



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Katherine West Health Board Aboriginal Corporation**  
(AG2025/2289)

## **JIRNTANGKU MIYRTA ENTERPRISE AGREEMENT 2024 - 2028**

Health and welfare services

COMMISSIONER HUNT

BRISBANE, 25 AUGUST 2025

*Application for approval of the Jirntangku Miyrta Enterprise Agreement 2024 - 2028*

[1] Katherine West Health Board Aboriginal Corporation (the Employer) has applied for approval of an enterprise agreement known as the *Jirntangku Miyrta Enterprise Agreement 2024 – 2028* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, commencing operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 12 June 2024 and the Agreement was made on 3 July 2025. Accordingly, the genuine agreement requirements and the better off overall test requirements are those applying on and from 6 June 2023.

[3] The Fair Work Commission (the Commission) raised certain concerns regarding the Agreement with the Employer, and as a result, the Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A. Pursuant to s.190(4) of the Act, I sought the views of the United Workers' Union (UWU) and the Australian Nursing and Midwifery Federation (ANMF) regarding the undertakings, allowing a period of two business days from receipt of the undertakings to provide any views. No views were received.

[4] 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. Pursuant to s.190 of the Act, I accept the undertakings. In accordance with s.201(3) of the Act, I note that the undertakings are taken to be a term of the Agreement.

[5] I have taken into consideration the material filed in the Commission. 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. The Agreement does not cover all of the employees of the employer, however, taking into account s.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[6] The UWU and the ANMF, each being bargaining representatives for the Agreement, have given notice under s.183 that they want to be covered by the Agreement. In accordance with s.201(2) of the Act I note that the Agreement covers the UWU and the ANMF.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 September 2025. The nominal expiry date of the Agreement is 30 September 2028.



COMMISSIONER

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## Annexure A – Undertakings

### Jirntangku Miyrta Enterprise Agreement 2024 - 2028

#### Annexure A - Undertakings

#### THE FAIR WORK COMMISSION

FWC Matter No: 2025/2289

**Applicant:** Katherine West Health Board Aboriginal Corporation

#### **Section 185 - Application for approval of a single enterprise agreement** (undertaking - Section 190)

I, Sinon Cooney, Chief Executive Officer of the Applicant, give the following undertakings with respect to the Jirntangku Miyrta Enterprise Agreement 2024 - 2028 (the Agreement), which is the subject of the application for approval:

- I have the authority of the Katherine West Health Board Aboriginal Corporation to provide the following undertakings for the purpose of the application of approval of the Agreement, and
- The undertakings will apply as a statutory term of the Agreement.

#### **1. Definition of shiftworker**

Clause 2.9 is amended as follows:

- 2.9** "Shiftworker" means an employee who works on a regular shift cycle, which includes, afternoon, night, or weekend shifts and has application for the purpose of the NES in relation to defining shiftworker.

#### **2. Annual leave - cashing out:**

Clause 39.8(b)(i) is amended as follows:

- (i) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between KWHB and the employee,

#### **3. Personal leave - carer's leave:**

Paragraph 1 of clause 39.1 is amended as follows:

- 39.1** 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 or an unexpected emergency, will be entitled to paid personal/carer's leave subject to the following:

#### **4. Overtime - Exclusions or Reductions:**

Clause 37.1(c) is amended as follows:

- (c) All overtime 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 applicable ordinary rate thereafter, except for employees in or above the classifications listed in the table below, who will be paid a maximum over-time rate calculated on the applicable ordinary hours rate shown in the table or the applicable Award overtime rate, whichever is the higher:

**5. Classification Matching AHP-Trainee:**

Schedule E# is amended as follows:

**Schedule E - Aboriginal and Torres Strait Health Workers and Practitioners (AHP) - Salaries**

AHP salaries will be in accordance with the following schedule from the first pay period commencing on or after the applicable date in the following table:

|                      | Salary<br>1/10/24 | Salary<br>1/10/25 | Salary<br>1/10/26 | Salary<br>1/10/27 |
|----------------------|-------------------|-------------------|-------------------|-------------------|
| <b>AHP - Grade 1</b> |                   |                   |                   |                   |
| Year 1               | \$51,132          | \$52,666          | \$54,246          | \$55,873          |
| Year 2               | \$52,351          | \$53,922          | \$55,539          | \$57,205          |
| <b>AHP - Grade 2</b> |                   |                   |                   |                   |
| Year 1               | \$55,481          | \$57,145          | \$58,860          | \$60,626          |
| Year 2               | \$58,335          | \$60,085          | \$61,888          | \$63,744          |
| <b>AHP - Grade 3</b> |                   |                   |                   |                   |
| Year 1               | \$61,324          | \$63,164          | \$65,059          | \$67,010          |
| Year 2               | \$64,345          | \$66,275          | \$68,264          | \$70,312          |
| Year 3               | \$67,506          | \$69,531          | \$71,617          | \$73,766          |
| Year 4               | \$70,878          | \$73,004          | \$75,194          | \$77,450          |
| Year 5               | \$74,374          | \$76,605          | \$78,903          | \$81,270          |
| <b>AHP - Grade 4</b> |                   |                   |                   |                   |
| Year 1               | \$77,964          | \$80,303          | \$82,712          | \$85,193          |
| Year 2               | \$81,597          | \$84,045          | \$86,566          | \$89,163          |
| Year 3               | \$85,304          | \$87,863          | \$90,499          | \$93,214          |
| Year 4               | \$89,015          | \$91,685          | \$94,436          | \$97,269          |
| <b>AHP - Grade 5</b> |                   |                   |                   |                   |
| Year 1               | \$92,726          | \$95,508          | \$98,373          | \$101,324         |
| Year 2               | \$93,958          | \$96,777          | \$99,680          | \$102,670         |
| Year 3               | \$97,668          | \$100,598         | \$103,616         | \$106,724         |
| <b>AHP - Grade 6</b> |                   |                   |                   |                   |
| Year 1               | \$102,616         | \$105,694         | \$108,865         | \$112,131         |
| Year 2               | \$106,325         | \$109,515         | \$112,800         | \$116,184         |
| Year 3               | \$110,032         | \$113,333         | \$116,733         | \$120,235         |
| Year 4               | \$113,745         | \$117,157         | \$120,672         | \$124,292         |

**6. Changes to rosters:**

Clause 33.3 is amended as follows:

**33.3** The roster cycle at health centres where shift work is performed will be for 28 day periods. The roster will be provided to Employees 14 days in advance. KWHB will provide at least 7 working days' notice of any changes to the roster, except in unforeseen circumstances or emergencies such as those outlined in clause 33.6.

**7. Ceremonial leave**

Clause 41 is amended as follows:

**41. Ceremonial leave**

**41.1** An employee who is necessarily absent from work for ceremonial purposes will be entitled to up to 10 days of unpaid leave during the first year of employment to attend to ceremonial obligations. This leave will be non-cumulative. The Board has delegation for approval of this leave.

**41.2** An employee with 12 months of continuous service who is necessarily absent from work for ceremonial purposes will be entitled to up to 10 days of paid leave per calendar year to attend to ceremonial obligations. This leave will be non-cumulative. The Board has delegation for approval of this leave.

**41.3** By agreement with the Board, leave may be extended by a further period of unpaid leave. Unpaid leave extended by more than 5 consecutive working days in addition to paid leave approved under clause 41.2 will not be included for any purpose as part of an employee's period of service.

**8. Higher Duties**

Clause 27 is amended as follows:

**27. Higher duties**

**27.1** An employee engaged for one day or more during any pay period on duties carrying a higher rate than their ordinary classification will be paid an allowance equal to the difference between the rate of pay for their ordinary classification and the minimum rate of pay for the higher classification.

**27.2** 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 formally 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.

**27.3** 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.

**9. Classification Matching - Level 1 Health Professionals**

Schedule G is amended as follows:

**Schedule G - Health Professionals (HP) - Salaries**

**G.1** HP salaries will be in accordance with the following schedule from the first pay period commencing on or after the applicable date:

|                                    | Salary<br>1/10/24 | Salary<br>1/10/25 | Salary<br>1/10/26 | Salary<br>1/10/27 |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|
| <b>HP 1</b>                        |                   |                   |                   |                   |
| Pay point 1 - UG2 entry            | \$68,911          | \$70,978          | \$73,108          | \$75,301          |
| Pay point 2 - 3 year degree entry  | \$71,384          | \$73,526          | \$75,731          | \$78,003          |
| Pay point 3 - 4 year degree entry  | \$73,949          | \$76,167          | \$78,452          | \$80,806          |
| Pay point 4 - Masters degree entry | \$76,608          | \$78,907          | \$81,274          | \$83,712          |
| Pay point 5 - PhD entry            | \$79,369          | \$81,750          | \$84,202          | \$86,728          |
| Pay point 6                        | \$82,230          | \$84,697          | \$87,238          | \$89,855          |
| Pay point 7                        | \$85,196          | \$87,752          | \$90,385          | \$93,096          |
| Pay point 8                        | \$88,271          | \$90,919          | \$93,647          | \$96,456          |
| <b>HP 2</b>                        |                   |                   |                   |                   |
| Pay point 1                        | \$90,850          | \$93,576          | \$96,383          | \$99,274          |
| Pay point 2                        | \$94,137          | \$96,961          | \$99,870          | \$102,866         |
| Pay point 3                        | \$97,544          | \$100,470         | \$103,485         | \$106,589         |
| Pay point 4                        | \$101,077         | \$104,109         | \$107,233         | \$110,450         |
| Pay point 5                        | \$104,738         | \$107,880         | \$111,116         | \$114,450         |
| Pay point 6                        | \$108,608         | \$111,867         | \$115,223         | \$118,679         |
| <b>HP 3</b>                        |                   |                   |                   |                   |
| Pay point 1                        | \$111,960         | \$115,319         | \$118,778         | \$122,342         |
| Pay point 2                        | \$116,104         | \$119,587         | \$123,174         | \$126,870         |
| Pay point 3                        | \$120,397         | \$124,009         | \$127,729         | \$131,561         |
| Pay point 4                        | \$125,390         | \$129,152         | \$133,026         | \$137,017         |
| Pay point 5                        | \$129,793         | \$133,687         | \$137,698         | \$141,829         |
| <b>HP 4</b>                        |                   |                   |                   |                   |
| Pay point 1                        | \$129,811         | \$133,705         | \$137,716         | \$141,848         |
| Pay point 2                        | \$136,965         | \$141,074         | \$145,306         | \$149,666         |
| Pay point 3                        | \$145,019         | \$149,369         | \$153,850         | \$158,466         |
| Pay point 4                        | \$160,232         | \$165,039         | \$169,990         | \$175,090         |

**10. Overtime - casual employees:**

Clause 19.2 is amended as follows:

**19.2 Casual employment**

- (b) "Casual employment" means a person engaged by the hour and paid on an hourly basis that includes a loading of 25% for ordinary hours of work, which is in compensation for non-entitlement to any of the forms of paid leave of absence under the terms of this Agreement.
- (c) Overtime rates of pay will apply to work performed outside of the 7:00 a.m. to 7:00 p.m. Monday to Friday span of ordinary hours or for more than 7.5 hours per day.
- (d) Casual rates of overtime pay will be as follows:
  - 175% of the applicable ordinary hours of work rate for the employees classification for the first 3 hours for overtime performed on Monday to Friday and Saturday,
  - 225% of the applicable ordinary hours of work rate for the employees classification for overtime performed after the first 3 hours on Monday to Saturday and Sunday,
  - 275% of the applicable ordinary hours of work rate for the employees classification for overtime performed on a public holiday.
- (e) Casual employees will be given one hour's notice of termination of employment.
- (f) The minimum period of engagement of a casual employee is 3 hours.
- (g) The provisions of clauses 20.1(a) - Termination of Employment and 21 - Redundancy do not apply to casual employment.
- (h) **Changes to casual employment status**

A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of [the Act](#).

Note: Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of [the Act](#) and/or under clause 18 - Dispute resolution.

**11. Public Holiday Penalties:**

Clause 49.5 is amended as follows:

- 49.5** For all time worked on a public holiday an employee will be paid at 250% of the ordinary hours of duty rate for the applicable classification.

**12. Free From Duty Days:**


Clause 33.2 is amended as follows:

- 33.2** Ordinary hours for shift workers may be worked by weekly employees on any 10 days per fortnight. Wherever practicable, Employees will be provided with 2 of the 4 rest days on consecutive days in each fortnight.

**13. Agreement silent or inconsistent with a safety net Award:**

Where the terms of the Agreement are silent or inconsistent with an entitlement conferred by the Aboriginal and Torres Strait Islander Health Workers and Practitioners and Aboriginal Community Controlled Health Services Award 2020, the Nurses Award 2020 or the Health Professionals and Support Services Award 2020 for a particular employee's classification, KWHB undertakes to pay the affected employee in accordance with the Award entitlement that would have applied but for the Agreement, if such an occasion arises.

