



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

IR Squared
(AG2018/1976)

JIRNTANGKU MIYRTA ENTERPRISE AGREEMENT 2018 - 2021

Northern Territory

COMMISSIONER MCKINNON

MELBOURNE, 5 SEPTEMBER 2018

Application for approval of the Jirntangku Miyrt Enterprise Agreement 2018 - 2021.

[1] An application has been made for approval of an enterprise agreement known as the *Jirntangku Miyrt Enterprise Agreement 2018 - 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by IR Squared. The Agreement is a single enterprise agreement.

[2] Written undertakings have been given in accordance with s.190. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Australian Nursing and Midwifery Federation and United Voice being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 September 2018. The nominal expiry date of the Agreement is 30 September 2021.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/1976

Applicant: Katherine West Health Board Aboriginal Corporation

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Sean Heffernan, Chief Executive Officer, Katherine West Health Board Aboriginal Corporation, give the following undertakings with respect to the Jirntangku Miyrtu Enterprise Agreement 2018 - 2021 ("the Agreement"):

1. I have the authority given to me by Katherine West Health Board Aboriginal Corporation (KWHB) to provide this undertaking in relation to the application before the Fair Work Commission.
2. The limitation on account of age in sub-clause 18.3(d) will have no application in the calculation of an employee's entitlement to severance pay in the event of termination of employment on account of redundancy.
3. KWHB undertakes that the following clauses of the Agreement will operate subject to the National Employment Standards:
 - Clause 35.1(h)
 - Clause 41.1(a)
 - Clause 17.1(f)
 - Clause 17.2(b)
 - Clause 34.6(b)
 - Clause 18.3(a)
4. KWHB will apply the minimum engagement and rates of pay of the applicable Modern Award until the applicable Enterprise Agreement rate per hour provides greater advantage to a casual or part-time employee that KWHB requires to work for less than applicable Modern Award minimum periods of engagement for the applicable type of employment.
5. Clause 31.2 will only operate to reduce the span of hours during which ordinary hours of work may be worked. Any instance where an employee requests the benefit of being able to work at ordinary hours of work rates outside of the span of 0700 to 1900 will be dealt with under the Model Flexibility Terms of the Agreement.
7. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Sean Heffernan
Chief Executive Officer
3 September 2018

JIRNTANGKU MIYRTA ENTERPRISE AGREEMENT 2018 - 2021

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Part 1 - Application and Operation of the Agreement

1. Title

This Agreement will be known as the Jirntangku Miyrtta Enterprise Agreement 2018 - 2021.

2. Definitions

In this Agreement the following terms will have the assigned meaning:

- 2.1** “Act” means the Fair Work Act.
- 2.2** “Agreement” means the Jirntangku Miyrtta Enterprise Agreement 2018 - 2021.
- 2.3** “CEO” means the Katherine West Health Board Corporation Chief Executive Officer or, during periods of absence, the nominated delegate.
- 2.4** “FWC” means the Fair Work Commission.
- 2.5** “KWHB” means the Katherine West Health Board Aboriginal Corporation, which is the employer.
- 2.6** “NES” means National Employment Standards.
- 2.7** “Union” means a representative of members of either the Australian Nursing and Midwifery Federation or the United Voice.

3. Principles

The implementation and interpretation of the terms of this Agreement will be determined in conjunction with the Constitution of the KWHB and its policies which are intended to increase the capacity for Aboriginal people to gain greater control over the management of their own health and to encourage and foster the employment of Aboriginal people.

4. Anti-discrimination

The Katherine West Health Board is committed to respecting and valuing the diversity of the work force by compliance with its legal obligations under the Act, the NT Anti-discrimination Act and other related anti-discrimination legislation prohibiting different treatment on grounds including, but not limited to race, colour, gender, sexual preference, age, physical or mental disability, marital status, family responsibility, pregnancy, religion, political opinion, natural extraction or social origin.

5. Incidence and parties bound

This Agreement will be binding on the Katherine West Health Board and its employees, employed in the classifications in Schedules A, B and D; the Australian Nursing and Midwifery Federation, NT Branch and the United Voice and their officers and members.

6. References to policy

It is the intention of the parties that all references to KWHB policies, will be as amended from time to time and will include amendments to policy content that are approved by the Board of Directors during the life of the Agreement, in keeping with KWHB's Quality Management system and continuous improvement principles. KWHB policies are not terms of employee's contract of employment.

7. Period of operation

The Agreement will come into operation 7 days after it is approved by the FWC and will continue until 30 September 2021.

8. Savings clause

No employee will suffer reduced entitlements or loss of ordinary time earnings as a result of changes introduced by this Agreement.

9. Continuous service

For all purposes, other than sub-clause 45.9 leave without pay in conjunction with a FOIL, of this Agreement, continuous service will be calculated in accordance with [Chapter 1, Part 1-2, Division 4, section 22 of the Act](#).

10. Posting of the Agreement

A copy of this Agreement will be provided to each KWHB workplace location and be posted to the KWHB intranet. A copy of the Agreement and related policy and supporting documents will also be available from the HR Section upon request.

Part 2 - Consultation and Dispute Resolution

11. Agreement flexibility arrangements

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

- (a) arrangements for when work is performed;
- (b) additional hours of work rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

- 11.2** KWHB and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with KWHB.
- 11.3** The agreement between KWHB and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 11.1; and
 - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 11.4** The agreement between KWHB and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by KWHB and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this Agreement that KWHB and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between KWHB and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 11.5** KWHB must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 11.6** Except as provided in clause 11.4(a) the agreement must not require the approval or consent of a person other than KWHB and the individual employee.
- 11.7** KWHB seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited KWHB must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 11.8** The agreement may be terminated:
- (a) by KWHB or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between KWHB and the individual employee.

Note: If any of the requirements of s.144(4) of the Act, which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or KWHB, giving written notice of not more than 28 days (see [s.145 of the Act](#)).

- 11.9** The notice provisions in clause 11.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 11.8(a), subject to four weeks' notice of termination.
- 11.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between KWHB and an individual employee contained in any other term of this Agreement.

12. Preventing harassment and bullying in the workplace

- 12.1** The parties to this Agreement are committed to achieving and maintaining a safe and healthy work environment, free from harassment and bullying behavior.
- 12.2** KWHB acknowledges the need for commitment to achieve and maintain a safe and healthy work environment and will take all reasonably practicable steps to prevent, address and eliminate harassment and bullying in the workplace.
- 12.3** All employees will be expected to behave in a professional manner in carrying out their duties and to treat all work colleagues and others in the workplace with courtesy, respect and dignity at all times.
- 12.4** Any employee who feels that he or she has been subjected to harassing or bullying behaviour is encouraged to bring the behaviour to the attention of an appropriate management representative and to lodge a formal grievance if the matter is not resolved to their satisfaction under the informal grievance process in the KWHB Grievance Resolution Policy.
- 12.5** Nothing in this clause is to be read as affecting KWHB's or an employee's right to refer matters involving allegations of bullying to the FWC for determination.

13. Workplace representative rights

- 13.1** KWHB will acknowledge the representational rights of employees (Representatives) whose election or nomination as a Union delegate or whose election as a representative by a group of employees is formally notified in writing.
- 13.2** Provided that the Representative requests and is given prior approval of KWHB through their immediate supervisor/manager, the Representative will be provided with reasonable opportunity, without loss of ordinary hours of work pay, to:
- represent employees in bargaining;
 - consult with Union members and other employees for whom the delegate is a bargaining representative;
 - address new employees about the benefits of Union membership;
 - represent the interests of employees to KWHB;

- 13.3** A Representative with more than 12 months continuous service may make application for approval under the terms of the KWHB Professional Development Policy to attend training that is designed to provide skills and competencies that will assist the Representative to contribute to the prompt resolution of disputes and or grievances in the workplace.

14. Consultation

14.1 Consultation regarding major workplace change

(a) KWHB to notify

- (i)** Where KWHB has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, KWHB must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii)** **Significant effects** include termination of employment; major changes in the composition, operation or size of KWHB's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) KWHB to discuss change

- (i)** KWHB must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause (a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by KWHB to make the changes referred to in clause (a).
- (iii)** For the purposes of such discussion, KWHB must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that KWHB is required to disclose confidential information the disclosure of which would be contrary to KWHB's interests.

14.2 Consultation about changes to rosters or hours of work

- (a) Where KWHB proposes to change an employee's regular roster or ordinary hours of work, KWHB must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) KWHB must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

14.3 Workplace Consultative Committee (WCC)

- (a) Upon receipt of a request in writing the CEO may approve the formation of a WCC to review:
 - (i) implementation and effective operation of the Agreement, or
 - (ii) development and/or review of KWHB policies and procedures relating to the employer/employee relationship.
- (b) The CEO will make a decision in relation to formation of a WCC within 28 days of receipt of the request. The CEO will not unreasonably refuse a request to convene a WCC.
- (c) The WCC will consist of up to two members of KWHB Management; one representative of each affected Union or nominated workplace Representative and up to two staff members nominated by KWHB employees.
- (d) The KWHB Management and Union member representatives will be nominated by the respective parties.
- (e) If nominations for the KWHB staff members exceed available positions, KWHB will conduct a simple ballot of affected staff members to determine who will attend the WCC.
- (f) The WCC will report relevant concerns and findings; and recommendations for consideration by the CEO.

- (g) The CEO will determine matters raised in the WCC's report.
- (h) Disputes in relation to the CEO's refusal to convene a WCC; or the CEO's determination of matters raised by the WCC; or the implementation of related matters; may be referred to the FWC for determination in accordance with clause 15 - Dispute resolution of the Agreement.

15. Dispute resolution

15.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards; or
- (c) an employment related matter, including an application by an employee(s) under the terms of KWHB's Grievance Resolution Policy,

this term sets out procedures for prevention and settlement of the dispute.

15.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

15.3 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.

15.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

15.5 The FWC may deal with the dispute in 2 stages:

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

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

15.6 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of [Division 3 of Part 5.1 of the Act](#). Therefore, an appeal may be made against the decision.

15.7 While the parties are trying to resolve the dispute using the procedures in this term:

- (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; and

- (b) an employee must comply with a direction given by KWHB 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.

15.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

Part 3 - Categories of Employment

16. Employment categories

16.1 Tenure of employment

- (a) Weekly employment will be on a regular weekly basis engaged as either a continuing or non-continuing employee.
- (b) Within each of the categories of employment, employment will also be designated as either continuing or non-continuing as follows:
 - (i) **continuing employment** is characterised by the position at KWHB being of a permanent nature other than as a result of changing operational requirements, i.e. restructuring. See sub-clause 16.3 for categories of employment that are available under continuing employment;
 - (ii) **non-continuing employment** applies to positions involving project work where the tenure is qualified by limited time or task. See sub-clause 16.4 for categories of employment that are available under non-continuing employment.

16.2 All employees, irrespective of the type of employment, may be required to sign undertakings to comply with codes of conduct entered into by KWHB with community groups involved in the provision of health services. Compliance with such codes of conduct are a requirement for satisfactory performance of work.

16.3 Continuing employment categories

The following categories of employment will apply in continuing employment:

- (a) **Full-time employment**

A full time employee will be a weekly employee engaged for 37.5 ordinary hours of work per week or an average thereof.

(b) Part-time employment

- (i) A part time employee will be a person who is engaged for fewer than 37.5 hours a week.
- (ii) A part-time employee will receive the same Agreement entitlements as a full-time employee on a pro-rata basis calculated by reference to the relative number of ordinary hours of work performed each week.

(c) Redundancy

The provisions of clauses 17 - Termination of Employment and 18 - Redundancy apply to all categories of continuing employment.

16.4 Non-continuing employment

The following categories of employment will apply in non-continuing employment:

(a) Fixed term employment

- (i) “Fixed-term employment” means employment for a specified period or project, for which the instrument of appointment will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of employment will expire). During the fixed term of employment, employment is not terminable by KWHB, other than on grounds of misconduct.
- (ii) A fixed term contract is terminable by mutual agreement between KWHB and the employee.
- (iii) The use of “fixed-term employment” will be limited to employees engaged on work activity that comes within the description of one or more of the following circumstances:
 - (a) A “specific task or project” which means a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to KWHB, not being funding that is part of an operating grant.
 - (b) “Replacing a full-time or part-time employee as a replacement employee” which means undertaking specified work activity for a definable period while another employee is on approved leave of absence.

16.5 Conditions of employment on fixed term employment

- (a) A fixed-term employee, who has a period of continuous service in a classification that has an incremental structure, will be entitled to progress through the incremental structure as described in sub-clause 20.

- (b) The fixed term of employment may be extended once only to accommodate operational requirements. Agreement to extend the initial term must be in writing signed by both KWHB and the employee. Where there is no signed agreement in writing, the category of employment for any extension to the initial fixed term will be one of continuous employment.

(c) Redundancy

The provisions of clauses 17 - Termination of Employment and 18 - Redundancy do not apply to fixed term contracts of employment.

16.6 Limited tenure employment

- (a) Limited tenure employment means employment where continuing service is limited by operational requirements.
- (b) A limited tenure employee, who has a period of continuous service in a classification that has an incremental structure, will be entitled to progress through the incremental structure as described in sub-clause 20.
- (c) A break of sixty days or less between the end of one limited tenure period of employment and the commencement of a subsequent limited tenure period of employment will be deemed not to have broken the continuity of service but will not count in the calculation of length of continuous service.
- (d) Limited tenure employment may be either full-time or part-time.
- (e) The provisions of clause 17 - Termination of Employment and 18 - Redundancy apply to limited tenure employment with effect in relation to that period of service.

16.7 Casual employment

- (a) “Casual employment” means a person engaged by the hour and paid on an hourly basis that includes a loading of 25%, which is in compensation for non-entitlement to any of the forms of paid leave of absence under the terms of this Agreement.
- (b) Casual employees will be given one hour’s notice of termination of employment.
- (c) The provisions of clauses 17.1(a) - Termination of Employment and 18 - Redundancy do not apply to casual employment.

16.8 Requirement to state terms of appointment

- (a) Upon engagement, KWHB will provide the employee with an instrument of appointment which stipulates both the type (continuing or non-continuing) and the category of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:
 - (i) for employees other than casual employees, the classification level and salary of the position on commencement of the employment and, if not full-time the fraction of full-time hours to be worked;

- (ii) for a fixed-term employee, the term of the employment and the circumstance(s) by reference to which the term of employment is fixed;
- (iii) for casual employees, the duties required and the hourly rate of pay for each class of work required;
- (iv) an entitlement to and the terms of the entitlement to a subsidy for relocation and/or repatriation under clause 51.

17. Termination of Employment

17.1 Notice of termination by KWHB

- (a) In order to terminate the employment of an employee the KWHB must give to the employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to the notice in paragraph 17.1(a), employees over 45 years of age at the time of the giving of the notice with not less than two years of continuous service are entitled to an additional week's notice.
- (c) In particular cases, longer periods of notice than in paragraph 17.1(a) may apply by mutual agreement between KWHB and the respective employee. The agreed, longer period(s) of notice required both by KWHB and the employee must be recorded in the instrument of appointment issued in accordance with clause 16.8.
- (d) Payment in lieu of the notice will be made if the appropriate notice period is not given.
- (e) Payment in lieu of notice will be calculated on the basis of the wages an employee would have received in respect of the ordinary time earnings had he or she worked during the period of notice.
- (f) The period of notice in this clause will not apply in the case of dismissal for conduct that justifies summary dismissal or in the case of casual employees, apprentices, or employees engaged under a fixed term contract.

17.2 Notice of termination by employee

- (a) The notice of termination required to be given by an employee will be the same as that required of KWHB, except that there will be no additional notice based on the age of the employee concerned.

- (b) If an employee fails to give notice, KWHB will have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

17.3 Statement of employment

KWHB will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

17.4 Summary dismissal

Notwithstanding the provisions of clause 17.1 KWHB will have the right to dismiss any employee without notice for serious misconduct that justifies instant dismissal. In such cases, the wages will be paid up to the time of dismissal only.

18. Redundancy

18.1 Interpretation

For the purposes of this clause, a termination on the grounds of redundancy is a termination of full-time or part-time employment made pursuant to KWHB's decision that the job being performed by the employee is no longer required to be performed by anyone.

18.2 Discussions before terminations

- (a) Discussions before termination - see clause 14.
- (b) The discussions will take place as soon as is practicable after KWHB has made the decision referred to in paragraph 18.1 and will cover reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purposes of these discussions KWHB will provide in writing to the employees concerned and their nominated representatives, all relevant information about the proposed terminations. This will include the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

18.3 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 17.1(a) an employee who is terminated or who is transferred to lower paid duties for reasons set out in sub-clause 18.1 will be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
Less than 1 year	2 weeks' pay
1 year and less than 2 years	4 weeks' pay

2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	16 weeks' pay

- (b) Periods of casual employment do not count for the purpose of calculating applicable severance pay.
- (c) A "Week's pay" means the ordinary time earnings for the employee concerned.
- (d) The severance payments will not exceed the amount that the employee would have earned if employment with KWHB had proceeded to the employee's normal retirement date.
- (e) Where the employee has been transferred to lower paid duties the severance payment will be an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates.

18.4 Employee leaving during notice

An employee whose employment is terminated for reasons set out at sub-clause 18.1 may terminate his or her employment during the period of notice and will be entitled to the same benefits and payments under this clause had he or she remained with KWHB until the expiry of such notice, provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

18.5 Alternative employment

In a particular redundancy case, KWHB may make application to the Commission to have the general severance pay prescription varied if they obtain acceptable alternative employment for an employee.

18.6 Time off during notice period

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

18.7 Employees exempted

This clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including reckless or wilful neglect of duty, or in the case of casual employees, apprentices, or employees engaged under a fixed term contract.

Part 4 - Rates of Pay and Related Matters

19. Classifications and wage rates

- 19.1** Upon appointment all employees will be provided with an “Instrument of Appointment” that states the classification level of their position and their starting salary having regard to the employee's skills, experience and qualifications.
- 19.2** An employee will be credited with relevant prior experience in the industry for the purpose of determining their salary on appointment and eligibility for incremental advancement, provided that there has not been a break of five years of working in the industry.
- 19.3** Should an employee believe they have not been graded properly they will have the right to have the matter dealt with in accordance with clause 15 - Dispute resolution.
- 19.4** The annual salary payable to each employee will be as specified for the appropriate classification and level contained in Schedules A to E.

20. Service increments

All staff will be entitled to annual service increments within the scales of salary fixed for their designation provided they have been rated at a satisfactory standard in their performance assessment. Where performance has been deemed to be unsatisfactory, the CEO may elect to have the increment deferred for a period of three months prior to a further review. Where performance remains unsatisfactory after the 3 month deferment, the CEO may consider further action including transfer to a lower classification or termination of employment. Disagreement over decisions made in this area may be dealt with through the Dispute Resolution provisions in clause 14.3.

21. New classifications

As the need arises, with consultation and agreement, the parties may seek variations to the Agreement to insert new classifications, e.g. Aboriginal Health Practitioners or Enrolled Nurses.

22. Recognition of post graduate qualifications

When an essential selection criterion for a KWHB position includes a requirement for a specific post graduate diploma, Master's Degree or Doctorate qualification, the incumbent will be entitled to a minimum of 102.5% of the rate of pay prescribed for the applicable classification in this Agreement, provided that the requirement for the qualification is not already included in the classification definition.

23. National training wage

Employment under the terms of a traineeship will be in accordance with the applicable Award.

24. Apprenticeships

Employment under the terms of an apprenticeship will be in accordance with the applicable Award.

25. Supported wage system

Employment under the terms of the supported Wage System will be in accordance with the applicable Award.

26. Higher duties

26.1 An employee who is required by KWHB to act in a higher classified position for a period of five (5) consecutive working days or more will be paid a higher duties allowance (HDA) in accordance with the provisions of clause 26.2.

26.2 When HDA applies, it will be calculated in accordance with the following schedule:

PERIOD OF HIGHER DUTIES	AMOUNT OF HIGHER DUTIES PAID
Five (5) working days	25% of difference between the employee's salary and the minimum of the salary of the higher position
Six (6) to ten (10) working days	50% of difference between the employee's salary and the minimum of the salary of the higher position for the entire period
Eleven (11) to Fifteen (15) working	75% of difference between the employee's salary and the minimum of the salary of the higher position for the entire period
Sixteen (16) days or more	100% difference between the employee's salary and the minimum of the salary of the higher position for the entire period

- 26.3** KWHB may approve the payment of 100% HDA from the first day an employee commences acting in the higher position whenever KWHB considers the employee will be performing the full range of duties applying to the higher position.
- 26.4** Where an employee is required to act in a position that has an incremental range of salaries, they will be entitled to receive an increase in HDA equivalent to the annual increment they would have received had they been permanently appointed to the position. Provided that if the employee acts in a higher position for a total of twelve months over a period of eighteen months they will be entitled to a further salary increment at the higher classification level.
- 26.5** An employee in receipt of a HDA, who proceeds on leave for four weeks or less, will continue to receive this allowance. Provided that:
- (a) The employee returns to the acting position for a minimum of four weeks, following completion of the period of leave, and
 - (b) The acting position remains vacant during the period of leave.

27. Allowances

27.1 On-call allowance

Where an employee is required and rostered to remain on-call and in readiness to be recalled to work after ordinary hours of work, the employee will be paid an on-call allowance as follows:

From the first pay period commencing on or after the Agreement comes into operation, the following rates will apply:

Monday to Friday	\$54.33 per on-call period
Saturday, Sunday and Public Holidays	\$108.66 per on-call period

From the first pay period commencing on or after 1 October 2018, the following rates will apply:

Monday to Friday	\$55.69 per on-call period
Saturday, Sunday and Public Holidays	\$111.38 per on-call period

From the first pay period commencing on or after 1 October 2019, the following rates will apply:

Monday to Friday	\$57.08 per on-call period
Saturday, Sunday and Public Holidays	\$114.16 per on-call period

From the first pay period commencing on or after 1 October 2020, the following rates will apply:

Monday to Friday	\$58.51 per on-call period
Saturday, Sunday and Public Holidays	\$117.02 per on-call period

27.2 Uniforms

- (a) KWHB will provide reasonable quantities and replacement of uniform clothing that it requires employees to wear in the course of their employment, in accordance with the KWHB Uniform/Dress for work Policy.
- (b) Uniforms will remain the property of KWHB and will be returned to KWHB prior to the payment of final salary and allowances.

27.3 Travelling and camping allowance

- (a) KWHB will, by a combination of direct booking and payment; advancement of allowance or reimbursement, pay for reasonable expenditure incurred by an employee who is required to be away from home overnight for work related purposes, in accordance with the KWHB Travel and Accommodation Allowances Policy.
- (b) The allowance advanced for meals and incidentals will be adjusted from the first pay period commencing on or after 1 January each year in accordance with NT Public Sector rates, which for 2017-18 are: \$17.20 for breakfast; \$26.20 for lunch; \$36.90 for dinner and \$13.20 for incidentals.
- (c) The accommodation and camping allowance advance component for 2017-18 is \$104.00, which will be adjusted annually in accordance with the NT Public Sector rate.
- (d) The camping allowance advance component is inclusive of meal and incidental expenditure allowance advances.
- (e) Where accommodation and/or meals are supplied as a part of the travel arrangements, those components will either not be advanced to the employee or, if advanced, must be returned to KWHB by the employee and may be recovered by payroll deduction, at KWHB's sole discretion, if not returned.
- (f) Employees who have resided in one location for a period of 21 days will transfer from travel allowance to payment of a living away from home allowance equal to the amount expended on accommodation, meals and incidentals, or an amount which is greater or lesser as the CEO considers to be reasonable in the circumstances.

27.4 Bilingual allowance

- (a) To qualify for payment of a bilingual allowance, an employee must apply and meet the criteria set out in the KWHB Bilingual Allowance policy.

- (b) For the purposes of this Agreement, bilingual means a recognised proficiency in English as well as any one of the Aboriginal or Torres Strait Islander languages used in the Katherine West region.
- (c) In recognition of the increased effectiveness and productivity of bilingual employees, an employee who is competently bilingual and who is required to use more than one language in the course of their employment and meets the criteria set out in the KWHB Bilingual Allowance policy will be entitled to a bilingual allowance.
- (d) The amounts from the first pay period commencing on or after 1 July 2017 are \$0.94 per hour for an employee in their first 12 months of entitlement, or \$1.88 per hour for an employee after their first 12 months of entitlement.
- (e) The same amount will apply to ordinary hours of work only, regardless of the category of employment. It will not apply during periods of leave or for the calculation of any loadings or penalty rates under the terms of the Agreement.
- (f) The amount will be adjusted at the same time as the Aboriginal Community Controlled Health Services Award 2010 and be calculated as follows:

Award allowance* ÷ 313 x 6 ÷ 38 (rounded down for whole cents)

*Note: The Level 1 Award allowance applies to the calculation of the allowance for the first 12 months (1950 ordinary hours for part-time or casual employees) and Level 2 or for after 12 months is twice that amount.

27.5 Vehicle allowance

- (a) Approval of vehicle allowance will only be granted in exceptional circumstances. Where an employee has prior approval and agrees to use their private vehicle on KWHB business, they will be paid a vehicle allowance preceding such travel, or by agreement in their next pay after such travel in accordance with the KWHB Private Vehicle Allowance policy.
- (b) The amount of the allowance for 2017-18 is 76 cents per kilometre. The amount will be adjusted from the first pay period commencing on or after 1 January each year in accordance with the NT Public Sector rate.
- (c) No employee will be forced to use his or her own vehicle for work purposes.

27.6 Freight assistance

- (a) Full-time and part-time employees based in remote localities will be entitled to a freight assistance allowance to subsidise the additional costs of freight of foodstuffs to their community of employment. The full-time amount of the assistance from the first pay period commencing on or after 1 July 2017 is \$48.71 per fortnight.
- (b) The allowance amount is adjusted from the first pay period commencing on or after 1 July each year according to the movement in the Weighted 8 Capital cities average Transport CPI for the March to March period.
- (c) The allowance is not payable during periods of unpaid leave or paid leave when the employee resides away from the remote workplace locality.

- (d) The allowance is payable on a pro-rata basis according to the number of days on which the employee works or is entitled to paid leave during each pay period.

27.7 Electricity subsidy

- (a) Full-time and part-time employees working in remote areas may be entitled to an electricity subsidy in accordance with the KWHB Electricity Subsidy Policy. The full-time amount of the subsidy from the first pay period commencing on or after 1 July 2017 is \$96.93 per fortnight.
- (b) The subsidy is adjusted from the first pay period commencing on or after 1 July each year to take increases to residential electricity tariffs into account.
- (c) The allowance is not payable during periods of unpaid leave or paid leave when the employee resides away from the remote workplace locality.
- (d) The allowance is payable on a pro-rata basis according to the number of days on which the employee works or is entitled to paid leave during each pay period.

27.8 Telephone subsidy

- (a) Full-time and part-time employees working in remote areas may be entitled to a telephone subsidy in accordance with the KWHB Telephone Subsidy Policy. The full-time amount of the subsidy from the first pay period commencing on or after 1 July 2017 is \$39.20 per fortnight.
- (b) The amount of the subsidy is adjusted from the first pay period commencing on or after 1 July each year according to the movement in the Weighted 8 Capital cities average Communications CPI for the March to March period.
- (c) The allowance is not payable during periods of unpaid leave or paid leave when the employee resides away from the remote workplace locality.
- (d) The allowance is payable on a pro-rata basis according to the number of days on which the employee works or is entitled to paid leave during each pay period.

