so, the terms and conditions provided to employees under appropriate public sector awards and/or agreements will be provided in this Agreement.

2.6 THE NATIONAL EMPLOYMENT STANDARDS

Notwithstanding the terms of this Agreement the National Employment Standards will apply as required by the Fair Work Act 2009. If, during the life of this Agreement, a provision of the NES becomes more beneficial than that offered under this Agreement, the NES shall be applied in relation only to the part that is more beneficial.

2.7 RELATIONSHIP TO FEDERAL LAW

- 2.7.1 No term of this Agreement shall operate where it is unlawful because it contains a discriminatory or other objectionable term including a term which removes any obligation to provide a minimum entitlement imposed by federal law. A term of this agreement shall be modified or excluded to the extent that it is unlawful and in particular where it removes or provides a lesser benefit to any minimum entitlement which **PWHSAC** must provide as required by Fair Work Australia.
- 2.7.2 Where this Agreement states or varies an Award provision, the provision(s) of the Agreement will be applied. Except for these Award provisions, the Award has no effect during the operation of this Agreement.

2.8 EXHIBITION OF AGREEMENT

PWHSAC who is bound to this Agreement must display a copy of it in a conspicuous place accessible to all employees.

3 - CONSULTATION AND DISPUTE PROCEDURES

3.1 CONSULTATION AND COMMUNICATION

The parties commit to the following consultative principles:

- (a) Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process. Consultation must be seen to have occurred.
- (b) Employers and Agencies consult in good faith, not simply advise what will be done.
- (c) It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.

3.2 INTRODUCTION OF CHANGE

3.2.1 This Clause applies if:

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

3.2.2 The employer must notify the relevant employees and the Union of the decision to introduce the major change.

3.2.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

3.2.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

3.2.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees and their representative(s):
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion – provide, in writing, to the relevant employees, and their representative(s):
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

3.2.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

3.2.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- 3.2.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub clauses (2), (3) and (5) are taken not to apply.
- 3.2.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 3.2.10 In this term, "**relevant employees**" means employees who may be affected by the major change.

3.3 DISPUTE SETTLEMENT/RESOLUTION PROCEDURE

- 3.3.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
- this clause sets out procedures to settle the dispute.
- 3.3.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 3.3.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 3.3.4 If the discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.
- 3.3.5 FWA may deal with the dispute in 2 stages:
- (a) FWA 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 FWA is unable to resolve the dispute at the first stage, FWA may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

- 3.3.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; then
 - (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) 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.

3.3.7 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this clause.

3.4 INDIVIDUAL FLEXIBILITY AGREEMENTS

3.4.1 The employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading.
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

3.4.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

3.4.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

3.4.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

3.4.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing – at any time.

3.5 RECOGNITION OF WORKSITE REPRESENTATIVES

- 3.5.1 An employee elected as a Worksite Representative will, upon notification to the employer, be recognised as an accredited representative of the Union. An accredited Worksite Representative is allowed reasonable time during working hours to interview and/or meet with the employer or the employers' representative on industrial matters affecting employees whom they represent.
- 3.5.2 Subject to the prior approval of the employer, a worksite representative shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited official from the Union.

3.6 EMPLOYEE REPRESENTATION

- 3.6.1 Each employee shall be accorded by the employer with a right to the representation of their choice in connection with performance and disciplinary procedures, resolution of workplace disputes and grievances and under the dispute settlement procedure referred to in clause 3.3.
- 3.6.2 The employer will make provision for accredited worksite representatives to devote reasonable working time to:
- (a) involvement in the representation at the workplace level of relevant employees in respect of performance and disciplinary procedures, workplace disputes and grievances; and
 - (b) participation in external dispute settlement procedures on behalf of relevant employees.
- 3.6.3 For the purpose of this clause "relevant employees" means those employees who have chosen the Union or an accredited worksite representative to represent them.

3.7 TRADE UNION TRAINING LEAVE

- 3.7.1 An employee, who is a member of a relevant Union, **and** is the Worksite Representative of that Union, shall be allowed five (5) full days per year to attend Trade Union Training. Fourteen days notice must be given to the employer.
- 3.7.2 All applications for leave must be made in writing detailing:
- the name of the employee seeking leave
 - period of time for which leave is sought
 - title and description
 - the place or places where the said course will be held.
- 3.7.3 Leave of Absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- 3.7.4 Any days or hours taken for such training will be paid at the employee's ordinary rate of pay.
- 3.7.5 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- 3.7.6 An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.

3.8 ANTI-DISCRIMINATION

- 3.8.1 It is the intention of the parties to this Agreement to strive to prevent and eliminate discrimination on the basis or race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 3.8.2 Accordingly, in fulfilling their obligations under clause 3.3 – Dispute resolution/settlement procedure, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

3.8.3 Nothing in this clause is to be taken to affect:

- (a) any different treatment (or treatment having different effects) that is specifically exempted under the relevant Commonwealth anti-discrimination legislation;
- (b) until considered and determined further by FWA, the payment of different wages for employees who have not reached a particular age;
- (c) an employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

3.8.4 Nothing in this clause is to be taken to prevent:

- (a) a matter referred to in sub clause 3.8.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position;
- (b) a matter referred to in sub clause 3.8.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminated the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

4 - EMPLOYMENT RELATIONSHIP

4.1 TYPES OF EMPLOYMENT

4.1.1 Employment categories

Employees under this Agreement will be employed in one of the following categories:

- (a) full-time;
- (b) part-time;
- (c) casual; or
- (d) fixed term contract employment (contractor)

- 4.1.2 At the time of engagement an employer will inform each employee in writing whether they are employed on a full-time, part-time, casual or fixed term contract basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification of that employee.

4.2 FULL-TIME EMPLOYMENT

A full-time employee is one who is engaged to work 37.5 hours per week or an average of 37.5 hours per week.

4.3 PART-TIME EMPLOYMENT

4.3.1 A part-time employee is an employee who:

- (a) is engaged to work less than the full-time hours of an average of 37.5 hours per week;
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

4.3.2 Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.

4.3.3 The hours of work may be varied by agreement between the employer and employee and recorded in writing. Variations of a temporary or once-off nature are provided for in sub clause 6.1.3 of this Agreement.

4.3.4 A part-time employee will be rostered for a minimum of four consecutive hours on any shift, except for the sole purpose of attending training, where sub-clause 4.3.5 will apply.

4.3.5 A part-time employee required to attend work for the sole purposes of participating in training shall be paid for a minimum of two hours at the relevant ordinary rate of pay.

4.4 CASUAL EMPLOYMENT

4.4.1 A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.

4.4.2 A casual employee will be paid a minimum of three hours pay for each work shift, except for the sole purpose of attending training, where sub-clause 4.4.3 will apply.

4.4.3 A casual employee required to attend work for the sole purposes of participating in training shall be paid for a minimum of two hours at the relevant ordinary rate of pay.

4.4.4 (a) Where a casual employee who is regularly rostered, for hours of work on a regular basis and would otherwise be regarded as, and converted to, part-time employment, the employer and employee may mutually agree that they remain classified as a casual employee.

- (b) In providing this offer the employer will detail, the entitlements that apply to being a part-time employee, which will include, eg; the rate of pay to apply (minus the Casual Loading), Annual, Personal, Long Service Leave entitlements, Superannuation and Continuity of Service, and will also provide information about conditions that will apply if they remain a casual employee; e.g. redundancy payments.

4.4.5 Employees, who commence with the Employer during the life of the Agreement, will be appointed in accord with the conditions as provided by this Agreement, applicable to the nature of hours being offered.

4.4.6 Casual employees who work regular hours during each roster period, but who chose to remain casuals under the provisions of clause 4.4.4(a), will work no more than 48 weeks per year and will take the remaining 4 weeks per year as unpaid recreational leave, at the direction of the employer. There is no entitlement to paid leave.

4.5 TERMINATION OF EMPLOYMENT

4.5.1 Notice of termination by employer

- (a) In order to terminate the employment of an employee, the employer must give the employee the following notice:

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in 4.5.1(a), employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to additional notice of one week.
- (c) Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.5.1(a) and/or 4.5.1(b) must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- (d) In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.
- (e) The period of notice in this clause does not apply in the case of:
- (i) dismissal for conduct that at common law justifies instant dismissal;
 - (ii) casual employees;
 - (iii) employees engaged for a specific period of time for a specific task or tasks;
 - (iv) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
 - (v) an employee who is otherwise excluded *or not entitled to receive notice* by the FWA or Regulations.

4.5.2 Time off during notice period

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

4.5.3 Payment in lieu

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the employer for the purposes of computing any service related entitlement of the employee.

4.5.4 Notice specifying day of termination

An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).

The notice may be given to an employee by:

- (a) delivering it personally; or
- (b) leaving it at the employee's last known address; or
- (c) sending it by pre-paid post to the employee's last known address.

4.5.5 Notice of termination by employee

In order to terminate employment, an employee must give the employer a minimum of two weeks' notice.

4.5.6 Employment will be terminated in accordance with the notice provisions of clauses 4.5 – Termination of employment and where applicable 4.6 – Redundancy (severance). Notice may be given at any time provided that the termination of employment takes effect at the end of a day's work or by the payment or forfeiture (as the case may be), of the salaries appropriate to the said notice period. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal.

4.5.7 An employee who is justifiably or summarily dismissed for any reason is entitled to payment for work in that fortnight only for the time actually worked.

4.5.8 Abandonment of Employment

- (a) If an employee has been absent without leave for more than five consecutive working days, the employer will inform the employee in writing that unless they report for duty or furnish a satisfactory reason for their absence, and the estimated duration of the absence, within five working days, the employee will be regarded as having terminated employment on the date of their last attendance at work (ie without notice).
- (b) If the employee neither reports for duty nor sends in a satisfactory reply within the specified time, the employee must be informed in writing that their employment is regarded as having been terminated on the date of their last attendance at duty (ie without notice).
- (c) In the circumstances, any monies in hand to the extent of a week's wage will be forfeited in lieu of notice.

4.6 REDUNDANCY (SEVERANCE)

4.6.1 Definition

Redundancy means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone, except where this is due to the ordinary and customary turnover of labour.

Redundant has a corresponding meaning.

4.6.2 Exclusions

- (a) This clause does not apply to employees with less than one years continuous service. The general obligation of employers should be no more than to give such employees and their chosen representatives, which may be the Union, an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as must be reasonable to facilitate the obtaining by such employees of suitable alternative employment.
- (b) This clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

4.6.3 Period of notice of termination on redundancy

- (a) If the services of an employee are to be terminated due to redundancy the employee must be given notice of termination as prescribed by clause 4.5 - Termination of employment.

- (b) Should the employer fail to give notice of termination as required, the employer must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the employer for the purposes of the *Long Service Leave Act, 1987* as amended.

4.6.4 Time off during notice period

- (a) During the period of notice of termination given by the employer, an employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.6.5 Severance pay

- (a) In addition to the period of notice prescribed for termination in clause 4.5 - Termination of employment, an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service:

Length of Continuous Service	Redundancy pay
At least 1 year but less than 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
At least 3 years but less than 4 years	7 weeks pay
At least 4 years and less than 5 years	8 weeks pay
At least 5 years and less than 6 years	10 weeks pay
At least 6 years and less than 7 years	11 weeks pay
At least 7 years and less than 8 years	13 weeks pay
At least 8 years and less than 9 years	14 weeks pay
9 years and over	16 weeks pay

- (b) An employer may apply to FWA for an order allowing the off-setting of all or part of an employee's entitlement to severance payment on the basis that such payment or part of it is already provided for or included in the contributions which the employer has made over and above those required by law to a superannuation scheme and which are paid or payable to the employee on redundancy occurring.

4.6.6 Incapacity to pay

An employer may make application to FWA for an order to have the severance pay prescription varied on the basis of the employer's incapacity to pay.

4.6.7 Alternative employment

An employer may make application to FWA to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

4.6.8 Written notice

The employer must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- (a) The date and time of the proposed termination of the employee's employment.
- (b) Details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and method by which those entitlements have been calculated.
- (c) Advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment.

- (d) Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

4.6.9 Transfer to lower paid duties

Where an employee whose job has become redundant accepts an offer of alternative work by the employer the rate of pay for which is less than the rate of pay for the former position, the employee is entitled to the same period of notice of the date of commencement of work in the new position as if the employee's employment had been terminated. The employer may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

4.6.10 Transfer at same rate of pay

Where an employee is made redundant from their existing position but is redeployed to a comparable position of equal pay or where an employee has been transmitted to a new employer with the same position, then the severance pay provisions under clause 4.6.5 will not apply.

4.6.11 Employee leaving during notice

An employee whose employment is terminated on account of redundancy may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payments under this clause as if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice not worked.