Authorised signatory: Simon Cooney  
Authority: Chief Executive Officer

A handwritten signature in black ink that reads "Simon Cooney". The signature is written in a cursive style with a large, sweeping flourish at the end of the name.

Signed:

On the 7<sup>th</sup> day of August 2025

# JIRNTANGKU MIYRTA ENTERPRISE AGREEMENT 2024 - 2028

## Table of Contents

|  |           |
|--|-----------|
| <b>Part 1 - Application and Operation of the Agreement .....</b>           | <b>3</b>  |
| 1. Title .....   | 3         |
| 2. Definitions.....  | 3         |
| 3. Principles.....   | 3         |
| 4. Anti-discrimination .....   | 3         |
| 5. Parties bound and application .....                                     | 4         |
| 6. Relationship with National Employment Standards .....                   | 4         |
| 7. References to KWHB procedures .....                                     | 4         |
| 8. Period of operation.....  | 4         |
| 9. Savings clause .....  | 4         |
| 10. Continuous service .....   | 4         |
| 11. Posting of the Agreement.....  | 4         |
| <b>Part 2 - Employee Rights, Consultation and Dispute Resolution .....</b> | <b>5</b>  |
| 12. Employee support service .....   | 5         |
| 13. Requests for flexible working arrangements .....                       | 5         |
| 14. Individual flexibility arrangements.....                               | 5         |
| 15. Preventing harassment and bullying in the workplace.....               | 7         |
| 16. Workplace delegates' rights.....                                       | 7         |
| 17. Consultation .....   | 10        |
| 18. Dispute resolution .....   | 13        |
| <b>Part 3 - Categories of Employment .....</b>                             | <b>15</b> |
| 19. Employment categories.....   | 15        |
| 20. Termination of Employment.....   | 17        |
| 21. Redundancy.....  | 18        |
| <b>Part 4 - Rates of Pay and Related Matters.....</b>                      | <b>20</b> |
| 22. Classifications and wage rates .....                                   | 20        |
| 23. Service increments .....   | 21        |
| 24. New classifications .....  | 22        |
| 25. Recognition of post graduate qualifications.....                       | 22        |
| 26. Supported wage system.....   | 22        |
| 27. Higher duties .....  | 22        |
| 28. Allowances.....  | 23        |
| 29. Superannuation legislation .....                                       | 26        |
| 30. Salary packaging .....   | 28        |
| 31. Payment of earnings.....   | 28        |

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

|  |            |
|--|------------|
| <b>Part 5 - Hours of Work and Rest Breaks .....</b>  | <b>29</b>  |
| 32. Ordinary hours of work - other than shiftwork .....  | 29         |
| 33. Ordinary hours of shiftwork.....   | 29         |
| 34. Employee right to disconnect.....  | 30         |
| 35. Flexi-time .....   | 31         |
| 36. Meal and Rest Breaks .....   | 34         |
| 37. Overtime hours of work .....   | 34         |
| <b>Part 6 - Leave Entitlements .....</b>   | <b>38</b>  |
| 38. Annual leave .....   | 38         |
| 39. Personal/carer’s leave .....   | 43         |
| 40. Compassionate leave.....   | 44         |
| 41. Ceremonial leave.....  | 44         |
| 42. Special leave .....  | 44         |
| 43. Parental leave .....   | 45         |
| 44. Family and domestic violence leave .....   | 47         |
| 45. Sexual violence leave.....   | 48         |
| 46. Community service leave.....   | 49         |
| 47. Defence reserve services leave .....   | 49         |
| 48. Long service leave .....   | 50         |
| 49. Public holidays.....   | 51         |
| 50. Travel out of isolated lands entitlement (FOIL) .....  | 51         |
| <b>Part 7 - Health, Safety, Environment .....</b>  | <b>53</b>  |
| 51. Professional indemnity.....  | 53         |
| 52. Staff development .....  | 53         |
| 53. Amenities .....  | 54         |
| 54. Accommodation .....  | 54         |
| 55. Violent incidents .....  | 54         |
| 56. Personal effects transport - relocation and repatriation .....   | 55         |
| <b>Schedule A - Aboriginal and/or Torres Strait Islander knowledge and cultural skills - level definitions .....</b>         | <b>56</b>  |
| <b>Schedule B - Nurses - Classification definitions .....</b>  | <b>57</b>  |
| <b>Schedule C - Nurses - Salaries.....</b>   | <b>65</b>  |
| <b>Schedule D - Aboriginal and/or Torres Strait Health Workers and Practitioners (AHP) - Classification definitions.....</b> | <b>67</b>  |
| <b>Schedule E - Aboriginal and Torres Strait Health Workers and Practitioners (AHP) - Salaries .....</b>                     | <b>81</b>  |
| <b>Schedule F - Health Professionals (HP) - Classification definitions .....</b>   | <b>82</b>  |
| <b>Schedule G - Health Professionals (HP) - Salaries .....</b>   | <b>85</b>  |
| <b>Schedule H - Administrative &amp; General - Classification definitions.....</b>   | <b>86</b>  |
| <b>Schedule I - Administrative &amp; General - Salaries.....</b>   | <b>127</b> |

## Part 1 - Application and Operation of the Agreement

### 1. Title

This Agreement will be known as the Jirntangku Miyrta Enterprise Agreement 2024 - 2028.

### 2. Definitions

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

- 2.1 “Act” means the [Fair Work Act 2009](#).
- 2.2 “Agreement” means the Jirntangku Miyrta Enterprise Agreement 2024 - 2028.
- 2.3 “RAN/M” means Remote Area Nurse/Midwife.
- 2.4 “Board” means the Board of Directors of Katherine West Health Board Aboriginal Corporation.
- 2.5 “CEO” means the Katherine West Health Board Aboriginal Corporation Chief Executive Officer or, during periods of absence, the nominated delegate.
- 2.6 “FWC” means the Fair Work Commission.
- 2.7 “KWHB” means the Katherine West Health Board Aboriginal Corporation, which is the employer.
- 2.8 “NES” means National Employment Standards.
- 2.9 “Shiftworker” means an employee who works on a regular shift cycle, which includes, afternoon, night, or weekend shifts.
- 2.10 “Union” means a representative of members of either the Australian Nursing and Midwifery Federation NT Branch or the United Workers Union.

### 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. Parties bound and application**

This Agreement is made between KWHB, and its Employees. The Agreement covers work performed by Employees of KWHB employed in the classifications set out in Schedules B, D, F and H of this Agreement. Coverage of the Agreement does not extend to Employees with an annual salary that exceeds the high-income threshold, set in accordance with [the Act](#).

## **6. Relationship with National Employment Standards**

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

## **7. References to KWHB procedures**

It is the intention of the parties that all references to KWHB procedures, will be as amended from time to time and will include amendments to content that is approved by the Board of Directors and does not reduce entitlements during the life of the Agreement, in keeping with KWHB's Quality Management system and continuous improvement principles. KWHB procedures do not constitute terms of this Agreement or terms of an employee's contract of employment.

## **8. Period of operation**

The Agreement will come into operation 7 days after it is approved by the FWC and will continue until 30 September 2028.

## **9. Savings clause**

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

## **10. Continuous service**

For all purposes of this Agreement, other than sub-clause 50.9 leave without pay in conjunction with a FOIL that will count as service, continuous service will be calculated in accordance with Chapter 1, Part 1-2, Division 4, section 22 of [the Act](#).

## **11. Posting of the Agreement**

A copy of this Agreement will be provided to each KWHB workplace location and be posted to KWHB's Share point. A copy of the Agreement and related KWHB procedures will also be available from the HR Section upon request.

## Part 2 - Employee Rights, Consultation and Dispute Resolution

### 12. Employee support service

- 12.1 KWHB will engage a confidential support service for Employees who are experiencing work-related, personal or health problems that may adversely affect their work.
- 12.2 The confidential support service will be conducted by an external, independent, professional counselling service/person in the form of an employee assistance program.
- 12.3 The cost of the first 5 sessions will be met by KWHB. Additional sessions and responsibility for payment will be the subject of confidential negotiation between KWHB and the support service provider, at the discretion of the CEO.

### 13. Requests for flexible working arrangements

- 13.1 Requests for flexible working arrangements are provided for in the [NES](#).
- 13.2 Subject to qualifying criteria and process set out in s.65 of [the Act](#), an Employee may request a change in their working arrangements if they require flexibility because they:
- are pregnant,
  - are the parent, or have responsibility for the care, of a child who is of school age or younger,
  - are the parent, or have responsibility for the care, of a child who is of school age or younger,
  - are a carer (within the meaning of the Carer Recognition Act 2010),
  - have a disability,
  - are 55 or older
  - are experiencing family and domestic violence or are caring for or supporting an immediate family or household member who requires care or support because they are experiencing family and domestic violence.
- 13.3 Disputes about requests for flexible working arrangements may be dealt with under clause 18 Dispute Resolution and/or under section 65B of [the Act](#).

### 14. Individual flexibility arrangements

- 14.1 KWHB and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) arrangements about when work is performed,
  - (b) overtime rates,
  - (c) penalty rates,

- (d) allowances,
  - (e) leave loading, and
  - (f) the arrangement meets the genuine needs of KWHB and the employee in relation to the matter or matters it deals with, and
  - (g) the arrangement is genuinely agreed to by KWHB and the employee, without coercion or duress.
- 14.2** An individual flexibility arrangement may only be made after the individual employee has commenced employment with KWHB.
- 14.3** If KWHB wishes to initiate the making of an individual flexibility arrangement, it must:
- (a) give the employee a written proposal, and
  - (b) if KWHB is aware that the employee has or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps to ensure that the employee understands the proposal.
- 14.4** If KWHB proposes to enter into an individual flexibility arrangement with an employee, it must meet with the employee to discuss the proposal prior to entering the individual flexibility arrangement if the employee requests such a meeting.
- 14.5** KWHB must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of [the Act](#), and
  - (b) are not unlawful terms under section 194 of [the Act](#); and
  - (c) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 14.6** KWHB must ensure that the individual flexibility arrangement:
- (a) is in writing, and
  - (b) includes the name of KWHB and the employee, and
  - (c) is signed by KWHB and the employee and, if the employee is under 18 years of age, is signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of this 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 their employment as a result of the arrangement, and
  - (e) states the day on which the arrangement commences, and
  - (f) describes how the individual flexibility arrangement can be terminated.

- 14.7 KWHB must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14.8 KWHB or the employee may terminate the individual flexibility arrangement:
- (a) at any time, by agreement in writing between KWHB and the employee, or
  - (b) by KWHB or the employee giving 28 days written notice to the other party.
- 14.9 An individual flexibility arrangement terminated in accordance with clause 14.8(b) ceases to have effect at the end of the period of notice required under that clause.
- 14.10 KWHB or the employee may use the clause 18 Dispute settlement procedures to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

Note: In addition to this clause, the National Employment Standards of [the Act](#) give some employees the right to request flexible working arrangements in certain circumstances as set out in clause 13.

## 15. Preventing harassment and bullying in the workplace

- 15.1 The parties to this Agreement are committed to achieving and maintaining a safe and healthy work environment, free from harassment and bullying behavior.
- 15.2 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.
- 15.3 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.
- 15.4 Any employee who feels that they have 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 procedure.
- 15.5 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.

## 16. Workplace delegates' rights

- 16.1 This clause provides for the exercise of the rights of workplace delegates set out in section 350C of [the Act](#).

Note: Under section 350C(4) of [the Act](#), KWHB is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if it has complied with this clause.

- 16.2 In this clause:
- (a) **KWHB** means the employer of the workplace delegate,

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

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

**16.4** An Employee who ceases to be a workplace delegate must give written notice to KWHB within 14 days.

**16.5 Right of representation**

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

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

**16.6 Entitlement to reasonable communication**

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under this clause. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

**16.7 Entitlement to reasonable access to the workplace and workplace facilities**

- (a) KWHB must provide a workplace delegate with access to or use of the following workplace facilities:
  - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees,
  - (ii) a physical or electronic noticeboard,
  - (iii) electronic means of communication ordinarily used in the workplace by KWHB to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi,
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.

- (b) KWHB is not required to provide access to or use of a workplace facility under clause 16.7(a) if:
  - (i) the workplace site does not have the facility,
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) KWHB does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

#### **16.8 Entitlement to reasonable access to training**

KWHB must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, KWHB is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - (i) full-time or part-time employees; or
  - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give KWHB not less than 5 weeks' notice (unless KWHB and the delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by KWHB, the workplace delegate must provide it with an outline of the training content.
- (f) KWHB must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide KWHB with evidence that would satisfy a reasonable person of their attendance at the training.