28. Superannuation

- 28.1** KWHB will contribute the amount prescribed by the Superannuation Guarantee Act to the complying fund of the employee's choice.
- 28.2** When an employee does not exercise choice of fund within the prescribed 28 days of commencement of employment, KWHB will pay that employee's superannuation contributions into its nominated default fund: HESTA (Health Employees' Superannuation Trust Australia).
- 28.3** An employee may make contributions to their designated fund in addition to those made by KWHB under sub-clause 28.1.
- 28.4** The employee may elect prospectively to salary sacrifice earnings to superannuation contributions in accordance with Australian Taxation Office rules.

- 28.5** An employee who wishes to make additional contributions or to salary sacrifice to additional contributions must authorise KWHB in writing to pay into the Fund from the employee's wages a specified amount in accordance with the Fund trust deed and rules.

29. Salary packaging

- 29.1** Employees engaged on the following categories of employment may avail themselves of the advantage of fringe benefits salary packaging through a valid salary packaging arrangement with KWHB.
- (a) Full-time and part-time employees on continuing contracts of employment,
 - (b) Full-time and part-time employees on non-continuing contracts of employment with more than 12 weeks of tenure of employment,
- 29.2** Any employee that takes up the option to salary package must enter into a salary packaging arrangement with KWHB before they commence salary packaging.
- 29.3** Salary packaging arrangements must be in accordance with Australian Taxation Office guidelines and approved by the CEO.
- 29.4** In the event that the KWHB exemption from payment of fringe benefits tax is removed, packaging arrangements that incur an additional incidence of fringe benefits tax will be void and the employee's entitlement will revert to applicable pre-packaging rates of pay.

30. Payment of earnings and time records

- 30.1** Time records will be kept in accordance with the requirements of the Act and the KWHB Time Records Policy.
- 30.2** Earnings will be paid at the end of each pay period by bank transfer or other method as may be agreed, provided timesheets are provided by 9.00 am on the designated pay day.
- 30.3** Where, for the purpose of any provision of this Agreement, it is necessary to convert an annual salary into an hourly rate, it will in every instances, be ascertained by using the following formula: $\text{Annual salary amount} \div 365 \times 14 \div 75$.
- 30.4** Additional hours of work will be paid not later than the payday following the week in which the additional hours of work has been performed and claimed.
- 30.5** Except where it would cause financial hardship, all monies due to an employee will be transferred to the employee's nominated bank account during the processing of payroll for the pay period in which the termination takes effect.
- 30.6** When an employee notifies reasons why waiting until the end of the pay period in which the termination takes effect will cause financial hardship, KWHB will process a transfer of funds to the employee's nominated bank account within 24 hours of the employee's notification or the date of effect of the termination of employment, whichever is the latter.

Part 5 - Hours of Work and Rest Breaks

31. Ordinary hours of work and flexi-time

31.1 Ordinary hours of work are on the days from Monday to Friday inclusive.

31.2 The span of hours during which ordinary hours of work may be worked are between 7:00 a.m. and 7:00 p.m. This span of hours may be varied by mutual agreement in writing between a majority of employees in a work area and management.

31.3 Ordinary hours of work will be worked on five consecutive days within the span of days specified by paragraph 31.1. Subject to the provisions of sub-clause 31.2 ordinary hours of work will not exceed eight in any one day and, subject to the provisions relating to the hours of work for casual and part time employees will be an average of 37.5 per week, worked by way of:

- (a) 37.5 hours within a work cycle not exceeding seven consecutive days; or
- (b) 75 hours within a work cycle not exceeding fourteen consecutive days; and will be worked on the following basis:
 - (i) by employees working less than eight ordinary hours of work each day;
 - (ii) by employees working less than eight ordinary hours of work on one or more days each week;
 - (iii) by rostering employees off on various days of the week during a particular work cycle.

31.4 Application

An assessment will be made as to which method of implementation best suits the workplace and the proposal will be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.

31.5 Substitute days

- (a) KWHB with the agreement of the majority of employees concerned may substitute the day an employee is to take off in accordance with this sub-clause, for another day in the case of an emergency situation.
- (b) An individual employee, with the agreement of KWHB, may substitute the day he or she is to take off for another day.
- (c) Where a public holiday as prescribed falls on an employee's day off, the next working day will be taken in lieu of the rostered day off unless an alternative day in that four week cycle or the next is agreed upon between KWHB and the employee.

31.6 Flexitime - introduction

Flexitime is a system that allows an employee to set a pattern of attendance at work subject to the conditions outlined in this clause. For the purpose of recording and managing of PDO's this clause will apply.

31.7 Eligible staff

Flexitime will apply to all KWHB staff with the following exceptions:

- (a) Employees classified at Level 7 and above will only work flexitime with the approval of the CEO. If a flexitime arrangement is approved, the employee will be required to record their attendances under the provisions of this clause.
- (b) Part-time employees may access flexitime arrangements. However, flexitime will not be used to vary a part-time employee's hours without the mutual agreement of the CEO and employee.

31.8 Employee responsibilities

- (a) Flexitime allows employees to start and finish work at times of their own choosing within a determined bandwidth, subject to the availability of work and the approval (which may be general or specific) of the employee's supervisor.
- (b) Employees must be present during core times unless they apply for leave. Core times are detailed in sub-clause 31.12(d).
- (c) Employees are required to record their actual start and finish times, the times of their meal breaks and flexi-time accrued/flexi-leave acquitted in the format approved by the CEO.

31.9 Management responsibilities

- (a) Managers are responsible for ensuring that operating efficiency is maintained when employees work flexitime.
- (b) A supervisor may also determine an employee's attendance outside the hours of a standard day, but within the bandwidth, subject to the availability of work. This means that employees will not build up a flexitime credit when there is insufficient work to justify working outside the standard hours, whether that happens on a daily or weekly basis.
- (c) Review of flexitime procedures will be a routine part of KWHB's internal audit program. Any proposals for change will be referred to the Executive Management Committee.

31.10 Reversion - standard hours/temporary variation of flexi-time

The CEO, when necessary, may direct an employee or group of employees to revert to standard hours for a period or temporarily vary an existing flexitime arrangement. Where it has become necessary for such measures to be implemented, management and staff should attempt to reach agreement on both hours to be worked by employees and the length of time the arrangement should continue.

31.11 Non compliance

The CEO may, where it is reasonable to do so because an employee has failed to comply with the flexitime provisions, remove that employee from flexitime for a specified period and that employee will revert to the nominated standard hours. Where reversion is being considered, the employee will be provided with a minimum of two working days' notice to consult with their chosen representative prior to its implementation.

31.12 Operation of flexi-time

(a) Hours of work

Starting and finishing times, including meal breaks, are subject to agreement between the supervisor and employee.

(b) Standard day

A standard day for the purposes of flexitime is:

- (i)** 7 hours 30 minutes per day between 8.00 am to 12.00 noon and 1.00 pm to 4.30 pm for an employee who works 37.5 hours per week.
- (ii)** Other hours as agreed under local arrangements approved by the CEO.

(c) Bandwidth

- (i)** The bandwidth is the span of hours on a day that an employee may work as part of the flexitime scheme. At KWHB bandwidth commences at 7.00 am and concludes at 7.00 pm.
- (ii)** Bandwidth may be varied with the mutual agreement of the parties, which must include the agreement of the majority of employees, but the bandwidth must not exceed 12 hours and will not be used as a substitute for additional hours of work.

(d) Core time

- (i)** Core time means the times during the day when an employee is required to be on duty unless on approved leave or on approved flexi-leave. Core times are between 8.30 am and 12 noon and 2.00 pm to 4.30 pm. The CEO and a relevant party(s) to the Agreement may agree to change the core times to meet operational requirements.
- (ii)** In respect of specific job roles or specific circumstances, the CEO may alter the core times to cater for a genuine operational need. The following variations are contemplated:
 - For an employee performing reception or front counter duty, core time will commence at 8.00 am.
 - For an employee performing reception, core time will finish at 4.30 pm.
 - For staff rostered to open clinics, core time will commence at 8.00 am.

31.13 Field trips/travel

Employees on field trips or other travel will be considered to be working a standard day. In exceptional circumstances the CEO may vary this arrangement.

31.14 Time in lieu/flexi-leave

- (a) Employees will be entitled to carry over a maximum of 37.5 hours credit into the next pay period.
- (b) A 37.5 hour limit on Flexitime credit will be enforced and once an employee has reached this limit no further credit of flexitime will be made until the balance is reduced. The immediate consequence of this policy is that no employee will carry more than 37.5 hours,
- (c) KWHB will ensure that an employee is able to take flexi-time at a time arranged by discussions between the employee and their supervisor. Under exceptional circumstances where the ceiling limit is likely to be exceeded, the employee, immediate supervisor and the CEO will discuss the issues involved and ensure that a time is specified for the Flexitime to be taken.
- (d) Employees may apply for and receive approval to take flexi-leave in the same way as other leave. Flexi-leave may be used for a full day absence or part day absence during a pay period. Flexi-leave should be permitted only where an employee has sufficient flexitime credit to cover the absence, but this would not prevent the employee going into flexi-time debit as a result of a full day absence.
- (e) Employees will be entitled to carry over a maximum of 7 ½ hours flexitime debit into the next pay period. A flexi-time debit cannot be carried over two pay periods. Where an employee has accrued in excess of ten hours flexi-time debit at the end of a pay period, the excess hours will be without pay.
- (f) Whole day absences resulting from a public holiday or covered by a leave application and approval (including Leave Without Pay) are counted as a standard day (7 hours 30 minutes) towards the working time in a settlement period. In calculating the amount of leave to debit or the amount of credit covered by the grant of leave, the standard day start, finish and lunchtime break will be used.

32. Breaks

32.1 Meal breaks

- (a) Each employee who is required to work on any day or for any continuous period of five hours or more of ordinary time will be provided with a meal break.
- (b) Meal breaks will be for a period of not less than 30 minutes and not more than 60 minutes.
- (c) For any time worked during a meal break additional hours of duty rates will apply, and these penalty rates will continue to be paid for all time worked until the meal break is taken.

32.2 Rest breaks

Each full time employee will be entitled to a rest pause of fifteen minutes' duration in KWHB's time in the first and second half of his or her daily work. Such rest pauses will be taken at such times as will not interfere with the continuity of work and will be counted as time worked

33. Additional Hours of Work

33.1 Payment for additional hours of work

- (a) All time worked in excess of the prescribed ordinary hours of work and/or outside the spread of hours prescribed by this Agreement, will be additional hours of work.
- (b) All additional hours of work on any day other than Sunday or a public holiday will be paid for at the rate of one and a half times the ordinary rate for the first three hours and two times the ordinary rate thereafter.
- (c) In calculating additional hours of work each day will stand-alone.
- (d) An employee will work reasonable additional hours of work according to the operational requirements of KWHB. An employee's right to refuse to work unreasonable additional hours of work is set out in [Part 2-2, Division 3, section 62 of the Act](#).
- (e) An employee who is required to work additional hours of work on a Saturday, Sunday or public holiday will be afforded four hours work or paid for four hours' work at the appropriate rate, except where such additional hours of work is continuous with additional hours of work commenced on the previous day.
- (f) All additional hours of work worked on a Sunday will be paid for at the rate of double time.
- (g) All additional hours of work worked on a public holiday as prescribed by clause 44.1 will be paid for at the rate of double time.
- (h) Except when re-called to work during a period of on-call restrictive duty or with the prior approval of KWHB:
 - (i) employees in Health Centre Coordinator and Nurse Practitioner classifications, and
 - (ii) employees (other than Remote Area Nurses), whose minimum salary exceeds the top salary point in the Administration and General classification Level 7,

will not be eligible to receive payment for additional hours of work.

33.2 On-call

- (a) An "on-call period" on a normal weekday will be 1630 on one day until 0800 on the next day and for weekends and public holidays will be 0800 to 0800, i.e. 1630 Friday until 0800 on Saturday is a normal weekday.

- (b) An employee who is in an on-call period, and who has to respond to a phone call-out where it is not necessary to leave their residence, will be paid as follows:

 - (i) payment at the time and one half additional hours of work rate for the period of the phone call or a minimum period of 15 minutes for each call responded to or the time taken to complete the call(s), whichever is the longer. The double time rate will apply after three hours at the time and one half rate applies within any single on-call period.
 - (ii) as a general rule, attendance to phone calls only during an on-call period, where the phone calls only occur before 2200 or after 0600 will not enliven an entitlement to a 10 hour break before commencement of ordinary hours of work or the penalty rates for commencement of ordinary hours of work before a 10 hour break in clause 33.3 Note: nothing in this paragraph is intended to prohibit an employee who is fatigued from interruption to sleep from negotiating a reasonable break from attending for ordinary hours of duty without loss of ordinary hours of duty earnings.
- (c) An employee who is in an on-call period, and who has to respond to a call-out before 0600 where it is necessary to return to the workplace or leave their residence to attend to a patient, will be paid according to the following terms:

 - (i) a minimum payment, at the appropriate additional hours of work rate. The minimum payment will be for 3 hours, except when the work commences between 0800 and 0800 on a Saturday, Sunday or Public holiday when it will be 4 hours.
 - (ii) an employee recalled to work will not be obliged to work for the three hours if the work for which the employee is recalled is completed in less than three hours,
 - (iii) Any subsequent call outs during a single "call out period" will be paid for at double time for time worked.
 - (iv) if an employee is called out within three hours of starting work on a previous recall, the employee will not be entitled to any further payment for the time worked within that period of three hours,
 - (v) if an employee is called out on three or more occasions, the number of additional hours of payment will not exceed the number of hours from the beginning of the first call-out to the end of the last call-out.
- (d) An employee who is in an on-call period, and during that period has to respond to one only call-out after 0600, where it is necessary to return to the workplace or leave their residence to attend to a patient, will be paid at the additional hours of work rate for a minimum of three hours and then be expected to work for up to a maximum of a further 4.5 hours, subject to meal and rest breaks in accordance with clause 32, and be paid for 7.5 ordinary hours of work. In the event of an emergency where it was necessary for the employee to work for more than 7.5 hours in total, payment for the hours in excess of 7.5 will be at the double time additional hours of work rate.

33.3 Rest period before recommencing work

- (a) For employees that are on-call, entitlements to rest periods before recommencing work are covered by sub-clauses 33.2(c) and 33.2(d).
- (b) Otherwise, wherever reasonably practicable, work will be arranged so that employees have at least ten consecutive hours off work between work on successive days.
- (c) An employee who is not on-call and who has not had at least ten consecutive hours off work between those times will be released after completion of work until that employee has had ten consecutive hours off work without loss of pay for ordinary working time occurring during such absence.
- (d) If on the instructions of KWHB, the employee resumes or continues work without having had ten consecutive hours off work, that employee will be paid at double rates until the employee is released from work for this period without loss of pay for ordinary working time occurring during such absence.

33.4 Time off in lieu of un-rostered additional hours of work

- (a) By agreement with KWHB, which will form part of that employee's time and wages record, KWHB may pay un-rostered additional hours of work by one of the following methods:
 - (i) Payment at the ordinary hours of work rate for the period worked, together with time off ordinary hours of work at a mutually agreed time within four weeks, at a rate representing the difference between the applicable additional hours of work rate and the ordinary hours of work rate; or
 - (ii) Paid time off ordinary hours of work at a mutually agreed time within four weeks, at a rate representing the difference between the applicable additional hours of work rate and the ordinary hours of work rate, unless other arrangements have been negotiated between the parties.
- (b) Taking into account Clause (a), if the time off is not taken within the time specified, the additional hours of work is to be paid for at additional hours of work rates.
- (c) Under normal circumstances Time of in lieu will be limited to a maximum of 37.5 hours. The designated Manager of a work area may extend this limit in exceptional circumstances.
- (d) These arrangements may be varied by mutual agreement in writing between the supervisor and an employee.

33.5 Time off in lieu of approved additional hours of work

- (a) TOIL will be recorded in the same way as flexi-time.
- (b) Where an employee is directed to work outside ordinary hours of work, absence from work in lieu of payment for additional hours of work will be as follows:
 - (i) Flexitime will be used at all times during the bandwidth agreed at sub-clause 31.12(c)(i) on an hour for hour basis.
 - (ii) In all other cases approved time in lieu will be credited as follows:

Public holidays	7 hours 30 mins paid plus hours worked
Sunday	2 x hours worked
Saturday	First 3 hours @ 1.5, thereafter 2 x hours worked
Other	1.5 x hours worked outside the bandwidth

Part 6 - Leave Entitlements

34. Annual leave

34.1 A full-time employee will be entitled to the equivalent of 6 weeks of paid annual leave per annum, which accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

34.2 Annual leave is exclusive of public holidays. If a public holiday falls within an employee's period of annual leave and is observed on what would have been an ordinary working day for that employee, payment for that day will not reduce the employee's annual leave accrual.

34.3 Annual leave loading

Employees will be entitled to annual leave loading at the rate of 18% of the value of their annual leave payment at each occasion they are paid for annual leave.

34.4 Time of taking leave

- (a) The time of taking annual leave will be determined by mutual agreement between KWHB and the employee;
- (b) Where mutual agreement cannot be reached, the amount and time of taking leave will be determined in accordance with clause 34.5;
- (c) KWHB will give reasonable consideration to matters of particular difficulty raised by an employee before making a final direction to take leave under the terms of clause 34.5.

34.5 Excessive Annual Leave Accruals

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 12 weeks' paid annual leave.

(b) **Eliminating excessive leave accruals**

(i) **Dealing with excessive leave accruals by agreement**

Before KWHB can direct that leave be taken under subclause 34.5(b)(ii) or an employee can give notice of leave to be granted under subclause 34.5(b)(iii), KWHB or the employee must request a meeting and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.

(ii) **KWHB may direct that leave be taken**

This subclause applies if an employee has an excessive leave accrual.

If agreement is not reached under subclause 34.4(a), KWHB may give a written direction to the employee to take a period or periods of paid annual leave. The direction must state that it is a direction given under subclause 34.5(b)(iii) of this Agreement.

Such a direction must not:

- (1) result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of under subclause 34.5(b)(ii));
- (2) require the employee to take any period of leave of less than one week;
- (3) require the employee to take any period of leave commencing less than eight weeks after the day the direction is given to the employee;
- (4) require the employee to take any period of leave commencing more than 12 months after the day the direction is given to the employee; or
- (5) be inconsistent with any leave arrangement agreed between KWHB and employee.

An employee to whom a direction has been given under this subclause may make a request to take paid annual leave as if the direction had not been given. KWHB is not to take the direction into account in deciding whether to agree to such a request.

Note: The NES states that an employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

If leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued entitlement to paid annual

leave at any time being less than six weeks, the direction will be deemed to have been withdrawn.

The employee must take paid annual leave in accordance with a direction complying with this subclause.

(iii) Employee may require that leave be granted

This subclause applies if an employee has had an excessive leave accrual for more than six months and KWHB has not given a direction under subclause 34.5(b)(ii) that will eliminate the employee's excessive leave accrual.

If agreement is not reached under subclause 34.4(a), the employee may give a written notice to KWHB that the employee wishes to take a period or periods of paid annual leave. The notice must state that it is a notice given under subclause 34.5(b)(iii) of this Agreement.

Such a notice must not:

- (1) result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of under this subclause);
- (2) provide for the employee to take any period of leave of less than one week;
- (3) provide for the employee to take any period of leave commencing less than eight weeks after the day the notice is given to the employer;
- (4) provide for the employee to take any period of leave commencing more than 12 months after the day the notice is given to the employer; or
- (5) be inconsistent with any leave arrangement agreed between KWHB and the employee.

(iv) Dispute resolution

Without limiting the dispute resolution clause of this Agreement, KWHB or an employee may refer the following matters to the Fair Work Commission under the dispute resolution clause:

- (1) a dispute about whether the employer or employee has requested a meeting and genuinely tried to reach agreement under subclause 34.6(a);
- (2) a dispute about whether the employer has unreasonably refused to agree to a request by the employee to take paid annual leave; and
- (3) a dispute about whether a direction to take leave complies with subclause 34.5(b)(ii) or whether a notice requiring leave to be granted complies with subclause 34.5(b)(iii).

34.6 Annual leave in advance

- (a) KWHB and an employee may agree to the employee taking a period of paid annual leave in advance of the employee accruing an entitlement to such leave provided that the agreement meets the following requirements:
 - (i) it is in writing and signed by the employee and KWHB;
 - (ii) it states the amount of leave to be taken in advance and the date on which the leave is to commence; and
 - (iii) it is retained as an employee record.
- (b) This subclause applies if an employee takes a period of paid annual leave in advance pursuant to an agreement made in accordance with clause 35.5(a). If the employee's employment is terminated before they have accrued all of the entitlement to paid annual leave which they have taken then KWHB may deduct an amount equal to the difference between the employee's accrued annual leave entitlement and the leave taken in advance, from any monies due to the employee on termination.

34.7 Payment for period of leave

Before going on annual leave an employee may request in writing that their annual leave, including any annual leave loading, be paid in full, in advance. If no request for advance payment of annual leave is received from the employee, all leave payments will be paid in the normal payroll cycle.

34.8 Cashing Out of Annual Leave

- (a) Paid annual leave must not be cashed out except in accordance with this clause.
- (b) KWHB and an employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave provided that the following requirements are met:
 - (i) be in writing and retained as an employee record;
 - (ii) state the amount of accrued leave to be cashed out and the payment to be made to the employee;
 - (iii) state the date on which the payment is to be made, and
 - (iv) be signed by the employer and employee and, if the employee is under 18 years of age, the employees' parent or guardian;
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave at the time that it is cashed out;
- (d) The loading prescribed in paragraph 34.3 of this sub-clause apply when leave is cashed out.
- (e) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

- (f) employees may not cash out more than three weeks' accrued annual leave in any 12 month period.

34.9 Proportionate leave on termination

- (a) If an employee's employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave up to when the employment ends.
- (b) The loading prescribed in paragraph 34.3 of this sub-clause will apply to proportionate leave payable on termination.

34.10 Purchase of additional annual leave

- (a) Continuing, full-time employees may request to purchase from one to four weeks of Purchased Leave each year.
- (b) Access to Purchased Leave will be subject to applications being received by no later than 31 December for purchased leave for the following 26 pay periods. KWHB may consider applications for access to the purchased leave system that are made after 31 December taking into account the employee's personal circumstances and the reasons the employee did not make the application before 31 December.
- (c) When considering an employee's application for Purchased Leave, KWHB will take into account:
 - (i) the reasons for the employee requesting the additional leave;
 - (ii) the operational impact of the additional leave;
 - (iii) the employee's annual leave balance at the time; and
 - (iv) the employee's personal circumstances.
- (d) Where KWHB approves an application for Purchased Leave, the employee will have an amount deducted from his or her fortnightly salary over 26 fortnightly pay periods according to the following formula:

$$\frac{\text{Gross fortnightly salary} \times \text{number of weeks of Purchased Leave}}{52}$$

- (e) Leave loading does not apply to payments for additional annual leave.
- (f) An employee may cancel the purchased leave arrangements where exceptional circumstances occur. In this case, the employee will be refunded the salary deductions made less any Purchased Leave already taken.
- (g) An employee will be paid their normal base rate of pay less the normal annual purchased leave deduction during any period of purchased leave, subject to a maximum of the actual amount that has previously been deducted.
- (h) Where an employee does not take his or her Purchased Leave within 12 months of the commencement of the salary deductions he or she will lose the Purchased Leave credits and be repaid the value of the actual unused salary deductions.

- 34.11** On termination of employment, a reconciliation of the Purchased Leave arrangements will be made and the employee will either be paid the value of any excess salary deductions where all of the Purchased Leave has not been taken, or be required to pay the value of any Purchased Leave that has been taken and not fully paid for at the time of termination.

35. Personal/carer's leave

- 35.1** An employee who is unfit to attend for work, on account of personal illness or incapacity or requirement to provide care for an immediate member of their family or household on account of their illness or incapacity, will be entitled to paid personal/carer's leave subject to the following:

- (a) The employee has completed a written application detailing the length and purpose for which payment is claimed.
- (b) The employee will not be entitled to paid leave for any period in respect of which the employee is entitled to workers compensation.
- (c) Employees rostered on-call will, where practicable, notify KWHB prior to commencement. All employees will, where practicable, notify KWHB within two hours of scheduled commencement.
- (d) The employee will prove to the satisfaction of KWHB by providing documentary evidence in accordance with the Act that he or she was unable to attend for work on the day or days for which personal/carer's leave is claimed on account of illness or incapacity.
- (e) Unused personal/carer's leave is accumulative.
- (f) A full-time employee will accrue entitlement to paid personal/carer's leave at the rate of 10 days per annum progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (g) Payment for personal (sick) leave for periods of two days or less may be granted without the production of documentary evidence to a maximum of five days in any personal/carer's leave accrual year.
- (h) Payment for carer's leave may be granted to provide care for an immediate member of the employees family or household on account of their illness or incapacity, up to a maximum of 10 days in any personal/carer's leave accrual year. Payment for carer's leave for periods of two days or less may be granted without the production of documentary evidence up to a maximum of five days in any personal/carer's leave accrual year.
- (i) An employee will also be entitled to 2 days of unpaid carer's leave for each permissible occasion of requirement to provide care for an immediate member of their family or household on account of their illness or incapacity.

35.2 Personal/carer's leave while on annual leave

- (a) An employee who suffers a personal illness or injury while on annual leave will be entitled to additional paid leave for a period equal to the period of illness or injury during annual leave, subject to the following:

- (i) Within 24 hours of the employee's return to work the employee will produce to KWHB a certificate from a qualified medical practitioner as to the illness or injury.
- (ii) The additional paid leave will be subject to the availability of personal/carer's leave and will be set off against accumulated personal/carers leave credits.
- (iii) The additional paid leave will be given and taken at a mutually convenient time.
- (iv) The additional paid leave will be treated as accrued annual leave, but will not attract leave loading where the leave loading has been paid previously.

36. Compassionate leave

36.1 An employee is entitled to a period of 5 days paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

Note: For the purposes of clause 36.1 an immediate member of the family includes: a spouse, child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse of the employee or any other member of the employee's extended family by agreement with KWHB. Child includes an adopted child; a stepchild; an ex-nuptial child; and an adult child. Spouse includes a former spouse; a de facto spouse and a former de facto spouse. De facto spouse of an employee includes a person of the opposite or same sex to the employee who lives with the employee as the employee's husband or wife on a genuine domestic basis although not legally married to the employee.

37. Ceremonial leave

37.1 An employee with twelve months of continuous service who is necessarily absent from work for ceremonial purposes will be entitled to up to two weeks unpaid leave per year for those purposes. This leave will be non-cumulative. The CEO has delegation for approval of this leave.

37.2 By agreement with the KWHB Board, leave may be extended by a further period of unpaid leave.

38. Special leave or sorry leave

- 38.1** An employee may make application for special leave with or without pay, provided that special leave with pay does not exceed five days in any twelve monthly period and that special leave without pay, does not exceed five days.
- 38.2** Leave without pay in excess of one week will not be included for any purpose as part of an employee's period of service. In addition, an employee may seek access to their ceremonial leave entitlement for sorry business.