4.6.12 Employer to notify Centrelink of proposed termination in certain cases

Where the employer decides to terminate the employment of 15 or more employees for reason of an economic, technological, structural or similar nature, or for reasons including such reasons the employer must give written notice of the proposed termination to Centrelink in accordance with section 785 of the Act.

- (a) The notice must include:

- (i) the reasons for the terminations; and
- (ii) the number and categories of employees likely to be affected; and
- (iii) the time when, or the period over which, the employer intends to carry out the terminations.

4.6.13 Restricted time for re-employment

Employees in receipt of a redundancy package shall be unable to re-apply for a position with PWHS for a period as stated in the PWHS policies & procedures.

4.7 CONTINUOUS SERVICE

4.7.1 Maintenance of continuous service

Except as otherwise indicated, service is deemed to be continuous despite:

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement;
- (b) Absence of the employee from work for any cause by leave of the employer;
- (c) Absence from work on account of illness, disease or injury;
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee;
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement the Act or the *Long Service Leave Act 1987*;
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute or was re-employed by the employer upon such settlement;
- (g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this

case, service with the first employer is deemed to be service with the second employer. This is qualified on the basis that the transfer of employment is on the same terms and conditions;

- (h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated;
- (i) Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or not later than fourteen days after the end of the period of absence.

4.7.2 Calculation of period of service

Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except to the extent that the employee receives or is entitled to receive pay for the period.

4.7.3 Country Health SA employees

Continuation of service will be maintained for the following workers:

- (a) ex-Country Health SA employees who transferred to **PWHSAC** on 1 July 2011.
- (b) employees who chose secondment from Country Health SA to PWHSAC on 1 July 2011. This means that should a seconded employee decide, during or at the end of his/her secondment period, to transfer their employment on an on-going basis to **PWHSAC**, his/her service with Country Health SA, including the secondment period, will be recognised.

4.8 FIXED TERM CONTRACT (CONTRACTORS)

4.8.1 Contractors will be engaged for one-off funded or special projects only. Where the position is within an ongoing programme, an employee will be appointed on an ongoing basis; subject to a probationary period and continuing funding for that programme or position.

4.8.2 All terms and conditions of this Agreement will apply to contractors, with the exception of 4.5 – Termination of Employment, and 4.6 – Redundancy (Severance).

4.8.3 All fixed term contracts are offered with no expectation of continuing past their nominated date of conclusion and, upon that date, employment will cease.

4.9 MINIMUM ENGAGEMENT – SPECIFIC TO PROGRAM FUNDING

Where funding is provided within a Program budget for the purposes of engaging a person to undertake regular duties that take less than one hour, the employee so engaged will be paid a minimum of 30 minutes. Such duties may include, but are not limited to, providing at home care for the Community Aged Care Package or the Transitional Care Package.

5 – RATES OF PAY AND RELATED MATTERS

5.1 CLASSIFICATIONS

Classification definitions are set out in Schedule 2—Classification Definitions. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification. On initial appointment, the employer will give recognition to an employee's previous relevant experience, ie as it relates to the position sought, in order to ascertain an appropriate commencement salary.

5.2 PROGRESSION THROUGH PAY POINTS

- 5.2.1 Progression for all classifications for which there is more than one pay point will be by annual increment to the next pay point, or in the case of a part-time or casual employee 1786 hours of experience, having regard to the acquisition and use of skills described in the definitions contained in clause Schedule 2—Classification Definitions and knowledge gained through experience in the practice settings over such a period, which will be determined during the annual Performance Review process. The employer may defer a movement to the next pay point if it is determined that the employee has not achieved a satisfactory level of knowledge or skill. If an annual performance review is not completed by the anniversary date of employment, and there has been no performance issues raised, the employees will receive the annual increment without delay.
- 5.2.2 Progression to the next Level of Classification will be by way of promotion only.

5.3 ALLOWANCES

Allowance rates are set out in Schedule 3 – Allowances.

5.3.1 Bilingual qualification allowance

- (a) **Bilingual** means a recognised proficiency in English as well as any one of the Indigenous Australian languages used by the **PWHSAC** clients.
- (b) An employee who is regularly directed by the employer in the course of their duties to use one or more of these Indigenous Australian languages will be paid an annual allowance as prescribed in Schedule 3.
- (i) **Level 1** is an elementary level. This level of accreditation is appropriate for employees who are capable of using a minimal knowledge of language for the purpose of simple communication.
- (ii) **Level 2** represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.
- (c) Proof of bilingual proficiency and accreditation will be obtained before an employee will be entitled to this allowance. Bilingual accreditation is obtained by the employee confirming their bilingual proficiency in writing from an interpreting and/or translating service agreed by the employer and the employee.

5.3.2 Clothing allowance

If uniforms are required to be worn they will be provided by the employer.

5.3.3 Travelling, transport and fares

- (a) No employee will be required to use their personal vehicle for business purposes. Company vehicles must be utilized for **PWHSAC** business, including the transportation of clients as may be necessary from time to time. However, if a company vehicle is not available, an employee may use their own motor vehicle to carry out a specified task or duty, only with prior approval from the CEO. Under such circumstances the employee will be paid the prescribed Vehicle Allowance per kilometre.

- (b) When an employee is involved in travelling on duty, a Travel Allowance to cover the cost of meals and Incidentals will be paid as per Schedule 3. The following meals will not be paid:
 - (i) the breakfast meal will not be included in the Travel Allowance, on the first day of travel, if the travel commences after 9.30 am;
 - (ii) the dinner meal will not be included in the Travel Allowance, on the last day of travel, if the travel ceases (returns home) before 5.30 pm.
- (c) An additional Travel Allowance to cover the cost of accommodation, when necessary, will be paid as per Schedule 3.
- (d) The employee will not be entitled to reimbursement for expenses referred to in clauses 5.3.3(b) and (c) which exceed the standard of accommodation or price of meals as stated in Schedule 3, for these purposes.
- (e) Where an employee is required to work at a place away from their normal place of work, all time reasonably spent travelling to and from the place of work will be credited at their ordinary rate of pay.

5.3.4 Meal allowance and overtime

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid the meal allowance prescribed, as set out in Schedule 3, in addition to any overtime payment as follows:
 - (i) when required to work after the usual finishing hour of work beyond one hour;
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance as prescribed will be paid.
- (b) Clause 5.3.4(a) will not apply when an employee could reasonably return home for a meal within the meal break.

5.3.5 Telephone Expenses – Reimbursement

- (a) Where a company mobile phone is not available, reimbursement for an employee's private telephone rental and call charges incurred for official calls may be reimbursed according to the following criteria:
 - (i) when employees are directly involved in emergencies concerning life and/or property, including the emergency maintenance of plant equipment; or
 - (ii) when employees need to be available either for public contact or to support clinic service operations outside of normal working hours.
- (b) Reimbursement for telephone rental should be limited to the basic service and equipment charge, unless other circumstances exist that require employees to have extra connections or equipment necessary.
- (c) With respect to the reimbursement of call charges, it should be ensured that appropriate recording procedures are introduced to ensure that official call charges are reimbursed.
- (d) A detailed list of approved employees showing why they are eligible for reimbursement should be maintained. Such eligibility should be reviewed upon vacancy of a position, or at least on an annual basis, or an employee being provided with a mobile telephone, by the Chief Executive Officer (or delegate).
- (e) Tax invoices or receipts, as appropriate, are to be provided by the employee as substantiation for amounts claimed.

5.3.6 Location Allowance - Removed

5.3.7 On call allowance

An on call allowance is paid to an employee who is directed by the employer to be on call. The employee is entitled to receive an additional amount as prescribed in Schedule 3 for each 24 hour period or part thereof.

5.3.8 First Aid Allowance

Employees who take on the responsibility of providing first aid to employees as a designated First Aider for **PWHSAC** will be paid a First Aid Allowance as per Schedule 3, and will be required to gain and/or maintain a current Senior First Aid Certificate. **PWHSAC** will pay for the cost of gaining and maintaining this Certificate.

5.3.9 Adjusted annually

All allowances in this Agreement will be adjusted on an annual basis, applying the National 8-Cities Average CPI for the September Quarter for the duration of this Agreement. The timing of such adjustments will coincide with the per annum increases to rates of pay, as per Schedule 1.

5.4 HIGHER DUTIES

An employee who is appointed by management, for three consecutive days or more during any pay period, to undertake duties carrying a higher rate of pay than their ordinary classification will be paid an allowance equal to the amount of the difference between their own ordinary rate of pay and the minimum ordinary rate of pay at the higher designation.

5.5 PAYMENT OF WAGES

5.5.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.

5.5.2 Employees will be paid by electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.

5.5.3 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee in the pay run immediately following the employee's last day of work.

5.6 WAGE INCREASES

5.6.1 Wage increases provided by this Agreement will be payable from the first full pay period commencing on or after approval of this Agreement by FWA, as per Schedule 1 – Wage Rates.

5.6.2 This sub-clause applies to "pegged employees". A "pegged employee" is an employee who is in receipt of a wage rate which has been pegged at a rate above that which is generally payable in relation to the employee's classification or position.

(a) A pegged employee will not be entitled to any percentage or other increase in wage rate by reason of this Enterprise Agreement, unless the increase to the substantive rate of pay for an employee's classification, or position, brings that rate up to an amount higher than the pegged rate. In that event, the increase payable will be the difference between the new substantive rate and the pegged rate.

(b) Once the rate of pay for a pegged employee's classification equals or exceeds the employee's pegged rate, the employee will, for all purposes, be regarded as not being subject to a pegged rate of pay.

5.7 SUPERANNUATION

- 5.7.1 Occupational Superannuation contributions will be paid by **PWHSAC** on behalf of the employee into either Statewide Superannuation or HESTA (Health Employees Superannuation Trust Australia) Superannuation being the employer's default funds, or an approved fund of the employee's choice.
- 5.7.2 Superannuation contributions will be calculated as per legislation, currently at 9.5% per annum, on "ordinary time earnings", which includes an employee's ordinary rate of pay, plus loadings, i.e. weekend and public holiday rates where the time worked is part of the employee's ordinary hours of work, and such ordinary time earnings will operate to provide a notional earnings base.

5.8 SALARY SACRIFICE ARRANGEMENTS

- 5.8.1 Salary Sacrificing under this Agreement allows the employee to voluntarily elect to receive a component, which will not exceed the gross figure of \$16,050 (which when grossed up equals \$30,000 as prescribed by the Australian Tax Office ATO), or such other amount as may be prescribed by the ATO from time to time, of their remuneration in a form other than take home pay.
- 5.8.2 Where an employee enters into a salary sacrifice arrangement with **PWHSAC** the employee will indemnify **PWHSAC** against any taxation liability arising from that arrangement.
- 5.8.3 **PWHSAC** will nominate a provider of salary sacrificing services to manage these arrangements. The employee will be responsible for the costs of managing these arrangements by the provider.
- 5.8.4 **PWHSAC** shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the employees under this agreement.
- 5.8.5 The employees will be offered the opportunity to choose from the list of benefits as defined by the provider, which will be paid by the employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by **PWHSAC**. The new gross salary is then subject to PAYG tax.
- 5.8.6 All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.
- 5.8.7 The employees covered under this Agreement will have access to salary sacrifice arrangements subject to the following provisions:
- (a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual employee.
 - (b) The employee wishing to enter into a salary sacrifice arrangement will be required to sign a document which indicates that:
 - they have sought expert advice in relation to entering into such an arrangement and;
 - they understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to **PWHSAC** does not increase.
 - If the employee elects to continue with sacrificing, the cost of the payment of the FBT will be passed back to the employee, or benefit items can be converted back to the agreed salary as per this Agreement.
 - that upon resignation or termination of employment the **PWHSAC** shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.
- 5.8.8 Benefits available to be packaged are as defined by the provider. Subject to the terms and conditions contained in this Enterprise Agreement, **PWHSAC** shall pay to an employee who requests this option during the duration of this Agreement an optional remuneration package equivalent to the weekly ordinary time wages otherwise payable consisting of:
- (a) a cash component within the limits (as described in paragraph 1) of the employee's ordinary time wages under this Agreement (paid monthly one fortnight in arrears) and;

(b) a benefit component of not more than the allowable amount of the employee's ordinary time wages under this Agreement.

5.8.9 Any agreement made pursuant to this Clause is terminable by either party providing at least 14 days notice of withdrawal from such agreement.

5.8.10 The cost of the administration of the salary packaging arrangement is to be borne by the employee and deducted from the employee's account each fortnight. These fees are determined on an annual basis by the administrative provider.

5.8.11 These arrangements are subject to the current legislation affecting salary packaging for Public Benevolent Institutions (PBI's) and may be negotiated accordingly.