#### **16.9 Exercise of entitlements under this clause**

- (a) A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - (i) comply with their duties and obligations as an employee,
  - (ii) comply with the reasonable policies and procedures of KWHB, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources,
  - (iii) not hinder, obstruct or prevent the normal performance of work; and

- (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) This clause does not require KWHB to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

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

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

## **17. Consultation**

### **17.1 Application of consultation term**

This term applies if KWHB:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on employees to which this Agreement applies; or has made a definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on employees to which this Agreement applies,  
  
or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **17.2 Consultation in relation to major workplace change**

For a major change referred to in subclause [17.1\(a\)](#):

- (a) KWHB must notify the relevant employees of the decision to introduce the major change, and
- (b) subclauses 17.3 to 17.9 apply.

**17.3** The relevant employee or employees may advise KWHB that a person or employee organisation is their representative for the purposes of the procedures in this clause in relation to a major workplace change.

**17.4** If:

- (a) a relevant employee, or the relevant employees, advise KWHB that a person or employee organisation is their representative for the purposes of consultation, and

- (b) the employee or employees advise KWHB of the identity of the representative, KWHB must recognise the representative.
- 17.5** KWHB must notify the relevant employees and their representatives (if any) of the decision to introduce the change.
- 17.6** As soon as practicable after making its decision, KWHB must:

  - (a) consult with the relevant employees and their representatives (if any), including by discussing with them:
    - (i) the introduction of the change, and
    - (ii) the effect the change is likely to have on the employees, and
    - (iii) measures to avoid or reduce any adverse effect of the change on the employees, and
  - (b) for the purposes of the consultation - provide, in writing, to the relevant employees and their representatives (if any):
    - (i) all relevant information about the change including the nature of the change proposed, and
    - (ii) the reasons or justification for the change, and
    - (iii) information about the expected effects of the change on the employees, and
    - (iv) any other matters likely to affect the employees.
- 17.7** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives (if any).
- 17.8** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representatives (if any).
- 17.9** The employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the major workplace change by the relevant employees and their representatives (if any).
- 17.10** If a term in this Agreement provides for the introduction of a major workplace change in relation to the enterprise of KWHB, the requirements to consult contained in subclauses 17.3 to 17.9 are taken not to apply.
- 17.11** In this term, a major workplace change is “likely to have a significant effect on employees” if it results in:

  - (a) the termination of the employment of employees, or
  - (b) major change in the composition, operation or size of KWHB’s workforce or to the skills required of employees, or
  - (c) the loss of, or reduction in, job or promotion opportunities, or
  - (d) the loss of, or reduction in, job tenure or job security, or
  - (e) the alteration of hours of work, or
  - (f) the need for employees to be retrained or transferred to other work or locations, or
  - (g) job restructuring.

**17.12 Consultation in relation to change to regular roster or ordinary hours of work**

For a change referred to in subclause 17.1(b):

- (a) KWHB must notify the relevant employees and their representatives (if any) in writing of the proposed change, and
- (b) subclauses 17.13 to 17.18 apply.

**17.13** The relevant employee or employees may advise KWHB that a person or employee organisation is their representative for the purposes of the procedures in this clause in relation to changes to regular rosters or ordinary hours of work.

**17.14** If:

- (a) a relevant employee, or the relevant employees, advise KWHB that a person or employee organisation is their representative for the purposes of consultation, and
- (b) the employee or employees advise the employer of the identity of the representative,  
KWHB must recognise the representative.

**17.15** As soon as practicable after proposing to introduce the change, KWHB must:

- (a) consult with the relevant employees and their representatives (if any) about the introduction of the change, including by discussing the change with them, and
- (b) for the purposes of the consultation - provide to the relevant employees and their representatives (if any):
  - (i) all relevant information about the change, including the nature and expected duration of the change, and
  - (ii) information about what KWHB reasonably believes will be the effects of the change on the employees (including any effect on the employee's remuneration), and
  - (iii) information about any other matters that KWHB reasonably believes are likely to affect the employees, and
  - (iv) invite the relevant employees and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

**17.16** However, KWHB is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives (if any).

**17.17** KWHB must give prompt and genuine consideration to matters raised about the change by the relevant employees or their representatives (if any).

**17.18** KWHB will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the change to the regular roster or ordinary hours of work of employees by the relevant employees and their representatives (if any).

**17.19** In this term: *relevant employees* means the employees who may be affected by a change referred to in subclause 17.1.

**17.20 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 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 18 - Dispute resolution.

**18. Dispute resolution**

**18.1** If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards; or
- (c) employment related matters, excluding termination of employment,

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

**18.2** The parties to a dispute referred to in this procedure may include:

- (a) an employee or employees covered by the agreement who are, or will be, affected by the dispute,
- (b) KWHB,
- (c) an employee organisation who:

## Jirntangku Myirta Enterprise Agreement 2024 - 2028

- (i) has a member who it is entitled to represent and who is an employee referred to in 18.2(a), or
- (ii) is covered by this Agreement and entitled to the benefit of or has a role or responsibility with respect to the matter in dispute.

- 18.3** An employee who is a party to the dispute may advise KWHB that a person or employee organisation is their representative for the purposes of the procedures in this term.
- 18.4** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the relevant employee or employees, relevant supervisors and/or management and any relevant employee organisation.
- 18.5** If the discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 18.6** The FWC may deal with a dispute referred to it under subclause 18.5 even if the requirement for discussions in subclause 18.4 has not been complied with if the FWC is satisfied that it is appropriate in all the circumstances to do so.
- 18.7** The FWC may deal with the dispute in 2 stages:
- (a) the FWC will first attempt to resolve the dispute in such manner 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.
- 18.8** If the FWC arbitrates the dispute:
- (a) it may also use any of the powers that are available to it under [the Act](#), including, but not limited to, the power to grant interim relief, and
  - (b) a decision that the FWC makes when arbitrating a dispute is a decision for the purposes of Division 3 of Part 5-1 of [the Act](#) and a person aggrieved by the decision may seek to appeal the decision as provided for in [the Act](#).
- 18.9** Subject to any order made by the FWC under subclause 18.8(a), while the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform work as the employee normally would unless the employee has a reasonable concern about an imminent risk to 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.

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

Note: In addition to this clause, [the Act](#) contains dispute resolution procedures as follows:

Request flexible working arrangements: section 65B

Change casual employment status: section 66M

Request an extension to unpaid parental leave: section 76B

Exercise an employee's right to disconnect: section 333N

## Part 3 - Categories of Employment

### 19. Employment categories

#### 19.1 Weekly 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**

A part time employee is a person who:

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

or

- (ii)** who works broken periods of continuous employment up to a maximum of 37.5 ordinary hours per week.
- (iii)** Before commencing part-time employment, KWHB and the employee will agree and include the following elements of a regular pattern of work in the clause **19.4** - Terms of Appointment instrument:

For employment under sub-clause **(i)**:

- the number of hours to be worked each week,
- the days of the week the employee will work, and
- the starting and finishing times each day.

For employment under sub-clause **(ii)**:

- the regular pattern of weekly hours of work, and
- the regular pattern of attendance and non-attendance at the work site.

- (iv)** The pattern of hours of work may be varied either on a temporary or an on-going basis by agreement that is recorded in writing.
- (v)** A part-time employee will be rostered for a minimum of 4 consecutive hours on any shift.

- (vi) All time worked in excess of the hours as mutually arranged or varied will be overtime and paid for at the rates prescribed in clause 37 - Overtime hours of work.

**(c) Termination and Redundancy**

The provisions of clauses 20 - Termination of Employment and 21 - Redundancy apply to all categories of continuing employment.

**19.2 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 minimum period of engagement of a casual employee is 3 hours.
- (d) The provisions of clauses 20.1(a) - Termination of Employment and 21 - Redundancy do not apply to casual employment.
- (e) Changes to casual employment status**

A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of [the Act](#).

Note: Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of [the Act](#) and/or under clause 18 - Dispute resolution.

**19.3 Tenure of employment**

Full-time and part-time employment will be on a regular weekly basis engaged as either a continuing or non-continuing employee:

- (a) **continuing employment** is when appointment to a position at KWHB is on a regular and ongoing basis.
- (b) **non-continuing employment** is when operational requirements, do not allow KWHB to make a firm commitment that work will continue indefinitely, including but not limited to when employment is:
- in a position that is only available for a specific period of time,
  - as a replacement employee,
  - in a program that is subject to continuance of specific third-party funding.

## 19.4 Terms of appointment

- (a) KWHB will provide the employee with an instrument of appointment which stipulates both the type and tenure (continuing or non-continuing) 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 rate of pay for the position on commencement of the employment and, if not full-time the proportion of full-time hours to be worked,
  - (ii) for casual employees, the classification and hourly rate of pay for the work required,
  - (iii) an entitlement to and the terms of the entitlement to a subsidy for relocation and/or repatriation under clause 56.
- (b) Appointment to all positions of employment is conditional upon acceptance of a terms of appointment instrument.
- (c) 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 is a requirement for satisfactory performance of work.

## 20. Termination of Employment

### 20.1 Notice of termination by KWHB

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

| <b>Period of Continuous Service</b>              | <b>Period of Notice</b> |
|--|-------------------------|
| 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 20.1(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 20.1(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 19.4.
- (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 they 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.

## **20.2 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 who is at least 18 years old does not give the period of notice required under clause 20.2(a), then KWHB may deduct from wages due to the employee under this Agreement an amount that is no more than one week of ordinary hours wages for the employee.
- (c) If the KWHB has agreed to a shorter period of notice than that required under clause 20.2(a), then no deduction can be made under clause 20.2(b).
- (d) Any deduction made under clause 20.2(b) must not be unreasonable in the circumstances.

## **20.3 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 their employment and the classification of or the type of work performed by the employee.

## **20.4 Summary dismissal**

Notwithstanding the provisions of clause 20.1 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.

## **21. Redundancy**

### **21.1 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.

### **21.2 Discussions before terminations**

- (a) Discussions before termination - see clause 17.
- (b) The discussions will take place as soon as is practicable after KWHB has made the decision referred to in paragraph 21.1 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.

### 21.3 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 20.1(a) and 18.1(b) an employee who is terminated or who is transferred to lower paid duties for reasons set out in sub-clause 21.1 will be entitled to the following amount of severance pay in respect of a continuous period of service:

| <b>Period of Continuous Service</b> | <b>Severance Pay</b> |
|-------------------------------------|----------------------|
| 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) 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.

### 21.4 Employee leaving during notice

An employee whose employment is terminated for reasons set out at sub-clause 21.1 may terminate their employment during the period of notice and will be entitled to the same benefits and payments under this clause had they 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.

### 21.5 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.

**21.6 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 they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

**21.7 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**

**22. Classifications and wage rates**

- 22.1 Upon appointment all employees will be provided with an “Instrument of Appointment” (see clause 19.4) that states the classification level of their position and their starting salary having regard to the employee's skills, experience, and qualifications.
- 22.2 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.
- 22.3 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 18 - Dispute resolution.
- 22.4 **Increases to wage rates during the life of the Agreement**

- (a) Increases to salaries are as shown in the following table:

| First pay period starting on or after: | 1/10/24 | 1/10/25 | 1/10/26 | 1/10/27 |
|--|---------|---------|---------|---------|
| Nurses                                 | 3%      | 3%      | 3%      | 3%      |
| AHP's                                  | 3%      | 3%      | 3%      | 3%      |
| HP's                                   | 3%      | 3%      | 3%      | 3%      |
| A & G                                  | 2.5%    | 3%      | 3%      | 3%      |

- (b) The annual salary is specified for the applicable classifications and pay points in the rates of pay: Schedule C - Nurses, - AHP's, Schedule G - HP's; and Schedule I - A & G Employees.

- (c) KWHB recognises that the NT Public Service is a significant influence on recruitment and retention of health service employees in the Northern Territory labour market. Where during the life of this Agreement it becomes apparent that particular classification rates in the Agreement have become an impediment to effective recruitment and retention, the CEO will, on their own motion or upon receipt of a request, decide to form a Workplace Consultative Committee in accordance with clause 17.20(b) to review KWHB's competitive circumstance and financial capacity to increase affected minimum Agreement rates. Agreed increases will be applied either by memorandum of agreement with the affected union(s) or processed as a variation to the Agreement.

## **22.5 Transition to new AHP (Schedule D) & HP (Schedule F) classification structures**

The AHP (Schedule D) and HP (Schedule F) classification definitions come in to force 7 days after the date of approval of the Agreement by the FWC. Existing employees who commenced their employment in the applicable classification with KWHB before that time will transfer to the applicable classification on the following basis:

- where their existing rate is more than the applicable Agreement rate, it will continue to apply and be increased by the same percentage increases and at the same time that the increases apply to the applicable classification in the Agreement, and
- where their existing rate is less than the applicable Agreement rate, that rate will continue until the start of the first full pay period after the Agreement comes into force, at which time they will transfer to the next higher pay point in the applicable classification.

## **23. Service increments**

### **23.1 Administrative and General Classifications**

Administrative and General 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.