39. Parental leave

These employee entitlements to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child should be read in conjunction with the terms of the NES at [Chapter 2, Part 2-2, Division 5 of the Act](#), which take precedence over this provision in the event of an inconsistency that provides a greater benefit.

39.1 Definitions

For the purpose of this clause “child” means a child of the employee under the age of one year except for the adoption of a child where “child” means a person under the age of 18 years who is placed with the employee for the purpose 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.

39.2 Basic Entitlement

After 12 months continuous service, 52 weeks parental leave is available upon the birth or adoption (adoption leave) of their child to:

- (a) female employees, (maternity leave), and
- (b) male employees (paternity leave), and
- (c) employees, in a same sex, live-in partnership, who have the responsibility for the primary care of an expected or newly born (maternity leave for a birth mother and paternity leave for others) or adopted child (adoption leave).

39.3 Unless otherwise provided under this clause parental leave will be unpaid.

39.4 Parental leave is to be available to only one parent at any point in time. Both parents may access the leave (at the same time) in the following circumstances:

- (a) for paternity leave, three weeks during the first 3 months after the birth of the child, or
- (b) for adoption leave, three weeks at the time of placement of the child.

39.5 Unpaid parental leave only, will be available to a casual employee, as defined in [s. 67\(2\) of the Act](#).

39.6 Maternity Leave

- (a) The employee will notify KWHB at least 10 weeks in advance of the date of commencement of maternity leave and the period of the leave to be taken.
- (b) KWHB may require the employee to provide a medical certificate stating that the employee is pregnant and the expected date of birth.
- (c) Subject to sub-clause 39.2, and unless agreed otherwise between KWHB and an employee, the employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth. The first 8 weeks of maternity leave will be paid leave. An employee may elect to have the 8 weeks of pay for maternity leave paid as a lump sum at the commencement of leave or paid in less than weekly instalments over a longer period than 8 weeks, e.g. half pay over 16 weeks.
- (d) Where an employee continues to work within the six weeks period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, KWHB may require the employee to provide a medical certificate stating that she is fit to work her normal duties.
- (e) Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave except that where an employee is suffering from an illness not related to the direct consequence of the birth, an employee may be entitled to paid personal/carer's leave in lieu of, or in addition to special maternity leave.
- (f) KWHB may require the employee to provide appropriate medical certification when applying for leave under paragraph 39.6(e).
- (g) Where leave is granted under paragraph 39.6(e), during the period of leave an employee may return to work at any time, as agreed between KWHB and the employee provided that time does not exceed 4 weeks from the re-commencement date desired by the employee.
- (h) Where an employee has not yet commenced maternity leave, but suffers from an illness related to the pregnancy the employee may be granted paid personal/carer's leave to which she is entitled and further unpaid leave.

39.7 Transfer to a safe job and special maternity leave

Entitlement to transfer to a safe job and/or payment of no safe job leave will be in accordance with [s. 81 and 82 of the Act](#).

39.8 Paternity leave

- (a) An employee will notify KWHB at least ten weeks in advance of the date of commencement of paternity leave and the period to be taken. Paternity leave will be unpaid leave and can be taken in up to two periods over the 52 weeks after the birth of the child.

- (b) KWHB may require the employee to provide appropriate certification of the birth of the child, that leave is sought for parenting purposes and that the leave, other than the 3 weeks provided in sub-clause 39.4(a), is not being taken in conjunction with any parental leave taken by their spouse.

39.9 Adoption leave

- (a) The employee will notify KWHB of the intention to adopt a child as soon as practicable after that decision has been put into action and will notify KWHB when the notice of approval for adoption is received, and will immediately notify KWHB when the notice of the adoption becomes available.
- (b) KWHB may require the employee to provide appropriate certification that the leave sought is for parenting purposes and that the leave, other than the three weeks provided in sub-clause 39.4(b) is not being taken in conjunction with any parental leave taken by their spouse.

39.10 Variation of period of parental leave

On application an employee will be entitled to change the period of parental leave on one occasion with any such changes to be notified at least 2 weeks prior to the commencement of the changed arrangements, provided that the employee may still comply with the requirement in paragraph 39.16(a) to provide a minimum of 4 weeks of notice of the intended date of return to work.

39.11 Parental leave and other entitlements

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

39.12 Effect of parental leave on employment

- (a) Paid parental leave will count as service for all purposes of the Agreement.
- (b) Unpaid parental leave will not break the continuity of service of an employee but will not be taken into account in calculating the period of service for accrual of annual or personal/carer's leave.
- (c) An employee on parental leave may terminate their employment at any time during the period of leave by notice given accordance with this Agreement.
- (d) KWHB will not terminate the employment of an employee on the grounds of pregnancy or absence on parental leave.

39.13 Right to request

- (a) An employee entitled to parental leave pursuant to the provisions of 39.4(a) or 39.4(b) may request KWHB to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) KWHB will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, will only refuse the request on reasonable grounds related to the effect on the operational requirements of KWHB. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on client services.

39.14 Employee's request and the employer's decision to be in writing

The employee's request made under paragraph 39.13(a) and KWHB's decision made under paragraph 39.13(b) must be recorded in writing.

39.15 Request to return to work part-time

Where an employee wishes to make a request under paragraph 39.13(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

39.16 Returning to work after a period of parental leave

- (a) An employee will notify KWHB of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to sub-clause 39.7, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such a position no longer exists but there are other positions available which the employee is qualified for and capable of performing they will be entitled to a position comparable in status and pay to that of their former position.

39.17 Replacement Employees

- (a) A "replacement employee" means an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

40. Family and domestic violence

- 40.1** "Family and domestic violence" means violent, threatening or other abusive behaviour by an immediate family member of an employee that seeks to coerce or control the employee and which causes them harm or to be fearful.

- 40.2** KWHB acknowledges that employees who are subjected to family or domestic violence may need support that would be in the best interests of continuing employment for both KWHB and the affected employee.
- 40.3** An employee who is subject to family or domestic violence, as defined in paragraph 40.1, will be entitled to use paid Special leave under clause 38; or available paid leave accruals of personal/carer's, annual, or long service leave, if it is necessary to deal with the impact of the family or domestic violence and it is impractical for the employee to do so outside their ordinary hours of work. Where paid leave is not available, consideration may also be given to approval for annual leave in advance in accordance with clause 34.6 and/or unpaid leave according to the employee's circumstance.
- 40.4** An employee who is supporting an immediate member of his or her family experiencing family or domestic violence will be entitled to use paid Special leave under clause 38, if it is necessary to deal with the impact of the family or domestic violence and it is impractical for the employee to do so outside their ordinary hours of work.
- 40.5** The employee or supporting employee may be required to furnish evidence to support the impracticality of dealing with the impact of the family or domestic violence outside their ordinary hours of work.
- 40.6** Disputes in relation to an employee's entitlement to Family and domestic violence may be referred to the FWC for determination in accordance with clause 15 - Dispute resolution of the Agreement.

41. Community service leave

41.1 Jury service leave

- (a) When a full-time employee is required to attend for jury service, KWHB will pay up to 7.5 hours per day at the ordinary hours of work rate for time spent on jury service during rostered ordinary hours of work, provided that the employee elects to assign the jury service fee to KWHB. Note: In the event that the employee does not sign over the jury service fee, the amount concerned will be recoverable by KWHB as an over payment of wages.
- (b) An affected employee will notify KWHB as soon as practicable of the date upon which he or she is required to attend for jury service. The employee will provide proof to KWHB of his or her attendance, the duration of the attendance and the amount received in respect of the jury service.
- (c) An employee called up and subsequently not required for jury service will report for work as soon as practicable after being informed that he or she is not required.

41.2 Other eligible community service leave

An employee will be entitled to be absent from employment for engaging in other eligible community , e.g. activity that involves dealing with an emergency or natural disaster in accordance with the terms and conditions of the NES at [Chapter 2, Part 2-2, Division 8 of the Act](#).

42. Defence reserve services leave

- 42.1** Subject to operational requirements, statutory obligations and provision of satisfactory documentary evidence of requirement to attend, the Director may release an employee who is called out on Defence Reserve Service.
- 42.2** Approved Defence Reserve Services leave will not break the continuity of service and, unless otherwise advised in writing, will count as service for the purpose of leave accrual for all purposes of this Agreement.
- 42.3** KWHB will make up the difference between Defence Reserve Services pay and the employee's usual pay and superannuation contributions in respect of periods for which it is paid an Employer Support Payment.

Note: KWHB may receive an Employer Support Payment (ESP) from the Defence Force to offset the costs of releasing the employee on Defence Reserve Activities when the employee takes Defence Reserve Services leave without pay from KWHB for the period of Defence Services Activity. If the employee receives Defence Reserve Services pay which is less than the amount he/she would normally receive as salary from KWHB, and KWHB receives an Employer Support Payment from the Defence Force, KWHB will pay the employee an allowance to make up the difference between Defence Reserve Services pay and the usual KWHB salary (and superannuation) received.
Defence Reserve Personnel should note that for KWHB to be eligible to receive an Employer Support Payment:

- The employee's period of Defence Reserve Service must be a minimum of 5 consecutive days,
- The employee must have served a qualifying period of 14 days' Defence Reserve Service (in a single period or blocks of 5 consecutive days or longer) in the current financial year. The Defence Force does not make ESP's for the first 14 days served. KWHB only receives ESP's, and therefore the employee only receives the top up allowance, in respect of periods of service beyond 14 days per annum.
- ESP's do not apply to periods of Defence Service when the employee uses paid leave from KWHB.

43. Long service leave

- 43.1** Employees will be granted Long Service Leave entitlements in accordance with the provision of the Long Service Leave Act of the Northern Territory, as amended.
- 43.2** Except that employees of KWHB will be entitled to take pro-rata long service leave after completing 7 years of service as defined in the Long Service Leave Act.
- 43.3** Additionally, in exceptional circumstances where an employees has no other forms of paid leave available and there are pressing personal issues that the employee needs to have time off to address, KWHB may approve payment for periods of less than 4 weeks of long service leave.

- 43.4** Portability of long service leave is not financially viable for KWHB. However where an employee has previous health industry related service KWHB will give consideration to allowing access to long service leave accrued during service with KWHB before completing 7 years of continuous service. Approval of early access will be at the sole discretion of the CEO unless negotiated as a part of an individual employee's terms of employment.

44. Public holidays

- 44.1** Weekly employees will be entitled to the undermentioned public holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day (the first Monday in May), Queen's Birthday, NAIDOC Day, Show day (on the day and in the locality for which it is gazetted), Picnic Day (the first Monday in August), Christmas Day and Boxing Day.
- 44.2** Where in the Northern Territory or a locality within the Northern Territory an additional public holiday is proclaimed or gazetted by the relevant authority or is required to be observed by a judicial or administrative order and this holiday is to be observed generally by persons throughout the Northern Territory or though out a locality, then the holiday will be deemed to be a holiday for the purposes of this Agreement.
- 44.3** If an employee is acting in a higher class or grade on a day on which a public holiday falls, payment for the holiday will be made at the higher rate if the employee acts in the higher capacity on the day preceding the holiday and the day following the holiday.
- 44.4** Should an employee be entitled to a holiday on a working day and such holiday occurs during the currency of an employee's annual leave, an additional day will be added to the leave in lieu of such holiday.
- 44.5** For all time worked on a public holiday an employee will be paid at the ordinary hours of duty rate in addition to payment under clause 44.1, i.e. double time for the hours worked.
- 44.6** Where, in a cycle of shifts on a regular roster, an employee is required to perform rostered work on each of the days of the week, that employee will, in respect of a public holiday which occurs on a-day on which the employee is rostered off work, be granted, if practicable, within one month after the holiday, a day's leave in lieu of that holiday.
- 44.7** Where in any case, it is not practicable to grant a day's leave in pursuance of sub-clause 44.6 of this clause, the employee will be paid, in its stead, one day's pay at ordinary rate.
- 44.8** Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday will be regarded as the holiday shift.

45. Travel out of isolated lands entitlement (FOIL)

- 45.1** An employee who resides and is required to work continuously in or around a remote community health clinic operated by KWHB will be entitled to one FOIL after each 46 weeks in any 52 week period of continuous work. During periods where an employee is required to participate in the “on-call” roster, the employee will be entitled to accrue another FOIL entitlement after each 15 weeks of continuous work subject to a maximum of 2 additional FOIL’s in any continuous 52 week period of continuous work.
- 45.2** A full-time employee’s FOIL entitlements up to 31 December 2017 are:
- (a) payment of \$750 (Expense Component) to assist with travel out of the remote community; and
 - (b) a maximum of 2 days paid fares out leave consecutive with a weekend and/or one optional day of leave without pay or other leave approved in conjunction with the fares out leave; and
 - (c) payment of \$120 (Daily Accommodation Component) per day, to assist with accommodation, for up to a maximum of 3 days of fares out leave taken.
- 45.3** The Expense Component amount is adjusted from the first pay period commencing on or after 1 January each year according to the movement in the Weighted 8 Capital cities average CPI for the September to September period.
- 45.4** The Daily Accommodation Component amount is adjusted from the first pay period commencing on or after 1 January each year in accordance with the NT Public Sector rate.
- 45.5** A part-time employee’s pro-rata FOIL entitlement will be to:
- (a) $\text{Expense Component} \times \text{total ordinary hours worked in the qualifying period} \div \text{full-time hours of work for the same qualifying period}$, to assist with travel out of the remote community; and
 - (b) 2 days of pro-rata paid fares out leave (based on average ordinary hours of work during the qualifying period) consecutive with a weekend and/or one optional day of leave without pay or other leave approved in conjunction with the fares out leave; and
 - (c) $\text{Daily Accommodation Component} \times 3 \times \text{the total number of ordinary hours worked in the qualifying period} \div \text{full-time hours of work for the same qualifying period}$, to assist with accommodation, for up to a maximum of 2 days of fares out leave taken.
- 45.6** A casual employee’s pro-rata FOIL entitlement will be to:
- (a) $\text{Expense Component} \times \text{total ordinary hours worked in the qualifying period} \div \text{full-time hours of work for the same qualifying period}$, to assist with travel out of the remote community; and

- (b) 2 days of pro-rata unpaid fares out leave consecutive with a weekend and/or one optional day of leave without pay or other leave approved in conjunction with the fares out leave; and
 - (c) $\text{Daily Accommodation Component} \times 3 \times \text{the total number of ordinary hours worked in the qualifying period} \div \text{full-time hours of work for the same qualifying period}$, to assist with accommodation, for up to a maximum of 2 days of fares out leave taken.
- 45.7** Approval to utilise a FOIL entitlement in advance may be granted after 12 weeks of continuous work in the remote locality, provided that the employee undertakes to return to work for the applicable qualifying FOIL accrual period. In the event that the employee does not return to work for the applicable qualifying FOIL accrual period, KWHB may deduct the full amount of FOIL monies for paid leave, travel and accommodation assistance amounts advanced from the employee's monetary entitlements on termination of employment.
- 45.8** For the purposes of calculating accrual, periods of "continuous work" will include periods of absence for fares out leave; periods of absence for approved, paid annual leave and periods of absence for approved, paid personal leave during which the employee is residing in the remote locality but will not include any other periods of absence from the remote locality.
- 45.9** An approved FOIL absence, whether paid or unpaid, will not be treated as an "excluded period" for the purpose of calculation of continuous service, i.e. it will count for the purpose of accrual of other forms of leave.
- 45.10** Entitlements under this clause are non-accumulative, i.e. if not taken by the time the next entitlement accrues or would have accrued, the entitlement is void. An entitlement accrued under this clause is not available on termination employment or if the employee is not returning to work in a qualifying remote locality after the fares out leave.

Part 7 - Health, Safety, Environment and Policy Matters

46. Professional indemnity

46.1 Insurance

KWHB will maintain sufficient professional indemnity insurance for nurses, AHP's and other staff to cover up to \$250,000 of legal fees, \$10,000,000 damages with no more than a \$10, 000 excess for a breach of professional duty under the terms of the professional indemnity insurance policy, which will not extend to conduct of an employee committing fraudulent or dishonest conduct.

46.2 Professional responsibility

The parties acknowledge that the health service/client relationship is governed by a range of legal and professional obligations.

46.3 Confidentiality

The parties acknowledge that employees may only divulge information in accordance with relevant Commonwealth and Territory legislation, instructions from courts, or other legal instructions and lawful orders from appropriately delegated officers.

47. Staff development

- 47.1** KWHB may grant a maximum of two weeks' paid study leave per year, to study for exams, to attend residential schools, or to attend other short courses providing the study has relevance to the employee's employment.
- 47.2** Approvals of study leave will be determined in accordance with KWHB's Staff Development policy and will not unreasonably affect the productive operations of KWHB.
- 47.3** The Dispute resolution procedure, clause 15, must be followed if an employee(s) chooses to dispute that a decision, to reject an application for leave, is in accordance with KWHB's Staff Development policy.

48. Amenities

- 48.1** Wherever practicable, KWHB will provide the following amenities for the use of its employees at their place of work:
- boiling water at meal times;
 - cool drinking water;
 - a refrigerator at a place reasonably accessible to all employees;
 - proper and sufficient sanitary, lavatory facilities;
 - proper and sufficient washing facilities;
 - Suitable first aid kits that will be maintained by KWHB;
 - A lunch room.
- 48.2** These amenities may not always be available to employees undertaking fieldwork, for example the Mobile Team.

49. Accommodation

Private and secure accommodation of an acceptable standard, including basic furniture and kitchenware, will be provided free of charge to employees required to work and reside in remote locations outside Katherine and where that location is not their normal place of residence.

50. Violent incidents

- 50.1** All employees and their families subjected to abuse or assault will be offered removal from their work and living environment immediately upon request. KWHB will pay reasonable removal and accommodation expenses. Monies will be reimbursed to staff that pay for their own removal and accommodation expenses. Management will be notified immediately, where reasonably possible, so as to approve and coordinate removal of staff from the site. Reasonable accommodation expenses will be the same as that which applies in the travel allowance policy.
- 50.2** Professional independent counselling will be offered and paid for by KWHB. The Board and the relevant nominated employee representative will be advised promptly by KWHB of all incidents of reported assaults.

51. Personal effects transport - relocation and repatriation

- 51.1** Where KWHB has agreed to subsidise recruitment relocation and/or repatriation upon termination of employment and those conditions are stated in the employees terms of employment in accordance with paragraph 16.8(a)(iv) the following terms will apply:
- (a) KWHB will pay for transport costs associated with relocation of household and personal affects up to a maximum of \$3,000 for delivery from the place of recruitment to the place of employment. Organisation of uplift, transport and delivery are the sole responsibility of the employee.
 - (b) KWHB will pay transport costs associated with repatriation of household and personal effects up to a maximum of \$3,000 for removal from the place of employment to the place of recruitment for an employee who completes the full term of their contract and/or whose employment is terminated other than for misconduct. Organisation of uplift, transport and delivery are the sole responsibility of the employee.

Schedule A - Nursing Classifications & Rates of Pay

A.1 Nursing employee rates of pay will be in accordance with the following schedule from the first pay period commencing on or after 1 October 2017:

Full-time, Part-time (continuing and non-continuing) employees:

First pay period commencing on or after: 1 October 2017	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
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Remote Area Nurse:

Year 1	\$99,581	\$50.9273	\$76.3909	\$101.8545	\$101.8545	\$50.9273
Year 2	\$103,068	\$52.7106	\$79.0659	\$105.4212	\$105.4212	\$52.7106
Year 3	\$106,985	\$54.7138	\$82.0707	\$109.4276	\$109.4276	\$54.7138

Health Centre Coordinator:

Year 1	\$109,659	\$56.0813	\$84.1220*	\$112.1626*	\$112.1626*	\$56.0813
Year 2	\$114,263	\$58.4359	\$87.6538*	\$116.8717*	\$116.8717*	\$58.4359

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Nurse Practitioner:

Year 1	\$120,549	\$61.6506	\$92.4759*	\$123.3013*	\$123.3013*	\$61.6506
Year 2	\$125,372	\$64.1172	\$96.1758*	\$128.2344*	\$128.2344*	\$64.1172

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Casual employees:

Remote Area Nurse:

Year 1		\$63.6591	\$89.1227	\$114.5864	\$114.5864	N/A
Year 2		\$65.8882	\$92.2435	\$118.5988	\$118.5988	N/A
Year 3		\$68.3922	\$95.7491	\$123.1060	\$123.1060	N/A

Health Centre Coordinator:

Year 1		\$70.1016	\$98.1423*	\$126.1830*	\$126.1830*	N/A
Year 2		\$73.0448	\$102.2628*	\$131.4807*	\$131.4807*	N/A

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Nurse Practitioner:

Year 1		\$77.0633	\$107.8886*	\$138.7139*	\$138.7139*	N/A
Year 2		\$80.1465	\$112.2051*	\$144.2637*	\$144.2637*	N/A

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Note: A Remote Area Nurse will, in the case of a nurse working in a sole nursing position, be paid the rate applicable to a Health Centre Coordinator.

A.2 Nursing employee rates of pay will be in accordance with the following schedule from the first pay period commencing on or after 1 October 2018:

Full-time, Part-time (continuing and non-continuing) employees:

First pay period commencing on or after: 1 October 2018	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
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RAN:

Year 1	\$102,071	\$52.2007	\$78.3010	\$104.4014	\$104.4014	\$52.2007
Year 2	\$105,645	\$54.0285	\$81.0427	\$108.0570	\$108.0570	\$54.0285
Year 3	\$109,660	\$56.0818	\$84.1227	\$112.1637	\$112.1637	\$56.0818

HCC:

Year 1	\$112,400	\$57.4831	\$86.2247*	\$114.9662*	\$114.9662*	\$57.4831
Year 2	\$117,120	\$59.8970	\$89.8455*	\$119.7940*	\$119.7940*	\$59.8970

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

NP:

Year 1	\$123,563	\$63.1920	\$94.7881*	\$126.3841*	\$126.3841*	\$63.1920
Year 2	\$128,506	\$65.7200	\$98.5799*	\$131.4399*	\$131.4399*	\$65.7200

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Casual employees:

RAN:

Year 1		\$65.2509	\$91.3512	\$117.4516	\$117.4516	N/A
Year 2		\$67.5356	\$94.5499	\$121.5641	\$121.5641	N/A
Year 3		\$70.1023	\$98.1432	\$126.1841	\$126.1841	N/A

HCC:

Year 1		\$71.8539	\$100.5954*	\$129.3370*	\$129.3370*	N/A
Year 2		\$74.8712	\$104.8197*	\$134.7682*	\$134.7682*	N/A

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

NP:

Year 1		\$78.9900	\$110.5861*	\$142.1821*	\$142.1821*	N/A
Year 2		\$82.1500	\$115.0099*	\$147.8699*	\$147.8699*	N/A

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Note:

- (1) A Remote Area Nurse will, in the case of a nurse working in a sole nursing position, be paid the rate applicable to a Health Centre Coordinator.
- (2) The above rates involve an increase of 2.5%. KWHB will match the percentage increase and back pay the difference from the first pay period commencing on or after 1 October 2018 in the event that the 2018 increase in the replacement to the Northern Territory Public Sector Nurses and Midwives' 2014-2017 Enterprise Agreement exceeds 2.5%.

A.3 Nursing employee rates of pay will be in accordance with the following schedule from the first pay period commencing on or after 1 October 2019:

Full-time, Part-time (continuing and non-continuing) employees:

First pay period commencing on or after: 1 October 2019	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
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RAN:

Year 1	\$104,623	\$53.5058	\$80.2587	\$107.0117	\$107.0117	\$53.5058
Year 2	\$108,286	\$55.3791	\$83.0687	\$110.7583	\$110.7583	\$55.3791
Year 3	\$112,402	\$57.4841	\$86.2262	\$114.9683	\$114.9683	\$57.4841

HCC:

Year 1	\$115,210	\$58.9202	\$88.3803*	\$117.8404*	\$117.8404*	\$58.9202
Year 2	\$120,048	\$61.3944	\$92.0916*	\$122.7888*	\$122.7888*	\$61.3944

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

NP:

Year 1	\$126,652	\$64.7718	\$97.1577*	\$129.5436*	\$129.5436*	\$64.7718
Year 2	\$131,719	\$67.3631	\$101.0447*	\$134.7263*	\$134.7263*	\$67.3631

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Casual employees:

RAN:

Year 1		\$66.8823	\$93.6352	\$120.3881	\$120.3881	N/A
Year 2		\$69.2239	\$96.9135	\$124.6031	\$124.6031	N/A
Year 3		\$71.8552	\$100.5972	\$129.3393	\$129.3393	N/A

HCC:

Year 1		\$73.6502	\$103.1103*	\$132.5704*	\$132.5704*	N/A
Year 2		\$76.7430	\$107.4402*	\$138.1374*	\$138.1374*	N/A

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

NP:

Year 1		\$80.9647	\$113.3506*	\$145.7365*	\$145.7365*	N/A
Year 2		\$84.2039	\$117.8855*	\$151.5671*	\$151.5671*	N/A

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Note:

- (1) A Remote Area Nurse will, in the case of a nurse working in a sole nursing position, be paid the rate applicable to a Health Centre Coordinator.
- (2) The above rates involve an increase of 2.5%. KWHB will match the percentage increase and back pay the difference from the first pay period commencing on or after 1 October 2019 in the event that the 2019 increase in the replacement to the Northern Territory Public Sector Nurses and Midwives' 2014-2017 Enterprise Agreement exceeds 2.5%.

A.4 Nursing employee rates of pay will be in accordance with the following schedule from the first pay period commencing on or after 1 October 2020:

Full-time, Part-time (continuing and non-continuing) employees:

First pay period commencing on or after: 1 October 2020	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
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RAN:

Year 1	\$107,239	\$54.8437	\$82.2655	\$109.6874	\$109.6874	\$54.8437
Year 2	\$110,993	\$56.7635	\$85.1453	\$113.5271	\$113.5271	\$56.7635
Year 3	\$115,212	\$58.9212	\$88.3818	\$117.8424	\$117.8424	\$58.9212

HCC:

Year 1	\$118,090	\$60.3931	\$90.5896*	\$120.7861*	\$120.7861*	\$60.3931
Year 2	\$123,049	\$62.9292	\$94.3938*	\$125.8583*	\$125.8583*	\$62.9292

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

NP:

Year 1	\$129,818	\$66.3909	\$99.5864*	\$132.7819*	\$132.7819*	\$66.3909
Year 2	\$135,012	\$69.0472	\$103.5708*	\$138.0945*	\$138.0945*	\$69.0472

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Casual employees:

RAN:

Year 1		\$68.5546	\$95.9765	\$123.3983	\$123.3983	N/A
Year 2		\$70.9544	\$99.3362	\$127.7180	\$127.7180	N/A
Year 3		\$73.6515	\$103.1121	\$132.5727	\$132.5727	N/A

HCC:

Year 1		\$75.4913	\$105.6879*	\$135.8844*	\$135.8844*	N/A
Year 2		\$78.6615	\$110.1260*	\$141.5906*	\$141.5906*	N/A

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

NP:

Year 1		\$82.9887	\$116.1841*	\$149.3796*	\$149.3796*	N/A
Year 2		\$86.3090	\$120.8327*	\$155.3563*	\$155.3563*	N/A

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Note:

- (1) A Remote Area Nurse will, in the case of a nurse working in a sole nursing position, be paid the rate applicable to a Health Centre Coordinator.
- (2) The above rates involve an increase of 2.5%. KWHB will match the percentage increase and back pay the difference from the first pay period commencing on or after 1 October 2020 in the event that the 2020 increase in the replacement to the Northern Territory Public Sector Nurses and Midwives' 2014-2017 Enterprise Agreement exceeds 2.5%.