5.9 PERFORMANCE IMPROVEMENT

5.9.1 This Agreement recognises that the employer's organisation will continue to evolve as a dynamic productive and customer responsive entity.

5.9.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.

5.9.3 In making and applying this Enterprise Agreement, the parties are committed to facilitating the implementation of initiatives aimed at achieving ongoing improvements in productivity and efficiency and enhanced performance of **PWHSAC**, including:

- (a) Facilitating ongoing improvements to service delivery and achievement of "best practice".
- (b) Facilitating the ongoing introduction of business reforms in agencies, including adoption and implementation of technologies such as e-learning, e-business and other technological advances.
- (c) Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices measures.
- (d) Supporting an agency requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
- (e) Facilitating an agency identifying trends and assessing their relevance to its operations.
- (f) Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making.

6 - HOURS OF WORK AND RELATED MATTERS

6.1 ORDINARY HOURS OF WORK AND ROSTERING

6.1.1 The ordinary hours of work for a full-time employee will be an average of 75 hours per fortnight. Reasonable additional ordinary hours of work per fortnight may be required from time to time.

6.1.2 Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.

6.1.3 Swapping or changing ordinary hours

(a) With the approval of the employer, employees may swap or change their ordinary rostered hours with another employee, or to another time of the day or another day of the week as may suit the employee for that instance.

(b) Where the swapping or changing of hours by mutual agreement adds to a part-time employee's ordinary hours of work, any additional hours worked will be paid at ordinary time.

(c) At no time shall an employee's rostered hours, plus any additional hours worked in accordance with 6.1.3(a) average more than 37.5 hours worked in any one week or 75 hours worked in any one fortnight.

(d) Notwithstanding sub clauses 6.1.3(b) and (c), where a part-time employee's hours worked per day exceed the ordinary hours for a full-time employee, those excessive hours will be paid at the appropriate overtime rate.

(e) Any changes effected under clause 6.1.3 will be recorded on the employee's time sheet.

6.1.4 Flexitime

Employees may be approved, subject to operational needs, to work under flexitime arrangements within the span of 745am-545pm. Flexitime allows the employee to manage his/her own hours within the nominated span to an average of 150 hours over a four week cycle. Where an agreement has been reached for an employee to work under a flexitime arrangement, the maximum number of flexitime hours that can transferred into another four week cycle is 10 hours.

6.2 SPAN OF HOURS

6.2.1 Unless otherwise stated, the ordinary hours of work for an employee will be worked between 7.00 am and 7.00 pm Monday to Friday.

6.3 BREAKS

6.3.1 Meal Breaks

(a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.

(b) Where an employee is directed by the employer to remain on the premises during a meal break, the duration of the meal break will be paid at the employee's overtime rate of pay.

(c) The time of taking the meal break may be varied by agreement between the employer and employee.

(d) A shift worker on continuous work is entitled to a break for a meal without pay or a paid crib break of 20 minutes, as determined by the employer, after five hours have elapsed from the recognised starting time.

(e) An employee working more than four hours overtime will be entitled to a paid rest break of 20 minutes after each four hours, while on overtime duty. This break will be paid at ordinary time rates of pay.

6.3.2 Tea Breaks

- (a) Two separate 15 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.5 hours or more.
- (b) Where less than 7.5 ordinary hours are worked, employees will be allowed one 15 minute interval.
- (c) Tea breaks will count as time worked.

6.4 OVERTIME AND PENALTY RATES

6.4.1 Time off instead of payment for overtime (TOIL)

TOIL is at the request of the employee but is the preferred method of compensating employees for any overtime hours worked, however, an employee is entitled to payment rather than TOIL.

- (a) All overtime worked must be authorised by the employee's immediate manager prior to being undertaken. If this is not possible, e.g. responding to an emergency, then the reason for overtime must be provided in writing to the manager for authorisation before any TOIL or payment can be authorised.
- (b) Overtime to be taken as time off will be recorded and subsequently taken at the time rate equivalent to the overtime rate applicable when the work was performed, eg one hour overtime worked on a Saturday would equate to one and a half hours taken as TOIL.
- (c) TOIL will be paid at the ordinary rate of pay except where overtime is directed by the employer in which case TOIL will be calculated at the applicable overtime rate, for example 2 hours of overtime may equate to 3 hours of TOIL.
- (d) A maximum of 37.5 hours can be banked as TOIL at any given time.

6.4.2 Overtime rates

- (a) Where payment of overtime has been agreed between the employer and the employee, the following overtime rates will be paid:
 - (i) in excess of the number of hours fixed as a day's, a week's or a fortnight's work as the case may be—time and a half for the first three hours and double time thereafter;
 - (ii) outside the span of hours in clause 6.2—time and a half for the first three hours and double time thereafter;
 - (iii) outside a spread of nine hours from the time of commencing work by an employee rostered to work broken shifts—time and a half; and
 - (iv) outside a spread of 12 hours from the time of commencing work by an employee rostered to work broken shifts—double time.
- (b) Any period of overtime involving a recall to duty during an off duty period and which is not continuous with the next succeeding rostered period of duty will be paid at a minimum of three hours at the appropriate overtime rate.
- (c) An employee required to work overtime on a Saturday, Sunday or public holiday, will be afforded at least four hours' work or paid for four hours' work at the appropriate rate, except where such overtime is continuous with overtime commenced on the previous day.

6.4.3 Rest period after overtime

- (a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least 10 consecutive hours off duty will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during this absence.
- (b) If, on the instructions of the employer, the employee resumes or continues work without having had 10 hours off duty, the employee will be paid at the rate of double time until they are released from duty for such a period. The employee is then entitled to be absent until they

have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.4.4 Recall to work overtime

- (a) An employee who is recalled to work overtime during an off duty period and which is not continuous with the next succeeding rostered period of duty will be paid for a minimum of three hours' work at the appropriate overtime rate.
- (b) Clause 6.4.4(a) will not apply:
 - (i) in cases where it is customary for an employee to return to the employer's premises for periods not exceeding 30 minutes each to perform a specific job outside their ordinary working hours in which case the employee will be paid for a minimum of one hour's work at the appropriate rate for each time the employee is so recalled; or
 - (ii) where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time.
- (c) Travel time, from the employee's home to the place where the work is to be performed, will be paid at ordinary rates of pay.

6.4.5 Recall to work when on call

- (a) An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of three hours' work at the appropriate overtime rate.
- (b) Clause 6.4.5(a) will not apply in cases where it is customary or necessary for an employee to return to the employer's premises for periods not exceeding 30 minutes each to perform a specific task outside their ordinary working hours in which case the employee will be paid for a minimum of one hour's work at the appropriate rate for each time the employee is so recalled.

6.5 SHIFT WORK

- 6.5.1 Where the ordinary rostered hours of work of an employee **finish** between 7.00 pm and 7.00 am, the employee will be paid an additional loading of 15% of their ordinary rate of pay.
- 6.5.2 Where the ordinary rostered hours of work of an employee **commence** between 7.00 pm and 7.00 am, the employee will be paid an additional loading of 20.5% of their ordinary rate of pay.
- 6.5.3 Where a shift worker is required to work ordinary hours continuously for a period exceeding four weeks on a shift wholly within the hours of 7.00 pm and 7.00 am the employee will be paid with respect to that shift an additional 30% of the employee's ordinary rate of pay for that shift.
- 6.5.4 A shift worker will be paid the rate of 50% additional to the ordinary rate of pay for all rostered time of ordinary duty performed on a Saturday.
- 6.5.5 A shift worker will be paid at the rate of 100% additional to the ordinary rate of pay for all rostered time of ordinary duty performed on a Sunday.
- 6.5.6 **Ordinary rate** will not include any percentage addition by reason of the fact that an employee is a casual employee. That is, the shift penalty is calculated upon the ordinary rate, prior to the addition of the relevant casual loading.
- 6.5.7 The whole of a shift will be deemed to be worked on the day on which the shift commenced.

6.6 WORKLIFE FLEXIBILITY

6.6.1 Voluntary flexible working arrangements (VFWA)

The parties acknowledge the mutual benefit to the employer and the employee of VFWA to balance work and other family or personal commitments.

- 6.6.2 The employee will apply in writing for consideration to enter into a VFWA, the details of which must be included in the application. VFWAs may take the form of, but are not limited to, compressed work hours in a week; late start/late finish; early start/early finish; a reduction in number of hours worked per week on a temporary basis, for a specified period of time.
- 6.6.3 The employer will consider an employee's request to participate in a VFWA, having regard both to the operational needs of the organisation, and the employee's circumstances.
- 6.6.4 This clause applies for the period an employee participates in a VFWA.
- (a) Subject to this clause, the wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted if necessary to take account of the VFWA in which the employee is participating, notwithstanding any other provision, or Schedule of, this Agreement.

6.7 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

6.7.1 An employee who is a parent, or has responsibility for the care, of a child may request the employer for a change in working arrangements to assist the employee to care for the child if the child:

- (a) is under school age; or
- (b) is under 18 and has a disability.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

6.7.2 The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- (b) for a casual employee—the employee:
 - is a long term casual employee of the employer immediately before making the request; and
 - has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

6.7.3 The request must be in writing; and set out details of the change sought and of the reasons for the change.

6.7.4 Responding to the request

- (a) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- (b) The employer may refuse the request only on reasonable business grounds.
- (c) If the employer refuses the request, the written response under sub clause 6.7.4(a) must include details of the reasons for the refusal.

7 - LEAVE AND PUBLIC HOLIDAYS

7.1 ANNUAL LEAVE

7.1.1 Entitlement to annual leave (other than a casual employee)

- (a) An employee shall be entitled to four (4) weeks annual leave for each year of service.
- (b) An employee who is a shift worker is entitled to five (5) weeks annual leave for each completed year of continuous service.
- (c) **Definition of a shift worker**

For the purpose of annual leave, a shift worker is defined as an employee who is regularly rostered to work ordinary shifts on Sundays and public holidays (that is, not less than 10 in any 12 month period).

7.1.2 Taking of leave

- (a) Annual leave should be taken in the year accrued, or must be taken during the immediate following year.
- (b) Variations of clause 7.1.2(a) may only occur by mutual agreement between employer and employee where special circumstances exist.

7.1.3 Payment for annual leave

An employee will be paid, when taking annual leave, the amount of wages they would have received for ordinary time worked had they not been on leave during that period. Leave payments will be made in line with the usual pay days that occur during the period of leave being taken, unless agreed otherwise between the employer and employee prior to the commencement of that leave.

7.1.4 Annual leave loading

- (a) In addition to their ordinary pay, an employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary pay.
- (b) Shift workers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (c) Leave loading will be paid on the occasion of leave being taken.

7.1.5 Public holidays falling during annual leave

Annual leave will be exclusive of any public holidays prescribed in Clause 7.2.1 of this Agreement.

7.1.6 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave or pro rata leave, plus the appropriate leave loading. Leave loading will be calculated only at 17.5% of the ordinary rate of pay.

7.2 PUBLIC HOLIDAYS

7.2.1 Prescribed Public Holidays in this Agreement are as follows:

New Year's Day;
Australia Day;
Good Friday;
the day after Good Friday;
Easter Monday;
Anzac Day;
Queen's Birthday;
Labour Day;
Christmas Day;
Boxing Day (26 December),

and any other day which by proclamation or Act of State or Federal Parliament may be declared a Public Holiday or any other day which may be substituted for any such day.

7.2.2 Payment for working on public holidays

Any employee required to work on a public holiday will be compensated financially as follows:

- (a) payment at the rate of double time and a half for all time worked.
- (b) Shift workers who work a night shift which commences on the next following day, the public holiday shift will be regarded as being the shift on which more than half of the total rostered shift hours fall on the public holiday.
- (c) Where an employee is absent from employment on the day before or the day after the public holiday without a medical certificate or prior approval, the employee shall not be entitled to payment for the public holiday. Where an employee claims for a day of Personal Leave, a medical certificate must be provided for that day.
- (d) An employee who has qualified for an additional day's pay is to be paid for the time that they would have usually worked on that day of the week on which the public holiday falls.
- (e) When Christmas Day, ie 25 December, falls on a Saturday or a Sunday, the rate of double time and a half will be paid for all time worked, regardless of a substitute day being proclaimed.

7.2.3 Public holiday substitution

An employer and a majority of all employees may, by agreement, substitute another day for a public holiday.

7.2.4 Public holidays occurring on rostered days off

- (a) All full-time and part-time employees who are rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.
- (b) All part-time employees whose regular rostered days off include a public holiday will not be paid for that day.

7.2.5 Limit on Public Holiday Work

An employee may be required to work on public holidays as part of their normal working arrangements, provided that generally an employee should not be required to work more than 7 public holidays in any one calendar year except with the agreement of the employee or in unavoidable circumstances.