### **23.2 AHP and RAN/M Classifications**

- (a) Subject to clause 22.2, on commencement of employment at KWHB, AHP's, Nurses and Midwives, who have resided in remote area communities whilst performing the work of an AHP or RAN/M for a Health Clinic will have that work experience recognised for the purposes of incremental progression. (e.g. a nurse/midwife who has 1 year and 6 months applicable experience will commence at the year 2 increment and progress to the year 3 increment after 6 months service at KWHB. KWHB may require evidence of applicable previous service such as a statement of service in a AHP or RAN/M position with a previous Employer.

- (b) Unless recognition of prior service is granted in accordance with subclause 23.2(a) above, AHP's and RAN/M's will commence at year 1 of their classification and 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.
- (c) 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.

## 24. New classifications

As the need arises, with consultation and agreement, the parties may seek variations to the Agreement to insert new classifications.

## 25. 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.

## 26. Supported wage system

- 26.1 Employment under the terms of the supported Wage System will be in accordance with Schedule D of the Aboriginal and Torres Strait Islander Health Workers and Practitioners and Aboriginal Community Controlled Health Services Award 2020, except that:
- (a) The Assessed capacity percentage under clause D4.1 of Schedule D will apply to applicable Agreement classification rates of pay rather than Relevant minimum wages.
  - (b) Other terms and conditions of employment under clause D8 of Schedule D will be the same terms and conditions of employment as other employees covered by this Agreement, including applicable pro rata arrangements.

## 27. Higher duties

27.1 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 27.2.

27.2 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 |

**Jirntangku Myirta Enterprise Agreement 2024 - 2028**

|                                     |  |
|-------------------------------------|--|
| 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   |

- 27.3** 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.
- 27.4** 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 formally 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.
- 27.5** 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.

**28. Allowances**

**28.1 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 1 October 2024, the following rates will apply:

|                                      |                             |
|--------------------------------------|-----------------------------|
| Monday to Friday                     | \$64.26 per on-call period  |
| Saturday, Sunday and Public Holidays | \$128.52 per on-call period |

From the first pay period commencing on or after 1 October 2025, the following rates will apply:

|                                      |                             |
|--------------------------------------|-----------------------------|
| Monday to Friday                     | \$66.19 per on-call period  |
| Saturday, Sunday and Public Holidays | \$132.38 per on-call period |

## Jirntangku Myirta Enterprise Agreement 2024 - 2028

From the first pay period commencing on or after 1 October 2026, the following rates will apply:

|                                      |                             |
|--------------------------------------|-----------------------------|
| Monday to Friday                     | \$68.17 per on-call period  |
| Saturday, Sunday and Public Holidays | \$136.34 per on-call period |

From the first pay period commencing on or after 1 October 2027, the following rates will apply:

|                                      |                             |
|--------------------------------------|-----------------------------|
| Monday to Friday                     | \$70.22 per on-call period  |
| Saturday, Sunday and Public Holidays | \$140.44 per on-call period |

### 28.2 Uniforms

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

### 28.3 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 Procedure.
- (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 Determination 1 of the relevant year over the life of this Agreement, which from 1 January 2025 are: \$20.50 for breakfast; \$31.60 for lunch; \$44.40 for dinner and \$16.00 for incidentals.
- (c) The accommodation and camping allowance advance component from 1 January 2025 is \$129.00 per day respectively and will also be adjusted annually in accordance with NT Public Sector Determination 1 for the relevant year over the life of this Agreement.
- (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.

#### 28.4 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 Procedure.
- (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 Procedure will be entitled to a bilingual allowance.
- (d) The amounts from the first pay period commencing on or after 1 July 2024 are \$1.20 per hour for an employee in their first 12 months of entitlement, or \$2.40 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 and Torres Strait Islander Health Workers and Practitioners and Aboriginal Community Controlled Health Services Award 2020 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.

#### 28.5 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 Procedure.
- (b) The amount of the allowance from the first pay period commencing on or after 1 January 2024 is 92 cents per kilometre. The amount will be adjusted from the first pay period commencing on or after 1 January each year over the life of this Agreement in accordance with NT Public Sector Determination 1 for the relevant year over the life of this Agreement.
- (c) No employee will be forced to use their own vehicle for work purposes.

## 28.6 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 2025 is \$61.34 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.

## 28.7 Information Technology subsidy

- (a) Full-time and part-time employees that work in remote areas and are not living in residential properties provided by either KWHB or another Employer will be provided with an Information Technology subsidy to assist with necessary communication facilities.
- (b) The full-time amount of the subsidy, which commences to apply from the from the first full pay period commencing on or after 1 July 2025 is \$153.99 per fortnight.
- (c) 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.
- (d) The allowance is not payable during periods of unpaid leave.
- (e) The allowance is payable on a pro-rata basis according to the number of ordinary hours of work performed and paid leave during each pay period.

## 29. Superannuation legislation

29.1 The [NES](#) and Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deal with the superannuation rights and obligations of employers and employees.

29.2 The rights and obligations in this clause supplement those in superannuation legislation and the [NES](#).

Notes: Under superannuation legislation:

- (a) Individual employees generally have the opportunity to choose their own superannuation fund.

- (b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.
- (c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.
- (d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

### **29.3 KWHB contributions**

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

### **29.4 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise KWHB to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as KWHB makes the superannuation contributions provided for in clause 29.3.
- (b) KWHB may adjust the amount the employee has authorised them to pay from the wages of the employee from the first of the month following the giving of three months' written notice.
- (c) KWHB must pay the amount authorised under clauses 30.5(a) or 30.5(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 29.4(a) or 29.4(b) was made.

### **29.5 Superannuation fund**

Unless, to comply with superannuation legislation, KWHB is required to make the superannuation contributions provided for in clause 30.4 to another superannuation fund, KWHB must make the superannuation contributions provided for in clause 29.4 and pay any amount authorised under clauses 29.4(a) or 29.4(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:

- (a) HESTA Super; or
- (b) any superannuation fund to which KWHB was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or

- (c) a superannuation fund or scheme which the employee is a defined benefit member of.

- 29.6 An employee may make contributions to their designated fund in addition to those made by KWHB..
- 29.7 The employee may elect prospectively to salary sacrifice earnings to superannuation contributions in accordance with Australian Taxation Office rules.
- 29.8 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.

## **30. Salary packaging**

- 30.1 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,
- 30.2 Any employee that takes up the option to salary package must enter into a salary packaging arrangement with KWHB before they commence salary packaging.
- 30.3 Salary packaging arrangements must be in accordance with Australian Taxation Office guidelines and approved by the CEO.
- 30.4 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.

## **31. Payment of earnings**

- 31.1 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.
- 31.2 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 instance, be ascertained by using the following formula: Annual salary amount  $\div$  365 x 14  $\div$  75.
- 31.3 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.
- 31.4 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.

- 31.5 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

### 32. Ordinary hours of work - other than shiftwork

- 32.1 Ordinary hours of work are on the days from Monday to Friday inclusive.
- 32.2 The span of hours during which ordinary hours of work may be worked are between 7:00 a.m. and 7:00 p.m. The span of hours may only be increased by mutual agreement that is recorded in an individual flexibility agreement, in accordance with clause 12, Agreement flexibility arrangements.
- 32.3 Any instance where an employee requests the benefits of being able to work at ordinary hours of work outside of the span of 0700 to 1900 will be dealt with under the clause 12 Agreement Flexibility Arrangements.
- 32.4 Ordinary hours of work will be an average of 37.5 worked on five consecutive days within the span of days specified by paragraph 32.1 and 32.2. Working of ordinary hours outside of 10 hours per day or 40 per week for flexi-time accrual purposes must be subject to prior approval of the relevant Manager.

### 33. Ordinary hours of shiftwork

- 33.1 Ordinary hours of shiftwork will be an average of 37.5 per week.
- 33.2 Ordinary hours for shift workers may be worked on any 10 days per fortnight. Wherever practicable, Employees will be provided with 4 rest days in each fortnight, 2 of which will be on consecutive days.
- 33.3 The roster cycle at health centres where shift work is performed will be for 28 day periods. The roster will be provided to Employees 14 days in advance. KWHB will provide at least 7 days' notice of any changes to the roster, except in unforeseen circumstances or emergencies such as those outlined in clause 33.6.
- 33.4 For the purposes of clause 33:

- (a) **Afternoon shift** means any shift commencing on or after 12:00 pm and finishing after 7:00 pm on the same day.

Note: Where a shift worker commences their ordinary hours of work on or after 12:00 pm and completes those hours at or before 7:00 pm on Monday to Friday, afternoon shift penalty will apply.

- (b) **Night shift** means any shift commencing on or after 7:00 pm. Over-time penalties apply to any shift that commences on or after 12:00 am and finishes at or before 7:00am on Monday to Friday.

**33.5 Shiftwork loading**

- (a) Where an employee works a rostered afternoon shift on Monday to Friday, the employee will be paid a loading of 17% of the minimum hourly rate applicable to their classification and pay point.
- (b) Where an employee works a rostered night shift on Monday to Friday, the employee will be paid a loading of 25% of the minimum hourly rate applicable to their classification and pay point.

**33.6** KWHB may alter a roster at any time to enable its operational requirements to be carried out where another employee is absent from work pursuant to clauses 39 - Personal/carer's leave, 40 - Compassionate leave, 41 - Ceremonial leave, 42 - Special leave, 44 - Family, and domestic violence leave, 45- Sexual violence leave, or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, an alternative day off will be taken at an agreed time.

**33.7** The shiftwork loadings prescribed in clause 33.4 (a) and (b) will not apply to ordinary hours shiftwork performed by an employee on Saturday, Sunday or a public holiday. The shift loading for ordinary hours worked during the 24 hours: of a Saturday will be 50%, a Sunday will be 100% and of a Public Holiday will be 150%.

**33.8** Shift penalty rates for casual employees are calculated upon the employee's minimum hourly rate, prior to the addition of the 25% casual loading.

**34. Employee right to disconnect**

**34.1** This clause provides for the exercise of an employee's right to disconnect under section 333M of [the Act](#).

Note:

- (a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
  - (i) KWHB outside of the Employee's working hours,
  - (ii) a third party if the contact or attempted contact relates to, their work and is outside of the Employee's working hours.
- (b) Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.
- (c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- (d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.
- (e) The general protections in Part 3-1 of [the Act](#) prohibit KWHB taking adverse action against an employee because of the employee's right to disconnect under section 333M of [the Act](#).

- 34.2** KWHB must not directly or indirectly prevent an employee from exercising their right to disconnect under [the Act](#).
- 34.3** This clause does not prevent KWHB from requiring an Employee to monitor, read or respond to contact, or attempted contact, from KWHB outside of the Employee's working hours where:
- (a) the Employee is being paid the on-call allowance under clause [28.1](#); and
  - (b) KWHB's contact is to notify the Employee that they are required to attend or perform work or give other notice about the on-call.
- 34.4** This clause does not prevent KWHB from contacting, or attempting to contact, an Employee outside of the Employee's working hours in circumstances including to notify them of an emergency roster change under clause [33.6](#).

## **35. Flexi-time**

### **35.1 Introduction**

Flexi-time is a system that allows an employee, with the approval of their Supervisor, to arrange attendance at work outside of core time and accrue flexi-credit for the benefit of taking flexi-leave from ordinary hours for personal purposes, provided that operational requirements continue to be met.

### **35.2 Eligible staff**

Flexi-time will apply to all KWHB staff with the following exceptions:

- (a) Employees classified at Level 7 and 8 will only work flexi-time with the approval of the CEO. If a flexi-time arrangement is approved, the employee will be required to record their attendances flexi-accruals and flexi-leave taken.
- (b) Part-time employees may access flexi-time arrangements. However, flexi-time will not be used to vary a part-time employee's average weekly hours without the mutual agreement of the CEO and employee.

### **35.3 Employee responsibilities**

- (a) Flexi-time 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 [35.7\(d\)](#).
- (c) Employees are required to record their actual start and finish times; the time of their meal breaks and flexi-time accrued/flexi-leave acquitted in their timesheets.

### **35.4 Management responsibilities**

- (a) Managers are responsible for ensuring that operating efficiency is maintained when employees work flexi-time.

- (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 flexi-time 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 flexi-time procedures will be a routine part of KWHB's internal audit program. Any proposals for change will be referred to the Executive Management Committee for review to be conducted in accordance with clause 17 - Consultation.

### 35.5 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 flexi-time 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.

### 35.6 Non-compliance

The CEO may, where it is reasonable to do so because an employee has failed to comply with the flexi-time provisions, remove that employee from flexi-time 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.

### 35.7 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 flexi-time 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 ordinary hours of work as part of the flexi-time scheme. At KWHB bandwidth commences at 7.00 am and concludes at 7.00 pm.
- (ii) Bandwidth may only be increased by mutual agreement that is recorded in an individual flexibility agreement, in accordance with clause 12 - Agreement flexibility arrangements. 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 specific core times apply to the work performed by those employees:
  - 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 an employee rostered to open a health centre, core time will commence at 8.00 am.