Schedule B - Aboriginal Health Practitioner (AHP) Classifications

B.1 Trainee Aboriginal Health Practitioner

- B.1.1** A Trainee AHP must be enrolled in a registered AHP training program and actively involved in study for a relevant AQF (AOF) level 2 qualification or equivalent.

B.2 Aboriginal Health Practitioner - Class 1

- B.2.1** An AHP Class 1 must have current practice registration with the Aboriginal and Torres Strait Islander Health Practice Board of Australia.
- B.2.2** An AHP Class 1 is a person re-entering the workforce who is registered with the Aboriginal and Torres Strait Islander Health Practice Board of Australia on the basis of the old "Basic Skills Certificate" but who does not hold the current industry entry level qualification.
- B.2.3** An AHP Class 1 who achieves a relevant AQF level 3 qualification or higher, shall be automatically advanced and reclassified to AHP Class 2.

B.3 Aboriginal Health Practitioner - Class 2

- B.3.1** An AHP Class 2 must have current practice registration with the Aboriginal and Torres Strait Islander Health Practice Board of Australia.
- B.3.2** A person will not be appointed, advanced, promoted or transferred to AHP Class 2 unless he/she holds a relevant AQF level 3 qualification or equivalent.
- B.3.3** A person who holds a relevant AQF level 3 qualification or equivalent or higher, shall not be appointed below the designation of AHP Class 2.
- B.3.4** An AHP Class 2 who is a beginning practitioner will not be advanced beyond the second increment until he/she has satisfied the requirements of the prescribed internship program.
- B.3.5** A person with competencies at AQF Certificate level II should be able to:
- Demonstrate basic operational knowledge in a moderate range of area;
 - Apply a defined range of skills.
 - Apply known solutions to a limited range of predictable problems;
 - Perform a range of tasks where choice between a limited range of options is required.
 - Assess and record information from varied sources.
 - Take limited responsibility for their own outputs in work and learning.

B.4 Aboriginal Health Practitioner - Class 3

B.4.1 An AHP Class 3 must have current practice registration with the Aboriginal and Torres Strait Islander Health Practice Board of Australia.

B.4.2 A person will not be unconditionally appointed, advanced, promoted or transferred to AHP Class 3 unless he/she holds a relevant AQF level 3 qualification or equivalent.

B.4.3 An AHP Class 2 will be advanced to AHP Class 3 upon:

- (a) five years satisfactory service as an AHP Class 2 and demonstrated competence as defined within Level A (AQF level 3) of the industry standards ; or
- (b) two years satisfactory service as an AHP Class 2 and demonstrated competence as defined within Level B (AQF level 4) of the industry standards; or
- (c) two years satisfactory service as an AHP Class 2 and additional responsibilities as an AHP in charge of a two person health centre or as a supervisor to a beginning practitioner AHP or undertaking additional responsibilities in a specialised area within the work unit or program, all of which must be defined and approved by the CEO.

B.4.4 A person with competencies at AQF Certificate level 3 should be able to:

- Demonstrate some relevant theoretical knowledge;
- Apply a range of well-developed skills;
- Apply known solutions to a variety of predictable problems;
- Perform processes that require a range of well-developed skills where some discretion and judgment is required;
- Interpret available information using discretion and judgment;
- Take responsibility for their own outputs in work and learning; and
- Take limited responsibility for the output of others.

B.5 Aboriginal Health Practitioner - Class 4

B.5.1 An AHP Class 4 must have current practice registration with the Aboriginal and Torres Strait Islander Health Practice Board of Australia.

B.5.2 A person will not be unconditionally appointed, promoted or transferred to AHP Class 4 unless he/she holds a relevant qualification of AQF level 4 or equivalent and has relevant workplace experience.

B.5.3 A person with competencies at AQF Certificate level 4 should be able to:

- Demonstrate understanding of a broad knowledge base incorporating some theoretical concepts;
- Apply solutions to a defined range of unpredictable problems;
- Identify and apply skills and knowledge to a wide variety of contexts with depth in some areas;
- Identify, analyse and evaluate information from a variety of sources;
- Take responsibility for their own outputs in relation to specified quality standards, and
- Take limited responsibility for the quantity and quality of the output of others.

B.6 Aboriginal Health Practitioner - Class 5

B.6.1 An AHP Class 5 must have current practice registration with the Aboriginal and Torres Strait Islander Health Practice Board of Australia.

B.6.2 A person will not be unconditionally appointed, promoted or transferred to the designation of AHP Class 5 unless she/he holds a relevant qualification of AQF level 5 or equivalent and has relevant workplace experience.

B.6.3 A person with competencies at Diploma level should be able to:

- Demonstrate understanding of a broad knowledge base incorporating theoretical concepts, with substantial depth in some areas;
- Analyse and plan approaches to technical problems or management requirements;
- Evaluate information using it to forecast for planning or research purposes;
- Transfer and apply theoretical concepts and/or technical or creative skills to a range of situations;
- Take responsibility for their own outputs in relation to broad quality parameters, and
- Take limited responsibility for the achievement of group outcomes.

B.7 Aboriginal Health Practitioner - Class 6

B.7.1 An AHP Class 6 must have current practice registration with the Aboriginal and Torres Strait Islander Health Practice Board of Australia.

B.7.2 A person shall not be unconditionally appointed, promoted or transferred to the designation of AHP Class 6 unless he/she holds a relevant qualification of AQF level 6 or equivalent and has relevant workplace experience.

- B.8** A person with competencies at AQF Advanced Diploma level should be able to:
- Demonstrate understanding of a specialised knowledge with depth in some areas;
 - Analyse, diagnose, design and execute judgment across a broad range of technical or management functions;
 - Generate ideas through the analysis of information and concepts at an abstract level;
 - Demonstrate a command of wide-ranging, highly specialised technical, creative or conceptual skills; and
 - Demonstrate accountability for personal and group outcomes within broad parameters.

B.9 Recognition of Pre-Industry Standards Qualifications

A person who holds qualifications in Aboriginal Health Work that were awarded through the Vocational Education and Training sector prior to the implementation of the industry standards or that were awarded through the Higher Education sector will not be unconditionally appointed, advanced or promoted without demonstrated competence as defined within the relevant level of the industry standards.

Schedule C - Aboriginal Health Practitioner - Rates of Pay

C.1 First Pay Period commencing on or after 1 October 2017

Aboriginal Health Practitioner rates of pay will be in accordance with the following schedule from the first pay period commencing on or after 1 October 2017:

Full-time, Part-time (continuing and non-continuing) employees:

First pay period commencing on or after: 1 October 2017	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Aboriginal Health Practitioner - Trainee						
Year 1	\$42,393	\$21.6804	\$32.5207	\$43.3609	\$43.3609	\$21.6804
Year 2	\$43,403	\$22.1970	\$33.2955	\$44.3939	\$44.3939	\$22.1970
Aboriginal Health Practitioner Class 1						
Year 1	\$45,998	\$23.5241	\$35.2861	\$47.0482	\$47.0482	\$23.5241
Year 2	\$48,365	\$24.7346	\$37.1019	\$49.4692	\$49.4692	\$24.7346
Aboriginal Health Practitioner Class 2						
Year 1	\$50,842	\$26.0014	\$39.0021	\$52.0028	\$52.0028	\$26.0014
Year 2	\$53,347	\$27.2825	\$40.9237	\$54.5650	\$54.5650	\$27.2825
Year 3	\$55,968	\$28.6229	\$42.9344	\$57.2458	\$57.2458	\$28.6229
Year 4	\$58,763	\$30.0523	\$45.0785	\$60.1046	\$60.1046	\$30.0523
Year 5	\$61,661	\$31.5344	\$47.3016	\$63.0688	\$63.0688	\$31.5344
Aboriginal Health Practitioner Class 3						
Year 1	\$64,638	\$33.0569	\$49.5853	\$66.1138	\$66.1138	\$33.0569
Year 2	\$67,650	\$34.5973	\$51.8959	\$69.1945	\$69.1945	\$34.5973
Year 3	\$70,723	\$36.1688	\$54.2533	\$72.3377	\$72.3377	\$36.1688
Year 4	\$73,800	\$37.7425	\$56.6137	\$75.4849	\$75.4849	\$37.7425
Aboriginal Health Practitioner Class 4						
Year 1	\$76,876	\$39.3156	\$58.9734	\$78.6312	\$78.6312	\$39.3156
Year 2	\$77,899	\$39.8388	\$59.7581	\$79.6775	\$79.6775	\$39.8388
Year 3	\$80,974	\$41.4114	\$62.1170	\$82.8227	\$82.8227	\$41.4114
Aboriginal Health Practitioner Class 5						
Year 1	\$85,076	\$43.5092	\$65.2638	\$87.0184	\$87.0184	\$43.5092
Year 2	\$88,151	\$45.0818	\$67.6227	\$90.1636	\$90.1636	\$45.0818
Year 3	\$91,224	\$46.6534	\$69.9801	\$93.3067	\$93.3067	\$46.6534
Year 4	\$94,302	\$48.2275	\$72.3413	\$96.4550	\$96.4550	\$48.2275
Aboriginal Health Practitioner Class 6						
Year 1	\$96,348	\$49.2739	\$73.9108	\$98.5477	\$98.5477	\$49.2739
Year 2	\$99,426	\$50.8480	\$76.2720	\$101.6960	\$101.6960	\$50.8480
Year 3	\$102,497	\$52.4186	\$78.6278	\$104.8371	\$104.8371	\$52.4186

Jirntangku Miyrtta Enterprise Agreement 2018 - 2021

First pay period commencing on or after: 1 October 2017	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Casual employees:						
Aboriginal Health Practitioner Trainee						
Year 1		\$27.1005	\$37.9408	\$48.7810	\$48.7810	N/A
Year 2		\$27.7462	\$38.8447	\$49.9432	\$49.9432	N/A
Aboriginal Health Practitioner Class 1						
Year 1		\$29.4051	\$41.1672	\$52.9292	\$52.9292	N/A
Year 2		\$30.9183	\$43.2856	\$55.6529	\$55.6529	N/A
Aboriginal Health Practitioner Class 2						
Year 1		\$32.5017	\$45.5024	\$58.5031	\$58.5031	N/A
Year 2		\$34.1031	\$47.7443	\$61.3856	\$61.3856	N/A
Year 3		\$35.7786	\$50.0901	\$64.4015	\$64.4015	N/A
Year 4		\$37.5654	\$52.5915	\$67.6177	\$67.6177	N/A
Year 5		\$39.4180	\$55.1852	\$70.9524	\$70.9524	N/A
Aboriginal Health Practitioner Class 3						
Year 1		\$41.3211	\$57.8495	\$74.3780	\$74.3780	N/A
Year 2		\$43.2466	\$60.5452	\$77.8438	\$77.8438	N/A
Year 3		\$45.2111	\$63.2955	\$81.3799	\$81.3799	N/A
Year 4		\$47.1781	\$66.0493	\$84.9205	\$84.9205	N/A
Aboriginal Health Practitioner Class 4						
Year 1		\$49.1445	\$68.8023	\$88.4601	\$88.4601	N/A
Year 2		\$49.7984	\$69.7178	\$89.6372	\$89.6372	N/A
Year 3		\$51.7642	\$72.4699	\$93.1756	\$93.1756	N/A
Aboriginal Health Practitioner Class 5						
Year 1		\$54.3865	\$76.1411	\$97.8957	\$97.8957	N/A
Year 2		\$56.3522	\$78.8931	\$101.4340	\$101.4340	N/A
Year 3		\$58.3167	\$81.6434	\$104.9701	\$104.9701	N/A
Year 4		\$60.2844	\$84.3981	\$108.5119	\$108.5119	N/A
Aboriginal Health Practitioner Class 6						
Year 1		\$61.5923	\$86.2293	\$110.8662	\$110.8662	N/A
Year 2		\$63.5600	\$88.9840	\$114.4080	\$114.4080	N/A
Year 3		\$65.5232	\$91.7325	\$117.9418	\$117.9418	N/A

Note: For the purpose of comparing cumulative percentage increases for Aboriginal Health Practitioner classifications the increase so far is 2.5% for the NT Public Sector for 2017-18 and 8% for this Agreement: 3% for 2017-18, plus 2.5% for 2018 -19, plus 2.5% for 2019-20. The 2017-18 0.5% higher increase will be offset against increases of more than 2.5% that apply to subsequent years in the proposed NT Public Sector AHP Enterprise Agreement.

First Pay Period commencing on or after 1 October 2018

Aboriginal Health Practitioner rates of pay will be in accordance with the following schedule from the first pay period commencing on or after 1 October 2018:

Full-time, Part-time (continuing and non-continuing) employees:

First pay period commencing on or after: 1 October 2018	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Aboriginal Health Practitioner - Trainee						
Year 1	\$43,453	\$22.2225	\$33.3338	\$44.4451	\$44.4451	\$22.2225
Year 2	\$44,488	\$22.7519	\$34.1278	\$45.5037	\$45.5037	\$22.7519
Aboriginal Health Practitioner Class 1						
Year 1	\$47,148	\$24.1122	\$36.1683	\$48.2244	\$48.2244	\$24.1122
Year 2	\$49,574	\$25.3529	\$38.0294	\$50.7058	\$50.7058	\$25.3529
Aboriginal Health Practitioner Class 2						
Year 1	\$52,113	\$26.6514	\$39.9771	\$53.3028	\$53.3028	\$26.6514
Year 2	\$54,681	\$27.9647	\$41.9471	\$55.9294	\$55.9294	\$27.9647
Year 3	\$57,367	\$29.3384	\$44.0076	\$58.6767	\$58.6767	\$29.3384
Year 4	\$60,232	\$30.8036	\$46.2054	\$61.6072	\$61.6072	\$30.8036
Year 5	\$63,203	\$32.3230	\$48.4845	\$64.6460	\$64.6460	\$32.3230
Aboriginal Health Practitioner Class 3						
Year 1	\$66,254	\$33.8833	\$50.8250	\$67.7666	\$67.7666	\$33.8833
Year 2	\$69,341	\$35.4621	\$53.1931	\$70.9241	\$70.9241	\$35.4621
Year 3	\$72,491	\$37.0730	\$55.6095	\$74.1460	\$74.1460	\$37.0730
Year 4	\$75,645	\$38.6860	\$58.0290	\$77.3721	\$77.3721	\$38.6860
Aboriginal Health Practitioner Class 4						
Year 1	\$78,798	\$40.2985	\$60.4478	\$80.5970	\$80.5970	\$40.2985
Year 2	\$79,846	\$40.8345	\$61.2517	\$81.6690	\$81.6690	\$40.8345
Year 3	\$82,998	\$42.4465	\$63.6697	\$84.8929	\$84.8929	\$42.4465
Aboriginal Health Practitioner Class 5						
Year 1	\$87,203	\$44.5970	\$66.8955	\$89.1939	\$89.1939	\$44.5970
Year 2	\$90,355	\$46.2089	\$69.3134	\$92.4179	\$92.4179	\$46.2089
Year 3	\$93,505	\$47.8199	\$71.7299	\$95.6398	\$95.6398	\$47.8199
Year 4	\$96,660	\$49.4334	\$74.1501	\$98.8668	\$98.8668	\$49.4334
Aboriginal Health Practitioner Class 6						
Year 1	\$98,757	\$50.5059	\$75.7588	\$101.0117	\$101.0117	\$50.5059
Year 2	\$101,912	\$52.1194	\$78.1791	\$104.2388	\$104.2388	\$52.1194
Year 3	\$105,059	\$53.7288	\$80.5932	\$107.4576	\$107.4576	\$53.7288

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First pay period commencing on or after: 1 October 2018	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Casual employees:						
Aboriginal Health Practitioner Trainee						
Year 1		\$27.7782	\$38.8894	\$50.0007	\$50.0007	N/A
Year 2		\$28.4398	\$39.8157	\$51.1917	\$51.1917	N/A
Aboriginal Health Practitioner Class 1						
Year 1		\$30.1403	\$42.1964	\$54.2525	\$54.2525	N/A
Year 2		\$31.6911	\$44.3676	\$57.0441	\$57.0441	N/A
Aboriginal Health Practitioner Class 2						
Year 1		\$33.3142	\$46.6399	\$59.9656	\$59.9656	N/A
Year 2		\$34.9559	\$48.9382	\$62.9206	\$62.9206	N/A
Year 3		\$36.6730	\$51.3422	\$66.0113	\$66.0113	N/A
Year 4		\$38.5045	\$53.9063	\$69.3081	\$69.3081	N/A
Year 5		\$40.4037	\$56.5652	\$72.7267	\$72.7267	N/A
Aboriginal Health Practitioner Class 3						
Year 1		\$42.3542	\$59.2958	\$76.2375	\$76.2375	N/A
Year 2		\$44.3276	\$62.0586	\$79.7896	\$79.7896	N/A
Year 3		\$46.3413	\$64.8778	\$83.4143	\$83.4143	N/A
Year 4		\$48.3575	\$67.7005	\$87.0436	\$87.0436	N/A
Aboriginal Health Practitioner Class 4						
Year 1		\$50.3732	\$70.5224	\$90.6717	\$90.6717	N/A
Year 2		\$51.0431	\$71.4603	\$91.8776	\$91.8776	N/A
Year 3		\$53.0581	\$74.2813	\$95.5045	\$95.5045	N/A
Aboriginal Health Practitioner Class 5						
Year 1		\$55.7462	\$78.0447	\$100.3432	\$100.3432	N/A
Year 2		\$57.7612	\$80.8657	\$103.9701	\$103.9701	N/A
Year 3		\$59.7749	\$83.6848	\$107.5948	\$107.5948	N/A
Year 4		\$61.7918	\$86.5085	\$111.2252	\$111.2252	N/A
Aboriginal Health Practitioner Class 6						
Year 1		\$63.1323	\$88.3853	\$113.6382	\$113.6382	N/A
Year 2		\$65.1492	\$91.2089	\$117.2686	\$117.2686	N/A
Year 3		\$67.1610	\$94.0254	\$120.8898	\$120.8898	N/A

Note: The above rates involve an increase of 2.5%. KWHB will match the cumulative percentage increases and back pay the difference from the first pay period commencing on or after 1 October 2018 in the event that the proposed NT Public Sector AHP Enterprise Agreement 2018-19 increase exceeds 2.5%. Increase percentage matching will not apply to work value increases.

C.2 First Pay Period commencing on or after 1 October 2019

Aboriginal Health Practitioner rates of pay will be in accordance with the following schedule from the first pay period commencing on or after 1 October 2019:

Full-time, Part-time (continuing and non-continuing) employees:

First pay period commencing on or after: 1 October 2019	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Aboriginal Health Practitioner - Trainee						
Year 1	\$44,539	\$22.7779	\$34.1669	\$45.5559	\$45.5559	\$22.7779
Year 2	\$45,600	\$23.3205	\$34.9808	\$46.6411	\$46.6411	\$23.3205
Aboriginal Health Practitioner Class 1						
Year 1	\$48,327	\$24.7152	\$37.0728	\$49.4304	\$49.4304	\$24.7152
Year 2	\$50,813	\$25.9866	\$38.9798	\$51.9731	\$51.9731	\$25.9866
Aboriginal Health Practitioner Class 2						
Year 1	\$53,416	\$27.3178	\$40.9767	\$54.6355	\$54.6355	\$27.3178
Year 2	\$56,048	\$28.6638	\$42.9957	\$57.3276	\$57.3276	\$28.6638
Year 3	\$58,801	\$30.0717	\$45.1076	\$60.1435	\$60.1435	\$30.0717
Year 4	\$61,738	\$31.5738	\$47.3607	\$63.1475	\$63.1475	\$31.5738
Year 5	\$64,783	\$33.1310	\$49.6965	\$66.2621	\$66.2621	\$33.1310
Aboriginal Health Practitioner Class 3						
Year 1	\$67,910	\$34.7302	\$52.0953	\$69.4605	\$69.4605	\$34.7302
Year 2	\$71,075	\$36.3489	\$54.5233	\$72.6977	\$72.6977	\$36.3489
Year 3	\$74,303	\$37.9997	\$56.9996	\$75.9994	\$75.9994	\$37.9997
Year 4	\$77,536	\$39.6531	\$59.4797	\$79.3062	\$79.3062	\$39.6531
Aboriginal Health Practitioner Class 4						
Year 1	\$80,768	\$41.3060	\$61.9590	\$82.6120	\$82.6120	\$41.3060
Year 2	\$81,842	\$41.8553	\$62.7829	\$83.7105	\$83.7105	\$41.8553
Year 3	\$85,073	\$43.5077	\$65.2615	\$87.0153	\$87.0153	\$43.5077
Aboriginal Health Practitioner Class 5						
Year 1	\$89,383	\$45.7119	\$68.5678	\$91.4237	\$91.4237	\$45.7119
Year 2	\$92,614	\$47.3642	\$71.0464	\$94.7285	\$94.7285	\$47.3642
Year 3	\$95,843	\$49.0156	\$73.5234	\$98.0312	\$98.0312	\$49.0156
Year 4	\$99,077	\$50.6695	\$76.0043	\$101.3390	\$101.3390	\$50.6695
Aboriginal Health Practitioner Class 6						
Year 1	\$101,226	\$51.7685	\$77.6528	\$103.5371	\$103.5371	\$51.7685
Year 2	\$104,460	\$53.4225	\$80.1337	\$106.8449	\$106.8449	\$53.4225
Year 3	\$107,685	\$55.0718	\$82.6077	\$110.1436	\$110.1436	\$55.0718

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First pay period commencing on or after: 1 October 2019	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Casual employees:						
Aboriginal Health Practitioner Trainee						
Year 1		\$28.4724	\$39.8614	\$51.2504	\$51.2504	N/A
Year 2		\$29.1507	\$40.8110	\$52.4712	\$52.4712	N/A
Aboriginal Health Practitioner Class 1						
Year 1		\$30.8940	\$43.2516	\$55.6092	\$55.6092	N/A
Year 2		\$32.4832	\$45.4765	\$58.4698	\$58.4698	N/A
Aboriginal Health Practitioner Class 2						
Year 1		\$34.1472	\$47.8061	\$61.4650	\$61.4650	N/A
Year 2		\$35.8298	\$50.1617	\$64.4936	\$64.4936	N/A
Year 3		\$37.5897	\$52.6256	\$67.6614	\$67.6614	N/A
Year 4		\$39.4672	\$55.2541	\$71.0410	\$71.0410	N/A
Year 5		\$41.4138	\$57.9793	\$74.5448	\$74.5448	N/A
Aboriginal Health Practitioner Class 3						
Year 1		\$43.4128	\$60.7779	\$78.1430	\$78.1430	N/A
Year 2		\$45.4361	\$63.6105	\$81.7849	\$81.7849	N/A
Year 3		\$47.4996	\$66.4995	\$85.4993	\$85.4993	N/A
Year 4		\$49.5664	\$69.3929	\$89.2195	\$89.2195	N/A
Aboriginal Health Practitioner Class 4						
Year 1		\$51.6325	\$72.2855	\$92.9385	\$92.9385	N/A
Year 2		\$52.3191	\$73.2467	\$94.1744	\$94.1744	N/A
Year 3		\$54.3846	\$76.1384	\$97.8922	\$97.8922	N/A
Aboriginal Health Practitioner Class 5						
Year 1		\$57.1398	\$79.9957	\$102.8517	\$102.8517	N/A
Year 2		\$59.2053	\$82.8874	\$106.5695	\$106.5695	N/A
Year 3		\$61.2695	\$85.7773	\$110.2851	\$110.2851	N/A
Year 4		\$63.3369	\$88.6717	\$114.0064	\$114.0064	N/A
Aboriginal Health Practitioner Class 6						
Year 1		\$64.7107	\$90.5950	\$116.4792	\$116.4792	N/A
Year 2		\$66.7781	\$93.4893	\$120.2005	\$120.2005	N/A
Year 3		\$68.8397	\$96.3756	\$123.9115	\$123.9115	N/A

Note: The above rates involve an increase of 2.5%. KWHB will match the cumulative percentage increases and back pay the difference from the first pay period commencing on or after 1 October 2019 in the event that the proposed NT Public Sector AHP Enterprise Agreement 2019-20 increase exceeds 2.5%. Increase percentage matching will not apply to work value increases.