7.2.6 Sick Leave and Public Holiday Work

Where an employee is rostered to work a shift on a public holiday for the whole of their usual daily working hours, and takes sick leave for all or part of that shift, they shall receive public holiday penalty rates (or payment and additional time off in lieu as per (ii) above) in respect of the time actually worked. The remainder of the shift shall be taken as sick leave which is paid at ordinary time rates, in accordance with sub-clause 7.4.3.

7.3 PERSONAL LEAVE (sick leave and carer's leave)

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 7.5.9.

7.3.1 Definitions

The term **immediate family** includes:

- (a) spouse (including a de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her husband or wife or same-sex partner on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee;
- (c) A person with whom the employee has established an enduring relationship and for whom the employee has become the person to deliver physical and/or emotional support i.e. the primary relationship of the employee; or
- (d) as otherwise provided by the relevant legislation

7.3.2 Amount of paid personal leave

- (a) Paid personal leave will be available to an employee, other than a casual employee, when they are absent:
 - (i) due to personal illness or injury; or
 - (ii) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires the employee's care due to an unexpected emergency.
- (b) Entitlement to paid personal/carer's leave is accumulative each year on the following bases:
 - (i) Full-time employees will be entitled 12 days (or the equivalent hours) per annum;
 - (ii) Part-time employees will be entitled to 10 days (or the equivalent hours) per annum.

7.3.3 Payment of Personal leave

- (a) The employee is entitled to payment for a period of personal leave in accordance with the Fair Work Act 2009.
- (b) If in accordance with this clause, an employee takes a period of paid personal/carer's leave, the employer will pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours of work, plus any location allowance if entitled, in the period.

7.3.4 Personal leave for personal injury or sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

7.3.5 Personal leave to care for an immediate family or household member

- (a) Subject to 7.3.5(b) an employee is entitled to use entitled personal leave, including accrued leave each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

- (b) The entitlement in 7.3.5(a) is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.
- (c) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 7.3.5(a) beyond the relevant limit set out in 7.3.5(a). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

7.3.6 Employee must give notice

- (a) The employee must, as soon as reasonably practicable on the first day of such absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence.
- (b) When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
 - (i) Notice prior to the absence of the intention to take leave
 - (ii) The name of the person requiring care and support and their relationship to the employee;
 - (iii) The reasons for taking such leave; and
 - (iv) The estimated length of absence.

7.3.7 Evidence supporting claim

- (a) When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.
- (b) However, sub-clause 7.3.7(a) notwithstanding, after three consecutive work days of absence, due to personal injury or illness, a medical certificate or statutory declaration, must be provided to the employer.
- (c) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- (d) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

7.3.8 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 15 hours) of unpaid leave per occasion, provided the requirements of 7.3.5(a) and 7.3.5(b) are met.

7.3.9 Casual employees

- (a) Employees may be absent from work:
- (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death of an immediate family or household member.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

7.4 COMPASSIONATE LEAVE

7.4.1 Paid Compassionate leave entitlement

An employee is entitled to a period of 2 days compassionate leave for each occasion when a member of the employee's immediate family or household:

- contract or develops a personal illness that poses a serious threat to his or her life; or
- sustains a personal injury that poses a serious threat to his or her life; or
- dies.

Evidence that is reasonably required of the illness, injury or death must be given by the employee to the employer if so requested.

Compassionate leave is able to be taken as follows:

- a single unbroken period of 2 days; or
- 2 separate periods of 1 day each; or
- any separate periods to which the employee and his or her employer agree.

An employee is entitled to take compassionate leave at any time while the illness or injury persists.

The employee is entitled to payment for a period of compassionate leave in accordance with the Act.

7.4.2 Unpaid Compassionate leave entitlement

An employee may take unpaid compassionate leave by agreement with the employer.

7.5 PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, partner and adoption leave and to work part-time in connection with the birth or adoption of a child provided that the eligible employee completes at least 12 months of continuous service prior to date of birth or date of placement.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

7.5.1 Definitions

- (a) **Adoption** includes the placement of a child under the age of 16 with a person in anticipation of, or for the purposes of adoption.
- (b) For the purpose of this clause **child** means a child of the employee under school age except for adoption of a child where 'child' means a person under the age of 16 who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

Meaning of birth-related leave

- (c) **Birth-related leave** means leave of either of the following kinds:
 - (i) unpaid parental leave taken in association with the birth of a child (see section 7.5.2);
 - (ii) unpaid special maternity leave (see section 7.5.12).

Meaning of adoption-related leave

- (d) **Adoption-related leave** means leave of either of the following kinds:
 - (i) unpaid parental leave taken in association with the placement of a child for adoption (see section 7.5.2);
 - (ii) unpaid pre-adoption leave (see section 7.5.17).

Meaning of day of placement

- (e) The **day of placement**, in relation to the adoption of a child by an employee, means the earlier of the following days:
 - (i) the day on which the employee first takes custody of the child for the adoption;
 - (ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

7.5.2 Entitlement to unpaid parental leave

- (a) An employee is entitled to 12 months of unpaid parental leave if:
 - (i) the leave is associated with:
 - the birth of a child of the employee or the employee's spouse or de facto partner; or
 - the placement of a child under the age of 16 with the employee for adoption; and
 - (ii) the employee has or will have a responsibility for the care of the child.
- (b) The 12 months is reduced by the amount of any unpaid special maternity leave the employee has taken (see subsection 7.5.12g)

7.5.3 The period of leave—other than for members of an employee couple who each intend to take leave

Application of this section

- (a) This section applies to an employee who intends to take unpaid parental leave if:
 - (i) the employee is not a member of an employee couple; or
 - (ii) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave.

Leave must be taken in single continuous period

- (b) The employee must take the leave in a single continuous period.

Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 7.5.11).

When birth-related leave must start

- (c) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child.
- (d) If the leave is birth-related leave but subsection (c) does not apply, the period of leave must start on the date of birth of the child.

When adoption-related leave must start

- (e) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

Leave may start later for employees whose spouse or de facto partner is not an employee

- (f) Despite subsections (c) to (e), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:
- (i) the employee has a spouse or de facto partner who is not an employee; and
 - (ii) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

Note: An employee whose leave starts under subsection (f) is still entitled under section 7.5.8 to request an extension of the period of leave beyond his or her available parental leave period. However, the period of leave may not be extended beyond 24 months after the date of birth or day of placement of the child (see subsection 7.5.8(f)).

7.5.4 The period of leave—members of an employee couple who each intend to take leave

Application of this section

- (a) This section applies to an employee couple if each of the employees intends to take unpaid parental leave.

Leave must be taken in single continuous period

- (b) Each employee must take the leave in a single continuous period.

Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 7.5.11).

When birth-related leave must start

- (c) If the leave is birth-related leave:
- (i) one employee's period of leave must start first, in accordance with the following rules:
 - if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child;
 - if the first dot point of this clause does not apply—the period of leave must start on the date of birth of the child; and
 - (ii) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 7.5.7 or 7.5.8).

When adoption-related leave must start

- (d) If the leave is adoption-related leave:
- (i) one employee's period of leave must start on the day of placement of the child; and
 - (ii) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 7.5.7 or 7.5.8).

Limited entitlement to take concurrent leave

- (e) If one of the employees takes a period (the **first employee's period of leave**) of unpaid parental leave in accordance with paragraph (c)(i) or (d)(i), the other employee may take a period of unpaid parental leave (the **concurrent leave**) during the first employee's period of leave, if the concurrent leave complies with the following requirements:
- (i) the concurrent leave must be for a period of 3 weeks or less;
 - (ii) unless the employer agrees as referred to in paragraph (c), the concurrent leave must not start before, and must not end more than 3 weeks after:
 - if the leave is birth-related leave—the date of birth of the child; or
 - if the leave is adoption-related leave—the day of placement of the child;
 - (iii) if the employer agrees, the concurrent leave may (subject to paragraph (i)):
 - start earlier than is permitted by paragraph (ii); or
 - end up to 3 weeks later than is permitted by paragraph (ii).
- (f) Concurrent leave taken by an employee:
- (i) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (b)); and
 - (ii) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsection (c) or (d)).

Note: The concurrent leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 7.5.2.

7.5.5 Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth

Employer may ask employee to provide a medical certificate

- (a) If a pregnant employee who is entitled to unpaid parental leave (whether or not she has complied with section 7.5.6) continues to work during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):
- (i) a statement of whether the employee is fit for work;
 - (ii) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:
 - illness, or risks, arising out of the employee's pregnancy; or
 - hazards connected with the position.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

Employer may require employee to take unpaid parental leave

- (b) The employer may require the employee to take a period of unpaid parental leave (the **period of leave**) as soon as practicable if:

- (i) the employee does not give the employer the requested certificate within 7 days after the request; or
- (ii) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or
- (iii) the following subparagraphs are satisfied if:
 - within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subparagraph (a)(ii);
 - section 7.5.13 does not apply to the employee.

Note: If the medical certificate contains a statement as referred to in subparagraph (b)(i) and section 81 applies to the employee, the employee is entitled under that section to be transferred to a safe job, or to paid no safe job leave.

When the period of leave must end

- (c) The period of leave must not end later than the earlier of the following:
 - (i) the end of the pregnancy;
 - (ii) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.

Special rules about the period of leave

- (d) The period of leave:
 - (i) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subsection 7.5.3(b) or 7.5.4(b)); and
 - (ii) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsections 7.5.3(c) and (f), or subsection 7.5.4(c)).

Note: The period of leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 7.5.2.

- (e) The employee is not required to comply with section 7.5.4 in relation to the period of leave.

7.5.6 Notice and evidence requirements

Notice

- (a) An employee must give his or her employer written notice of the taking of unpaid parental leave under section 7.5.3 or 7.5.4 by the employee.
- (b) The notice must be given to the employer:
 - (i) at least 10 weeks before starting the leave; or
 - (ii) if that is not practicable—as soon as practicable (which may be a time after the leave has started).
- (c) The notice must specify the intended start and end dates of the leave.

Confirmation or change of intended start and end dates

- (d) At least 4 weeks before the intended start date specified in the notice given under subsection (a), the employee must:
 - (i) confirm the intended start and end dates of the leave; or
 - (ii) advise the employer of any changes to the intended start and end dates of the leave; unless it is not practicable to do so.

Evidence

- (e) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:
- (i) if the leave is birth-related leave—of the date of birth, or the expected date of birth, of the child; or
 - (ii) if the leave is adoption-related leave:
 - of the day of placement, or the expected day of placement, of the child; and
 - that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.
- (f) Without limiting subsection (e), an employer may require the evidence referred to in paragraph (e)(i) to be a medical certificate.

Compliance

- (g) An employee is not entitled to take unpaid parental leave under section 7.5.3 or 7.5.4 unless the employee complies with this section.

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

7.5.7 Extending period of unpaid parental leave—extending to use more of available parental leave period

Application of this section

- (a) This section applies if:
- (i) an employee has, in accordance with section 7.5.6, given notice of the taking of a period of unpaid parental leave (the **original leave period**); and
 - (ii) the original leave period is less than the employee's available parental leave period; and
 - (iii) the original leave period has started.
- (b) The employee's **available parental leave period** is 12 months, less any periods of the following kinds:
- (i) a period of concurrent leave that the employee has taken in accordance with subsection 7.5.4(e);
 - (ii) a period of unpaid parental leave that the employee has been required to take under subsection 7.5.5(b) or 7.5.14(b);
 - (iii) a period by which the employee's entitlement to unpaid parental leave is reduced under paragraph 7.5.8(f)(iii);
 - (iv) a period of special maternity leave that the employee has taken.

First extension by giving notice to employer

- (c) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.
- (d) Only one extension is permitted under subsection (c).

Further extensions by agreement with employer

- (e) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.

No entitlement to extension beyond available parental leave period

- (f) The employee is not entitled under this section to extend the period of unpaid parental leave beyond the employee's available parental leave period.

7.5.8 Extending period of unpaid parental leave—extending for up to 12 months beyond available parental leave period

Employee may request further period of leave

- (a) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.

Making the request

- (b) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.

Agreeing to the requested extension

- (c) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- (d) The employer may refuse the request only on reasonable business grounds.
- (e) If the employer refuses the request, the written response under subsection (c) must include details of the reasons for the refusal.

Special rules for employee couples

- (f) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:
 - (i) the request must specify any amount of unpaid parental leave and unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
 - (ii) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave or unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
 - (iii) the amount of unpaid parental leave to which the other member of the employee couple is entitled under section 7.5.2 in relation to the child is reduced by the period of the extension.

No extension beyond 24 months after birth or placement

- (g) Despite any other provision of this Division, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

7.5.9 Reducing period of unpaid parental leave

If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.