**35.8 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.

**35.9 Time in lieu/flexi-leave**

- (a)** Employees will be entitled to carry over a maximum of 15 hours credit into the next pay period.
- (b)** A 15-hour combined limit on Flexi-time and TOIL credit will be enforced and once an employee has reached this limit no further credit for flexi-time or TOIL will normally be available until the balance is reduced below the 15 hour limit or where an employee has written approval in response to exceptional circumstances.
- (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 Flexi-time 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 flexi-time credit to cover the absence.
- (e)** Employees will be entitled to carry over a maximum of 7.5 hours flexi-debit into the next pay period. An amount of flexi- debit cannot be carried over into a second consecutive pay period. KWHB may defer payment of the amount of flexi-time debit carried over into a consecutive pay period until a pay period in which the debit balance has been made up.

- (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.

## **36. Meal and Rest Breaks**

### **36.1 Unpaid meal breaks**

- (a) An employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 to 60 minutes. Such meal breaks will commence between the 4<sup>th</sup> and the 5<sup>th</sup> hours after beginning work, where reasonably practicable. Provided that, by agreement of an individual employee, an employee who works shifts of 6 hours or less may forfeit the meal break.
- (b) Where an employee is required to work during a meal break, the employee will be paid overtime for all time worked until the meal break is taken or the shift ends.
- (c) Where an employee is required by KWHB to remain available during a meal break, but is free from work, the employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to active work during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken or the shift ends.
- (d) Wherever practicable, an employee must get prior approval from their immediate supervisor to work through a meal break.

### **36.2 Paid rest breaks**

- (a) Every employee will be entitled to a paid 15 minute rest break in each 3.75 hours worked at a time to be agreed between the employee and KWHB.
- (b) Rest breaks will be taken at times that will not interfere with the continuity of work and will be counted as time worked.

## **37. Overtime hours of work**

### **37.1 Payment for overtime hours of work**

- (a) Other than flexi-time, all time worked in excess of prescribed ordinary hours of work and/or outside the spread of hours prescribed by this Agreement, will be overtime hours of work.
- (b) Unless recalled to work overtime from on-call duty an employee is only entitled to compensation for overtime when they have been directed by their manager in writing to perform overtime.

**Jirntangku Myirta Enterprise Agreement 2024 - 2028**

- (c) All overtime 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 applicable ordinary rate thereafter, except for employees in or above the classifications listed in the table below, who will be paid a maximum over-time rate calculated on the applicable ordinary hours rate shown in the table:

| <b>Classification</b>                     | <b>Ordinary hours of work rate</b>        |
|---|---|
| A&G 7                                     | A&G 7, Pay Point 1                        |
| RN 3                                      | RN 3, Pay Point 1                         |
| AHP 6, Pay Point 1                        | AHP 6, Pay Point 1                        |
| Health Professional, Level 3, Pay Point 2 | Health Professional, Level 3. Pay Point 2 |

Note: For avoidance of doubt, the established practices of:

- the in-charge Nurse’s assessment of need to provide after-hours service will take precedence over the paragraph (b) requirement to be directed by their manager in writing to perform over-time, and
- entitlement to payment of overtime calculated on their applicable classification pay point rate when recalled to work overtime from on-call duty,

will continue to take precedence over subclauses 37.1(b) and (c).

- (d) An employee will work reasonable overtime hours of work according to the operational requirements of KWHB. An employee’s right to refuse to work unreasonable overtime 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 overtime hours of work on a Saturday, Sunday or public holiday will be afforded four hours work or paid for four hours' work at the applicable rate, except where such overtime hours of work:
- (i) is continuous with overtime hours of work commenced on the previous day, or
  - (ii) is necessary for an effective handover between clinical employees at the beginning or end of an on-call shift, for which the employee will be paid a minimum of 30 minutes at the applicable over-time rate or for the time taken where more than 30 minutes is necessary for an effective handover.
- (f) All overtime hours of work worked on a Sunday will be paid 2 times the applicable ordinary hours rate according to the terms of this clause.
- (g) All overtime hours of work worked on a public holiday as prescribed by clause 49.1 will be paid 2.5 times the applicable ordinary hours rate according to the terms of this clause.

**37.2 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 overtime 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 set out in clause 37.3.

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 applicable overtime 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 overtime 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 overtime 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 36.1(a), 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 overtime hours of work rate.

**37.3 Rest period before recommencing work**

- (a) For employees that are on-call, entitlements to rest periods before recommencing work are covered by sub-clauses 37.2(c) and 37.2(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.

**37.4 Time off in lieu of un-rostered overtime 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 overtime 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 overtime 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 overtime hours of work rate and the ordinary hours of work rate, unless other arrangements have been negotiated between the parties.
- (b) Taking into account subclause (a), if the time off is not taken within the time specified, the overtime hours of work is to be paid for at overtime hours of work rates.
- (c) Under normal circumstances Time of in lieu accruals will be limited to a maximum of 15 hours. The designated Manager of a work area may extend this limit in an exceptional circumstance, which must be recorded in time and wages records.
- (d) TOIL will be recorded in the same way as flexi-time.

(e) Where an employee is directed to work outside ordinary hours of work, time off in lieu of payment will be as follows:

(i) Flexitime will be used at all times during the bandwidth agreed at sub-clause 35.7(c)(i) on an hour for hour basis.

(ii) In all other cases approved time in lieu will be credited as follows:

|                 |  |
|-----------------|--|
| Public holidays | 2.5 x 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

### 38. Annual leave

**38.1** 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.

**38.2** When performing work as a shiftworker, an employee will accrue annual leave at the rate of one week of leave per annum in addition to annual leave accrued under subclause 38.1.

**38.3** 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.

### 38.4 Annual leave loading

For the period of annual leave in addition to their ordinary pay:

(a) A fulltime employee, other than a shiftworker, will be paid an annual leave loading of 18% of their ordinary pay on a maximum of 225 hours/6 weeks' annual leave per annum, or

(b) the weekend and shift penalties the employee would have received had they not been on leave during the relevant roster cycle or 18% of their ordinary hours of pay, whichever is the greater.

### 38.5 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 38.6,

- (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 38.6.

### 38.6 Excessive Annual Leave Accruals

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 12 weeks of 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 38.6(b)(ii) or an employee can give notice of leave to be granted under subclause 38.6(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 38.5(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 38.6(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 38.6(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 38.6(b)(ii) that will eliminate the employee's excessive leave accrual.

If agreement is not reached under subclause 38.5(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 38.6(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 KWHB,
- (4) provide for the employee to take any period of leave commencing more than 12 months after the day the notice is given to KWHB, 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 KWHB or an employee has requested a meeting and genuinely tried to reach agreement under subclause 38.7(a),
- (2) a dispute about whether KWHB 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 38.6(b)(i) or whether a notice requiring leave to be granted complies with subclause 38.6(b)(iii).

### 38.7 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) If, on the termination of the employee's employment, the employee has not accrued an entitlement to paid annual leave sufficient to cover the annual leave in advance agreed and taken under clause 38.7(a), KWHB may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### 38.8 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.

### 38.9 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 KWHB and the employee and, if the employee is under 18 years of age, the employees' parent or guardian.
  - (v) 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,
  - (vi) the loading prescribed in paragraph 38.4 of this sub-clause applies when leave is cashed out,
  - (vii) 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
  - (viii) employees may not cash out more than three weeks' accrued annual leave in any 12-month period.

**38.10 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 38.4 of this sub-clause will apply to proportionate leave payable on termination.

**38.11 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 their 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 their Purchased Leave within 12 months of the commencement of the salary deductions, they will lose the Purchased Leave credits and be repaid the value of the actual unused salary deductions.

- 38.12** 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.

### **39. Personal/carer's leave**

**39.1** 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 they were 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 accumulates from year to year.
- (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 accumulate 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 employee's family or household on account of their illness or incapacity. 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.

#### **39.2 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.

## **40. Compassionate leave**

**40.1** 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 their life; or
- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies: or
- (d) miscarries within the first 20 weeks of gestation.

Note: For the purposes of clause 40.1 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.

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.

**40.2** Leave without pay in excess of 5 consecutive working days will not be included for any purpose as part of an employee's period of service.

## **41. Ceremonial leave**

**41.1** An employee with 12 months of continuous service who is necessarily absent from work for ceremonial purposes will be entitled to up to 10 days of paid leave per calendar year to attend to ceremonial obligations. This leave will be non-cumulative. The Board has delegation for approval of this leave.

**41.2** By agreement with the Board, leave may be extended by a further period of unpaid Special leave.

**41.3** Leave without pay in excess of 5 consecutive working days will not be included for any purpose as part of an employee's period of service.

## **42. Special leave**

**42.1** An Employee may apply for Special leave to provide additional support via paid or unpaid leave when they experience unexpected circumstances that are beyond their reasonable control to plan for, and it is impractical for the employee to deal with

outside their ordinary hours of work, and when their available accrual of specific forms of paid leave is insufficient for them to reasonably deal with a pressing obligation or need relating to family, domestic, compassionate, or urgent medical reasons.

- 42.2 KWHB will publish and maintain an employee guide as to what circumstances and criteria will likely qualify for approval.
- 42.3 Entitlement is limited to 5 days of paid leave and/or 5 days of unpaid leave per annum.
- 42.4 Disputes about approval of Special leave may be referred to the FWC for determination in accordance with clause 18 - Dispute resolution.

### 43. 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.

#### 43.1 Introduction

- (a) Employee entitlements to parental 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.
- (b) Parental leave entitlements include:
- birth-related leave,
  - partner leave,
  - adoption leave,
  - special maternity leave,
  - safe job and no safe job leave.
- (c) The Fair Work Ombudsman provides further guidance on employee entitlements under the NES at the following link: [Maternity and parental leave - Fair Work Ombudsman](#). KWHB's HR personnel will also provide assistance to employees.
- (d) Other related employee obligations and entitlements include:
- qualifying periods of continuous employment,
  - commencement of leave,
  - required notice periods for leave and variation of leave and return to work,
  - provision of documentary evidence,
  - maximum amounts of leave,
  - requests to return to work on a part-time basis.

**Parental leave entitlements in addition to the NES**

- (e) The definitions in Chapter 2, Part 2-2, Division 5 of [the Act](#) apply to KWHB entitlements that are in addition to the NES.
- (f) **Unpaid adoption leave entitlement in addition to the NES**  
An employee who is entitled to parental leave under the terms of the NES will be entitled to unpaid adoption-related leave of up to 52 weeks, from the commencement of parental leave.
- (g) **KWHB paid parental leave entitlements**  
Note: For the purposes of calculation of “full pay” for part-time and regular casual employees in this paragraph, the pro-rata leave payment will be calculated on the basis of their ordinary hours of work earnings over the 12 months immediately preceding the date on which parental leave commences compared to those of a full-time employee, i.e. 1950 per annum.
  - (i) Birth-related leave: 14 weeks at full pay or 28 weeks at half pay, from commencement of parental leave.
  - (ii) Adoption-related leave: 14 weeks at full pay or 28 weeks at half pay, from commencement of parental leave.
  - (iii) When a pregnancy ends otherwise than by the birth of a living child, after 20 weeks of gestation: 14 weeks at full pay or 28 weeks at half pay, from commencement of parental leave.
  - (iv) Instead of unpaid Compassionate Leave under the NES, when a pregnancy ends otherwise than by the birth of a living child:
    - before 20 weeks of gestation, an employee or their current spouse or defacto partner has a miscarriage, is entitled to 5 days of paid compassionate leave, or
    - after 20 weeks of gestation: either paid birth-related leave or paid other employee leave.
  - (v) Other employee leave: 2 weeks at full pay or 4 weeks at half pay, during the first employee’s period of leave.
  - (vi) members of an employee couple who each intend to take parental leave may elect to apportion their combined entitlement to paid parental leave to better suit approved parental leave to be responsible for the care of their child.

**43.2 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.

#### **44. Family and domestic violence leave**

**44.1** An employee who is subject to Family and domestic violence leave may be entitled to up to a maximum of 10 days of time off in a calendar year without loss of ordinary hours of work pay per calendar year, in accordance with the [NES](#).

Note 1: Information provided to KWHB concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. KWHB is subject to confidentiality requirements regarding the handling of this information under section 106C of [the Act](#) and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

**44.2** Note 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employees need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

**44.3** Additionally, the Employee may use 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 [38.7](#) and/or unpaid leave according to the employee's circumstance.

**44.4** An employee who is supporting an immediate member of their family experiencing sexual, family or domestic violence will be entitled to use paid Special leave under clause [42](#), if it is necessary to deal with the impact of the sexual, family or domestic violence and it is impractical for the employee to do so outside their ordinary hours of work.

**44.5** 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.

#### **44.6 Confidentiality**

**(a)** KWHB will comply with confidentiality obligations under the NES.

**(b)** Information concerning an employee's experience of sexual, family, and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. KWHB will consult with such employees regarding the handling of this information.

#### **44.7 Safety**

Reasonable adjustments will be considered to ensure the affected employee's safety in the workplace (e.g. different work locations, removal of phone listing or changes to work email addresses).