C.3 First Pay Period commencing on or after 1 October 2020

Aboriginal Health Practitioner rates of pay will be in accordance with the following schedule from the first pay period commencing on or after 1 October 2020:

Full-time, Part-time (continuing and non-continuing) employees:

First pay period commencing on or after: 1 October 2020	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Aboriginal Health Practitioner - Trainee						
Year 1	\$45,652	\$23.3471	\$35.0207	\$46.6943	\$46.6943	\$23.3471
Year 2	\$46,740	\$23.9036	\$35.8553	\$47.8071	\$47.8071	\$23.9036
Aboriginal Health Practitioner Class 1						
Year 1	\$49,535	\$25.3330	\$37.9995	\$50.6659	\$50.6659	\$25.3330
Year 2	\$52,083	\$26.6361	\$39.9541	\$53.2721	\$53.2721	\$26.6361
Aboriginal Health Practitioner Class 2						
Year 1	\$54,751	\$28.0005	\$42.0008	\$56.0010	\$56.0010	\$28.0005
Year 2	\$57,449	\$29.3803	\$44.0705	\$58.7606	\$58.7606	\$29.3803
Year 3	\$60,271	\$30.8235	\$46.2353	\$61.6471	\$61.6471	\$30.8235
Year 4	\$63,281	\$32.3629	\$48.5443	\$64.7258	\$64.7258	\$32.3629
Year 5	\$66,403	\$33.9595	\$50.9393	\$67.9191	\$67.9191	\$33.9595
Aboriginal Health Practitioner Class 3						
Year 1	\$69,608	\$35.5986	\$53.3979	\$71.1972	\$71.1972	\$35.5986
Year 2	\$72,852	\$37.2576	\$55.8865	\$74.5153	\$74.5153	\$37.2576
Year 3	\$76,161	\$38.9499	\$58.4249	\$77.8998	\$77.8998	\$38.9499
Year 4	\$79,474	\$40.6442	\$60.9664	\$81.2885	\$81.2885	\$40.6442
Aboriginal Health Practitioner Class 4						
Year 1	\$82,787	\$42.3386	\$63.5078	\$84.6771	\$84.6771	\$42.3386
Year 2	\$83,888	\$42.9016	\$64.3524	\$85.8033	\$85.8033	\$42.9016
Year 3	\$87,200	\$44.5954	\$66.8932	\$89.1909	\$89.1909	\$44.5954
Aboriginal Health Practitioner Class 5						
Year 1	\$91,618	\$46.8549	\$70.2823	\$93.7097	\$93.7097	\$46.8549
Year 2	\$94,929	\$48.5482	\$72.8222	\$97.0963	\$97.0963	\$48.5482
Year 3	\$98,239	\$50.2409	\$75.3614	\$100.4819	\$100.4819	\$50.2409
Year 4	\$101,554	\$51.9363	\$77.9044	\$103.8726	\$103.8726	\$51.9363
Aboriginal Health Practitioner Class 6						
Year 1	\$103,757	\$53.0629	\$79.5944	\$106.1259	\$106.1259	\$53.0629
Year 2	\$107,072	\$54.7583	\$82.1374	\$109.5166	\$109.5166	\$54.7583
Year 3	\$110,377	\$56.4485	\$84.6728	\$112.8970	\$112.8970	\$56.4485

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First pay period commencing on or after: 1 October 2020	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Casual employees:						
Aboriginal Health Practitioner Trainee						
Year 1		\$29.1839	\$40.8575	\$52.5311	\$52.5311	N/A
Year 2		\$29.8795	\$41.8312	\$53.7830	\$53.7830	N/A
Aboriginal Health Practitioner Class 1						
Year 1		\$31.6662	\$44.3327	\$56.9992	\$56.9992	N/A
Year 2		\$33.2951	\$46.6131	\$59.9311	\$59.9311	N/A
Aboriginal Health Practitioner Class 2						
Year 1		\$35.0006	\$49.0009	\$63.0012	\$63.0012	N/A
Year 2		\$36.7254	\$51.4155	\$66.1057	\$66.1057	N/A
Year 3		\$38.5294	\$53.9412	\$69.3529	\$69.3529	N/A
Year 4		\$40.4536	\$56.6351	\$72.8165	\$72.8165	N/A
Year 5		\$42.4494	\$59.4292	\$76.4089	\$76.4089	N/A
Aboriginal Health Practitioner Class 3						
Year 1		\$44.4983	\$62.2976	\$80.0969	\$80.0969	N/A
Year 2		\$46.5721	\$65.2009	\$83.8297	\$83.8297	N/A
Year 3		\$48.6874	\$68.1624	\$87.6373	\$87.6373	N/A
Year 4		\$50.8053	\$71.1274	\$91.4495	\$91.4495	N/A
Aboriginal Health Practitioner Class 4						
Year 1		\$52.9232	\$74.0925	\$95.2618	\$95.2618	N/A
Year 2		\$53.6270	\$75.0778	\$96.5287	\$96.5287	N/A
Year 3		\$55.7443	\$78.0420	\$100.3397	\$100.3397	N/A
Aboriginal Health Practitioner Class 5						
Year 1		\$58.5686	\$81.9960	\$105.4235	\$105.4235	N/A
Year 2		\$60.6852	\$84.9593	\$109.2334	\$109.2334	N/A
Year 3		\$62.8012	\$87.9217	\$113.0421	\$113.0421	N/A
Year 4		\$64.9204	\$90.8885	\$116.8567	\$116.8567	N/A
Aboriginal Health Practitioner Class 6						
Year 1		\$66.3287	\$92.8601	\$119.3916	\$119.3916	N/A
Year 2		\$68.4479	\$95.8270	\$123.2061	\$123.2061	N/A
Year 3		\$70.5606	\$98.7849	\$127.0092	\$127.0092	N/A

Note: The above rates involve an increase of 2.5%. KWHB will match the cumulative percentage increases and back pay the difference from the first pay period commencing on or after 1 October 2020 in the event that the proposed NT public sector AHP Enterprise Agreement exceeds 2.5%. Increase percentage matching will not apply to work value increases.

Schedule D - Administrative & General Classification Definitions

D.1 Level 1

D.1.1 General description

Positions at this level work under close direction or in a team environment.

D.1.2 Role and function

Work at this skill level usually involves routine manual tasks and/or the operation of basic equipment requiring little or no previous training or experience.

D.1.3 Direction given at this level

The work is done under close direction.

D.1.4 Accountability/extent of authority

A worker at this level is expected to use minimal judgement in deciding how tasks are to be done.

D.1.5 Main responsibilities

Tasks should be mixed to provide a variety of work experience. Duties at this level include:

- routine labouring tasks including gardening labouring;
- routine cleaning;
- operate basic machinery/equipment, e.g. use vehicle and trailer to transport items;
- undertake relevant training needed to progress to the next level.

D.1.6 Task descriptions

Tasks given below are only indicative of the types of tasks done at this level. Individual task examples should not be used for distinguishing between classification levels.

(a) Typical tasks at this level include:

- sort, clean and store tools and equipment;
- cleaning duties e.g. perform light and heavy cleaning tasks, which includes cleaning, sweeping, vacuuming and polishing floors, cleaning windows and walls;
- sterilise and clean equipment/utensils used in the work area;
- collect and dispose of refuse (wet, dry, contaminated and classified);
- assist in the maintenance of stock and equipment;
- move patients and/or provide a messenger service, which may include operating a two-way communication system;
- routine gardening, e.g. digging, weeding, planting seedlings, sowing/mowing lawns;
- operate a wide range of basic tools, equipment and/or machinery on which training has been provided;

- tasks associated with a linen service e.g. sorting soiled linen, loading, unloading and cleaning washing machines, folding and putting away clean linen, collecting and distributing linen;
- assist tradespersons by performing routine, basic manual tasks;
- undertake labouring tasks involving receiving, moving and packing stores;
- routine maintenance on equipment operated;
- use manually powered mechanical aids;
- read instruments or gauges which do not require adjustment or calculation to operate;
- operate a two-way radio;
- maintain simple records;
- maintain work area in a clean and safe condition;
- general labouring duties.

D.1.7 Knowledge and skills

Staff at this level will have an aptitude for physical work and the capacity to develop a basic knowledge of the work of the operational procedures of the work area.

D.1.8 Aboriginal knowledge and cultural skills

The following characteristics are desirable for staff at this level:

- (a) An understanding, awareness of and/or sensitivity to Aboriginal culture and law, e.g. ability to speak, understand or knowledge of one or more relevant Australian Aboriginal languages; kinship and skin relationships; avoidance relationships; family structures and sorry business; local cultural values; and the ability to conduct oneself in a culturally appropriate manner.
- (b) Ability to deliver or assist in the delivery of effective and appropriate services to an Aboriginal clientele, e.g. knowledge of the relevant Australian Aboriginal community, the ability to communicate with Aboriginal people; to be credible and acceptable to clients and co-workers; a knowledge of who to approach and how; an ability to gain trust and confidence of clients and co-workers; a knowledge of cultural conventions and appropriate behaviour.
- (c) An awareness of the history and role of Aboriginal organisations in the region, e.g. an understanding of KWHB and its goals; knowledge of the environment in which KWHB operates.
- (d) The ability to function effectively at work in an Aboriginal organisation.
- (e) Understanding and/or awareness of the concepts of Aboriginal self-determination and Aboriginalisation.

D.1.9 Qualifications

Formal qualifications are not required at this level.

D.1.10 Training

- (a) Training means both formal and informal training.

- (b) All workers are expected to undertake training to enhance the development of their career path and the achievement of KWHB's goals.
- (c) All staff are expected to undertake relevant training to enable them to advance to the next level.
- (d) All workers at this level will receive training to enable them to advance to the next level.
- (e) Advancement to a higher level will be subject to:
 - (i) satisfactory completion of training/competency assessment;
 - (ii) the normal merit-based promotion processes; and
 - (iii) a vacant job being available.

D.2 Level 2

D.2.1 General description

- (a) Administrative/Specialist positions at this level work under close direction and may undertake a combination of keyboard, clerical and/or other duties.
- (b) General positions at this level work individually or in a team under general direction. Staff at this level use their own judgement in deciding how to carry out tasks.
- (c) All staff at this level must have good communication and interpersonal skills.

D.2.2 Role and function

(a) Administrative staff

- (i) The work of Administrative staff at this level requires basic office skills and routines such as:
 - receiving and dealing with clients and members of the public;
 - straightforward use of keyboard equipment;
 - filing;
 - photocopying;
 - collating documents;
 - collecting and distributing;
 - carrying out routine checks;
 - simple coding;
 - maintaining basic records;
 - mail procedures;
 - obtaining and/or providing information about straightforward matters;
 - routine use and maintenance of office equipment.
- (ii) Keyboard tasks may include complex word processing or data entry, including tables, diagrams and unusual words.

(b) General staff

- (i) Staff at this level usually work under general direction as a team doing a range of manual tasks and/or operating plant, equipment and vehicles which require more than a basic level of skill.
- (ii) More experienced staff would be expected to help technical and/or professional staff at a limited level of technical knowledge; or
- (iii) under limited direction, coordinate Level 1 staff working on a range of routine manual tasks. Coordination includes assigning tasks and quality control of work.

D.2.3 Direction given at this level

- (a) The work of less experienced Administrative/Specialist staff is done under close direction.
- (b) Less experienced General staff at this level work under general direction.

D.2.4 Accountability/extent of authority

- (a) Work of Administrative/Specialist staff is of routine nature and follows established routines and procedures. Problems can usually be solved by following set procedures. Assistance is available if needed when problems arise.
- (b) General staff receive general instruction for each task and have limited discretion to choose the order and best way to complete task.

D.2.5 Main responsibilities

- (a) **Tasks of Administrative/Specialist staff should be mixed to provide a variety of work experience.**
 - (i) Keyboard tasks at this level include:
 - word processing which has difficult or unusual terms in it;
 - tables and diagrams;
 - data entry;
 - a good understanding of layout;
 - entering and skilled handling of text and data;
 - word processing and/or financial data entry using a large range of formats;
 - interpreting data before and during entry;
 - reviewing and updating simple record-keeping systems (e.g. computer based indexes, information retrieval systems).
 - (ii) The work may involve giving technical advice to other staff (for example how to use office equipment in the work area). It may require knowledge of particular procedures used in KWHB, e.g. personnel or finance procedure.

(iii) Staff working at this level:

- would usually be able to do the tasks after a period of training or experience;
- may assist more senior officers in the tasks.

(iv) Work may include basic material to put in reports and submissions, issuing form or routine letters and checking applications for benefits or grants.

(v) Administrative positions at this level have no supervisory responsibilities but more experienced staff may assist new staff by providing guidance and advice.

(b) Typical duties of General staff at this level include:

- assist tradespersons in their tasks;
- carry out minor repairs and maintenance to buildings and grounds, e.g. minor repairs to boundary fences, erection of plaques and maintenance to monument walls;
- identify stores received, check items off, referring problems to a senior worker;
- issuing stores;
- licensed operation of vehicles/ machinery e.g. drive vehicles to transport passengers (less than 25 persons) and/or deliver messages;
- control the issue of materials and equipment and assist with the general planning and organisation of work;
- general staff receive general instruction for each task and have limited discretion to choose the order and best way to complete task.

D.2.6 Task descriptions

Tasks given below are only indicative of the types of tasks done at this level. Individual task examples should not be used for distinguishing between classification levels.

(a) Administrative/specialist staff

Tasks should be mixed to provide a variety of work experience. Tasks may include:

- control stationery, furniture and/or equipment stores; arrange distribution of stationery and stores requirements to work areas;
- arrange interviews for a work group providing client services;
- arrange funding of movement requisitions;
- establish and maintain dispatch and delivery procedures with cargo and mail carriers;
- straightforward word or data processing to produce documents in the form required;
- code text and data for entry into a computer application;
- enter text or alphanumerical data on a storage medium from drafts, pre-coded forms or other material;
- maintain the computer and manual filing/records systems of a work area;

- operate office machines such as photocopiers, enveloping or facsimile machines;
- routine checking of office equipment, e.g. refill paper trays, toner etc. according to user's manual;
- prepare lists of furniture or equipment and check items against lists (e.g. in a furniture pool or equipment store);
- prepare requisitions for supplies and services;
- prepare required documents by transcribing from drafts or dictation;
- assess postal charges for all outward mail and operate a franking machine;
- examine newspapers and journals and extract press cuttings of interest to a work area;
- prepare and file documents used and produced by a Section;
- calculate entitlements for leave, increments, higher duties allowance or overtime in straightforward cases;
- library duties involving routine shelving, issues and returns;
- check computer print-out for non-receipt of vouchers and take follow-up action;
- post-action file checks to ensure that correct procedures have been followed;
- reconcile routine accounts or other records of payments/deductions;
- operate a small registry;
- dispatch and receive faxes;
- deliver, receive or collect messages, documents and other material, including classified material;
- assist professional, Allied health professional, Nursing and Technical staff by performing tasks requiring knowledge in a specific field or discipline; assist in the moving, lifting and positioning of patients; assist in the moving patients to and from clinic or hospital;
- arrange funerals and funeral runs;
- maintain hygiene of rooms, equipment and instruments following cleaning protocols;
- oversight an aspect of a support unit e.g. the serving or delivery of meals;
- undertake training as required;
- work in community health support program;
- undertake training as required;
- assist in the collection of course materials.

(b) General staff

Less experienced staff at this level work under general direction. Tasks may include:

- mix, pour and spread materials such as concrete, using equipment such as mixers, concrete pump guns and tampers;
- prepare work areas using equipment such as jack hammers and concrete saws;
- assist tradespersons in their tasks;
- maintain and undertake minor repairs of equipment, tools and machinery used at this level within this level of skill and training, e.g. maintain equipment in accordance with the manufacturer's instructions;

- use basic plans sketches and working drawings e.g. size cut and lay roofing materials such as malthoid, erect barricades and place lights to mark out work areas and protect workers;
- licensed operation of plant/machinery;
- prepare and supervise delivery of meals and stores;
- night cleaning, including security during and after cleaning;
- assist in the movement, lifting and positioning of patients; assist in the movement of patients to and from clinic or hospital;
- supervise labouring work of grounds and gardens maintenance;
- receive, check and acquit stores; resolve basic discrepancies where possible and refer others to the supervisor. Prepare or process stores documents and maintain records; oversee packing, marking and storage, e.g. stock check of quantities, expiry of shelf life;
- oversight an aspect of a support unit e.g. linen services, cleaning and stocking of staff kitchens;
- provide security services around buildings and grounds;
- operate vehicles, machinery or equipment requiring more than a basic level of skill e.g. vehicles under 2 tonne, forklift, tractor with power attachments;
- more complex tasks associated with the care and maintenance of grounds and gardens; supervise/provide advice to staff undertaking routine gardening tasks;
- tasks associated with issuing stores and processing related documentation;
- identify stores received, check against receipts and acquit (referring problems to a senior worker), licensed operation of store equipment e.g. fork-lift;
- undertake training as required.

D.2.7 Knowledge and skills

(a) Knowledge

Staff at this level will have:

- (i) a basic knowledge of the operational procedures of the work area; and
- (ii) the capacity to develop:
 - a knowledge of the work area's functions and activities; and
 - KWHB's operational procedures;

(b) Skills

- (i) As experience is gained, Administrative staff would be expected to be capable of operating a wide range of office equipment and to undertake the more difficult aspects of routine office work.
- (ii) As experience is gained General staff would be expected to be capable of performing a wider range of duties than at Level 1 and to undertake the difficult aspects of the work.

(c) Interpersonal skills

- (i) Staff at this level must have good communication and interpersonal skills.
- (ii) Experienced staff would be expected to have communication skills to enable them to:
 - undertake limited liaison and coordination;
 - make inquiries to obtain and compile information.

D.2.8 Aboriginal knowledge and cultural skills

The following characteristics are desirable for staff at this level:

- (a) An understanding, awareness of and/or sensitivity to Aboriginal culture and law, e.g. ability to speak, understand or knowledge of one or more relevant Australian Aboriginal languages; kinship and skin relationships; avoidance relationships; family structures and sorry business; local cultural values; and the ability to conduct oneself in a culturally appropriate manner.
- (b) Ability to deliver or assist in the delivery of effective and appropriate services to an Aboriginal clientele e.g. knowledge of the relevant Australian Aboriginal community, the ability to communicate with Aboriginal people; to be credible and acceptable to clients and co-workers; a knowledge of who to approach and how; an ability to gain trust and confidence of clients and co-workers; a knowledge of cultural conventions and appropriate behaviour.
- (c) An awareness of the history and role of Aboriginal organisations in the region, e.g. an understanding of KWHB and its goals; knowledge of the environment in which KWHB operates.
- (d) The ability to function effectively at work in an Aboriginal organisation.
- (e) Understanding and/or awareness of the concepts of Aboriginal self-determination and Aboriginalisation.

D.2.9 Qualifications

- (a) Formal qualifications are not generally required at this level, but may be included in selection criteria.
- (b) Workers at this level would be able to demonstrate that they have satisfactorily completed training or can demonstrate competence according to the requirements of this level.

D.2.10 Training

- (a) Training includes both formal and informal training.
- (b) All workers are expected to undertake training to enhance the development of their career path and the achievement of KWHB's goals. All staff are expected to undertake relevant training to enable them to advance to the next level.
- (c) All workers at this level will receive training to enable them to advance to the next level.

- (d) Advancement to a higher level will be subject to:
 - (i) satisfactory completion of training/competency assessment;
 - (ii) the normal merit-based promotion processes; and
 - (iii) a vacant job being available.

D.3 Level 3

D.3.1 General description

- (a) Administrative/Specialist staff at this level work in a range or combination of operational, supervisory and/or administrative activities. The work requires skills and experience relevant to the work area, e.g. experience in office work, and a general knowledge of the work to be performed.
- (b) This is the first level which may include administrative positions with a supervisory role. These positions require basic skills in personnel management and interpersonal communication.
- (c) General staff at this level generally do trade work, or work requiring an equal level of skill and knowledge; operate vehicles and equipment requiring a high level of operational skill; or supervise a number of staff or work teams doing a variety of routine manual tasks.

D.3.2 Role and function

- (a) **Administrative/specialist staff**
 - (i) A range or combination of operational, administrative and/or supervisory activities;
 - (ii) Work at this level may involve supervising or coordinating lower level workers;
 - (iii) Positions involving a range of secretarial/administrative support functions may be included in this level provided that:
 - the range of knowledge and skills required;
 - the degree of independence and responsibility in doing tasks; and
 - the degree of direction given by the supervisor are consistent with the standard for this level.
 - (iv) The level of the position for whom the secretarial/administrative support services are being performed is not a factor in classifying such positions.
 - (v) Positions which are regularly required to take and transcribe minutes of meetings or conferences are included in this level.
 - (vi) Tasks may include preparing straightforward reports.
 - (vii) Provide direct community care to clients and groups.

(b) General staff

- (i)** Trade work, operation of vehicles or equipment and/or supervision of staff doing routine manual work.
- (ii)** Less experienced staff at this level:
 - do trade work, or work requiring an equal level of skill and knowledge; or
 - do work involving the operation of vehicles or equipment requiring a high level of skill; or
 - supervise work teams or staff doing a variety of routine manual tasks.
- (iii)** Experienced staff at this level:
 - perform trade work requiring a high level of trade skill;
 - employ initiative and judgement above the general trades level;
 - operate vehicles/equipment requiring an advanced level of skills; or
 - supervise, plan and coordinate the work of small work teams; or
 - control the operations of an organisational element of a program which undertakes a variety of predominantly manual tasks.

D.3.3 Direction given at this level

- (a)** Administrative/Specialist positions at this level usually work under general direction and the work is subject to regular checks. Detailed instruction is not always necessary and there is scope for staff to exercise initiative in applying established work practices and procedures.
- (b)** General positions at this level work under general direction and more experienced staff could be expected to use their own initiative and judgement in solving day-to-day problems.

D.3.4 Accountability/extent of authority

(a) Administrative/specialist staff

- (i)** Liaison within KWHB or with other interested parties may be required at this level.
- (ii)** The solution of problems may require limited judgement. Guidance would be available in the form of established procedures, guidelines or instructions.
- (iii)** This is the first level at which workers may have the authority to approve recreational, sick and special leave, and/or examine accounts.

(b) General staff

A person in a supervisory role at this level could be expected to exercise initiative and judgement in solving day-to-day operational problems including:

- estimating and ordering;
- work prioritising;

- staffing control and training; and
- maintenance of records and basic reporting.

D.3.5 Main responsibilities

(a) Administrative/specialist staff

- (i) The work may involve a range of operational, administrative or supervisory activities, or a combination of these.
- (ii) Staff at this level may have input into ideas or decisions to improve office or service procedures or operations.
- (iii) Workers with supervisory responsibilities are required to train the staff they supervise in the skills they need to advance to the next level in the classification structure.
- (iv) Workers with training responsibilities will be required to undertake relevant courses to enable them to deliver training effectively.
- (v) All staff are required to undertake relevant training to enable them to advance.
- (vi) The work may involve a range of community development activities.

(b) General staff

- (i) Work at this level includes:
 - trade work or work requiring the same level of skill;
 - operation of vehicles or equipment;
 - supervision of staff or teams doing manual work.
- (ii) Workers with supervisory responsibilities are required to train the staff they supervise in the skills they need to advance to the next level in the classification structure.
- (iii) Workers with training responsibilities will be required to undertake relevant courses to enable them to deliver training effectively.
- (iv) All staff are required to undertake relevant training to enable them to advance.

D.3.6 Task descriptions

Tasks given below are only indicative of the types of tasks done at this level. Individual task examples should not be used for distinguishing between classification levels.

(a) Administrative/specialist staff

- arrange and oversee the maintenance and control of office systems e.g. statistical registers, staffing and financial documents;
- oversee data input to computer systems; and oversee updating and use of input instructions;

- arrange and oversee minor repairs and maintenance of buildings and equipment;
- estimate, order and manage office supplies;
- establish record-keeping systems;
- supervise staff doing clerical, switchboard or stores administration work;
- supervise reception staff;
- manage the office of a senior officer, prepare documents, arrange appointments, travel and meetings;
- sort out appointment scheduling problems and liaise with service providers to ensure the appointment system works effectively;
- advise staff on how to use keyboard equipment and computer systems in the work area;
- assist town campers with housing requirements and problems;
- maintain and compile records of receipts;
- solve difficult document production and data entry problems;
- train staff in the use of the office equipment of a work area;
- liaise with organisations on behalf of clients;
- provide community services programs;
- maintain and update an information system (e.g. a Section's specialised work records or filing system);
- run editing and file maintenance jobs on a large scale system;
- examine claims and accounts for payment, obtain relevant information and make routine recommendations for payment or recovery action;
- coordinate a community health program;
- file new material and ensure files are correctly titled and filed under correct headings; select items which should be sighted by senior officers;
- oversight the work of unqualified library staff;
- interpret or translate straightforward material;

(b) General staff

- licensed operation of vehicles and machinery e.g. operate an articulated bus to transport passengers;
- prepare, cook and serve foodstuffs, including ordering ingredients and materials;
- responsibility for organising supply of sterile materials;
- mechanic, plumber, painter;
- undertake duties incidental to the trade - i.e. by "making good" a job of work;
- unusual or non-standard work, including changing existing procedures or practices as needed;
- read, interpret and apply plans, specifications and diagrams;
- supervise and coordinate the activities of a group of staff doing a range of activities;
- tradespersons at this level may supervise trades assistants and provide guidance to apprentices;
- supervise/oversee staff performing a variety of activities e.g.:
 - in a transport pool using vehicles and complex machinery or equipment; or

- in a stores depot, responsible for issuing, receiving, storing and documentation, and recording, checking and monitoring shelf stock; or
- supervise a large number of staff engaged in the preparation, serving or distribution of food or providing cleaning services;
- prepare, cook and serve food;
- carry out gardening tasks at the trades level, e.g. propagate, cultivate and monitor development of plants, pruning and tree surgery, plan and implement watering, fertiliser and improvement programs for gardens;
- inspect and report and make recommendations on the work of cleaning and maintenance contractors;
- licensed operation of vehicles or machinery requiring a high level of operational skill, e.g.:
 - operate a heavy rigid bus to transport passengers;
 - drive vehicles, with a compactor capacity of 19.3 cubic metres, to remove trade waste;
- undertake and/or give training as required.

D.3.7 Knowledge and skills

(a) Knowledge

(i) Workers at this level require:

- skills and experience in the work; and
- a general knowledge of the work performed in their work area.

(ii) Additional knowledge which may be required in some positions:

- Some knowledge of related work areas and relationships between work areas in KWHB.
- Knowledge of Government Acts and Regulations may be relevant to some positions.

(iii) Staff at this level may be expected to solve problems by following established procedures or making minor changes to operations in the work area.

(iv) Staff at this level may take part in changes or improvements in the work area (for example, take part in decision-making or implement agreed changes).

(v) Knowledge of Aboriginal learning and training styles.

(vi) Staff at this level with supervisory responsibilities would be expected to have a general knowledge of, and be involved in, personnel-related tasks such as:

- orientation of staff; and
- monitoring work practices, staff attendance and leave arrangements.

(b) Skills

Staff who have supervisory responsibilities require the ability to:

- set priorities and deadlines; and
- provide advice and information to clients and staff;
- provide individual on-the-job training and guidance based on work performance.

(c) Interpersonal skills

Positions at this level require the ability and judgement to liaise and communicate within and outside KWHB.

D.3.8 Aboriginal knowledge and cultural skills

The following characteristics are desirable for staff at this level:

- (a)** An understanding, awareness of and/or sensitivity to Aboriginal culture and law, e.g. ability to speak, understand or knowledge of one or more relevant Australian Aboriginal languages; kinship and skin relationships; avoidance relationships; family structures and sorry business; local cultural values; and the ability to conduct oneself in a culturally appropriate manner.
- (b)** Ability to deliver or assist in the delivery of effective and appropriate services to an Aboriginal clientele e.g. knowledge of the relevant Australian Aboriginal community, the ability to communicate with Aboriginal people; to be credible and acceptable to clients and co-workers; a knowledge of who to approach and how; an ability to gain trust and confidence of clients and co-workers; a knowledge of cultural conventions and appropriate behaviour.
- (c)** An awareness of the history and role of Aboriginal organisations in the region, e.g. an understanding of KWHB and its goals; knowledge of the environment in which KWHB operates.
- (d)** The ability to function effectively at work in an Aboriginal organisation.
- (e)** Understanding and/or awareness of the concepts of Aboriginal self-determination and Aboriginalisation.

D.3.9 Qualifications

Depending on the area of work to be performed:

- (a)** No formal qualifications are required, but have attained equivalent level of expertise and experience to undertake the range of work required through previous appointments or work experience; or
- (b)** Appropriate post-trade certificate relevant to the work area; or
- (c)** Entry point for three year degree/Associate Diploma or appropriate certificate without experience; or
- (d)** Qualifications which are accepted as both relevant and equivalent; or
- (e)** Appropriate on-the-job training and relevant experience.

D.3.10 Training

- (a) Training includes both formal and informal training.
- (b) All workers are expected to undertake training to enhance the development of their career path and the achievement of KWHB's goals.
- (c) All staff are expected to undertake relevant training to enable them to advance to the next level.
- (d) All workers at this level will receive training to enable them to advance to the next level.
- (e) Advancement to a higher level will be subject to:
 - satisfactory completion of training/competency assessment;
 - the normal merit-based promotion processes; and
 - a vacant job being available.

D.4 Level 4

D.4.1 General description

- (a) Administrative/Specialist positions at this level usually work under general direction. They require relevant experience, a broad knowledge of KWHB's functions and activities, and a sound knowledge of the major activity performed within the work area.
- (b) Positions with supervisory responsibilities may do some of the complex operational work and may help with, or check, the work done by team members or workers they supervise. There is scope for staff at this level to use their own initiative and judgement in solving problems.
- (c) General staff at this level work under limited direction, either individually or in a team. They would usually do special class trade work, and would be expected to take an independent approach and work with a high degree of initiative.
- (d) A person at this level in a supervisory role could be expected to exercise a high degree of initiative and judgement in solving day-to-day problems.