7.5.10 Employee who ceases to have responsibility for care of child

- (a) This section applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.
- (b) The employer may give the employee written notice requiring the employee to return to work on a specified day.

- (c) The specified day:
 - (i) must be at least 4 weeks after the notice is given to the employee; and
 - (ii) if the leave is birth-related leave taken by a female employee who has given birth—must not be earlier than 6 weeks after the date of birth of the child.
- (d) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

7.5.11 Interaction with paid leave

- (a) This Subdivision (except for subsections (b) and (c)) does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

Note: For example, if the employee has paid annual leave available, he or she may (with the employer's agreement) take some or all of that paid annual leave at the same time as the unpaid parental leave.

- (b) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.
- (c) An employee is not entitled to any payment under Clause 7.7 (which deals with community service leave) in relation to activities the employee engages in while taking unpaid parental leave.

7.5.12 Unpaid special maternity leave

Entitlement to unpaid special maternity leave

- (a) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:
 - (i) she has a pregnancy-related illness; or
 - (ii) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

Note: Entitlement is also affected by section 7.5(a) (which deals with the length of the employee's service).

The employee may still use any accrued Personal Leave for the purposes of clause 7.5.12(a) (i) or (ii).

Notice and evidence

- (b) An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.
- (c) The notice:
 - (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the employer of the period, or expected period, of the leave.
- (d) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subsection (a).
- (e) Without limiting subsection (d), an employer may require the evidence referred to in that subsection to be a medical certificate.
- (f) An employee is not entitled to take unpaid special maternity leave unless the employee complies with subsections (b) to (d).

Taking of special maternity leave reduces entitlement to unpaid parental leave

- (g) A female employee's entitlement to 12 months of unpaid parental leave associated with the birth of a child (see section 7.5.2) is reduced by the amount of any unpaid special maternity leave taken by the employee while she was pregnant.

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

7.5.13 Transfer to a safe job

Application of this section

- (a) This section applies to a pregnant employee if:
- (i) she is entitled to unpaid parental leave; and
 - (ii) she has already complied with the notice and evidence requirements of section 7.5.6 for taking unpaid parental leave; and
 - (iii) she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the **risk period**) because of:
 - illness, or risks, arising out of her pregnancy; or
 - hazards connected with that position.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

- (b) Without limiting paragraph (a)(iii), an employer may require the evidence referred to in that paragraph to be a medical certificate.

Employee entitled to appropriate safe job or paid no safe job leave during risk period

- (c) If this section applies to an employee:
- (i) if there is an appropriate safe job available—the employer must transfer the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment; or
 - (ii) if there is no appropriate safe job available—the employee is entitled to take paid no safe job leave for the risk period.
- (d) An **appropriate safe job** is a safe job that has:
- (i) the same ordinary hours of work as the employee's present position; or
 - (ii) a different number of ordinary hours agreed to by the employee.

Payment to employee if transferred to appropriate safe job

- (e) Without limiting paragraph (c)(i), if the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

Payment to employee if on paid no safe job leave

- (f) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.

Risk period ends if pregnancy ends

- (g) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

7.5.14 Employee on paid no safe job leave may be asked to provide a further medical certificate

Employer may ask employee to provide a medical certificate

- (a) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate stating whether the employee is fit for work.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

Employer may require employee to take unpaid parental leave

- (b) The employer may require the employee to take a period of unpaid parental leave (the **period of leave**) as soon as practicable if:

- (i) the employee does not give the employer the requested certificate within 7 days after the request; or
- (ii) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.

Entitlement to paid no safe job leave ends

- (c) When the period of leave starts, the employee's entitlement to paid no safe job leave ends.

When the period of leave must end etc.

- (d) Subsections 7.5.5(c), (d) and (e) apply to the period of leave.

7.5.15 Consultation with employee on unpaid parental leave

- (a) If:

- (i) an employee is on unpaid parental leave; and
- (ii) the employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position;

the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

- (b) The employee's **pre-parental leave position** is:

- (i) unless paragraph (a)(ii) applies, the position the employee held before starting the unpaid parental leave; or
- (ii) if, before starting the unpaid parental leave, the employee:
- was transferred to a safe job because of her pregnancy; or
 - reduced her working hours due to her pregnancy;

the position the employee held immediately before that transfer or reduction.

7.5.16 Return to work guarantee

On ending unpaid parental leave, an employee is entitled to return to:

- (a) the employee's pre-parental leave position; or
- (b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

7.5.17 Unpaid pre-adoption leave

Entitlement to unpaid pre-adoption leave

- (a) An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.

Note: Entitlement is also affected by subsection 7.5.1(b) (which deals with the age etc. of the adopted child).

- (b) However, an employee is not entitled to take a period of unpaid pre-adoption leave if:
 - (i) the employee could instead take some other form of leave; and
 - (ii) the employer directs the employee to take that other form of leave.
- (c) An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods to which the employee and the employer agree.

Notice and evidence

- (d) An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.
- (e) The notice:
 - (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the employer of the period, or expected period, of the leave.
- (f) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in subsection (a).
- (g) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with subsections (d) to (f).

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

7.5.19 Extending period of unpaid parental leave – extending for up to 12 months beyond available parental leave period

- (a) An employee who takes unpaid parental leave for his or her available parental leave period may request the employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.
- (b) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.
- (c) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- (d) The employer may refuse the request only on reasonable business grounds.
- (e) If the employer refuses the request, the written response must include details of the reasons for the refusal.
- (f) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:
 - (i) the request must specify any amount of unpaid parental leave and unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;

- (ii) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave or unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
- (iii) the amount of unpaid parental leave to which the other member of the employee couple is entitled in relation to the child is reduced by the period of the extension.

Despite any other provision the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

7.5.20 Paid Parental Leave

- (a) An eligible employee may be entitled to paid parental leave as provided for under the Federal Government's Paid Parental Leave Scheme.
- (b) An employee who is not a casual employee and who has completed 12 months continuous service prior to the expected date of birth or placement of a child is eligible to apply for 16 weeks employer paid parental leave.
- (c) An employee who, at the time of taking such paid parental leave, has been employed by the employer for not less than five years (including any periods of approved unpaid leave), will be entitled to 18 weeks employer paid parental leave.
- (d) An employee who is entitled to the employer paid parental leave as per (b) or (c) of this clause may negotiate with the employer on how these payments will be made.
- (e) Paid parental leave is granted to an employee on the following conditions:-
 - (i) Leave must be taken in a single unbroken period;
 - (ii) Unless additional leave is sought and granted, a combination of paid and unpaid leave must not exceed 52 weeks;
 - (iii) For paid adoption leave purposes, paid adoption leave is only available to the primary care giver who takes custody of the child.
 - (iv) It is to be paid at an employee's base rate of pay (i.e. no shift or public holiday penalties or allowances), and
 - (v) It is not to be extended by public holidays, or any other leave falling within the period of leave.
- (f) Part time employees are entitled to the same provisions as full time employees on a pro-rata basis according to contracted hours.
- (g) During periods of paid or unpaid maternity leave, personal (sick) leave with pay is not to be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by personal/carers leave to the extent available, subject to the unusual provisions relating to production of a medical certificate and the medical certificate indicates that the illness had arisen from the pregnancy.

7.6 COMMUNITY SERVICE LEAVE

7.6.1 Entitlement to be absent from employment for engaging in eligible community service activity

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (a) the period consists of one or more of the following:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity; and

- (b) unless the activity is jury service—the employee's absence is reasonable in all the circumstances.

7.6.2 Meaning of *eligible community service activity*

General

- (a) Each of the following is an **eligible community service activity**:
- (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (ii) a voluntary emergency management activity (see subsection (7.6.2(b))); or
 - (iii) an activity prescribed in regulations made for the purpose of subsection 7.6.2(d).

Voluntary emergency management activities – UNPAID Leave

- (b) An employee engages in a **voluntary emergency management activity** if, and only if:
- (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
 - (iv) either:
 - the employee was requested by or on behalf of the body to engage in the activity; or
 - no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (c) A **recognised emergency management body** is:
- (i) a body, or part of a body, that has a role or function under a plan that:
 - is for coping with emergencies and/or disasters; and
 - is prepared by the Commonwealth, a State or a Territory; or
 - (ii) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (iii) any other body, or part of a body, a substantial purpose of which involves:
 - securing the safety of persons or animals in an emergency or natural disaster; or
 - protecting property in an emergency or natural disaster; or
 - otherwise responding to an emergency or natural disaster; or
 - (iv) a body, or part of a body, prescribed by the regulations;
- but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.

Regulations may prescribe other activities

- (d) The regulations may prescribe an activity that is of a community service nature as an eligible community service activity.

7.6.3 Notice and evidence requirements

Notice

- (a) An employee who wants an absence from his or her employment to be covered by this Division must give his or her employer notice of the absence.
- (b) The notice:
 - (i) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
 - (ii) must advise the employer of the period, or expected period, of the absence.

Evidence

- (c) An employee who has given his or her employer notice of an absence under subsection 7.8.3(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

Compliance

- (d) An employee's absence from his or her employment is not covered by this Division unless the employee complies with this section.

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

Leave granted under this clause will be unpaid.

7.6.4 Payment to employees (other than casuals) on jury service

Application of this section

- (a) This section applies if:
 - (i) in accordance with this Division, an employee is absent from his or her employment for a period because of jury service; and
 - (ii) the employee is not a casual employee.

Employee to be paid base rate of pay

- (b) Subject to subsections 7.6.4(c), (d) and (e), the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

Evidence

- (c) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:
 - (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

- (d) If, in accordance with subsection 7.6.4(c), the employer requires the employee to give the employer the evidence referred to in that subsection:
 - (i) the employee is not entitled to payment under subsection 7.6.4(b) unless the employee provides the evidence; and
 - (ii) if the employee provides the evidence—the amount payable to the employee under subsection 7.6.4(b) is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.

Payment only required for first 10 days of absence

- (e) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:
- (i) the employer is only required to pay the employee for the first 10 days of absence; and
 - (ii) the evidence provided in response to a requirement under subsection 7.6.4(c) need only relate to the first 10 days of absence; and
 - (iii) the reference in subsection 7.6.4(d) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.

Meaning of jury service pay

- (f) **Jury service pay** means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.

Meaning of jury service summons

- (g) **Jury service summons** means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.

7.7 SPECIAL LEAVE

7.7.1 Special leave with pay

- (a) Special leave with pay will only be granted with the approval of the CEO and will not exceed 15 days per year and is non-accumulative.
- (b) Whether this type of leave is granted or not will be based on the employee's circumstances for requiring such special leave with pay, and the needs of the business at that time. Special leave with pay is not an automatic right

Special leave with pay can be granted for, but is not limited to, the following reasons:

- **Travel Days:** Up to two days per occasion may be taken for the purposes of travelling to attend medical appointments that are located at a distance greater than 100km from Port Augusta.
-

7.7.2 Special leave without pay

Special Leave without pay will only be granted with the approval of the CEO and will depend on the needs of the business at the time, and the circumstances of the employee.

7.8 CEREMONIAL AND CULTURAL LEAVE

Employees may access their accrued leave entitlement for the purpose of ceremonial and cultural leave, provided that where the employees accrued leave is exhausted, then leave under this provision will be unpaid.

7.8.1 Ceremonial Leave

An Aboriginal or Torres Strait Islander employee, who is legitimately required by traditional law practices to be absent from work for ceremonial, cultural or community purposes, is entitled to a maximum of 10 days of leave per annum that may be taken as Ceremonial Leave. Approval must be sought and given by the Chief Executive Officer prior to taking such leave and, if requested by the employer, evidence, the form of which will be stipulated at the time, must be provided by the employee.

7.8.2 Cultural Leave

An employee who has immigrated to Australia and is legitimately required by the traditions of their country of birth to be absent from work for ceremonial, cultural or community purposes may be granted

up to 10 days of leave per annum to be taken as Cultural Leave. Approval must be sought and given by the Chief Executive Officer prior to taking such leave and, if requested by the employer, evidence, the form of which will be stipulated at the time, must be provided by the employee.

7.9 Long Service Leave

An employee will be entitled to long service leave in accordance with the provisions of the Long Service Leave Act (SA) 1987. A worker who has 10 years or more service is entitled to 13 weeks leave in respect to the first 10 years and 1.3 weeks leave in respect of each subsequent year. An employee who has completed 7 years service but less than 10 years of service is, on termination of the employee's service, entitled to a payment equal to the monetary equivalent of 1.3 weeks leave in respect of each completed year of service.