## 45. Sexual violence leave

45.1 “Sexual violence” covers a wide range of behaviours perpetrated against individuals, including but not limited to:

- sexual harassment,
- stalking,
- forced or deceptive sexual exploitation (such as having images taken and/or distributed without freely given consent),
- indecent assault; and
- rape.

Sexual violence can overlap with, and be a feature of, family and domestic violence, the dynamics of sexual violence incidents can be very different and occur in the context of a wider range of relationships between perpetrators and victims (e.g. where the victim and perpetrator are not known to one another).

Entitlements to leave under this clause standalone separately from those involving family and domestic violence perpetrated by an immediate family member, which entitlements to leave are dealt with separately under clause 44 - Family and domestic violence leave.

45.2 An employee who is subject to sexual violence will be entitled to up to a maximum of 10 days of time off in a calendar year without loss of ordinary hours of work pay per calendar year. The leave will accrue on the same basis of accrual as for Family and domestic violence leave under the NES.

45.3 Additionally the Employee may use available paid leave accruals of personal/carer’s, annual, or long service leave, if it is necessary to deal with the impact of the sexual 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 38.7 and/or unpaid leave according to the employee’s circumstance.

45.4 An employee who is supporting an immediate member of their family experiencing sexual violence will be entitled to use paid Special leave under clause 42, if it is necessary to deal with the impact of the sexual violence and it is impractical for the employee to do so outside their ordinary hours of work.

45.5 The employee or supporting employee may be required to furnish evidence to support the impracticality of dealing with the impact of the sexual violence outside their ordinary hours of work.

### 45.6 Confidentiality

- (a) KWHB will comply with confidentiality obligations under the NES.
- (b) Information concerning an employee’s experience of sexual violence is sensitive and if mishandled can have adverse consequences for the employee. KWHB will consult with such employees regarding the handling of this information.

### 45.7 Safety

Reasonable adjustments will be considered to ensure the affected employee’s safety in the workplace (e.g. different work locations, removal of phone listing or changes to work email addresses).

## **46. Community service leave**

### **46.1 Jury service leave**

- (a) When an employee is required to attend for jury service, KWHB will pay the employee 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.

Notes:

- When completing the Sheriff's Office form, an employee needs to indicate that they are entitled to "only some of their normal wages".
  - Where regular weekly ordinary hours of work are not worked by a casual employee, payment will be limited to a maximum of their average ordinary hours of work earnings, over the 12 months, or the length of their service where it is less than 12 months, immediately preceding the first day of jury service leave.
  - In the event that the employee does not assign the jury service fee to KWHB, 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 they are required to attend for jury service. The employee will provide proof to KWHB of their 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 they are not required.

### **46.2 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](#).

## **47. Defence reserve services leave**

- 47.1 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.
- 47.2 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.

**47.3** 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 they 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.

**47.4** 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.

## **48. Long service leave**

**48.1** Employees will be granted Long Service Leave entitlements in accordance with the provisions of the [Long Service Leave Act of the Northern Territory](#), as amended, with the following exceptions:

- (a) an employee will become eligible to access accrued long service leave after seven (7) years of continuous service.
- (b) pro rata long service leave will be paid out on termination (for any reason other than serious misconduct) where an employee has completed a minimum of seven (7) years continuous service.

**48.2** Additionally, in exceptional circumstances where an employee 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.

**48.3** Where an employee has previous health industry related service, KWHB will give consideration to the merit of 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.

## **49. Public holidays**

- 49.1** 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, May Day (the first Monday in May), King'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.
- 49.2** 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 throughout a locality, then the holiday will be deemed to be a holiday for the purposes of this Agreement.
- 49.3** 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 both on the day preceding the holiday and the day following the holiday.
- 49.4** 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.
- 49.5** 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 49.1, i.e. double time for the hours worked.
- 49.6** 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.
- 49.7** Where in any case, it is not practicable to grant a day's leave in pursuance of sub-clause 49.6 of this clause, the employee will be paid, in its stead, one day's pay at ordinary rate.
- 49.8** 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.

## **50. Travel out of isolated lands entitlement (FOIL)**

- 50.1** 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 FOILs in any continuous 52-week period of continuous work.

- 50.2** A full-time employee's FOIL entitlements for leave accrued up to 31 December 2024 are:
- (a) payment of \$875.68 (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 \$146.00 (Daily Accommodation Component) per day, to assist with accommodation, for up to a maximum of 3 days of fares out leave taken.
- 50.3** 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.
- 50.4** 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.
- 50.5** A part-time employee's pro-rata FOIL entitlement will be to:
- (a) Expense Component x total ordinary hours worked in the qualifying period ÷ 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) Daily Accommodation Component x 3 x the total number of ordinary hours worked in the qualifying period ÷ 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.
- 50.6** A casual employee's pro-rata FOIL entitlement will be to:
- (a) Expense Component x total ordinary hours worked in the qualifying period ÷ 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) Daily Accommodation Component x 3 x the total number of ordinary hours worked in the qualifying period ÷ 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.
- 50.7** 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.

- 50.8** 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.
- 50.9** 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.
- 50.10** Entitlements under this clause are not 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**

### **51. Professional indemnity**

#### **51.1 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.

#### **51.2 Professional responsibility**

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

#### **51.3 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.

### **52. Staff development**

- 52.1** 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.

- 52.2** Approvals of study leave will be determined in accordance with KWHB's Staff Development Procedure and will not unreasonably affect the productive operations of KWHB.
- 52.3** The Dispute resolution procedure, clause 18, 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 Procedure.

### **53. Amenities**

- 53.1** Wherever practicable, KWHB will provide the following amenities for the use of its employees at their place of work:
- boiling water at mealtimes,
  - 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 lunchroom.
- 53.2** These amenities may not always be available to employees undertaking fieldwork, for example the Mobile Team.

### **54. 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.

### **55. Violent incidents**

- 55.1** 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 Procedure.
- 55.2** 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.

## **56. Personal effects transport - relocation and repatriation**

**56.1** 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 instrument in accordance with paragraph 19.4(a)(iii) the following terms will apply:

- (a)** KWHB will pay for transport costs associated with relocation of household and personal effects 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.
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## **Schedule A- Aboriginal and/or Torres Strait Islander knowledge and cultural skills - level definitions**

### **A.1.1 Aboriginal and/or Torres Strait Islander knowledge and cultural skills - level 1 means:**

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

**A.1.2 Aboriginal and/or Torres Strait Islander knowledge and cultural skills - level 2** means Aboriginal and/or Torres Strait Islander knowledge and cultural skills - level 1 plus a thorough knowledge of the history and role of Aboriginal and/or Torres Strait Islander organisations in the region, including an understanding of the organisations and their goals and knowledge of the political and economic environment in which the organisations operate.

**A.1.3 Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 3** means Aboriginal and/or Torres Strait Islander knowledge and cultural skills levels 1 and 2, plus an understanding, awareness and/or sensitivity to local, national and international cultural values and a clear understanding of Aboriginal and/or Torres Strait Islander organisations, their establishment and goals, and the political and economic environment in which the organisations operate at a local, national and international level.

## **Schedule B - Nurses - Classification definitions**

### **B.1 Enrolled nurses**

#### **B.1.1 Enrolled nurse - pay point 1**

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:
  - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
  - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and
  - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) **Skill indicators**
  - The employee has limited or no practical experience of current situations; and
  - The employee exercises limited discretionary judgment, not yet developed by practical experience.

#### **B.1.2 Enrolled nurse - pay point 2**

- (a) Pay point 2 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
  - having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or
  - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
  - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

  - a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary,
  - an ability to relate theoretical concepts to practice; and/or
  - requiring assistance in complex situations and in determining priorities.

#### **B.1.3 Enrolled nurse - pay point 3**

- (a) Pay point 3 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

**(c) Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision,
- observation and assessment skills to recognise and report deviations from stable conditions,
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

**B.1.4 Enrolled nurse - pay point 4**

**(a)** Pay point 4 refers to the pay point to which an EN has been appointed.

**(b)** An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

**(c) Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making,
- organisation of own workload and ability to set own priorities with minimal direct supervision,
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

**B.1.5 Enrolled nurse - pay point 5**

**(a)** Pay point 5 refers to the pay point to which an EN has been appointed.

**(b)** An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

**(c) Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary,
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

**B.2 Registered nurses**

**B.2.1 Registered nurse - level 1 (RN1)**

**(a)** An employee at this level performs their duties:

- (i)** according to their level of competence; and
- (ii)** under the general guidance of, or with general access to, a more competent registered nurse (RN) who provides work related support and direction.

**(b)** An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting,
- coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting,
- providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting,
- providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses,
- accepting accountability for the employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting.

**(c) Aboriginal and/or Torres Strait Islander knowledge and cultural skills**

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

**B.2.2 Registered nurse - level 2 (RN2)**

**(a)** An employee at this level:

- (i)** holds any other qualification required for working in the employee's particular practice setting; and
- (ii)** is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in clause **B.2.1(c)** on a continuing basis.

**(b)** An employee at this level may also be known as a Clinical nurse.

- (c) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

Duties of a Clinical nurse will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting,
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's,
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant,
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and assisting in the management of action research projects and participating in quality assurance programs and policy development within the practice setting.

- (d) **Aboriginal and/or Torres Strait Islander knowledge and cultural skills**

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

### **B.2.3 Registered nurse - level 3 (RN3) / Remote Area Nurse/Midwife (RAN/M)**

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
  - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in clause **B.2.2(d)** on a continuing basis.
- (b) An employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.
- (c) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:
- (i) Duties of a Clinical nurse consultant will substantially include, but are not confined to:
    - providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs,
    - staff and patient/client education,
    - staff selection, management, development and appraisal,
    - participating in policy development and implementation,
    - acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care,
    - delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting,

## **Jirntangku Miyrta Enterprise Agreement 2024 - 2028**

- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.
  - Duties of a Remote Area Nurse/Midwife (RAN/M) will substantially be those of a RN2 with a minimum of 12 months of practice in Primary Health Care and/or in a remote area aboriginal controlled community health clinic.
- (ii) Duties of a Nurse manager will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs,
  - staff selection and education,
  - allocation and rostering of staff,
  - occupational health,
  - initiation and evaluation of research related to staff and resource management,
  - participating in policy development and implementation,
  - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care),
  - being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
  - managing financial matters, budget preparation and cost control in respect of nursing within that span of control.
- (iii) Duties of a Nurse educator will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research,
  - implementation and evaluation of staff education and development programs,
  - staff selection,
  - implementation and evaluation of patient or client education programs,
  - participating in policy development and implementation,
  - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
  - being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.
- (d) **Aboriginal and/or Torres Strait Islander knowledge and cultural skills**

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

**B.2.4 Registered nurse - level 4 (RN4) / Health Centre Manager**

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
  - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in clause B.2.3(d) on a continuing basis.
- (b) An employee at this level may also be known as an Assistant director of nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).
- (c) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in clause B.2.3(d). In this connection the number of beds in a facility will be a relevant consideration.
- (d) In addition to the duties of an RN3, an employee at this level will perform the following duties:
- (i) Duties of an Assistant director of nursing (clinical) will substantially include, but are not confined to:
    - providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility,
    - provision of appropriate education programs, coordination and promotion of clinical research projects,
    - participating as a member of the nursing executive team,
    - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care,
    - managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants,
    - being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control,
    - being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control,
    - being accountable for clinical operational planning and decision making for a specified span of control; and
    - being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.
  - (ii) Duties of a Health Centre Manager (HCM) will substantially include those of an Assistant director of nursing (clinical) who is in charge of clinical operations in a multiple RAN staffed remote area health centre.
  - (iii) Duties of an Assistant director of nursing (management) will substantially include, but are not confined to:
    - providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility,
    - coordination and promotion of nursing management research projects,

- participating as a member of the nursing executive team,
  - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care,
  - managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers,
  - being accountable for the effective and efficient management of human and material resources within a specified span of control,
  - being accountable for the development and coordination of nursing management systems within a specified span of control; and
  - being accountable for the structural elements of quality assurance for a specified span of control.
- (iv) Duties of an Assistant director of nursing (education) will substantially include, but are not confined to:
- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility,
  - coordination and promotion of nurse education research projects,
  - participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care,
  - managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators,
  - being accountable for the standards and effective coordination of education programs for a specified population,
  - being accountable for the development, implementation and evaluation of education and staff development programs for a specified population,
  - being accountable for the management of educational resources including their financial management and budgeting control; and
  - undertaking career counselling for nursing staff.

**(e) Aboriginal and/or Torres Strait Islander knowledge and cultural skills**

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

**B.2.5 Registered nurse level 5 - (RN5) Nurse Practitioner**

- (a) An employee at this level will be endorsed to practice as a Nurse Practitioner and:
- (i) hold any other qualification required for working in the employee's particular practice setting; and
  - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in clause B.2.4(e) on a continuing basis.
- (b) An employee at this level may also be known as a Director of nursing or Senior Nurse Manager.
- (c) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in clause B.2.4(e). In this connection the number of beds in a facility will be a relevant consideration.