D.4.2 Role and function

- (a) **Administrative/specialist staff**
 - (i) Administrative work at this level may involve:
 - preparing papers, correspondence, briefing notes, or other written material; and
 - general administrative support to senior officers.
 - (ii) Positions requiring the use of keyboard skills may be included in this level only if the supervisory and/or other duties performed are consistent with the standard for this level.

- (iii) Positions with supervisory responsibilities may do some of the complex operational work and may help with, or check, the work done by team members or workers they supervise.
- (iv) The work may involve liaison and communication with clients.
- (v) Positions at this level may have responsibilities to train lower level staff, and/or involvement in planning of training.
- (vi) Coordinate community service program or activity, including involvement in planning of programmes.

(b) General staff

- (i) Staff at this level usually do special class trades work.
- (ii) The work may include giving guidance and assistance to other members of a work team; or
- (iii) Under administrative supervision, take charge of an occupational group of workers doing a wide range of activities; and
- (iv) Take responsibility for quality control, training, recruitment, estimation of costs, preparation of orders, and setting and reviewing procedures.
- (v) A person at this level in a supervisory role could be expected to exercise a high degree of initiative and judgement in solving day-to-day problems.
- (vi) As a specialist, recommend and/or implement solutions to complex operational problems.

D.4.3 Direction given at this level

(a) Administrative/specialist staff

- (i) The work of Administrative/Specialist staff is usually performed under general direction.
- (ii) Problems would usually be solved by following established guidelines and procedures, or previous solutions. This may require interpretation and judgement and there is scope for the worker to use their own initiative.

(b) General staff

- (i) General staff at this level work under limited direction, either individually or in a team.
- (ii) They would be expected to take an independent approach and exercise a high degree of initiative and judgement in solving day-to-day problems.

D.4.4 Accountability/extent of authority

(a) Administrative/specialist staff

- (i) Decisions made or delegations exercised at this level may have an impact on KWHB's operations (e.g. on financial resources), but would usually have limited procedural or administrative importance.
- (ii) The solution of problems may require interpretation of procedures or guidelines, judgement and initiative.
- (iii) Liaison and communication with clients and other organisations may be required.

(b) General staff

A person at this level in a supervisory role could be expected to exercise a high degree of initiative and judgement in solving day-to-day problems including:

- staff training;
- estimating and ordering;
- work prioritising;
- oversee record-keeping; and
- preparation of minor reports.

D.4.5 Main responsibilities

(a) Administrative/specialist staff

- (i) A range of operational, administrative or supervisory activities or a combination of these.
- (ii) Positions with supervisory responsibilities may be involved in working with staff:
 - to develop work performance;
 - for planning and coordinating tasks; and
 - supervise work flow, perhaps across a number of areas or activities.
- (iii) Supervisory responsibilities also include:
 - on-the-job training;
 - staff assessment; and
 - performance counselling in relation to the work area.
- (iv) Workers with supervisory responsibilities are required to train the staff they supervise in the skills they need to advance to the next level in the classification structure. At this level, this may include:
 - organising training courses;
 - assisting in the preparation of training material; and
 - presenting short courses.
- (v) Workers with training responsibilities may be required to undertake relevant courses to enable them to deliver training effectively.

- (vi) All staff are expected to undertake relevant training to enable them to advance to the next level.

(b) General staff

Work at this level may include:

- (i) Work at this level may include:

- special class trades work;
- giving guidance and assistance to other members of a work team; or
- as a specialist, recommend and/or implement solutions to complex operational problems; or
- under administrative supervision, take charge of an occupational group of workers doing a wide range of activities, with responsibility for:
 - quality control;
 - training;
 - recruitment;
 - estimation of costs;
 - preparation of orders; and
 - setting and reviewing procedure.

- (ii) Workers with supervisory responsibilities are required to train the staff they supervise in the skills they need to advance to the next level in the classification structure. At this level, this may include:

- organising training courses;
- assisting in the preparation of training material; and
- presenting short courses.

- (iii) Workers with training responsibilities may be required to undertake relevant courses to enable them to deliver training effectively.

- (iv) All staff are expected to undertake relevant training to enable them to advance to the next level.

D.4.6 Task descriptions

Tasks given below are only indicative of the types of tasks done at this level. Individual task examples should not be used for distinguishing between classification levels.

(a) Administrative/specialist staff

- Oversee preparation of material for processing;
- oversee requisitioning, purchasing and issuing procedures in an office;
- oversee collection and banking of moneys;
- secretariat, administrative support and/ or other duties associated with servicing a committee;
- in consultation with senior officers organise staff selection committees;
- coordinate and supervise administration services including purchasing, filing and keyboard services;

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- assist in resolving disputes on town camps over housing;
- supervise staff in the payment of accounts and petty cash;
- supervise staff doing personnel work;
- in a "processing" unit, check completed work; where necessary look into mistakes and take corrective action;
- oversee the flow of data through computer processing;
- maintain contact with welfare agencies and other organisations on behalf of clients;
- give support and advice to equipment users;
- recommend and/or take action to recover outstanding financial amounts;
- recommend changes and improvements to procedures and/or equipment used in the work area;
- maintain an Information Centre including an information library of printed matter, video tapes and audio tapes;
- maintain office expenditure accounts;
- prepare data used to produce accurate and informative management information reports;
- provide graphic and document production services;
- deal with computer edit failures;
- register, classify and index confidential files and correspondence;
- prepare equipment maintenance registers;
- prepare complex salary variations;
- code complex text and data for entry onto computer applications;
- assess complex claims for payment; take follow-up action on unpaid invoices;
- liaise with communities to plan community service programs or activities;
- organise community service programs and activities;
- liaise with government departments, Aboriginal organisations, etc. on behalf of clients;
- examine computer print-outs and make corrections or changes as necessary;
- check claims for allowances, calculate allowances and do associated paperwork;
- calculate and check salary and leave entitlements;
- check claims for payment;
- prepare, conduct and help to evaluate in-house staff training and development programs;
- undertake and/or deliver training as required;
- answer telephone inquiries;
- coordinate counselling and education programs;
- accurate translation of spoken or written material including meetings, court work, hospital, conferences;

(b) General staff

Plan and supervise the day-to-day operations of gardening and maintenance work including:

- allocate work to staff and give guidance and instructions;

- carry out quality control to ensure work is being done according to instructions;
- arrange for purchase of equipment and supervise its maintenance;
- assist in planning future work programs and estimate expenditure; and
- prepare detailed reports on progress of work programs.

D.4.7 Knowledge and skills

(a) Knowledge

(i) Work at this level requires:

- relevant experience;
- a sound knowledge of the tasks or activities of the work area;
- broad knowledge of KWHB's functions and activities;
- a sound knowledge of work practices, procedures, guidelines and instructions relevant to the work area.

(ii) A worker who does not have a background in the specific work area should have skills and knowledge from past work experience which could be quickly adapted to the work area.

(iii) Additional knowledge which may be required:

- a knowledge of computer applications and/or keyboard operations;
- for some positions the work requires a sound knowledge of functions and activities of KWHB's relationship with other organisations;
- specialist subject knowledge;
- knowledge of Aboriginal learning and training styles.

(b) Skills

(i) Special class trades skills or an equivalent level of skill and knowledge is required for General staff at this level.

(ii) Where the work of a position at this level involves liaison and communication with clients and other organisations, the ability to use tact and discretion to gain cooperation or to request information would be required.

(iii) In trainer positions, the ability to apply a knowledge of Aboriginal learning and training styles.

(iv) Positions with supervisory responsibilities may require:

- ability to conduct on-the-job training; and
- skills in staff assessment and performance counselling in relation to the work area;
- the ability to plan and coordinate work across a number of areas or activities;
- this would require personnel management, communication and liaison skills.

D.4.8 Aboriginal knowledge and cultural skills

The following characteristics are desirable for staff at this level:

- (a) An understanding, awareness of and/or sensitivity to Aboriginal culture and law, e.g. ability to speak, understand or knowledge of one or more relevant Australian Aboriginal languages; kinship and skin relationships; avoidance relationships; family structures and sorry business; local cultural values; and the ability to conduct oneself in a culturally appropriate manner.
- (b) Ability to deliver or assist in the delivery of effective and appropriate services to an Aboriginal clientele e.g. knowledge of the relevant Australian Aboriginal community, the ability to communicate with Aboriginal people; to be credible and acceptable to clients and co-workers; a knowledge of who to approach and how; the ability to identify and work with key people; an ability to gain trust and confidence of clients and co-workers; a knowledge of cultural conventions and appropriate behaviour.
- (c) An awareness of the history and role of Aboriginal organisations in the region, e.g. an understanding of KWHB and its goals and knowledge of the environment in which KWHB operates.
- (d) The ability to function effectively at work in an Aboriginal organisation.
- (e) Understanding and/or awareness of the concepts of Aboriginal self-determination and Aboriginalisation.

D.4.9 Qualifications

- (a) a four year degree with two years relevant experience; or
- (b) a three year degree plus graduate diploma in the relevant discipline with two years relevant experience; or
- (c) an Associate Diploma with experience; or
- (d) a three year degree plus three year professional experience in the relevant discipline; or
- (e) an appropriate certificate with relevant experience; or
- (f) qualifications attained through previous appointments/service and/or study in an equivalent level of expertise and experience to undertake the range of activities required.

D.4.10 Training

- (a) Training includes both formal and informal training.
- (b) All workers are expected to undertake training to enhance the development of their career path and the achievement of KWHB's goals.
- (c) All staff are expected to undertake relevant training to enable them to advance to the next level.
- (d) All workers at this level will receive training to enable them to advance to the next level.

- (e) Workers at this level who are required to give training to workers at lower levels must undertake appropriate courses to enable them to deliver effective training.
- (f) Advancement to a higher level will be subject to:
 - satisfactory completion of training/competency assessment;
 - the normal merit-based promotion processes; and
 - a vacant job being available.

D.5 Level 5

D.5.1 General description

- (a) Administrative/Specialist positions at this level usually work under general direction in positions which require special knowledge or skills appropriate to the work area. They usually work within clear guidelines and follow established work practices and priorities.
- (b) General staff at this level work under limited direction, either individually or in a team, supervising a large group of trades or non-trades staff on a range of projects. General staff at this level are expected to use a high degree of initiative, independent judgement, leadership and flexibility in solving complex problems.

D.5.2 Role and function

(a) Administrative/specialist staff

- (i) A range of tasks associated with the programs, activities or services provided; and/or
- (ii) Give administrative support to senior staff; or
- (iii) Give administrative support to staff in technical or professional areas including collecting and analysing information, or preparing reports, papers and submissions.
- (iv) The work requires a sound knowledge of policies, programs, activities, or services provided in a functional element or across a number of work areas in KWHB.

(b) General staff

- (i) Supervise a large group of different trades and/or non-trades staff on a range of projects; or
- (ii) under general direction inspect buildings/houses to assess repair and maintenance requirements; or
- (iii) prepare cost estimates and work schedules; or
- (iv) under administrative supervision, take charge of and carry out maintenance and repairs of buildings and houses; or
- (v) estimate costs or and organise preventative maintenance.

D.5.3 Direction given at this level

(a) Administrative/specialist staff

- (i) The work of Administrative/Specialist staff is usually done under general direction, within clear guidelines and following established work practices and priorities.
- (ii) Direction of positions at this level is usually more detailed than at higher levels and is related to work priorities, practices and task technicalities.

(b) General staff

- (i) General staff at this level work under limited direction.
- (ii) They are expected to exercise a high degree of independent judgement, initiative, leadership and flexibility in solving complex problem.

D.5.4 Accountability/extent of authority

(a) Administrative/specialist staff

Decisions taken or delegations exercised at this level may have an impact on KWHB's operations but they are of limited management significance.

(b) General staff

Positions at this level would exercise direct and indirect control over a group of staff, including subordinate supervisors, under Administrative supervision.

D.5.5 Main responsibilities

(a) Administrative/specialist staff

- (i) Positions at this level may have supervisory responsibilities over staff operating a wide range of office equipment or doing a variety of tasks such as planning and coordinating work across a number of work areas or activities.
- (ii) Staff in supervisory positions would be expected to facilitate group decision making in the work area and take part in making decisions about issues relating to their work area.
- (iii) Some positions at this level may supervise staff doing similar but less difficult work. The extent to which staff with supervisory duties become involved in the operational work of an area will depend on such factors as priorities, the complexity of the work and the number of staff supervised.
- (iv) Positions providing administrative support to senior management may be classified in this level if the complexity of the operational or administrative tasks performed is typical of this level.
- (v) Workers with supervisory responsibilities are required to coordinate or conduct the training of the staff they supervise in the skills needed to advance to the next level in the classification structure.

- (vi) Workers with training responsibilities will be required to undertake relevant courses to enable them to deliver training effectively.
- (vii) All staff are expected to undertake relevant training to enable them to advance.

(b) General staff

- (i) General staff at this level are expected to use a high degree of initiative, independent judgement, leadership and flexibility in solving complex problems including:
 - coordination of resources;
 - oversight of training;
 - estimation of costs;
 - arranging recruitment;
 - oversight safety measures;
 - review work methods and oversee quality control;
 - approve completed jobs.
- (ii) Workers with supervisory responsibilities are required to coordinate or conduct the training of the staff they supervise in the skills needed to advance to the next level in the classification structure.
- (iii) Workers with training responsibilities will be required to undertake relevant courses to enable them to deliver training effectively.
- (iv) All staff are expected to undertake relevant training to enable them to advance.

D.5.6 Task descriptions

Tasks given below are only indicative of the types of tasks done at this level. Individual task examples should not be used for distinguishing between classification levels.

(a) Administrative/Specialist staff

- oversee workers who maintain and check personnel and salary allowance records;
- oversee all recruitment activities. Resolve the more difficult problems relating to recruitments;
- arrange for salaries adjustments following the issue of determinations and awards;
- arrange payment of accounts and sundry debtor action;
- coordinate and direct the staff of a team working in:
 - personnel and recruitment, or
 - finance and accounts, or
 - office service activities,
 - community development
 - and resolve complex issues;
- liaise with other organisations, staff and job applicants;
- coordinate and direct all matters relating to revenue and expenditure;
- make sensitive inquiries about pensions and benefits and advise clients;

- maintain salaries and related expenditure control data;
- research and prepare policy information;
- draft general correspondence;
- coordinate and prepare final, revised and forward financial estimates;
- check expenditure against budget allocations and prepare statements to show trends;
- review staff performance and output in a processing area, to make sure good standards are achieved;
- graphic design;
- produce camera ready art work;
- operate desk top publishing;
- inspect and report on office accommodation matters;
- assess the suitability of office equipment;
- analyse data and compile information; draft related reports;
- assist with forward planning of staff and finances;
- plan, direct and coordinate the operations of a work area which provides office services such as word processing, document production, filing;
- projects and tasks to develop and implement equal employment opportunity programs;
- in consultation with the other workers, plan and implement a comprehensive training program for the staff of a work area;
- develop procedures or guidelines for handling inquiries;
- approve expenditure to a specified value (e.g. petty cash);
- train staff in tasks associated with salaries, allowances, leave, compensation, superannuation, etc.;
- undertake training and/or deliver other training as required;
- assist in the research and preparation of dictionary material;
- plan, direct and coordinate the operations of a work area which provides community services;
- provide graphic or artwork production services;
- accurate interpretation or translation of complex spoken or written material, including legal or medical terms;
- interpreting in situations requiring tact and discretion.

(b) General staff

- (i) Supervising and controlling the day-to-day operations of a work area, including responsibility for:
 - deciding priorities and resources needed for jobs on the work program; and
 - preparing estimates for work done inside and outside of KWHB;
 - monitoring expenditure; and/or
- (ii) Control a large number of staff in supervised work teams doing gardening and/or related tasks including:
 - deciding priorities for jobs on the work program;
 - deciding on resources needed for the work program;
 - give technical guidance as necessary;
 - play an active role in training work teams;

- monitor expenditure; and
 - research, prepare and present complex reports; and/or
- (iii) Supervising and controlling the day-to-day operations, including responsibility for development of a community program.
- (iv) Control groups of trades staff (or staff with an equivalent level of skills and knowledge, including junior supervisors) doing specialised work. Responsibilities include:
- preparing draft estimates;
 - deciding work priorities;
 - oversight quality control and occupation health and safety procedures;
 - review work methods and procedures;
 - organise labour, materials and equipment.
- (v) Other tasks of General staff may include:
- inspect the work of contractors;
 - undertake and/or deliver training as required.

D.5.7 Knowledge and skills

(a) Knowledge

- (i) Work at this level requires:
- sound general knowledge of KWHB's operations and the role of the work area;
 - sound general knowledge of the programs, activities, policies and services provided within a functional element or in a number of work areas of KWHB;
 - sound knowledge of the work practices and procedures of the work area;
 - sound knowledge of KWHB's policy or guidelines relevant to the work area.
- (ii) Ability to understand legislation, regulations or other guideline material may be required for some positions at this level.

(b) Skills

(i) Interpersonal skills

- Good liaison and communication skills;
- ability to communicate with clients within guidelines decided by senior management may be needed.

(ii) Managerial ability

Managerial ability, including the ability to:

- monitor work practices and work flow;
- set priorities within the work area;

- develop local procedures; and
- supervise staff;

may be required for positions at this level.

(iii) Supervisory ability

- (i) Supervisory responsibilities may be required for positions at this level, including:
 - assessment of training needs for the work area; and
 - staff assessment and performance counselling in relation to an individual's development; and/or
 - supervision and support of less experienced staff.
- (ii) Positions at this level would be expected to be familiar with and be able to apply equal employment opportunity principles and occupational health and safety guidelines.

D.5.8 Aboriginal knowledge and cultural skills

The following characteristics are desirable for staff at this level:

- (a) An understanding, awareness of and/or sensitivity to Aboriginal culture and law, e.g. ability to speak, understand or knowledge of one or more relevant Australian Aboriginal languages; kinship and skin relationships; avoidance relationships; family structures and sorry business; local cultural values; and the ability to conduct oneself in a culturally appropriate manner.
- (b) Ability to deliver or assist in the delivery of effective and appropriate services to an Aboriginal clientele e.g. knowledge of the relevant Australian Aboriginal community, the ability to communicate with Aboriginal people; to be credible and acceptable to clients and co-workers; a knowledge of who to approach and how; the ability to identify and work with key people; an ability to gain trust and confidence of clients and co-workers; a knowledge of cultural conventions and appropriate behaviour.
- (c) A thorough knowledge of the history and role of Aboriginal organisations in the region, e.g. an understanding of KWHB and its goals; knowledge of the political and economic environment in which KWHB operates.
- (d) The ability to function effectively at work in an Aboriginal organisation.
- (e) Understanding and/or awareness of the concepts of Aboriginal self-determination and Aboriginalisation.

D.5.9 Qualifications

- (a) With the exception of some specialist groups, this is the first level where technical or professional qualifications may be required or desirable.
- (b) A worker at this level would be able to demonstrate satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

- (c) Qualifications which may be required or desirable at this level:
- a relevant four year degree with two years relevant experience; or
 - a three year degree with three years relevant experience;
 - an Associate Diploma with relevant experience; or
 - lesser formal qualifications with substantial years of relevant experience;
 - qualifications attained through previous appointments/service and/or study or an equivalent level of expertise and experience to undertake the range of activities required.

D.5.10 Training

- (a) All workers are expected to undertake training to enhance the development of their career path and the achievement of KWHB's goals.
- (b) All staff are expected to undertake relevant training to enable them to advance to the next level.
- (c) Workers at this level who are required to give training to workers at lower levels must undertake appropriate courses to enable them to deliver effective training.
- (d) Advancement to a higher level will be subject to:
- satisfactory completion of training/competency assessment;
 - the normal merit-based promotion processes; and
 - a vacant job being available.

D.6 Level 6

D.6.1 General description

- (a) Administrative/Specialist staff at this level work under general direction in technical, professional, project, processing or service work to achieve results in line with the corporate or service delivery goals of KWHB.
- (b) General staff at this level work under limited direction, supervising a large group of staff on a varied range of operational projects. Workers at this level is expected to exercise a high degree of initiative, independent judgement and leadership in solving complex operational problems.

D.6.2 Role and function

(a) Administrative/specialist staff

- (i) Work at this level is performed under general direction and may be technical, professional, project, processing or service work, or a combination of these.
- (ii) Positions at this level may also undertake management functions.

(b) General staff

- (i) General staff at this level supervise a large group of trades and/or non-trades staff in more than one field on a varied range of operational projects;

- (ii) The work may include control of groups of trade staff (or staff with equivalent levels of skills and knowledge, including junior supervisory staff) working in specialised activities; or
- (iii) Control of a major service operation including a number of trades, non-trades and/or associated staff.

D.6.3 Direction given at this level

(a) Administrative/specialist staff

- (i) Administrative work at this level is performed under general direction as to work priorities.
- (ii) Direction at this level may be less direct than at lower levels and is usually related to task methodologies and work practices. Staff would be expected to set priorities and to monitor work flow in the area of responsibility.

(b) General staff

- (i) General staff at this level work under limited direction.
- (ii) A person at this level is expected to exercise a high degree of initiative, independent judgement and leadership in solving complex operational problems.

D.6.4 Accountability/extent of authority

(a) Administrative/specialist staff

- (i) Independent action may be exercised at this level, for example developing management strategies and work area procedures, or coordinating the development of a course curriculum.
- (ii) Operating guidelines and resource allocation will usually be determined by senior management.
- (iii) Decision taken or delegations exercised would be limited within guidelines set by senior management. Decisions may have a minor impact on KWHB's resources but are of limited management significance.
- (iv) The extent of supervisory responsibility would depend on the operational work of the area and factors such as work priorities, complexity of the work and the number of staff supervised.

(b) General staff

- (i) At this level General staff under administrative direction may exercise direct and indirect control over a large group of staff, including lower level supervisors, undertaking a varied range of work;
- (ii) General staff at this level exercise a high degree of independent judgement, initiative, leadership and flexibility in solving complex problems including:

- coordination of resources;
- oversight of training;
- estimation of costs;
- arranging recruitment;
- oversight safety measures;
- review work methods and oversee quality control.

D.6.5 Main responsibilities

(a) Administrative/specialist staff

- (i) The work may include:
 - preparing papers;
 - drafting complex correspondence for senior staff;
 - tasks of a specialist or detailed nature;
 - providing or interpreting information for clients or other interested parties;
 - specific processing or service responsibilities, including ensuring programmes comply with legislative, grant or policy requirements;
 - overseeing and coordinating the work of staff at lower levels;
 - management of a small functional unit of KWHB.
- (ii) Workers with supervisory responsibilities are required to coordinate or conduct the training of the staff they supervise in the skills needed to advance to the next level in the classification structure.
- (iii) Workers with training responsibilities will be required to undertake relevant courses to enable them to deliver training effectively.
- (iv) All staff are required to undertake relevant training to enable them to advance to the next level.

(b) General staff

- (i) General staff at this level work under limited direction, either individually or in a team environment:
 - supervise a large group of trades and/or non-trades staff in more than one field on a varied range of operational projects;
 - inspect houses or buildings to assess repair and maintenance requirements, prepares estimates of costs and schedules the work;
 - may take charge of and carry out maintenance and repair of houses or buildings and associated services and equipment;
 - develop plans, schedules and costs of preventive maintenance.
- (ii) Workers with supervisory responsibilities are required to coordinate or conduct the training of the staff they supervise in the skills needed to advance to the next level in the classification structure.
- (iii) Workers with training responsibilities will be required to undertake relevant courses to enable them to deliver training effectively.

- (iv) All staff are required to undertake relevant training to enable them to advance to the next level.

D.6.6 Task descriptions

Tasks given below are only indicative of the types of tasks done at this level. Individual task examples should not be used for distinguishing between classification levels.

(a) Administrative/specialist staff

- Supervise the work of a processing group (e.g. finance staff) and where necessary assist with the complex aspects of the work;
- organise and conduct training courses and conferences;
- arrange publications;
- prepare or help prepare work area or section budgets;
- review and report regularly on expenditure trends compared with estimates;
- direct and coordinate occupational health and safety programs and take a preventative role in regard to the health of staff;
- write programs using generalised software packages;
- undertake work related to the development of micro-based application systems including preparation of systems documentation;
- as a member of a team undertake reviews of/or consultancy assignments on administrative matters. Individually undertake less demanding reviews;
- undertake and/or deliver training as required;
- research and preparation of dictionary material;
- undertake complex graphic design.

(b) General staff

- Manage/supervise/coordinate the activities of a large number of staff including a transport service;
- manage administrative responsibility for:
 - budgeting and resource allocation;
 - estimating staffing;
 - equipment and maintenance requirements;
 - arranging and/or advising on tenders and contracts for stock, equipment and maintenance;
 - overseeing/reviewing work standards, methods and operating procedures and improving or changing them as required;
 - supervising, rostering, interviewing/ selecting and training staff;
 - quality control and maintenance of occupational health and safety requirements;
- liaison with senior managers, professional and allied professional staff;
- take charge of the repair and maintenance of buildings and residences together with associated services and equipment where there are special problems;
- inspect and report on compliance with specifications and/or standards;
- assess repair and maintenance requirements;
- prepare valuations and estimates of costs;

- manage major training activities for staff in trades and related groups, including the developing training programs and supervising staff giving training;
- prepare, estimate costs and implement preventive maintenance programs;
- undertake and/or deliver training as required.

D.6.7 Knowledge and skills

(a) Knowledge

(i) Work at this level requires:

- general knowledge of KWHB's operations, combined with a specialist knowledge of the major activities within the work area; and
- a specialised knowledge of computer or keyboard applications may be appropriate to some positions.

(ii) In program, activity or service delivery areas:

- staff should have the knowledge to interpret and apply policies and procedures or other guideline material to specific situations;
- staff should be able to provide information about KWHB's operations, particularly about programs, activities or service delivery to clients.

(b) Skills

(i) The work at this level may require the ability to investigate, interpret or evaluate information.

(ii) Sound liaison and communication skills, and the capacity to negotiate may be required, particularly in positions involving liaison or communication with clients or other Organisations or Government Departments.

(iii) Managerial ability may be required, including the ability to:

- supervise staff;
- set priorities;
- monitor work flow; and
- develop strategies or work practices.

(iv) Positions with supervisory responsibilities include responsibility for the development of appropriate training programs related to group development in the functional area.

(v) Positions at this level would be expected to be involved in applying:

- equal employment opportunity principles;
- industrial relations principles and have an awareness of occupational health and safety guidelines and principles.

(vi) Staff assessment and counselling may involve giving advice on personal and career development relating to work.

D.6.8 Aboriginal knowledge and cultural skills

The following characteristics are highly desirable for staff at this level:

- (a) An understanding, awareness of and/or sensitivity to Aboriginal culture and law, e.g. ability to speak, understand or knowledge of one or more relevant Australian Aboriginal languages; kinship and skin relationships; avoidance relationships; family structures and sorry business; local cultural values; and the ability to conduct oneself in a culturally appropriate manner.
- (b) Ability to deliver or assist in the delivery of effective and appropriate services to an Aboriginal clientele e.g. knowledge of the relevant Australian Aboriginal community, the ability to communicate with Aboriginal people; to be credible and acceptable to clients and co-workers; a knowledge of who to approach and how; the ability to identify and work with key people; an ability to gain trust and confidence of clients and co-workers; a knowledge of cultural conventions and appropriate behaviour.
- (c) A thorough knowledge of the history and role of Aboriginal organisations in the region, including a clear understanding of KWHB's background to establishing its goals; knowledge of the political and economic environment in which KWHB operates.
- (d) The ability to function effectively at work in an Aboriginal organisation.
- (e) Understanding and/or awareness of the concepts of Aboriginal self-determination and Aboriginalisation.