8 – TRAINING AND DEVELOPMENT & WORK HEALTH AND SAFETY

8.1 STAFF TRAINING/PROFESSIONAL DEVELOPMENT


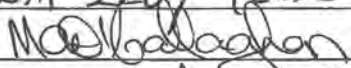
- 8.1.1** The parties are committed to, and acknowledge the mutual benefit to the employer and employee of planned human resource development and the provision and participation in relevant development opportunities (including accredited training).
- 8.1.2** All staff will be paid for mandatory education hours, and elective in-service, at the following rates:
- (a) Employees who are rostered on duty at the nominated time of training will be paid for the duration of the training as if they had worked, i.e. ordinary rate plus penalties where applicable.
 - (b) Employees who are rostered off duty, and attend training as requested or required, will be paid at their ordinary rate of pay only for the duration of the training, including travel time to/from place of training.
- 8.1.3** Relevant external education will be funded by negotiation, in relation to hours paid, registration fees and travelling costs.

8.2 WORK HEALTH AND SAFETY

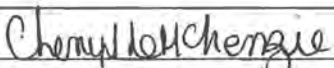
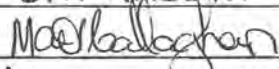
- 8.2.1** The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 8.2.2** The employer will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- (a) Improve workplace health and safety;
 - (b) Improve return to work performance; and
 - (c) Reduce human and workplace costs of injury and illness.
- 8.2.3** The parties will work towards achieving and maintaining applicable workplace health and safety, and injury management standards and practices, including:
- Ensuring understanding of the importance of systematically managing WHS in all work activities and workplaces through consultative processes.
 - Supporting and engendering a safety culture within agencies that promotes the adoption of safe work practices.
 - Achieving continuous improvement, and best practice, in workplace health and safety, and injury management performance.
 - Introduction and maintenance of monitoring and reporting systems.
 - Introduction and implementation of more flexible "return to work" options aimed at improving return to work performance.
 - A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
 - Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees.
 - Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
- 8.2.4** In establishing and maintaining a safe and healthy work environment, the employer will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.

9 - SIGNATORIES


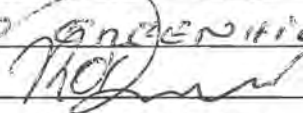
SIGNED ON BEHALF OF THE EMPLOYER

Signature:	
Date:	13th December 2016
Name in Full:	ANN FRANKLIN MORRIS
Position:	CHIEF EXECUTIVE OFFICER
Address:	P.O. BOX 2269 (LOT 3 EYRE HWY) PORT AUGUSTA SA
Witness Signature:	
Name in Full:	MOIRA ANNE O'CALLAGHAN

SIGNED ON BEHALF OF UNION - HSUSA Representative (Employee)

Signature:	
Date:	13th December 2016
Name in Full:	CHERYL MCKENZIE
Position:	MANAGER, CHSP
Address:	40 DARTMOUTH STREET, PORT AUGUSTA SA 5200
Witness Signature:	
Name in Full:	MOIRA ANNE O'CALLAGHAN

SIGNED ON BEHALF OF ~~EMPLOYEES~~ UNION - HSUSA Representative

Signature:	
Date:	22-12-2016
Name in Full:	JORGE NAVAS
Position:	STATE SECRETARY HSUSA/NT
Address:	170 GARDENHILL RD, PARKSIDE 5063
Witness Signature:	
Name in Full:	Kerin Anne O'DONOHUE Senior Constable 6968/3 Proclaimed Police Officer South Australia Police



SCHEDULE 1

WAGE RATES

Operative Date: As per dates indicated in table below.

Aboriginal Health Workers

Classification	Increment	Current salary as at first pay period on, or after 1/07/16	First full pay period on, or after 1/07/17	First full pay period on, or after 1/07/18
AHW-1	1	\$41,602	\$42,538	\$43,495
	2	\$42,657	\$43,617	\$44,598
	3	\$43,813	\$44,798	\$45,806
	4	\$44,871	\$45,881	\$46,913
	5	\$45,927	\$46,961	\$48,017
	6	\$47,081	\$48,140	\$49,223
AHW-2	1	\$50,060	\$51,186	\$52,338
	2	\$52,122	\$53,294	\$54,494
	3	\$54,185	\$55,404	\$56,650
AHW-3	1	\$58,302	\$59,613	\$60,955
	2	\$60,361	\$61,719	\$63,107
	3	\$62,426	\$63,830	\$65,267
AHW-4	1	\$66,630	\$68,129	\$69,662
	2	\$68,170	\$69,704	\$71,272
	3	\$69,710	\$71,278	\$72,882
AHW-5	1	\$74,309	\$75,981	\$77,690
	2	\$77,151	\$78,887	\$80,661
	3	\$80,198	\$82,003	\$83,848
	4	\$83,240	\$85,113	\$87,028
AHW-6	1	\$86,086	\$88,023	\$90,003
	2	\$88,724	\$90,720	\$92,761
	3	\$91,365	\$93,420	\$95,522
AHW-7	1	\$95,026	\$97,164	\$99,351
	2	\$97,796	\$99,996	\$102,246
	3	\$100,422	\$102,682	\$104,992
	4	\$103,150	\$105,471	\$107,844

Health Professionals

e.g. Psychologist, Podiatrist, Nutritionist, Social Worker, Physiotherapist, Pharmacist, Dietician

Classification	Increment	Current salary as at first pay period on, or after 1/07/16	First full pay period on, or after 1/07/17	First full pay period on, or after 1/07/18
HP-1	3yr Degree	\$59,128	\$60,458	\$61,818
	4yr Degree	\$61,816	\$63,207	\$64,629
	3	\$64,503	\$65,955	\$67,439
	4	\$68,535	\$70,077	\$71,653
	5	\$72,566	\$74,199	\$75,868
HP-2	1	\$76,598	\$78,321	\$80,083
	2	\$79,284	\$81,068	\$82,892
	3	\$82,309	\$84,161	\$86,054
	4	\$85,333	\$87,253	\$89,216
	5	\$88,692	\$90,687	\$92,728
HP-3	1	\$91,380	\$93,436	\$95,538
	2	\$94,068	\$96,185	\$98,349
	3	\$97,427	\$99,619	\$101,861
HP-4	1	\$100,786	\$103,054	\$105,372
	2	\$103,473	\$105,801	\$108,182
	3	\$106,498	\$108,895	\$111,345
	4	\$110,192	\$112,671	\$115,206
HP-5	1	\$112,880	\$115,420	\$118,017
	2	\$115,566	\$118,166	\$120,824
	3	\$119,576	\$122,267	\$125,018
	4	\$123,630	\$126,412	\$129,256
HP-6	1	\$135,748	\$138,803	\$141,926

Management Allowance HP-3; HP-4; HP-5 only \$2,030.00 per annum

Administrative Workers

Classification	Increment	Current salary as at first pay period on, or after 1/07/16	First full pay period on, or after 1/07/17	First full pay period on, or after 1/07/18
Admin-1	1	\$41,602	\$42,538	\$43,495
	2	\$42,657	\$43,617	\$44,598
	3	\$43,813	\$44,798	\$45,806
	4	\$44,871	\$45,881	\$46,913
	5	\$45,927	\$46,961	\$48,017
	6	\$47,081	\$48,140	\$49,223
Admin-2	1	\$50,060	\$51,186	\$52,338
	2	\$52,122	\$53,294	\$54,494
	3	\$54,185	\$55,404	\$56,650
Admin-3	1	\$58,302	\$59,613	\$60,955
	2	\$60,361	\$61,719	\$63,107
	3	\$62,426	\$63,830	\$65,267
Admin-4	1	\$66,630	\$68,129	\$69,662
	2	\$68,170	\$69,704	\$71,272
	3	\$69,710	\$71,278	\$72,882
Admin-5	1	\$74,309	\$75,981	\$77,690
	2	\$77,151	\$78,887	\$80,661
	3	\$80,198	\$82,003	\$83,848
	4	\$83,240	\$85,113	\$87,028
Admin-6	1	\$86,086	\$88,023	\$90,003
	2	\$88,724	\$90,720	\$92,761
	3	\$91,365	\$93,420	\$95,522
Admin-7	1	\$95,026	\$97,164	\$99,351
	2	\$97,796	\$99,996	\$102,246
	3	\$100,422	\$102,682	\$104,992
	4	\$103,150	\$105,471	\$107,844
Admin-8	1	\$107,090	\$109,499	\$111,963
	2	\$109,210	\$111,668	\$114,180
	3	\$111,334	\$113,839	\$116,401
MGR-1	1	\$99,577	\$101,817	\$104,108
MGR-2	1	\$105,170	\$107,536	\$109,956
MGR-3	1	\$113,357	\$115,908	\$118,516

Ancillary Workers:

Cleaner; Maintenance; Gardener; Cook/Kitchen; Transport/Driver

Ancillary Worker

e.g. cleaner, maintenance worker, gardener, cook/kitchen hand, transport/driver

Classification	Increment	Current salary as at first pay period on, or after 1/07/16	First full pay period on, or after 1/07/17	First full pay period on, or after 1/07/18
ANC-1	1	\$847.50	\$867.60	\$886.00
	2	\$858.40	\$877.60	\$897.30
	2	\$869.40	\$888.90	\$908.90
ANC-3	1	\$880.70	\$900.50	\$920.80
	2	\$891.00	\$911.00	\$931.50
ANC-4	1	\$901.30	\$921.50	\$942.30
	2	\$912.60	\$933.10	\$954.10

Commonwealth Home Support Programme (CHSP)

Classification	Increment	Current salary as at first pay period on, or after 1/07/16	First full pay period on, or after 1/07/17	First full pay period on, or after 1/07/18
CHSP-1	1	\$41,602	\$42,538	\$43,495
CHSP-1	2	\$42,657	\$43,617	\$44,598
CHSP-2	1	\$43,813	\$44,798	\$45,806
CHSP-2	2	\$44,871	\$45,881	\$46,913
CHSP-3	1	\$45,927	\$46,961	\$48,017
CHSP-3	2	\$47,081	\$48,140	\$49,223
CHSP-3	3	\$49,304	\$50,414	\$51,548
CHSP-4	1	\$66,630	\$68,129	\$69,662
CHSP-4	2	\$69,710	\$71,278	\$72,882
CHSP-5	1	\$77,151	\$78,887	\$80,661
CHSP-5	2	\$83,240	\$85,113	\$87,028

SCHEDULE 2

CLASSIFICATION DEFINITIONS

S2.1 ABORIGINAL HEALTH WORKERS

S2.1.1 Aboriginal Health Worker Grade 1 / Aboriginal Community Health Worker Grade 1 means an employee in their first year of service who will generally have no direct experience in the provision of Aboriginal health services.

They will provide primary health services education and liaison duties under the direct supervision of an Aboriginal Health Worker Grade 2, 3 or 4.

S2.1.2 Aboriginal Health Worker Grade 2 / Aboriginal Community Health Worker Grade 2

- (a) a person who has completed Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent, or the required Aboriginal Community Health Worker qualification;
- (b) a person with other qualifications or experience deemed equivalent by an Aboriginal community controlled health service; or
- (c) an Aboriginal Health Worker Grade 1 who has been promoted to Aboriginal Health Worker Grade 2 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Grade 1.
- (d) An Aboriginal Health Worker Grade 2 is expected to provide a range of health functions of a clinical, preventative, rehabilitative or promotional nature under the general direction of other staff of the Aboriginal community controlled health service.
- (e) Duties include, under the direct supervision of an Aboriginal Health Worker Grade 3 or 4:
 - (i) assist in the provision of comprehensive primary health care and education of clients, in conjunction with other members of the health care team;
 - (ii) under instruction assist in the provision of standard medical treatments in accordance with established medical protocols;
 - (iii) collect and record data from clients which will assist in the diagnosis and management of common medical problems and medical emergencies;
 - (iv) in line with policies and programs established by the health team, participate in educating and informing the community about preventative health measures; and
 - (v) undertake orientation and training programs as available.
- (f) An Aboriginal Health Worker or Aboriginal Community Health Worker required by State or Territory legislation to maintain registration as a condition of their employment who holds a Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent or the required qualification for an Aboriginal Community Health Worker will be classified as no less than a Grade 2 Level 2 Aboriginal Health Worker/Aboriginal Community Health Worker.

It is desirable that staff at this grade should have Aboriginal knowledge and cultural skills—level 1.

S2.1.3 Aboriginal Health Worker Grade 3

- (a) A **Senior Aboriginal Health Worker**, a person who independently undertakes a full range of duties, including dealing with the most complex matters. A Senior AHW would hold either Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent. Workers will be expected to perform their duties with little supervision, and may be required to work as a sole practitioner remote from the health service; or
- (b) An **Aboriginal Health Worker—Team Leader**, a person who heads a small team of Aboriginal Health Workers. Workers at this level will be required to hold expert knowledge of Aboriginal health issues, as well as assisting with the planning and supervision of other workers' duties. An Aboriginal Health Worker—Team Leader would hold either Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent; or
- (c) An **Aboriginal Health Worker** who holds a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent.