- (d) In addition to the duties of an RN4, an employee at this level will perform the following duties:
- managing the budget of the nursing division of the health unit,
  - ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
  - complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

**(e) Aboriginal and/or Torres Strait Islander knowledge and cultural skills**

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

**B.2.6 Primary Health Care - Manager/Advisor (RN6)**

- (a) Appointment to this level is reliant upon successful completion of a relevant post-registration qualification relevant to the field of practice.
- (b) The duties and responsibilities of the Primary Health Care Manager/Advisor include but are not confined to:
- (i) being accountable for the standards of nursing care and for coordination of the nursing service,
  - (ii) participating as a member of and accountable to the executive team for the development and evaluation of nursing policy, and generally contributing to the development of public health policy,
  - (iii) providing leadership, direction and management of nursing practice in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors,
  - (iv) providing leadership and role modelling, in collaboration with others and generally advocating for the interests of nursing to the executive team of the health service.
- (c) **Aboriginal and/or Torres Strait Islander knowledge and cultural skills**
- It is desirable that staff at this level have Aboriginal and/or Torres Strait Islander knowledge and cultural skills - level 3.

**Schedule C - Nurses - Salaries**

**C.1** Nurse salaries will be in accordance with the following schedule from the first pay period commencing on or after the applicable date in the following table:

|             | Salary<br>1/10/24 | Salary<br>1/10/25 | Salary<br>1/10/26 | Salary<br>1/10/27 |
|-------------|-------------------|-------------------|-------------------|-------------------|
| <b>EN</b>   |                   |                   |                   |                   |
| Year 1      | \$69,281          | \$71,359          | \$73,500          | \$75,705          |
| Year 2      | \$71,425          | \$73,568          | \$75,775          | \$78,048          |
| Year 3      | \$73,645          | \$75,854          | \$78,130          | \$80,474          |
| Year 4      | \$75,925          | \$78,203          | \$80,549          | \$82,966          |
| Year 5      | \$76,691          | \$78,991          | \$81,361          | \$83,802          |
| <b>RN 1</b> |                   |                   |                   |                   |
| Year 1      | \$78,316          | \$80,666          | \$83,085          | \$85,578          |
| Year 2      | \$82,532          | \$85,008          | \$87,558          | \$90,185          |
| Year 3      | \$86,748          | \$89,350          | \$92,031          | \$94,791          |
| Year 4      | \$90,964          | \$93,693          | \$96,504          | \$99,399          |
| Year 5      | \$95,878          | \$98,754          | \$101,716         | \$104,768         |
| Year 6      | \$99,567          | \$102,554         | \$105,631         | \$108,800         |
| Year 7      | \$103,614         | \$106,722         | \$109,924         | \$113,222         |
| Year 8      | \$104,660         | \$107,800         | \$111,034         | \$114,365         |
| <b>RN 2</b> |                   |                   |                   |                   |
| Year 1      | \$107,936         | \$111,174         | \$114,509         | \$117,944         |
| Year 2      | \$112,257         | \$115,624         | \$119,093         | \$122,666         |
| Year 3      | \$115,324         | \$118,784         | \$122,347         | \$126,018         |
| Year 4      | \$116,489         | \$119,984         | \$123,583         | \$127,291         |
| <b>RN 3</b> |                   |                   |                   |                   |
| Year 1      | \$120,113         | \$123,716         | \$127,428         | \$131,251         |
| Year 2      | \$124,317         | \$128,047         | \$131,888         | \$135,845         |
| Year 3      | \$129,042         | \$132,913         | \$136,901         | \$141,008         |
| Year 4      | \$130,347         | \$134,257         | \$138,285         | \$142,433         |

Notes:

- An RN3-RAN/M will, in the case of a nurse working in a sole nursing position, be paid the rate applicable to a Health Centre Manager.
- The year 4 service increment does not come into force until the first pay period commencing on or after 1 October 2025.

**RN 4**

|        |           |           |           |           |
|--------|-----------|-----------|-----------|-----------|
| Year 1 | \$132,266 | \$136,234 | \$140,321 | \$144,531 |
| Year 2 | \$137,820 | \$141,955 | \$146,213 | \$150,600 |
| Year 3 | \$139,215 | \$143,391 | \$147,693 | \$152,124 |

Note: The year 3 service increment does not come into force until the first pay period commencing on or after 1 October 2025.

**Jirntangku Miyrta Enterprise Agreement 2024 - 2028**

**RN5**

|        |           |           |           |           |
|--------|-----------|-----------|-----------|-----------|
| Year 1 | \$145,402 | \$149,764 | \$154,257 | \$158,885 |
| Year 2 | \$151,219 | \$155,756 | \$160,428 | \$165,241 |
| Year 3 | \$152,747 | \$157,329 | \$162,049 | \$166,911 |

**RN6**

|        |           |           |           |           |
|--------|-----------|-----------|-----------|-----------|
| Year 1 | \$163,346 | \$168,246 | \$173,293 | \$178,492 |
| Year 2 | \$169,203 | \$174,279 | \$179,508 | \$184,893 |
| Year 3 | \$170,912 | \$176,039 | \$181,321 | \$186,760 |

## **Schedule D - Aboriginal and/or Torres Strait Health Workers and Practitioners (AHP) - Classification definitions**

Note: see clause 22.6 for transitional arrangements.

### **D.1 Aboriginal and/or Torres Strait Islander Health Worker Trainee (Entry) (Health Worker Trainee) - Grade 1**

**D.1.1** Aboriginal and/or Torres Strait Islander Health Worker Trainee (Entry) (Health Worker Trainee) - Grade 1 means an employee in their first year of service who will generally have no direct experience in the provision of Aboriginal and/or Torres Strait Islander health services.

- (a) They will provide primary health services education and liaison duties under the direct supervision of more senior employees.
- (b) The employer will actively assist the employee to pursue entry into an approved course of study to gain a Certificate II in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent within 18 months.

### **D.2 Aboriginal and/or Torres Strait Islander Health Worker Trainee (Health Worker Trainee) - Grade 2**

**D.2.1** Health Worker Trainees will perform a range of duties and services provided by professional, technical, clinical and administrative work categories.

**D.2.2** A Health Work Trainee will:

- work under direct supervision, either individually or in a team or group, using routine procedures and established techniques or methods,
- perform a range of routine tasks and operate office and other equipment requiring the use of basic skills, training or experience,
- exercise minimal judgement in deciding how tasks are performed and completed while being responsible for the quality standard of completed work; and
- undertake orientation and training programs as available.

**D.2.3 Range of activities undertaken:**

- Assist more senior employees in the provision of patient care associated with basic primary health care functions.
- Assist in the delivery of clinical support services by performing a range of basic non-professional tasks and transporting patients from one area to another.
- Establish and maintain a communication network between health providers and the community.
- Assist in identifying health needs of individuals, groups and the community.
- Assist with the provision of health promotion programs, appropriate referrals, advice and information.
- Network and liaise with other service providers to ensure a coordinated approach to health service delivery.
- Undertake incidental administrative tasks including maintenance of records and data collection.
- Assist in ensuring that services are provided in ways that maximise cultural acceptability.
- Maintain the confidentiality of client contacts.

- Deliver health services under supervision including:
  - basic health screening,
  - basic first aid,
  - health education and promotion,
  - client support,
  - identification of health needs,
  - referral to other health professionals and other services,
  - limited advice and information; and
  - other activities as required to meet identified health needs of the community.

**D.3 Aboriginal and/or Torres Strait Islander Health Worker (Generalist Health Worker) - Grade 3 means:**

**D.3.1** a person who has completed Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent; or

**D.3.2** a person with other qualifications or experience deemed equivalent through a Registered Training Organisation, or

**D.3.3** a Generalist Health Worker who:

(a) holds a Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent; or

(b) has a Medicare provider number (not a prerequisite), will be classified as no less than a Grade 3 Level 2 Aboriginal Health Worker/Aboriginal Community Health Worker.

**D.3.4 Scope of the role**

(a) A Generalist Health Worker works within delegated model of care and will perform a range of duties in the delivery of primary health care services and community care. They will perform duties of a specific nature, or a range of duties designed to assist in the provision of health services in the professional, technical, clinical and administration work categories.

(b) A Generalist Health Worker will be able to:

(i) provide a range of health functions of a clinical, preventative, rehabilitative or promotional nature under the general direction of more senior employees,

(ii) work under supervision and direction, either individually or in a team or group using routine primary health care practices and procedures and established techniques or methods. Such tasks may include some of all of the following:

- assisting in the provision of comprehensive primary health care and education of clients, in conjunction with other members of the health care team,
- under instruction, assisting in the provision of standard medical treatments in accordance with established medical protocols,

## **Jirntangku Miyrta Enterprise Agreement 2024 - 2028**

- collecting and recording data from clients which will assist in the diagnosis and management of common medical problems and medical emergencies,
  - in line with policies and programs established by the health team, participate in educating and informing the community about preventative health measures; and
  - undertaking orientation and training programs as available,
- (iii) perform a range of additional tasks at a standard in accordance with the level of qualification held, to operate office and other equipment, which requires specific levels of skill, training and experience that are not subject to licensing and registration of other professions. Such services may include:
- first aid,
  - health education and promotion,
  - client support,
  - identification of health needs,
  - referral to other health professionals and other services,
  - advice and information,
  - other activities as required to meet identified health needs; and
  - advocacy,
- (iv) exercise judgement in deciding how tasks are performed and completed to ensure the quality standard of completed work; and
- (v) demonstrate good communication and interpersonal skills in client liaison advocacy and teamwork.

### **D.3.5 Required skills and knowledge**

- (a) A Generalist Health Worker will possess an ability to apply primary health care generalist knowledge, skills and demonstrated capacity to perform tasks, using defined techniques and knowledge under supervision.
- (b) A Generalist Health Worker will have:
- (i) good interpersonal skills and abilities to communicate with Aboriginal and/or Torres Strait Islander individuals, families and communities and network with other services and health professions,
  - (ii) demonstrated ability to apply knowledge and skills obtained from Certificate III in Aboriginal and/or Torres Strait Islander Primary HealthCare or equivalent; and
  - (iii) knowledge of confidentiality, ethics and duty of care in a primary healthcare and/or community services environment.

**D.4 Aboriginal and/or Torres Strait Islander Health Practitioner, Advanced Health Worker - Practice & Advanced Health Worker - Care - Grade 4**

The following three roles are classified at Grade 4:

**D.4.1 Aboriginal and/or Torres Strait Islander Health Worker Advanced (Advanced Health Worker - Practice)**

An Advanced Health Worker - Practice is a person who holds either a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care Practice or equivalent. The employee independently undertakes a full range of duties, including dealing with the most complex matters. An Advanced Health Worker - Practice performs their duties with little supervision and may work as a sole practitioner remote from the health service.

**D.4.2 Aboriginal and/or Torres Strait Islander Health Practitioner (Health Practitioner)**

A Health Practitioner who holds a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care Practice and holds current registration with the Australian Health Practitioner Regulation Agency (AHPRA) - Aboriginal and Torres Strait Islander Health Practice Board.

(NOTE: An Aboriginal and/or Torres Strait Islander Health Practitioner (protected title) are required by National legislation to maintain registration as a condition of their employment and hold a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care Practice and must be classified as no less than a Grade 4 Level 2).

**D.4.3 An Advanced Health Worker - Care** is a person who independently undertakes a full range of duties, including dealing with complex matters. An Advanced Health Worker - Care holds either a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care, or equivalent.

**D.4.4 Scope of the role: Advanced Health Worker - Practice and Health Practitioners**

Advanced Health Workers - Practice and Health Practitioners work at an advanced level with minimal supervision. The employee will:

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

**D.4.5 Required skills and knowledge: Advanced Health Worker - Practice and Health Practitioners**

Advanced Health Workers - Practice and Health Practitioners possess a well-developed knowledge and skills base and a capacity for self-directed application of primary health care service delivery. This will include:

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

**D.4.6 Range of activities: Advanced Health Worker - Practice and Health Practitioners**

Advanced Health Workers - Practice and Health Practitioners will undertake some or all or the following tasks:

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

(d) undertake health program care duties that may include but are not limited to:

- antenatal care,
- women's, men's, child and youth health,
- older peoples' health care,
- nutrition,
- substance abuse,
- health promotion,
- environmental health
- sexual health; and
- mental health,

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

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

#### **D.4.7 Scope of the role - An Advanced Health Worker - Care**

(a) In addition to the above, an Advanced Health Worker - Care is expected to work at an advanced level with minimal supervision.