D.6.9 Qualifications

- (a) A relevant degree with relevant experience; or
- (b) an Associate Diploma with substantial experience; or
- (c) qualifications in more than one discipline; or
- (d) less formal qualifications with specialised skills sufficient to perform at this level; or
- (e) qualifications attained through previous appointments, service and/or study or an equivalent level of expertise and experience to undertake the range of activities required; or
- (f) satisfactory completion of training/demonstrated competence in accordance with requirements for the level.

D.6.10 Training

- (a) All workers are expected to undertake training to enhance the development of their career path and the achievement of KWHB's goals.
- (b) All staff are expected to undertake relevant training to enable them to advance to the next level.
- (c) All workers at this level will receive training to enable them to advance to the next level.

- (d) Workers at this level who are required to give training to workers at lower levels must undertake appropriate courses to enable them to deliver effective training.
- (e) Advancement to a higher level will be subject to:
 - satisfactory completion of training/competency assessment;
 - the normal merit-based promotion processes; and
 - a vacant job being available.

D.7 Level 7

D.7.1 General description

- (a) Positions at this level may undertake a wide range of functions. They may manage the operations of an organisational element, or manage a program or activity.
- (b) Administrative/Specialist staff usually work under limited direction.
- (c) General staff usually work with a high degree of independence under Administrative direction.
- (d) Supervision given by staff at this level may involve using technical or professional skills or judgement. Some positions at this level may supervise technical or professional staff at lower levels for administrative purposes only.
- (e) Some positions at this level may supervise technical or professional staff at lower levels for administrative purposes only.

D.7.2 Role and function

(a) Administrative/specialist staff

- (i) Manage the operations of a discrete organisational element, program or activity; or
- (ii) supervise the operations of an organisational element which is a part of a larger area; or
- (iii) under limited direction, provide administrative support to a particular program, activity or administrative function; or
- (iv) give subject matter expertise; or
- (v) give policy advice, including technical or professional advice, across a range of programs or activities in KWHB;
- (vi) oversight and monitor training; or give training to a specialised trainee;

(b) General staff

- (i) Under administrative direction, control a large multi-disciplined group of trades staff or staff with an equal level of skill and knowledge, including supervisors at lower levels, doing specialised work.

- (ii) Control several small multi-disciplined groups of trades staff, or staff with an equal level of skill and knowledge, including supervisors at lower levels, doing specialised work.
- (iii) Under administrative direction, carry out inspections and oversee installation of building engineering system.
- (iv) Coordinate and/or conduct training courses across a range of subject areas.

D.7.3 Direction given at this level

(a) Administrative/specialist staff

- (i) Staff at this level usually work under limited direction as to work priorities and the detailed conduct of the task.
- (ii) Direction given, depending on the functional role for the position, includes the provision of advice, guidance and/or direction in relation to a project, detailed processing of work, or other work practices.

(b) General staff

- (i) May work with a high degree of independence under administrative direction.
- (ii) Workers at this level are expected to use a high degree of initiative, independent judgement and leadership in the management of a complex operational program or business unit.

D.7.4 Accountability/extent of authority

(a) Administrative/specialist staff

- (i) Independent action may be taken within limits set by senior management.
- (ii) Any decision taken or delegation used follows KWHB's rules or procedures.
- (iii) Work guidelines, procedures or resource allocation may be decided by senior management.
- (iv) Decisions may affect KWHB's operations and resources, but would usually be limited to the specific work area involved.
- (v) Staff at this level may represent KWHB at meetings, conferences and seminars.
- (vi) Tasks may require specialist expertise or technical knowledge, and may involve some coordination within or across KWHB's functions.

(b) General staff

- (i) Staff at this level show a high degree of initiative, independent judgement and leadership in managing a complex operational program or business unit.

- (ii) Operating guidelines, procedures or resource allocation may be decided by senior management.
- (iii) Decisions may affect KWHB's operations and resources, but would usually be limited to the specific work area involved.
- (iv) Staff at this level may represent KWHB at meetings, conferences and seminars.
- (v) Controls a large multi-disciplined group or several small multi-disciplined groups of trades staff, or staff with an equivalent level of skills and knowledge, doing specialised work.
- (vi) Usually supervises supervisory staff at lower levels.

D.7.5 Main responsibilities

(a) Administrative/specialist staff

- (i) Supervisory responsibilities would depend on the role of the position in KWHB.
- (ii) Staff at this level would be expected to:
 - set and achieve priorities;
 - monitor work flow; and/or
 - manage staff resources;
 - to achieve objectives.
- (iii) Positions at this level may:
 - prepare papers;
 - research and present information with recommendations for decision by senior officers;
 - draft responses to complex correspondence.
- (iv) May do work of a technical nature.
- (v) May liaise and coordinate within and across KWHB's functions, including:
 - representing KWHB at meetings, conferences and seminars;
 - oversee and coordinate the work of other staff assisting with these tasks.
- (vi) Liaison and communication with clients may be required.
- (vii) Workers with supervisory responsibilities are required to coordinate, conduct or monitor the training of the staff they supervise in the skills they need to advance to the next level in the classification structure.

(b) General staff

- (i) Under administrative direction, supervise construction and/or repairs and maintenance work done by contract employees;

- (ii) Under administrative direction carry out inspections, and oversees installation of building engineering systems;
- (iii) Staff at this level would be expected to:
 - set and achieve priorities;
 - monitor work flow; and/or
 - manage staffing resources;
 - to meet objectives.
- (iv) Liaison and communication with clients may be required;
- (v) Workers with supervisory responsibilities are required to coordinate, conduct or monitor the training of the staff they supervise in the skills they need to advance to the next level in the classification structure.

D.7.6 Task descriptions

Tasks given below are only indicative of the types of tasks done at this level. Individual task examples should not be used for distinguishing between classification levels.

(a) Administrative/specialist staff

- (i) Review and make recommendations on publication content, format and layout;
- (ii) investigations and research, or take charge of development and review of policies and procedures throughout KWHB;
- (iii) provide counselling, referral and follow-up for staff;
- (iv) identify, advise and report on needs for counselling services;
- (v) monitor and analyse regular management information, such as staffing and financial resource usage; ensure that associated information systems are maintained and that regular reports are provided to management;
- (vi) prepare accounts;
- (vii) lead a small team designing, developing and maintaining systems using generalised software packages;
- (viii) make decisions which have limited financial or precedent setting significance within authority given by senior management;
- (ix) oversight training and staff development programs;
- (x) give training to specialist trainee/s.

(b) General staff

- (i) Plan work programs and set priorities;
- (ii) prepare estimates and control expenditure;

- (iii) oversight of performance against standards, including quality control and occupational health and safety standards;
- (iv) review methods and procedures;
- (v) implement quality control;
- (vi) organise labour, materials and equipment;
- (vii) oversight training and staff development programs;
- (viii) deliver training to specialist trainee/s;
- (ix) supervise construction and/or repairs and maintenance work done by contract employees;
- (x) check and report on compliance with specifications and/or standards and arranging progress payments; and
- (xi) decide repair and maintenance requirements; prepare valuations and estimates of costs; and deal with quotations and tenders;
- (xii) prepare, cost and implement preventive maintenance programs.

D.7.7 Knowledge and skills

(a) Knowledge

- (i) Work at this level requires:
 - Knowledge of KWHB's operations; and
 - knowledge of legislation, regulations and other guidelines relating to the operations and functions of the work areas; and
 - knowledge of computer or keyboard applications appropriate to the work area.
- (ii) Supervisors at this level require:
 - Knowledge of equal employment opportunity principles and procedures; and
 - Knowledge of industrial relations; and
 - Knowledge of occupational health and safety guidelines.
- (iii) Staff at this level with training responsibilities require knowledge of the training resources available.

(b) Skills

- (i) The ability to investigate, interpret or evaluate information, or undertake research may be required.
- (ii) Significant managerial ability is often a requirement of positions at this level. Including the ability to:
 - supervise staff;
 - set priorities;
 - monitor work flow;

- develop strategies, procedures and work practices; and
- allocate resources.

(iii) Supervisors at this level should have:

- demonstrated personnel management skills; and
- the ability to apply equal employment opportunity principles and procedures; and
- industrial relations management skills; and
- the ability to implement occupational health and safety guidelines.

(iv) Staff at this level may have responsibility for:

- identifying training needs; and
- development of appropriate training programs for the work unit;
- a knowledge of the training resources available would therefore be required.

(c) Interpersonal skills

Some positions require well developed liaison and communication skills and the ability to negotiate with clients or other interested parties, within limits decided by senior management.

D.7.8 Aboriginal knowledge and cultural skills

The following characteristics are highly desirable for staff at this level:

- (a)** An understanding, awareness of and/or sensitivity to Aboriginal culture and law, e.g. ability to speak, understand or knowledge of one or more relevant Australian Aboriginal languages; kinship and skin relationships; avoidance relationships; family structures and sorry business; local cultural values; and the ability to conduct oneself in a culturally appropriate manner.
- (b)** Ability to deliver or assist in the delivery of effective and appropriate services to an Aboriginal clientele e.g. knowledge of the relevant Australian Aboriginal community, the ability to communicate with Aboriginal people; to be credible and acceptable to clients and co-workers; a knowledge of who to approach and how; the ability to establish a network of key or significant local Aboriginal people; an ability to gain trust and confidence of clients and co-workers; a knowledge of cultural conventions and appropriate behaviour.
- (c)** A thorough knowledge of the history and role of Aboriginal organisations in the region, including a clear understanding of KWHB's background to establishing its goals; knowledge of the political and economic environment in which KWHB operates at local, national and international level.
- (d)** The ability to function effectively at work in an Aboriginal organisation.
- (e)** Understanding and/or awareness of the concepts of Aboriginal self-determination and Aboriginalisation.

D.7.9 Qualifications

- (a) Qualifications are generally beyond those acquired through tertiary education alone.
- (b) Qualifications are typically acquired through completion of higher education qualifications to degree level plus extensive experience; or
- (c) Lesser formal qualifications together with considerable skills and extensive relevant experience to an equivalent standard; or
- (d) A combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (e) Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

D.7.10 Training

- (a) Workers with training responsibilities will be required to undertake relevant courses to enable them to deliver training effectively.
- (b) All staff are expected to undertake relevant training to enable them to advance to the next level.
- (c) All workers are expected to undertake training to enhance the development of their career path and the achievement of KWHB's goals.
- (d) Workers at this level who are required to oversee training of workers at lower levels must ensure that the staff giving the training undertake relevant courses to enable them to deliver appropriate and effective training.
- (e) All workers at this level will receive training to enable them to advance to the next level.
- (f) Advancement to a higher level will be subject to:
 - satisfactory completion of training/competency assessment;
 - the normal merit-based promotion processes; and
 - vacant job being available.

D.8 Level 8

D.8.1 General description

- (a) Staff at this level work under limited direction, and may do technical, professional/specialist or administrative work. Positions would usually have a management function and may supervise technical, professional/specialist or administrative staff.
- (b) Work at this level could be done by suitable staff whose background may be professional, technical or administrative.

D.8.2 Role and function

- (a) Administrative positions at this level:
 - (i) Usually manage the operations of an organisation element; or
 - (ii) undertake a management function; or
 - (iii) provide administrative, technical, or professional support to a particular program, activity or service; to achieve a result in a line with the corporate goals of KWHB.
- (b) Supervisors, or the staff they supervise, may be, or may include, technical, professional/specialist or administrative staff.

D.8.3 Direction given at this level

Staff at this level receive limited direction as to work priorities and the detailed conduct of the tasks. Depending on the functional role of the position in KWHB, the direction given may be by way of providing general guidance and advice or business plans.

D.8.4 Accountability/extent of authority

- (a) Staff at this level may take independent action.
- (b) Positions at this level would have responsibility for results achieved by using and allocating resources within limits set by senior management.
- (c) Decisions taken or delegations exercised at this level may have major impact on the day-to-day operations of the work area.
- (d) The impact of such decisions on KWHB's operations is likely to be limited to the work area or section.
- (e) Depending on the role and function of the positions, staff at this level may have the authority to make or review decisions affecting the section or work area, or undertake a new course of action.

D.8.5 Main responsibilities

- (a) Depending on the role and function of the position, the tasks may be complex or specific. The work may encompass a major area of KWHB's operations.
- (b) The work includes, or may include:
 - (i) providing advice which could include policy, administrative, technical or professional advice;
 - (ii) tasks related to the management or administration of a program or activity;
 - (iii) service delivery or corporate support functions, including marketing, project work, policy development;
 - (iv) preparation or coordination of research, policy submissions;

- (v) advising on technical, professional or program issues, or administrative matters;
- (vi) liaison and negotiation with other elements of KWHB, government agencies, State and Local authorities or business or community organisations is usually a feature;
- (vii) preparation, or overseeing the preparation of tenders and contracts; and
- (viii) representing the agency at meetings, conferences or seminars;
- (c) Supervisory responsibilities may be an important function of positions at this level, but this can vary widely depending on factors such as functional role, work area, location, priorities, work load, operational deadlines and the availability of staff resources to assist.
- (d) Staff at this level may develop guidelines, rules, instructions or procedures for use by other staff.

D.8.6 Task descriptions

Tasks given below are only indicative of the types of tasks done at this level. Individual task examples should not be used for distinguishing between classification levels.

- individually or as team leader, undertake major reviews or consultancy assignments, for example on staff allocation and organisation design;
- undertake complex research and project work on the functions of KWHB;
- analyse KWHB's activities and workload and recommend staffing levels according to KWHB's objectives and priorities;
- coordinate new policy proposals, savings reviews and other financial investigations, prepare submissions for senior management;
- research, advise and prepare briefs on complex industrial and staff related matters in KWHB;
- advise on KWHB's training needs and develop policies and strategies for the implementation of development programs;
- prepare proposals and advice for other senior executives;
- develop business plans and marketing strategies;
- direct or control the administration of a group of programs or activities;
- undertake or direct analysis and research in a work area, including detailed financial analyses, and prepare associated reports and submissions.

D.8.7 Knowledge and skills

(a) Knowledge

- (i) Work at this level requires a knowledge and awareness of KWHB operations, initiatives or policies, and an understanding of computer or keyboard applications appropriate to the functions of the position.
- (ii) A knowledge of financial program management techniques related to the activity or corporate goal of the work area is usually required for positions at this level.

- (iii) An awareness of training principles and a knowledge of the training resources available are required at this level.

(b) Skills

- (i) Management skills and the ability to:
 - undertake the allocation and monitoring of resources; and
 - to contribute to the development and implementation of policy initiatives or corporate strategies;are usually required for positions at this level.
- (ii) positions at this level require a sound understanding of commercial accounting principles, marketing techniques and a service delivery orientation;
- (iii) supervisors at this level must recognise the importance of sound human resource management and have demonstrated personnel management skills and ability to apply equal employment opportunity principles, occupational health and safety procedures and industrial democracy guidelines;
- (iv) ability to identify training programs appropriate to the work area is usually required at this level;
- (v) well developed liaison and communication skills and the ability to negotiate or communicate, under limited direction, on behalf of KWHB with clients or other relevant organisations may be needed;
- (vi) the ability to apply or interpret corporate objectives, instructions or other guideline material relating to the operations, policies or functions of the work area may be required;
- (vii) the capacity for high level research, reviews or investigations including the preparing reports and associated papers may be required.

D.8.8 Aboriginal knowledge and cultural skills

The following characteristics are highly desirable for staff at this level:

- (a) An understanding, awareness of and/or sensitivity to Aboriginal culture and law, e.g. ability to speak, understand or knowledge of one or more relevant Australian Aboriginal languages; kinship and skin relationships; avoidance relationships; family structures and sorry business; local cultural values; and the ability to conduct oneself in a culturally appropriate manner.
- (b) Ability to deliver or assist in the delivery of effective and appropriate services to an Aboriginal clientele e.g. knowledge of the relevant Australian Aboriginal community, the ability to communicate with Aboriginal people; to be credible and acceptable to clients and co-workers; a knowledge of who to approach and how; the ability to establish a network of key or significant local Aboriginal people; an ability to gain trust and confidence of clients and co-workers; a knowledge of cultural conventions and appropriate behaviour.

- (c) A thorough knowledge of the history and role of Aboriginal organisations in the region, including a clear understanding of KWHB's background to establishing its goals; knowledge of the political and economic environment in which KWHB operates at a local, national and international level.
- (d) The ability to function effectively at work in an Aboriginal organisation.
- (e) Understanding and/or awareness of the concepts of Aboriginal self-determination and Aboriginalisation.

D.8.9 Qualifications

Qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise. These could be acquired through:

- further formal qualifications in the field of specialist expertise or in management; or
- lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience at an equivalent standard; or
- a combination of experience, expertise and competence sufficient to perform the duties of the position.

D.8.10 Training

- (a) All workers are expected to undertake training to enhance the development of their career path and the achievement of KWHB's goals.
- (b) Workers at this level who are required to give training to workers at lower levels must undertake appropriate courses to enable them to deliver effective training.
- (c) Advancement to a higher level will be subject to:
 - satisfactory completion of training/competency assessment;
 - the normal merit-based promotion processes; and
 - a vacant job being available.

Schedule E - Administrative & General Classification - Rates of Pay

E.1 Administrative and General employee rates of pay will be in accordance with the following schedule from the first pay period commencing on or after 1 October 2017:

Full-time, Part-time (continuing and non-continuing) employees:

First pay period commencing on or after: 1 October 2017	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Administrative and General - Level 1						
Year 1	\$47,530	\$24.3076	\$36.4614	\$48.6152	\$48.6152	\$24.3076
Year 2	\$48,231	\$24.6661	\$36.9991	\$49.3322	\$49.3322	\$24.6661
Year 3	\$48,929	\$25.0231	\$37.5346	\$50.0461	\$50.0461	\$25.0231
Year 4	\$49,632	\$25.3826	\$38.0739	\$50.7652	\$50.7652	\$25.3826
Year 5	\$50,541	\$25.8475	\$38.7712	\$51.6949	\$51.6949	\$25.8475
Year 6	\$51,589	\$26.3834	\$39.5751	\$52.7668	\$52.7668	\$26.3834
Administrative and General - Level 2						
Year 1	\$52,243	\$26.7179	\$40.0768	\$53.4358	\$53.4358	\$26.7179
Year 2	\$53,588	\$27.4057	\$41.1086	\$54.8115	\$54.8115	\$27.4057
Year 3	\$54,664	\$27.9560	\$41.9340	\$55.9120	\$55.9120	\$27.9560
Year 4	\$55,756	\$28.5145	\$42.7717	\$57.0290	\$57.0290	\$28.5145
Year 5	\$56,878	\$29.0883	\$43.6324	\$58.1766	\$58.1766	\$29.0883
Administrative and General - Level 3						
Year 1	\$58,290	\$29.8104	\$44.7156	\$59.6208	\$59.6208	\$29.8104
Year 2	\$59,420	\$30.3883	\$45.5825	\$60.7766	\$60.7766	\$30.3883
Year 3	\$60,568	\$30.9754	\$46.4631	\$61.9508	\$61.9508	\$30.9754
Year 4	\$62,908	\$32.1721	\$48.2582	\$64.3443	\$64.3443	\$32.1721
Administrative and General - Level 4						
Year 1	\$66,015	\$33.7611	\$50.6416	\$67.5222	\$67.5222	\$33.7611
Year 2	\$67,238	\$34.3866	\$51.5798	\$68.7731	\$68.7731	\$34.3866
Year 3	\$69,339	\$35.4610	\$53.1916	\$70.9221	\$70.9221	\$35.4610
Year 4	\$71,443	\$36.5371	\$54.8056	\$73.0741	\$73.0741	\$36.5371
Year 5	\$73,544	\$37.6115	\$56.4173	\$75.2231	\$75.2231	\$37.6115
Year 6	\$75,753	\$38.7413	\$58.1119	\$77.4825	\$77.4825	\$38.7413

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First pay period commencing on or after: 1 October 2017	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Administrative and General - Level 5						
Year 1	\$78,279	\$40.0331	\$60.0496	\$80.0662	\$80.0662	\$40.0331
Year 2	\$80,315	\$41.0743	\$61.6115	\$82.1487	\$82.1487	\$41.0743
Year 3	\$82,354	\$42.1171	\$63.1757	\$84.2342	\$84.2342	\$42.1171
Administrative and General - Level 6						
Year 1	\$86,006	\$43.9848	\$65.9772	\$87.9696	\$87.9696	\$43.9848
Year 2	\$89,386	\$45.7134	\$68.5701	\$91.4268	\$91.4268	\$45.7134
Year 3	\$92,766	\$47.4420	\$71.1630	\$94.8839	\$94.8839	\$47.4420
Year 4	\$96,145	\$49.1700	\$73.7551	\$98.3401	\$98.3401	\$49.1700
Administrative and General - Level 7						
Year 1	\$99,798	\$51.0382	\$76.5574	\$102.0765	\$102.0765	\$51.0382
Year 2	\$103,366	\$52.8630	\$79.2945	\$105.7260	\$105.7260	\$52.8630
Administrative and General - Level 8						
Year 1	\$107,329	\$54.8897	\$82.3346*	\$109.7794*	\$109.7794*	\$54.8897
Year 2	\$111,576	\$57.0617	\$85.5925*	\$114.1234*	\$114.1234*	\$57.0617

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Casual employees:

Administrative and General - Level 1						
Year 1		\$30.3845	\$42.5383	\$54.6921	\$54.6921	N/A
Year 2		\$30.8326	\$43.1656	\$55.4987	\$55.4987	N/A
Year 3		\$31.2788	\$43.7903	\$56.3019	\$56.3019	N/A
Year 4		\$31.7282	\$44.4195	\$57.1108	\$57.1108	N/A
Year 5		\$32.3093	\$45.2330	\$58.1568	\$58.1568	N/A
Year 6		\$32.9793	\$46.1710	\$59.3627	\$59.3627	N/A
Administrative and General - Level 2						
Year 1		\$33.3974	\$46.7563	\$60.1152	\$60.1152	N/A
Year 2		\$34.2572	\$47.9600	\$61.6629	\$61.6629	N/A
Year 3		\$34.9450	\$48.9230	\$62.9010	\$62.9010	N/A
Year 4		\$35.6431	\$49.9003	\$64.1576	\$64.1576	N/A
Year 5		\$36.3604	\$50.9045	\$65.4487	\$65.4487	N/A

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First pay period commencing on or after: 1 October 2017	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Casual employees:						
Administrative and General - Level 3						
Year 1		\$37.2630	\$52.1682	\$67.0734	\$67.0734	N/A
Year 2		\$37.9854	\$53.1795	\$68.3737	\$68.3737	N/A
Year 3		\$38.7193	\$54.2070	\$69.6947	\$69.6947	N/A
Year 4		\$40.2152	\$56.3012	\$72.3873	\$72.3873	N/A
Administrative and General - Level 4						
Year 1		\$42.2014	\$59.0819	\$75.9625	\$75.9625	N/A
Year 2		\$42.9832	\$60.1765	\$77.3698	\$77.3698	N/A
Year 3		\$44.3263	\$62.0568	\$79.7873	\$79.7873	N/A
Year 4		\$45.6713	\$63.9399	\$82.2084	\$82.2084	N/A
Year 5		\$47.0144	\$65.8202	\$84.6260	\$84.6260	N/A
Year 6		\$48.4266	\$67.7972	\$87.1678	\$87.1678	N/A
Administrative and General - Level 5						
Year 1		\$50.0414	\$70.0579	\$90.0745	\$90.0745	N/A
Year 2		\$51.3429	\$71.8801	\$92.4173	\$92.4173	N/A
Year 3		\$52.6464	\$73.7049	\$94.7635	\$94.7635	N/A
Administrative and General - Level 6						
Year 1		\$54.9810	\$76.9734	\$98.9658	\$98.9658	N/A
Year 2		\$57.1417	\$79.9984	\$102.8551	\$102.8551	N/A
Year 3		\$59.3025	\$83.0235	\$106.7444	\$106.7444	N/A
Year 4		\$61.4626	\$86.0476	\$110.6326	\$110.6326	N/A
Administrative and General - Level 7						
Year 1		\$63.7978	\$89.3169	\$114.8361	\$114.8361	N/A
Year 2		\$66.0787	\$92.5102	\$118.9417	\$118.9417	N/A
Administrative and General - Level 8						
Year 1		\$68.6121	\$96.0570*	\$123.5019*	\$123.5019*	N/A
Year 2		\$71.3271	\$99.8580*	\$128.3888*	\$128.3888*	N/A

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

E.2 Administrative and General employee rates of pay will be in accordance with the following schedule from the first pay period commencing on or after 1 October 2018:

Full-time, Part-time (continuing and non-continuing) employees:

First pay period commencing on or after: 1 October 2018	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Administrative and General - Level 1						
Year 1	\$48,718	\$24.9151	\$37.3727	\$49.8303	\$49.8303	\$24.9151
Year 2	\$49,437	\$25.2828	\$37.9243	\$50.5657	\$50.5657	\$25.2828
Year 3	\$50,152	\$25.6485	\$38.4728	\$51.2970	\$51.2970	\$25.6485
Year 4	\$50,873	\$26.0172	\$39.0259	\$52.0345	\$52.0345	\$26.0172
Year 5	\$51,805	\$26.4939	\$39.7408	\$52.9878	\$52.9878	\$26.4939
Year 6	\$52,879	\$27.0431	\$40.5647	\$54.0863	\$54.0863	\$27.0431
Administrative and General - Level 2						
Year 1	\$53,549	\$27.3858	\$41.0787	\$54.7716	\$54.7716	\$27.3858
Year 2	\$54,928	\$28.0910	\$42.1365	\$56.1821	\$56.1821	\$28.0910
Year 3	\$56,031	\$28.6551	\$42.9827	\$57.3102	\$57.3102	\$28.6551
Year 4	\$57,150	\$29.2274	\$43.8411	\$58.4548	\$58.4548	\$29.2274
Year 5	\$58,300	\$29.8155	\$44.7233	\$59.6311	\$59.6311	\$29.8155
Administrative and General - Level 3						
Year 1	\$59,747	\$30.5555	\$45.8333	\$61.1111	\$61.1111	\$30.5555
Year 2	\$60,906	\$31.1483	\$46.7224	\$62.2965	\$62.2965	\$31.1483
Year 3	\$62,082	\$31.7497	\$47.6245	\$63.4994	\$63.4994	\$31.7497
Year 4	\$64,481	\$32.9766	\$49.4649	\$65.9532	\$65.9532	\$32.9766
Administrative and General - Level 4						
Year 1	\$67,665	\$34.6049	\$51.9074	\$69.2099	\$69.2099	\$34.6049
Year 2	\$68,919	\$35.2462	\$52.8694	\$70.4925	\$70.4925	\$35.2462
Year 3	\$71,072	\$36.3473	\$54.5210	\$72.6946	\$72.6946	\$36.3473
Year 4	\$73,229	\$37.4504	\$56.1757	\$74.9009	\$74.9009	\$37.4504
Year 5	\$75,383	\$38.5520	\$57.8281	\$77.1041	\$77.1041	\$38.5520
Year 6	\$77,647	\$39.7099	\$59.5648	\$79.4198	\$79.4198	\$39.7099