(Note: An Aboriginal Health Worker required by State or Territory legislation to maintain registration as a condition of their employment and who holds a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent must be classified as no less than a Grade 3 Level 2 Aboriginal Health Worker).

It is desirable that employees at this grade have Aboriginal knowledge and cultural skills—level 1.

S2.1.4 Aboriginal Health Worker Grade 4

- (a) A person who performs a senior co-ordinating role in respect of Aboriginal Health Workers within an Aboriginal community controlled health service. An Aboriginal Health Worker with either a Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or other qualifications or experience deemed equivalent by the Aboriginal community controlled health service will be classified at this grade.
- (b) An Aboriginal Health Worker required by State or Territory legislation to maintain registration as a condition of their employment who holds a either Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent will be classified as no less than a Grade 4 Level 2 Aboriginal Health Worker and their classification descriptor will be Aboriginal Health Worker Practitioner Grade 4 Level 2.

It is desirable that staff at this grade should have Aboriginal knowledge and cultural skills—level 2.

S2.1.5 Aboriginal Health Practitioner Grade 5

An Aboriginal Health Practitioner required by State or Territory legislation to maintain registration as a condition of their employment who holds a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice), or Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Practice), or equivalent will be classified as no less than a Grade 5 Aboriginal Health Worker.

- Aboriginal Health Practitioner comprises both newly qualified Aboriginal Health Practitioners and developing Aboriginal Health Practitioners.

Employees at this level demonstrate at least a competent level of professional knowledge and skill. As experience is gained, Aboriginal Health Practitioners are able to independently undertake routine professional tasks.

Employees participate in Aboriginal health services and/or multi-disciplinary primary health service teams, operating at the level of routine Practitioner tasks commensurate with level of experience.

- Duties undertaken independently at this level are generally of a routine and non-repetitive nature, with more complex professional decisions and problem solving made under the professional/clinical supervision or professional guidance of a more experienced Aboriginal Health Practitioner.

It is desirable that staff at this grade should have Aboriginal knowledge and cultural skills-level2.

S2.1.6 Aboriginal Health Practitioner Grade 6

An Aboriginal Health Practitioner required by State or Territory legislation to maintain registration as a condition of their employment who holds a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice), or Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Practice), or equivalent will be classified as no less than a Grade 6 Aboriginal Health Worker.

Employees at Aboriginal Health Practitioner Grade 6 will:

- Demonstrate increased professional expertise, competence and experience to perform any standard Aboriginal Health Practitioner task within the Aboriginal Health Practitioner discipline.
- Have attained greater knowledge within the Aboriginal Health Practitioner discipline.
- Provide professional services to client groups in circumstances requiring increasingly complex Aboriginal Health Practitioner practice skills.
- Demonstrate expertise obtained through appropriate professional development and operational experience or tertiary qualification(s), post graduate education or other formal qualification(s).
- Work undertaken at this level may involve a combination of:
 - Providing professional supervision, support and oversight of Aboriginal Health Practitioner Grade 5 and/or technical and support to Aboriginal Health Workers and staff (small medium sized team). This would be under the direction of a manager.
 - Assisting in planning, implementing and reporting on services.
 - Contributes to improvements in the client/patient/community journey driven distribution of services, which may include assisting the identification of new services in response to organisational directions.

S2.1.7 Aboriginal Health Practitioner Grade-7

An Aboriginal Health Practitioner required by State or Territory legislation to maintain registration as a condition of their employment who holds a either Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or recognised equivalent by the employer will be classified as no less than a Grade 7 and their classification descriptor will be

Aboriginal Health Worker Practitioner Grade 7

An employee at this level will:

- Exercises significant professional judgement based on a detailed knowledge of work unit, Community and/or State-wide initiatives.
- Demonstrate and apply knowledge and skills in one or more specialised fields of Aboriginal and Torres Strait Islander Health relevant to the organisation.
- Develop and/or applies knowledge of crucial work which can encompass a single discipline or a variety of disciplines with in Primary Health Care (Practice) or Primary Health Care (Community).
- Makes a significant contribution towards the development and achievement of the strategic directions as determine by the Pika Wiya Health Service Aboriginal Corporation.

- Makes independent decisions related to area wide expert practice in their field across a zone and 1 or region and will be responsible for outcomes for clients and the organisation from the practice of other Aboriginal Health Worker and staff.
- Requires expert specialist knowledge of contemporary methods, principles and practice and skills across client groups and work areas.
- Provides professional 1 clinical supervision to other Aboriginal Health Worker, students and/or other technical, operational and support staff and
- May maintain a clinical caseload.

S2.2 ADMINISTRATIVE

S2.2.1 GRADE 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.

S2.2.2 GRADE 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 knowledge and cultural skills—level 1.

S2.2.3 GRADE 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 knowledge and cultural skills—level 1.

S2.2.4 GRADE 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 knowledge and cultural skills—level 1.

S2.2.5 GRADE 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 knowledge and cultural skills—level 1.

S2.2.6 GRADE 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:
 - (i) Managing the operations of a discrete organisational element usually under limited direction;
 - (ii) Under limited direction in relation to priorities and work practices provide administrative support to a particular program or activity; or
 - (iii) 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 knowledge and cultural skills—level 2.

S2.2.7 GRADE 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 knowledge and cultural skills—level 2.

S2.2.8 GRADE 8

Positions at this grade will be the Chief Executive Officer of an Aboriginal community controlled health service other than those classified at Grade 7 who reports to and is responsible for the administration of the health service to the Board of Management and to whom heads of programs or activities within the health service report and are responsible.

It is desirable that staff at this grade have Aboriginal knowledge and cultural skills—level 3.

S2.2.9 Manager Level 1 (MGR1)

Positions at this level would report to an Executive Level position and would normally be required to manage a small to medium sized branch or unit, responsible for a major agency function or a series of smaller agency functions.

The position would operate under limited direction and would require a high degree of discipline knowledge. Work at this level may influence state, regional or local office operations and there would also be a requirement for the exercise of significant levels of decision making, judgement and the exercise of delegated authority.

S2.2.10 Manager Level 2 (MGR2)

Positions at this level would report to an Executive Level position and would have responsibility for managing a large branch or unit encompassing a major agency function or a series of major agency functions.

Work at this level is undertaken with limited direction in relation to priorities and the detailed content of the task. In addition, this level requires a high degree of discipline knowledge, a detailed knowledge of both Government policies and procedures and of their application in relation to agency operations.

S2.2.11 Manager Level 3 (MGR3)

Positions at this level would report to an Executive Level or in some cases to the Chief Executive and would have responsibility for Managing a very large scale operation or a function of critical importance to the agency and the service.

Work at this level would require original thinking, creativity, the exercise of delegated authority. In addition, work at this level would be undertaken usually under very broad direction only and would involve responsibility for a major programme or programmes which have a significant impact beyond the agency itself.

S2.3 ANCILLARY

It is desirable that all ancillary staff have Aboriginal knowledge and cultural skills—level 1.

S2.3.1 GRADE 1

Employees at this level are subject to close direction and undertake functions requiring the practical application of basic skills and knowledge. Training is a predominant feature at this grade.

S2.3.2 GRADE 2

Employees at this level are subject to general direction and undertake a range of functions requiring the practical application of acquired skills and knowledge.

S2.3.3 GRADE 3

First level of supervision. Employees at this level are subject to general direction and undertake a range of functions requiring the practical application of a high level of skills and knowledge, and/or the supervision of a small work group.

S2.3.4 GRADE 4

Second level of supervision. Employees at this level are subject to general direction and undertake a range of functions requiring the application of a very high level of skills and knowledge, and/or the supervision of a large work group.

S2.5 HEALTH PROFESSIONALS

This classification applies to employees that hold a relevant tertiary degree within the discipline of Health.

S2.5.1 HEALTH PROFESSION LEVEL 1

- HP 1 comprises both newly qualified HP and developing HPs.
- Employees at this level demonstrate at least a competent level of professional knowledge and skill. As experience is gained, AHPs are able to independently undertake routine professional tasks.
- Employees participate in professional and/or *multi-disciplinary* teams, operating at the level of basic tasks to routine professional tasks commensurate with level of experience.
- Duties undertaken independently at this level are generally of a routine and non repetitive nature, with more *complex* professional decisions and problem solving made under the *professional/clinical supervision* or professional guidance of a more experienced practitioner.
- As the AHP gains experience the AHP 1 will exercise greater levels of independent professional judgment.

*Graduates

Qualifications

Entry level HPs:

- a) appointed to positions requiring an appropriate discipline-based minimum three year under graduate degree qualification or equivalent will commence at HP 1, first increment.
- b) appointed to positions requiring an appropriate discipline-based minimum four year under graduate degree qualification or equivalent will commence at the HP 1, second increment.
- c) who hold a 2-year Masters with a non-allied health undergraduate degree will be appointed at HP 1, third increment.

* After working as a Graduate for 12 months, employees may be required to provide *professional/clinical supervision* to undergraduate students on observational placements and to work experience students.

S2.5.2 HEALTH PROFESSION LEVEL 2

Employees at HP 2 will:

- a) Demonstrate increased professional expertise, competence and experience to perform any standard professional task within the discipline.
- b) Have attained greater specialised knowledge within the discipline.
- c) Provide professional services to client groups in circumstances requiring increasingly *complex* practice skills.
- d) Exercise greater *specialist/generalist* knowledge within the discipline and achieve higher level of outcomes under reduced *professional/clinical supervision* within the discipline.
- e) Apply professional judgment to select and apply new and existing methods and techniques.
- f) Demonstrate expertise obtained through appropriate professional development and operational experience or tertiary qualification(s), post graduate education or other formal qualification(s).

Work undertaken at this level may involve a combination of:

- a) Providing *professional/clinical supervision*, support and oversight of HP 1 and/or technical and support staff.
- b) Assisting in planning, implementing and reporting on services.

- c) Utilising knowledge and skills in contributing to research and/or service development activities of the relevant discipline or service area.
- d) Identifying opportunities for improvement in professional tasks including developing and leading ongoing quality improvement activities with other staff.
- e) Contributing to professional research and participate in the provision of professional in-service education programs to staff and students.
- f) Project *co-ordination* which will require organisation and implementation of specific tasks or projects.

A HP who holds a 2-year Masters with a related allied health undergraduate degree will be appointed at HP 2, first increment.

AHP 2s may have a clinical, *co-ordination*, education or research focus or may involve elements of all pathways such as:

Clinical Coordinator Education/Research Professional

Clinician/Practitioner Team Coordinator Clinical Educator

Rural Generalist Project Coordinator Clinical Researcher

(1) Professional Clinician/Practitioner / Rural Generalist includes the following:

- a) A HP who possesses and works within a recognised professional specialty within their discipline requiring professional expertise and knowledge.
- b) A HP with generalist skills who would usually work in a regional or rural area and would possess professional skills enabling them to work across a range of professional areas within their discipline.
- c) An experienced and competent clinician/practitioner who delivers quality and contemporary services and provides *profession-specific* professional leadership.
- d) Provides *professional/clinical supervision*, mentorship and oversight to some staff, and may be responsible for other HPs within their *work unit* having access to *professional/clinical supervision*.
- e) May provide professional leadership in the relevant network, including facilitating access to relevant training for professional staff; leading improvements in the safety and quality of professional services.
- f) Contributes to improvements in the client/patient journey driven distribution of services, which may include assisting the identification of new service models in response to *organisation* directions.
- g) Apply sound level evidence and judgment by informing on service quality and service improvement activities, shaping service delivery and making a contribution to the wider development of technical competence.

(2) Team Coordinator / Project Coordinator

- a) A HP 2 Team Coordinator will normally have an operational/supervisory role in a small to medium sized team. This would be under the direction of a manager.
- b) May deputise for professional head of a small *work unit*.
- c) A HP 2 Project Coordinator will be responsible for discrete projects or for areas of policy that are considered to be *complex* requiring discipline knowledge and experience which are undertaken under limited direction.

(3) Clinical Educator / Clinical Researcher

- a) *Professional/clinical supervision*, research and an appropriate evaluation of professional tasks.
- b) Supervising students, multidisciplinary student teams or continuing professional development for HPs.

S2.5.3 HEALTH PROFESSION LEVEL 3

Employees at HP 3 will have a clinical, management, education or research focus, or may involve elements of all pathways. A HP at this level will be exercising skills, experience and knowledge that exceed HP 2.