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First pay period commencing on or after: 1 October 2018	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Administrative and General - Level 5						
Year 1	\$80,236	\$41.0339	\$61.5509	\$82.0679	\$82.0679	\$41.0339
Year 2	\$82,323	\$42.1013	\$63.1519	\$84.2025	\$84.2025	\$42.1013
Year 3	\$84,413	\$43.1701	\$64.7552	\$86.3402	\$86.3402	\$43.1701
Administrative and General - Level 6						
Year 1	\$88,156	\$45.0843	\$67.6265	\$90.1687	\$90.1687	\$45.0843
Year 2	\$91,621	\$46.8564	\$70.2846	\$93.7128	\$93.7128	\$46.8564
Year 3	\$95,085	\$48.6279	\$72.9419	\$97.2559	\$97.2559	\$48.6279
Year 4	\$98,549	\$50.3995	\$75.5992	\$100.7990	\$100.7990	\$50.3995
Administrative and General - Level 7						
Year 1	\$102,293	\$52.3142	\$78.4713	\$104.6285	\$104.6285	\$52.3142
Year 2	\$105,950	\$54.1845	\$81.2767	\$108.3689	\$108.3689	\$54.1845
Administrative and General - Level 8						
Year 1	\$110,012	\$56.2618	\$84.3928*	\$112.5237*	\$112.5237*	\$56.2618
Year 2	\$114,365	\$58.4880	\$87.7321*	\$116.9761*	\$116.9761*	\$58.4880

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Casual employees:

Administrative and General - Level 1						
Year 1		\$31.1439	\$43.6015	\$56.0591	\$56.0591	N/A
Year 2		\$31.6036	\$44.2450	\$56.8864	\$56.8864	N/A
Year 3		\$32.0606	\$44.8849	\$57.7092	\$57.7092	N/A
Year 4		\$32.5216	\$45.5302	\$58.5388	\$58.5388	N/A
Year 5		\$33.1174	\$46.3643	\$59.6112	\$59.6112	N/A
Year 6		\$33.8039	\$47.3255	\$60.8471	\$60.8471	N/A
Administrative and General - Level 2						
Year 1		\$34.2322	\$47.9251	\$61.6180	\$61.6180	N/A
Year 2		\$35.1138	\$49.1593	\$63.2048	\$63.2048	N/A
Year 3		\$35.8189	\$50.1465	\$64.4740	\$64.4740	N/A
Year 4		\$36.5342	\$51.1479	\$65.7616	\$65.7616	N/A
Year 5		\$37.2694	\$52.1772	\$67.0849	\$67.0849	N/A

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First pay period commencing on or after: 1 October 2018	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Casual employees:						
Administrative and General - Level 3						
Year 1		\$38.1944	\$53.4722	\$68.7500	\$68.7500	N/A
Year 2		\$38.9353	\$54.5095	\$70.0836	\$70.0836	N/A
Year 3		\$39.6871	\$55.5620	\$71.4368	\$71.4368	N/A
Year 4		\$41.2207	\$57.7090	\$74.1973	\$74.1973	N/A
Administrative and General - Level 4						
Year 1		\$43.2562	\$60.5586	\$77.8611	\$77.8611	N/A
Year 2		\$44.0578	\$61.6809	\$79.3041	\$79.3041	N/A
Year 3		\$45.4342	\$63.6078	\$81.7815	\$81.7815	N/A
Year 4		\$46.8131	\$65.5383	\$84.2635	\$84.2635	N/A
Year 5		\$48.1900	\$67.4661	\$86.7421	\$86.7421	N/A
Year 6		\$49.6374	\$69.4923	\$89.3472	\$89.3472	N/A
Administrative and General - Level 5						
Year 1		\$51.2924	\$71.8094	\$92.3264	\$92.3264	N/A
Year 2		\$52.6266	\$73.6772	\$94.7278	\$94.7278	N/A
Year 3		\$53.9626	\$75.5477	\$97.1328	\$97.1328	N/A
Administrative and General - Level 6						
Year 1		\$56.3554	\$78.8976	\$101.4398	\$101.4398	N/A
Year 2		\$58.5705	\$81.9987	\$105.4269	\$105.4269	N/A
Year 3		\$60.7849	\$85.0989	\$109.4129	\$109.4129	N/A
Year 4		\$62.9994	\$88.1991	\$113.3988	\$113.3988	N/A
Administrative and General - Level 7						
Year 1		\$65.3928	\$91.5499	\$117.7070	\$117.7070	N/A
Year 2		\$67.7306	\$94.8228	\$121.9151	\$121.9151	N/A
Administrative and General - Level 8						
Year 1		\$70.3273	\$98.4582*	\$126.5892*	\$126.5892*	N/A
Year 2		\$73.1100	\$102.3541*	\$131.5981*	\$131.5981*	N/A

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

E.3 Administrative and General employee rates of pay will be in accordance with the following schedule from the first pay period commencing on or after 1 October 2019:

Full-time, Part-time (continuing and non-continuing) employees:

First pay period commencing on or after: 1 October 2019	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Administrative and General - Level 1						
Year 1	\$49,936	\$25.5380	\$38.3071	\$51.0761	\$51.0761	\$25.5380
Year 2	\$50,673	\$25.9150	\$38.8724	\$51.8299	\$51.8299	\$25.9150
Year 3	\$51,406	\$26.2898	\$39.4347	\$52.5797	\$52.5797	\$26.2898
Year 4	\$52,145	\$26.6678	\$40.0016	\$53.3355	\$53.3355	\$26.6678
Year 5	\$53,100	\$27.1562	\$40.7342	\$54.3123	\$54.3123	\$27.1562
Year 6	\$54,201	\$27.7192	\$41.5788	\$55.4385	\$55.4385	\$27.7192
Administrative and General - Level 2						
Year 1	\$54,888	\$28.0706	\$42.1059	\$56.1412	\$56.1412	\$28.0706
Year 2	\$56,301	\$28.7932	\$43.1898	\$57.5864	\$57.5864	\$28.7932
Year 3	\$57,432	\$29.3716	\$44.0574	\$58.7432	\$58.7432	\$29.3716
Year 4	\$58,579	\$29.9582	\$44.9373	\$59.9164	\$59.9164	\$29.9582
Year 5	\$59,758	\$30.5612	\$45.8418	\$61.1223	\$61.1223	\$30.5612
Administrative and General - Level 3						
Year 1	\$61,241	\$31.3196	\$46.9794	\$62.6392	\$62.6392	\$31.3196
Year 2	\$62,429	\$31.9272	\$47.8907	\$63.8543	\$63.8543	\$31.9272
Year 3	\$63,634	\$32.5434	\$48.8151	\$65.0868	\$65.0868	\$32.5434
Year 4	\$66,093	\$33.8010	\$50.7015	\$67.6020	\$67.6020	\$33.8010
Administrative and General - Level 4						
Year 1	\$69,357	\$35.4702	\$53.2054	\$70.9405	\$70.9405	\$35.4702
Year 2	\$70,642	\$36.1274	\$54.1911	\$72.2548	\$72.2548	\$36.1274
Year 3	\$72,849	\$37.2561	\$55.8842	\$74.5122	\$74.5122	\$37.2561
Year 4	\$75,060	\$38.3868	\$57.5803	\$76.7737	\$76.7737	\$38.3868
Year 5	\$77,268	\$39.5161	\$59.2741	\$79.0321	\$79.0321	\$39.5161
Year 6	\$79,588	\$40.7025	\$61.0538	\$81.4051	\$81.4051	\$40.7025

Jirntangku Miyrtta Enterprise Agreement 2018 - 2021

First pay period commencing on or after: 1 October 2019	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Administrative and General - Level 5						
Year 1	\$82,242	\$42.0598	\$63.0898	\$84.1197	\$84.1197	\$42.0598
Year 2	\$84,381	\$43.1538	\$64.7306	\$86.3075	\$86.3075	\$43.1538
Year 3	\$86,523	\$44.2492	\$66.3738	\$88.4984	\$88.4984	\$44.2492
Administrative and General - Level 6						
Year 1	\$90,360	\$46.2115	\$69.3173	\$92.4230	\$92.4230	\$46.2115
Year 2	\$93,912	\$48.0281	\$72.0421	\$96.0561	\$96.0561	\$48.0281
Year 3	\$97,462	\$49.8436	\$74.7654	\$99.6872	\$99.6872	\$49.8436
Year 4	\$101,013	\$51.6596	\$77.4894	\$103.3192	\$103.3192	\$51.6596
Administrative and General - Level 7						
Year 1	\$104,850	\$53.6219	\$80.4329	\$107.2438	\$107.2438	\$53.6219
Year 2	\$108,599	\$55.5392	\$83.3088	\$111.0784	\$111.0784	\$55.5392
Administrative and General - Level 8						
Year 1	\$112,762	\$57.6682	\$86.5024*	\$115.3365*	\$115.3365*	\$57.6682
Year 2	\$117,224	\$59.9502	\$89.9253*	\$119.9003*	\$119.9003*	\$59.9502

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Casual employees:

Administrative and General - Level 1						
Year 1		\$31.9226	\$44.6916	\$57.4606	\$57.4606	N/A
Year 2		\$32.3937	\$45.3512	\$58.3087	\$58.3087	N/A
Year 3		\$32.8623	\$46.0072	\$59.1521	\$59.1521	N/A
Year 4		\$33.3347	\$46.6686	\$60.0025	\$60.0025	N/A
Year 5		\$33.9452	\$47.5233	\$61.1014	\$61.1014	N/A
Year 6		\$34.6490	\$48.5087	\$62.3683	\$62.3683	N/A
Administrative and General - Level 2						
Year 1		\$35.0882	\$49.1235	\$63.1588	\$63.1588	N/A
Year 2		\$35.9915	\$50.3881	\$64.7847	\$64.7847	N/A
Year 3		\$36.7145	\$51.4003	\$66.0861	\$66.0861	N/A
Year 4		\$37.4478	\$52.4269	\$67.4060	\$67.4060	N/A
Year 5		\$38.2015	\$53.4820	\$68.7626	\$68.7626	N/A

Jirntangku Miyrtta Enterprise Agreement 2018 - 2021

First pay period commencing on or after: 1 October 2019	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Casual employees:						
Administrative and General - Level 3						
Year 1		\$39.1495	\$54.8093	\$70.4691	\$70.4691	N/A
Year 2		\$39.9089	\$55.8725	\$71.8361	\$71.8361	N/A
Year 3		\$40.6793	\$56.9510	\$73.2227	\$73.2227	N/A
Year 4		\$42.2512	\$59.1517	\$76.0522	\$76.0522	N/A
Administrative and General - Level 4						
Year 1		\$44.3378	\$62.0729	\$79.8081	\$79.8081	N/A
Year 2		\$45.1593	\$63.2230	\$81.2867	\$81.2867	N/A
Year 3		\$46.5701	\$65.1982	\$83.8262	\$83.8262	N/A
Year 4		\$47.9836	\$67.1770	\$86.3704	\$86.3704	N/A
Year 5		\$49.3951	\$69.1531	\$88.9111	\$88.9111	N/A
Year 6		\$50.8782	\$71.2294	\$91.5807	\$91.5807	N/A
Administrative and General - Level 5						
Year 1		\$52.5748	\$73.6047	\$94.6346	\$94.6346	N/A
Year 2		\$53.9422	\$75.5191	\$97.0959	\$97.0959	N/A
Year 3		\$55.3115	\$77.4361	\$99.5607	\$99.5607	N/A
Administrative and General - Level 6						
Year 1		\$57.7644	\$80.8701	\$103.9759	\$103.9759	N/A
Year 2		\$60.0351	\$84.0491	\$108.0631	\$108.0631	N/A
Year 3		\$62.3045	\$87.2263	\$112.1481	\$112.1481	N/A
Year 4		\$64.5745	\$90.4043	\$116.2341	\$116.2341	N/A
Administrative and General - Level 7						
Year 1		\$67.0274	\$93.8384	\$120.6493	\$120.6493	N/A
Year 2		\$69.4240	\$97.1936	\$124.9632	\$124.9632	N/A
Administrative and General - Level 8						
Year 1		\$72.0853	\$100.9194*	\$129.7535*	\$129.7535*	N/A
Year 2		\$74.9377	\$104.9128*	\$134.8879*	\$134.8879*	N/A

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

E.4 Administrative and General employee rates of pay will be in accordance with the following schedule from the first pay period commencing on or after 1 October 2020:

Full-time, Part-time (continuing and non-continuing) employees:

First pay period commencing on or after: 1 October 2020	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Administrative and General - Level 1						
Year 1	\$51,184	\$26.1763	\$39.2644	\$52.3526	\$52.3526	\$26.1763
Year 2	\$51,940	\$26.5629	\$39.8444	\$53.1258	\$53.1258	\$26.5629
Year 3	\$52,691	\$26.9470	\$40.4205	\$53.8940	\$53.8940	\$26.9470
Year 4	\$53,449	\$27.3346	\$41.0020	\$54.6693	\$54.6693	\$27.3346
Year 5	\$54,428	\$27.8353	\$41.7530	\$55.6706	\$55.6706	\$27.8353
Year 6	\$55,556	\$28.4122	\$42.6183	\$56.8244	\$56.8244	\$28.4122
Administrative and General - Level 2						
Year 1	\$56,260	\$28.7722	\$43.1584	\$57.5445	\$57.5445	\$43.1584
Year 2	\$57,709	\$29.5133	\$44.2699	\$59.0266	\$59.0266	\$44.2699
Year 3	\$58,868	\$30.1060	\$45.1590	\$60.2120	\$60.2120	\$45.1590
Year 4	\$60,043	\$30.7069	\$46.0604	\$61.4138	\$61.4138	\$46.0604
Year 5	\$61,252	\$31.3252	\$46.9878	\$62.6504	\$62.6504	\$46.9878
Administrative and General - Level 3						
Year 1	\$62,772	\$32.1026	\$48.1539	\$64.2052	\$64.2052	\$32.1026
Year 2	\$63,990	\$32.7255	\$49.0882	\$65.4510	\$65.4510	\$32.7255
Year 3	\$65,225	\$33.3571	\$50.0356	\$66.7142	\$66.7142	\$33.3571
Year 4	\$67,745	\$34.6458	\$51.9688	\$69.2917	\$69.2917	\$34.6458
Administrative and General - Level 4						
Year 1	\$71,091	\$36.3570	\$54.5356	\$72.7141	\$72.7141	\$36.3570
Year 2	\$72,408	\$37.0306	\$55.5459	\$74.0612	\$74.0612	\$37.0306
Year 3	\$74,670	\$38.1874	\$57.2811	\$76.3748	\$76.3748	\$38.1874
Year 4	\$76,937	\$39.3468	\$59.0202	\$78.6936	\$78.6936	\$39.3468
Year 5	\$79,200	\$40.5041	\$60.7562	\$81.0082	\$81.0082	\$40.5041
Year 6	\$81,578	\$41.7203	\$62.5804	\$83.4405	\$83.4405	\$41.7203

Jirntangku Miyrtta Enterprise Agreement 2018 - 2021

First pay period commencing on or after: 1 October 2020	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Administrative and General - Level 5						
Year 1	\$84,298	\$43.1113	\$64.6670	\$86.2226	\$86.2226	\$43.1113
Year 2	\$86,491	\$44.2328	\$66.3493	\$88.4657	\$88.4657	\$44.2328
Year 3	\$88,686	\$45.3554	\$68.0331	\$90.7108	\$90.7108	\$45.3554
Administrative and General - Level 6						
Year 1	\$92,619	\$47.3668	\$71.0502	\$94.7336	\$94.7336	\$47.3668
Year 2	\$96,260	\$49.2289	\$73.8433	\$98.4577	\$98.4577	\$49.2289
Year 3	\$99,899	\$51.0899	\$76.6348	\$102.1798	\$102.1798	\$51.0899
Year 4	\$103,538	\$52.9509	\$79.4264	\$105.9019	\$105.9019	\$52.9509
Administrative and General - Level 7						
Year 1	\$107,471	\$54.9623	\$82.4435	\$109.9247	\$109.9247	\$54.9623
Year 2	\$111,314	\$56.9277	\$85.3916	\$113.8554	\$113.8554	\$56.9277
Administrative and General - Level 8						
Year 1	\$115,581	\$59.1099	\$88.6649*	\$118.2198*	\$118.22*	\$59.1099
Year 2	\$120,155	\$61.4491	\$92.1737*	\$122.8983*	\$122.90*	\$61.4491

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

Casual employees:

Administrative and General - Level 1						
Year 1		\$32.7204	\$45.8085	\$58.8967	\$58.8967	N/A
Year 2		\$33.2037	\$46.4851	\$59.7666	\$59.7666	N/A
Year 3		\$33.6837	\$47.1572	\$60.6307	\$60.6307	N/A
Year 4		\$34.1683	\$47.8356	\$61.5030	\$61.5030	N/A
Year 5		\$34.7942	\$48.7118	\$62.6295	\$62.6295	N/A
Year 6		\$35.5153	\$49.7214	\$63.9275	\$63.9275	N/A
Administrative and General - Level 2						
Year 1		\$35.9653	\$50.3514	\$64.7375	\$64.7375	N/A
Year 2		\$36.8916	\$51.6482	\$66.4049	\$66.4049	N/A
Year 3		\$37.6325	\$52.6855	\$67.7385	\$67.7385	N/A
Year 4		\$38.3837	\$53.7371	\$69.0906	\$69.0906	N/A
Year 5		\$39.1565	\$54.8191	\$70.4818	\$70.4818	N/A

Jirntangku Miyrtta Enterprise Agreement 2018 - 2021

First pay period commencing on or after: 1 October 2020	Annual Salary	Mon - Fri Ordinary Hours	Mon - Fri Saturday 1 st 3 Additional Hrs worked	Mon - Fri & Saturday After 3 Additional Hrs worked	Sunday & Public Holidays Additional Hrs worked	Public Holidays Time off Ordinary Hours
Casual employees:						
Administrative and General - Level 3						
Year 1		\$40.1282	\$56.1795	\$72.2308	\$72.2308	N/A
Year 2		\$40.9068	\$57.2696	\$73.6323	\$73.6323	N/A
Year 3		\$41.6963	\$58.3749	\$75.0534	\$75.0534	N/A
Year 4		\$43.3073	\$60.6302	\$77.9532	\$77.9532	N/A
Administrative and General - Level 4						
Year 1		\$45.4463	\$63.6248	\$81.8033	\$81.8033	N/A
Year 2		\$46.2882	\$64.8035	\$83.3188	\$83.3188	N/A
Year 3		\$47.7342	\$66.8279	\$85.9216	\$85.9216	N/A
Year 4		\$49.1835	\$68.8569	\$88.5302	\$88.5302	N/A
Year 5		\$50.6301	\$70.8822	\$91.1342	\$91.1342	N/A
Year 6		\$52.1503	\$73.0104	\$93.8706	\$93.8706	N/A
Administrative and General - Level 5						
Year 1		\$53.8891	\$75.4448	\$97.0004	\$97.0004	N/A
Year 2		\$55.2911	\$77.4075	\$99.5239	\$99.5239	N/A
Year 3		\$56.6942	\$79.3719	\$102.0496	\$102.0496	N/A
Administrative and General - Level 6						
Year 1		\$59.2085	\$82.8919	\$106.5753	\$106.5753	N/A
Year 2		\$61.5361	\$86.1505	\$110.7649	\$110.7649	N/A
Year 3		\$63.8624	\$89.4073	\$114.9523	\$114.9523	N/A
Year 4		\$66.1887	\$92.6641	\$119.1396	\$119.1396	N/A
Administrative and General - Level 7						
Year 1		\$68.7029	\$96.1841	\$123.6653	\$123.6653	N/A
Year 2		\$71.1596	\$99.6235	\$128.0873	\$128.0873	N/A
Administrative and General - Level 8						
Year 1		\$73.8874	\$103.4424*	\$132.9973*	\$132.9973*	N/A
Year 2		\$76.8114	\$107.5360*	\$138.2605*	\$138.2605*	N/A

* Over-time rates do not apply except when re-called to work during a period of on-call restrictive duty.

in Katherine on this day of 2018, in the presence of:

Full name:)

Address:)

.....)

.....)

in Katherine on this day of 2018, in the presence of:

Full name:)

Address:)

.....)

.....)

in Darwin on this day of 2018, in the presence of:

Full name:)

Address:)

.....)

.....)

in Darwin on this day of 2018, in the presence of:

Full name:)

Address:)

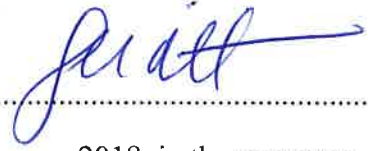
.....)

.....)


SIGNATORIES TO AGREEMENT

Signed by: Sean Heffernan, Chief Executive)
Officer, Katherine West Health Board Aboriginal)
Corporation, PO Box 147 KATHERINE NT 0851)

in Katherine on this 9TH day of MAY
Full name: DAVID MARK LINES)
Address: 16 HIBISCUS CRT.)
KATHERINE NT)



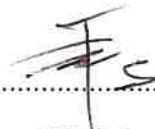
2018, in the presence of:



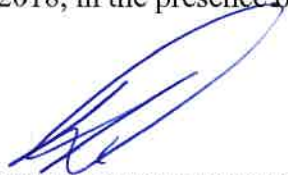
Signed by: Willie Johnson, Chairperson)
Katherine West Health Board Aboriginal)
Corporation, PO Box 147 KATHERINE NT 0851)

in Katherine on this 9TH day of MAY
Full name: DAVID MARK LINES)
Address: 16 HIBISCUS CRT)
KATHERINE NT.)

x



2018, in the presence of:



Signed by: Yvonne Falckh, NT Branch Secretary)
Australian Nursing and Midwifery Federation)
Employee Bargaining Representative)
16 Caryota Court, Coconut Grove NT 0810)

in Darwin on this day of
Full name:)
Address:)
)

2018, in the presence of:

Signed by: Erina Early,)
United Voice Branch Secretary NT)
Employee Bargaining Representative)
38 Woods Street, Darwin NT 0800)

in Darwin on this day of
Full name:)
Address:)
)

2018, in the presence of:

SIGNATORIES TO AGREEMENT

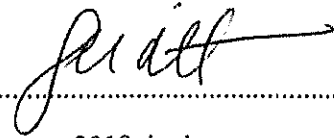
Signed by: Sean Heffernan, Chief Executive)
Officer, Katherine West Health Board Aboriginal)
Corporation, PO Box 147 KATHERINE NT 0851)

in Katherine on this 9TH day of MAY

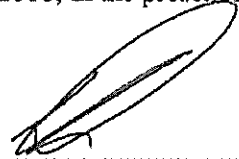
Full name: DAVID MARK LINES)

Address: 16 HIBISCUS CRT.)

KATHERINE NT)



2018, in the presence of:



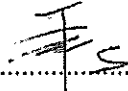
Signed by: Willie Johnson, Chairperson)
Katherine West Health Board Aboriginal)
Corporation, PO Box 147 KATHERINE NT 0851)

in Katherine on this 9TH day of MAY

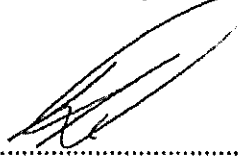
Full name: DAVID MARK LINES)

Address: 16 HIBISCUS CRT.)

KATHERINE NT.)

x 

2018, in the presence of:



CATHERINE HATCHER PRESIDENT
Signed by: ~~Yvonne Falek~~, NT Branch Secretary)
Australian Nursing and Midwifery Federation)
Employee Bargaining Representative)
16 Caryota Court, Coconut Grove NT 0810)

in Darwin on this 10TH day of MAY

Full name: ANGELA PHILLIPS)

Address: 16 CARYOTA COURT)

COCONUT GROVE NT 0810)



2018, in the presence of:



Signed by: Erina Early,)
United Voice Branch Secretary NT)
Employee Bargaining Representative)
38 Woods Street, Darwin NT 0800)

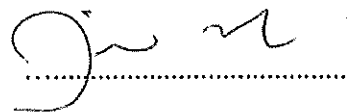
in Darwin on this 11 May day of 2018

Full name: ERINA EARLY)

Address: c/o 38 Woods St)

Darwin NT 0800)

2018, in the presence of:



SIGNATORIES TO AGREEMENT

Signed by: Sean Heffernan, Chief Executive)
Officer, Katherine West Health Board Aboriginal)
Corporation, PO Box 147 KATHERINE NT 0851)

in Katherine on this 9TH day of MAY

Full name: DAVID MARK LINES)

Address: 16 HIBISCUS CRT.)

KATHERINE NT)



2018, in the presence of:



Signed by: Willie Johnson, Chairperson)
Katherine West Health Board Aboriginal)
Corporation, PO Box 147 KATHERINE NT 0851)

in Katherine on this 9TH day of MAY

Full name: DAVID MARK LINES)

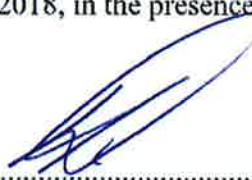
Address: 16 HIBISCUS CRT.)

KATHERINE NT.)

x



2018, in the presence of:



Signed by: Yvonne Falckh, NT Branch Secretary)
Australian Nursing and Midwifery Federation)
Employee Bargaining Representative)
16 Caryota Court, Coconut Grove NT 0810)

in Darwin on this day of

2018, in the presence of:

Full name:)

Address:)

)

Signed by: Erina Early,)
United Voice Branch Secretary NT)
Employee Bargaining Representative)
38 Woods Street, Darwin NT 0800)

in Darwin on this 11 May day of 2018

Full name: ERINA EARLY)

Address: c/o 38 Woods St)

Darwin NT 0800)



2018, in the presence of:



Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An 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;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (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) 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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (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.

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/1976

Applicant: Katherine West Health Board Aboriginal Corporation

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Sean Heffernan, Chief Executive Officer, Katherine West Health Board Aboriginal Corporation, give the following undertakings with respect to the Jirntangku Miyrta Enterprise Agreement 2018 - 2021 ("the Agreement"):

1. I have the authority given to me by Katherine West Health Board Aboriginal Corporation (KWHB) to provide this undertaking in relation to the application before the Fair Work Commission.
2. The limitation on account of age in sub-clause 18.3(d) will have no application in the calculation of an employee's entitlement to severance pay in the event of termination of employment on account of redundancy.
3. KWHB undertakes that the following clauses of the Agreement will operate subject to the National Employment Standards:
 -) Clause 35.1(h)
 -) Clause 41.1(a)
 -) Clause 17.1(f)
 -) Clause 17.2(b)
 -) Clause 34.6(b)
 -) Clause 18.3(a)
4. KWHB will apply the minimum engagement and rates of pay of the applicable Modern Award until the applicable Enterprise Agreement rate per hour provides greater advantage to a casual or part-time employee that KWHB requires to work for less than applicable Modern Award minimum periods of engagement for the applicable type of employment.
5. Clause 31.2 will only operate to reduce the span of hours during which ordinary hours of work may be worked. Any instance where an employee requests the benefit of being able to work at ordinary hours of work rates outside of the span of 0700 to 1900 will be dealt with under the Model Flexibility Terms of the Agreement.
7. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Sean Heffernan
Chief Executive Officer
3 September 2018