Clinical Management Education/Research

Senior Clinician/Practitioner Manager Senior Clinical Educator

Senior Rural Generalist Project Manager Senior Researcher

(1) Senior Clinician/Practitioner / Senior Rural Generalist

A Senior Clinician/Practitioner (HP 3) will:

- a) Be *specialising* within a discipline (including increased depth and breadth of knowledge and skill as a Rural Generalist).
- b) Provide a consultancy service in their area of expertise across a *work unit*.
- c) Provide advice to management on professional service delivery development, practice and redesign in response to demand and client needs.
- d) Provide *professional/clinical supervision* to other health professionals or other technical, operational and support staff as well as have a professional/clinical caseload.
- e) Contribute to education activities related to their area of expertise.

(2) Manager / Project Manager

This is the first level where an HP may have *managerial responsibilities*. In addition to possessing the ability to apply professional skills as described in (1) above, a

Manager / Project Manager (HP 3) will be responsible for components of the following:

- a) The leadership, guidance and/or line management of a *multi-disciplinary* team or *specialist* team that may work across a *region* or professional network.
- b) Attainment of *work unit* operational goals and objectives and the facilitation and application of human resource principles including performance management and development.
- c) Line supervision of other health professionals or other technical, operational and support staff as well as a professional/clinical caseload.
- d) May deputise for a Director/Department Head.
- e) Provision of clinical supervision within own team and or discipline.
- f) Managing projects which may involve personnel from either one or a variety of professional *disciplines*.
- g) Initiating and managing programs and investigations.
- h) Maintaining a clinical caseload commensurate with management responsibilities.

(3) Senior Clinical Educator / Senior Researcher

In addition to the professional skills as described as a Senior Clinical/Practitioner/Senior Rural Generalist, a Senior Clinical Educator / Senior Researcher (HP 3), will be responsible for:

- a) *Co-ordination* of educational activities for several students on professional placements within one or more facilities or across *disciplines* within the one facility.
- b) Liaison with education providers regarding educational outcomes of the professional placements.
- c) Undertaking research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.

- d) Contributing to discipline specific research or professional placement improvement initiatives.
- e) Conducting quality evaluation within a *work unit*.
- f) Maintaining a clinical caseload commensurate with education and research responsibilities.

S2.5.4 HEALTH PROFESSION LEVEL 4

Employees at HP 4 will have a clinical, management education or research focus or a combination of all pathways.

Clinical Management Education/Research

Advanced Department Head Advanced Clinical Educator

Clinician/Practitioner Senior Project Manager Advanced Researcher

(1) Advanced Clinician/Practitioner

An Advanced Clinician/Practitioner will:

- a) Maintain a clinical caseload.
- b) Exercise significant professional judgment based on a detailed knowledge of *organisation* initiatives.
- c) Develop and/or apply discipline principles and new technology and/or knowledge of *crucial* work which can encompass a single discipline or a variety of *disciplines*.
- d) Make a significant contribution towards the development and achievement of the strategic directions of the *organisation*.
- e) Make independent decisions related to a wide area of expert practice in their field across a *zone* and/or *region* and will be responsible for outcomes for clients and the organisation from the practice of other health professionals and staff.
- f) Require expert *specialist* knowledge of contemporary methods, principles and practice and skills across client groups and work areas.
- g) Provide *professional/clinical supervision* to other health professionals, students and/or other technical, operational and support staff.

(2) Department Head / Senior Project Manager

A Department Head / Senior Project Manager will:

- a) Lead and provide operational advice on major functions or work areas within a *work unit*.
- b) Attain a *work unit's* operational goals and objectives and the facilitation and application of human resource principles including performance management and development.
- c) Provide peer support to relevant colleagues and oversight of unit staff where appropriate.
- d) Manage overall workforce and professional service strategies, priorities, work standards and the allocation of a *work unit's* resources.
- e) Participate in strategic management and service development decisions which will involve participation in committees and/or working parties which have an influence on the strategic direction of the *organisation*.
- f) Have a combination of operational and strategic roles such as:

1. has a significant contribution to corporate goals such as strategic workforce and service development and professional practice;
 2. the provision of discipline specific professional *co-ordination* and leadership;
 3. acting as the central point of contact for strategic consultation and liaison with senior management;
 4. provide an expert *specialist* consultancy role in their area of expertise;
 5. involvement in the provision of relevant professional or leadership training, management development and/or mentoring to staff.
- g) Initiate and formulates programs within the framework of a *work unit's* objectives and priorities.
- h) May be required to initiate formulate and manage research programs involving a number of professional *disciplines*.
- i) Manage *complex* projects which may involve personnel from either one or a variety of professional *disciplines*.
- j) Initiate and manages high level programs and major investigations.
- k) Maintain a clinical caseload commensurate with management responsibilities.

(3) Advanced Clinical Educator / Advanced Researcher

An Advanced Clinical Educator / Advanced Research will:

- a) Co-ordinate, promote and participate in research projects relevant to discipline or HP evidence based practice and/or service improvement.
- b) Co-ordinate discipline specific and/or Interprofessional Learning clinical placements.
- c) Oversight and *co-ordination* of relevant HPs.
- d) Co-ordinate continuing professional development for HPs.
- e) Maintain a clinical caseload commensurate with education and research responsibilities.

S2.5.5 HEALTH PROFESSION LEVEL 5

Employees at HP 5:

- a) Will have formal responsibilities for a major *Agency* program.
- b) Must seek *professional/clinical supervision* or mentoring relevant to clinical caseload.
- c) Has evidence of higher qualifications, and discipline recognition at regional, state, national and/or international levels.
- d) Has made a significant contribution to the development of professional understanding on a national or international level.

Employees at HP 5 will have a clinical, management, education or research focus or a combination of all pathways.

Clinical Management Education/Research

Consultant Clinician/Practitioner Professional Manager/Adviser of a

Major Program and Operations Consultant Educator

Regional Discipline Lead Consultant Researcher

(1) Consultant Clinician/Practitioner / Regional Discipline Lead

A Consultant Clinician/Practitioner / Regional Discipline Lead will:

- a) Provide expert *specialist* consultancy skills with *crucial* impacts to the industry, the State and possibly the Nation.
- b) Be a leading professional *specialist*.
- c) For a Consultant Clinician/Practitioner, the lack of precedent is a major feature of the majority of duties and actions undertaken.
- d) Operate in a highly *complex* or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles by both critical analysis of new techniques, equipment or programs.

(2) Professional Manager/Adviser of a Major Program and Operations

- a) The professional manager at this level will have high level *managerial responsibilities* which involve staff comprising a large number of, but not limited to, HPs and the *co-ordination* and direction of major program objectives to achieve the end result in a timely and effective manner.
- b) Such programs will be of *crucial* importance to the organisation's corporate goals.

The Professional Manager/Adviser of a Major Program and Operations will:

- a) Operate under general policy direction and with professional independence in the determination of overall strategies, priorities, work standards and allocation of resources.
- b) Develop and directs the implementation of new and high level programs and major investigations, with a strategic management emphasis.
- c) Maintain a clinical caseload commensurate with management responsibilities.

(3) Consultant Educator / Consultant Researcher

A Consultant Educator / Consultant Researcher will:

- a) Lead, co-ordinate and manage research projects at the *work unit* level, relevant to discipline and HP evidence based practice and/or service improvement.
- b) Develop and provide state-wide HP education programs and resources.
- c) Maintain a clinical caseload commensurate with education and research responsibilities.

S2.5.6 HEALTH PROFESSION LEVEL 6

Employees at HP 6 will:

- a) Have evidence of higher qualifications relevant to health care.
- b) Have discipline recognition at a State-wide, national and/or international level within the relevant discipline.
- c) Create a strategic framework and direct the development of professional competence within a service area and relevant multi-discipline State-wide services.
- d) Establish frameworks for the advancement and integration of *disciplines* to support the delivery of quality health services within the organisation.
- e) Strategically manage a discipline specific workforce that provides services or a *multi-disciplinary* workforce across a *region*.
- g) Provide authoritative and *specialist* consultancy services which has impacts beyond the organisation.

- h) Be professionally recognised as having a statewide, national and/or international reputation as a *specialist* in the professional discipline which is confirmed by the publication of *papers* and external invitations to teach or speak to professional bodies/educational institutions on subject material which demands high level professional expertise.
- i) Determine strategic directions and operational standards and objectives within the *organisation* and industry.

Employees at HP 6 will have a management focus.

S2.6 COMMONWEALTH HOME SUPPORT PROGRAMME (CHSP)

S2.6.1 CHSP employee level 1

A position in this level has the following characteristics:

S2.6.1.1 A person appointed to this position will have less than 12 months' experience in the industry.

S2.6.1.2 Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

S2.6.1.3 Judgment and decision-making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

S2.6.1.4 Specialist knowledge and skills

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

S2.6.1.5 Interpersonal skills

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

S2.6.1.6 Qualifications and experience

An employee in this level will have commenced on-the-job training which may include an induction course.

S2.6.2 CHSP employee level 2

A position in this level has the following characteristics:

S2.6.2.1 Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

S2.6.2.2 Judgment and decision-making

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

S2.6.2.3 Specialist knowledge and skills

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.

S2.6.2.4 Interpersonal skills

Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

S2.6.2.5 Qualifications and experience

As a minimum an employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include CHSP Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

S2.6.3 CHSP employee level 3

A position in this level has the following characteristics:

S2.6.3.1 Accountability and extent of authority

Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

S2.6.3.2 Judgment and decision-making

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

S2.6.3.3 Specialist knowledge and skills

Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

S2.6.3.4 Interpersonal skills

Positions in this level require skills in oral and written communication with clients, other employees and members of the public.

S2.6.3.5 Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

S2.6.4 CHSP employee level 4

A position in this level has the following characteristics:

S2.6.4.1 Accountability and extent of authority

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees.

S2.6.4.2 Judgment and decision-making

The objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

S2.6.4.3 Specialist knowledge and skills

(a) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

(b) Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.

S2.6.4.4 Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities. Employees in this level may also be expected to write reports in their field of expertise.

S2.6.4.5 Qualifications and experience

An employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

S2.6.5 CHSP employee level 5

A position in this level includes care co-ordinator, foreperson and maintenance supervisor. A position in this level has the following characteristics:

S2.6.5.1 Accountability and extent of authority

(a) Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.

(b) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.

(c) Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

(d) Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

S2.6.5.2 Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

S2.6.5.3 Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

S2.6.5.4 Management skills

(a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

(b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

S2.6.5.5 Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

S2.6.5.6 Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

SCHEDULE 3

ALLOWANCES

<u>Clause no.</u>	<u>Description</u>	<u>Amount</u>	
5.3.1 (b) (i)	Bilingual qualification allowance Level 1	\$1802.77	Per annum
5.3.1 (b) (ii)	Bilingual qualification allowance Level 2	\$3608.34	Per annum
5.3.3 (a)	Vehicle Allowance	\$0.78	Per km
	Accommodation Allowance Allowance towards the cost of accommodation at other than bona fide hotels, motels and boarding houses	\$37.00	Per night
5.3.3 (b)	Travel in SA – away overnight:		Per night
	Breakfast	\$18.10	
	Lunch	\$18.10	
	Dinner	\$37.30	
	Incidentals	\$ 7.50	
	Travel In SA – NOT away overnight	\$15.65	Per day
	Breakfast	\$22.35	
	Dinner		
	Interstate Capital Cities – Alice Springs		Per night
	Breakfast	\$23.70	
	Lunch	\$23.70	
	Dinner	\$43.25	
	Incidentals	\$12.55	
Interstate – Other		Per night	
Breakfast	\$17.90		
Lunch	\$17.90		
Dinner	\$35.80		
Incidentals	\$12.55		

Clause no.	Description	Amount	
5.3.3(c)	Accommodation – Capital cities and Alice Springs		Max. per night
	Alice Springs	\$142.00	
	Brisbane	\$218.00	
	Canberra	\$180.00	
	Darwin	\$145.00	
	Hobart	\$143.00	
	Melbourne	\$177.00	
	Perth	\$180.00	
	Sydney	\$195.00	
	Other	\$127.00	
5.3.5 (a)	Meal allowance – Monday to Friday	\$8.92	Per occasion
	Meal allowance – Saturday, Sunday & Public Holidays	\$11.69	Additional
	Camping Out Allowance Where an employee is required to supply their own food \$34.50 per day Where an employee is not supplied with camping equipment \$25.60 per day Where an employee is required to camp out and is required to reside in a camp that is located north of the general locality area because of duties they have been assigned \$2.45 per day		
5.3.7	On-call allowance Monday to Saturday	\$29.20	Per 24-hour period
5.3.7	On-call allowance – Sunday & Public Holidays	\$52.35	Per 24-hour period
5.3.8	First Aid Allowance	\$29.30	Per fortnight
	Casual Allowance	25%	

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees* means the employees who may be affected by a change referred to in subclause (1).