(b) The employee will:

- (i) perform a range of tasks of a complex nature requiring training and experience at an advanced level,
- (ii) exercise judgement in deciding how tasks are performed and the quality standard of the work,
- (iii) manage allocated tasks and work with others to meet deadlines; and
- (iv) exercise good communication and interpersonal skills where client liaison advocacy and supervisory responsibilities apply.

#### **D.4.8 Required skills and knowledge - An Advanced Health Worker - Care**

An Advanced Health Worker - Care will possess a well-developed knowledge and skills base. This will include:

- (a) knowledge of social determinants of health affecting Aboriginal and/or Torres Strait Islander peoples,
- (b) demonstrated ability to apply knowledge and skills obtained from Certificate IV in Aboriginal and/or Torres Strait Islander Primary HealthCare (or equivalent),
- (c) interpersonal communication skills including client and community liaison, negotiation and networking,
- (d) ability to manage own work with limited supervision through the use of planning and time management showing initiative and a positive attitude; and
- (e) ability to advocate for Aboriginal and/or Torres Strait Islander health issues, network and demonstrate skills in verbal and written communication.

#### **D.4.9 Range of Activities - An Advanced Health Worker - Care**

An Advanced Health Worker - Care will undertake some or all of the following tasks:

- (a) advocate for the rights and needs of community members,
- (b) provide outreach services,
- (c) monitor a case plan; and
- (d) undertake community care duties that may include but are not limited to:
  - assist with initial diagnosis and needs analysis,
  - assist with pre-admission clinics,
  - assist with discharge planning,
  - interpreting services,
  - first point of contact counselling and referral,
  - developing and implementing community development programs,
  - health promotion programs; and
  - health education programs.

#### **D.5 Senior Health Worker, Senior Health Practitioner, Coordinator Care - Grade 5**

**D.5.1** The following roles are classified at Grade 5:

- (a) **Senior Health Worker** holds a Diploma in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent. The employee may be responsible for a small team of Aboriginal and/or Torres Strait Islander Health Workers at this level and will be required to hold expert knowledge of Aboriginal health issues, as well as assisting with the planning and supervision of other workers' duties.
- (b) **Senior Aboriginal and/or Torres Strait Islander Health Practitioner (Senior Health Practitioner)**. A Senior Health Practitioner will hold:
  - (i) a Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care Practice or other qualifications or experience deemed equivalent to be classified at this grade; and
  - (ii) current registration with the Australian Health Practitioner Regulation Agency (AHPRA) – Aboriginal and Torres Strait Islander Health Practice Board.
  - (iii) A Senior Health Practitioner required by State or Territory legislation to maintain registration as a condition of their employment who holds either a Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care Practice or equivalent will be classified as no less than a Grade 5 Level 2.

**(c) Aboriginal and/or Torres Strait Islander Health Worker Coordinator (Health Worker Coordinator)**

A Health Worker Coordinator holds either a Diploma or Advanced Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care or other qualifications or experience deemed equivalent to be classified at this grade.

**D.5.2 Scope of the role: Senior Health Workers**

The employee will:

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

**D.5.3 Required skills and knowledge: Senior Health Workers**

- (a) Senior Health Workers possess a well-developed knowledge and skills base and a capacity for self-directed application of primary health care service delivery. This will include:
  - (i) knowledge of social determinants of health affecting Aboriginal and/or Torres Strait Islander peoples,
  - (ii) ability to deliver primary health care programs in response to health needs of individuals, groups and communities,
  - (iii) clinical skills appropriate for the delivery of health assessments, community screening and primary health care intervention,
  - (iv) demonstrated ability to apply knowledge and skills obtained from Certificate IV in Aboriginal and/or Torres Strait Islander Primary HealthCare,
  - (v) interpersonal communication skills including client and community liaison, negotiation and networking,
  - (vi) ability to manage own work with limited supervision through the use of planning and time management showing initiative and a positive attitude,
  - (vii) ability to advocate for Aboriginal and/or Torres Strait Islander health issues, network and demonstrate skills in verbal and written communication; and
  - (viii) have Aboriginal and/or Torres Strait Islander knowledge and cultural skills-level 3.

#### **D.5.4 Range of activities: Senior Health Workers**

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

#### **D.5.5 Scope of the role: Senior Health Practitioner**

- (a) A Senior Health Practitioner works at a senior level and is responsible for the implementation, coordination management and evaluation of health programs and service delivery in one or more specialised programs or sub-programs.
- (b) A Senior Health Practitioner is expected to work at an advanced level in a specialised program or sub-program with broad direction and minimal supervision. The position will exercise accountability and responsibility for programs under their control, and for the quality standards of work produced.

#### **D.5.6 Required skills and knowledge: Senior Health Practitioner**

- (a) A Senior Health Practitioner will have:
- (i) demonstrated knowledge of Aboriginal and/or Torres Strait Islander cultures and their health needs, and the ability to develop strategies to address key outcome areas,
  - (ii) knowledge and understanding of the policies, guidelines and practice relevant to a specialised program area targeting Aboriginal and/or Torres Strait Islander peoples,
  - (iii) skills to incorporate evidence-based practice in health care at the program level, and facilitate delivery of specialised programs to the community,
  - (iv) ability to advocate for the rights and needs of community members and liaise with external stakeholders, including NGOs and other government organisation,
  - (v) ability to work autonomously and apply a high level of theoretical and applied knowledge in relation to program management,
  - (vi) high level communication and problem solving skills, with the ability to engage and negotiate with communities about program implementation and uptake,
  - (vii) ability to work in a cross cultural, multidisciplinary environment delivering specific program care,
  - (viii) ability to facilitate workshops and transfer knowledge of best practice in a specialist field to primary health care workers,
  - (ix) demonstrated ability to develop and maintain current knowledge in their program area; and
  - (x) Aboriginal and/or Torres Strait Islander knowledge and cultural skills – level 3.

#### **(b) Range of Activities: Senior Health Practitioner**

A Senior Health Practitioner will undertake some or all or the following tasks relating to the management and delivery of a specialist health program. Activities expected of this position may include:

- (i) undertake program management duties including:
  - developing operational program plans,
  - identifying performance indicators for health programs,
  - monitoring health programs,
  - establishing evaluation process for health programs,
  - managing resources for the delivery of a health care program,
  - producing community profile report and health needs analyses, and establishing mechanisms for stakeholder feedback; and
  - implementing quality control,
- (ii) within a delegated model of care, undertake clinical care duties which may include:
  - taking blood,
  - child and adult health checks,
  - immunisations,

- supervision of other Aboriginal and/or Torres Strait Islander Health Workers and Aboriginal and/or Torres Strait Islander Health Practitioners; and
  - safety measures and procedures,
- (iii)** undertake community care duties that may include:
- networking with other agencies and create partnerships,
  - developing at a policy level and implementing community development strategies,
  - implementing health promotion strategies,
  - representing their health service on national, state and regional level activities; and
  - providing mechanisms for community to advocate for the rights and needs of community members and program needs.

**(c) Scope of the role: Health Worker Coordinator**

A Health Worker Coordinator is expected to manage and coordinate at an advanced level in a specialised program or sub-program with broad direction and minimal supervision. The position will exercise accountability and responsibility for programs under their control, and for the quality standards of work produced.

**(d) Required skills and knowledge: Health Worker Coordinator**

A Health Worker Coordinator will have:

- (i)** demonstrated knowledge of Aboriginal and/or Torres Strait Islander culture and their health needs, and the ability to develop strategies to address key outcome areas,
- (ii)** knowledge and understanding of the policies, guidelines and practice relevant to a specialised program area targeting Aboriginal and Torres Strait Islander peoples,
- (iii)** skills to incorporate evidence-based practice in health care at the program level, and facilitate delivery of specialised programs to the community,
- (iv)** ability to advocate for the rights and needs of community members and liaise with external stakeholders, including NGOs and other government organisations,
- (v)** ability to work autonomously and apply a high level of theoretical and applied knowledge in relation to program management,
- (vi)** high level communication and problem solving skills, with the ability to engage and negotiate with communities about program implementation and uptake,
- (vii)** ability to work in a cross cultural, multidisciplinary environment delivering specific program care,
- (viii)** ability to facilitate workshops and transfer knowledge of best practice in a specialist field to primary health care workers,
- (ix)** demonstrated ability to develop and maintain current knowledge in their program area; and
- (x)** have Aboriginal and/or Torres Strait Islander knowledge and cultural skills-level 3.

**(e) Range of activities: Health Worker Coordinator**

A Health Worker Coordinator will undertake some or all of the following tasks relating to the management and delivery of a specialist health program. Activities expected of this position may include:

- (i)** undertake program management duties including:
  - developing operational program plans,
  - identifying performance indicators for health programs,
  - monitoring health programs,
  - establishing evaluation processes for health programs,
  - managing resources for the delivery of a health care program,
  - producing community profile report and health needs analyses, and establishing mechanisms for stakeholder feedback,
  - implementing quality control,
  - child and adult health checks,
  - supervision of other Aboriginal and/or Torres Strait Islander Health Workers and Aboriginal and/or Torres Strait Islander Health Practitioner; and
  - safety measures and procedures.
  
- (ii)** undertake community care duties that may include:
  - networking with other agencies and create partnerships,
  - developing at a policy level and implementing community development strategies,
  - implementing health promotion strategies,
  - representing their health service on national, state and regional level activities; and
  - providing mechanisms for community to advocate for the rights and needs of community members and program needs.

**D.6 Aboriginal Health Practitioner, Manager - Grade 6**

**D.6.1 An Aboriginal Health Practitioner, Manager will hold:**

- (a)** an Advanced Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care Practice or other related degree qualifications or experience deemed equivalent to be classified at this grade; and
- (b)** current registration with the Australian Health Practitioner Regulation Agency (AHPRA) - Aboriginal and Torres Strait Islander Health Practice Board.
- (c)** Entry levels for:
  - (i)** holders of an Advanced Diploma will be pay point 2,
  - (ii)** holders of a related Degree will be pay point 3.

#### **D.6.2 Scope of the role:**

An Aboriginal Health Practitioner Manager - Grade 6 is expected to manage at an advanced level in a specialised program or multiple-programs with broad direction and minimal supervision. The position will exercise management accountability and responsibility for programs under their control, and for the quality standards of work produced.

#### **D.6.3 Required skills and knowledge: Health Practitioner Manager**

- (a) A Health Practice Manager will have:
- (i) demonstrated knowledge of Aboriginal and/or Torres Strait Islander cultures and their health needs, and the ability to manage development of strategies to address key outcome areas,
  - (i) knowledge and understanding of the policies, guidelines and practice relevant to specialised program areas targeting Aboriginal and Torres Strait Islander peoples,
  - (ii) skills to incorporate evidence-based practice in health care at the program level, and facilitate delivery of specialised programs to the community,
  - (iii) ability to advocate for the rights and needs of community members and liaise with external stakeholders, including NGOs and other government organisations,
  - (iv) ability to work autonomously and apply a high level of theoretical and applied knowledge to program management,
  - (v) high level communication and problem solving skills, with the ability to engage and negotiate with communities about program implementation and uptake,
  - (vi) ability to work in a cross cultural, multidisciplinary environment delivering a range of care programs,
  - (vii) ability to facilitate workshops and transfer knowledge of best practice across a range of specialist fields to primary health care workers,
  - (viii) demonstrated ability to maintain a broad knowledge of emerging improvements in primary health care; and
  - (ix) have Aboriginal and/or Torres Strait Islander knowledge and cultural skills-level 3.

#### **D.6.4 Range of activities: Health Practice Manager**

- (a) A Health Worker Practitioner will undertake some or all or the following tasks relating to the management and delivery of a specialist health program. Activities expected of this position may include:
- (i) multiple program management including:
    - developing operational program plans,
    - identifying performance indicators for health programs,
    - monitoring health programs,
    - establishing evaluation processes for health programs,

## **Jirntangku Miyrta Enterprise Agreement 2024 - 2028**

- resourcing of a health care program,
- producing community profile report and health needs analyses, and establishing mechanisms for stakeholder feedback,
- implementing quality control,
- the quality of child and adult health checks,
- cultural safety of procedures.

(ii) manage community care services that may include:

- networking with other agencies, and partnerships,
- developing and implementing community development strategies,
- implementing health promotion strategies,
- representing KWHB on national, NT and regional level activities; and
- arranging mechanisms for community to advocate for the rights and needs of community members and program needs.

### **D.7 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 E - Aboriginal and Torres Strait Health Workers and Practitioners (AHP) - Salaries**

AHP salaries will be in accordance with the following schedule from the first pay period commencing on or after the applicable date in the following table:

|                      | Salary<br>1/10/24 | Salary<br>1/10/25 | Salary<br>1/10/26 | Salary<br>1/10/27 |
|----------------------|-------------------|-------------------|-------------------|-------------------|
| <b>AHP - Trainee</b> |                   |                   |                   |                   |
| Year 1               | \$51,132          | \$52,666          | \$54,246          | \$55,873          |
| Year 2               | \$52,351          | \$53,922          | \$55,539          | \$57,205          |
| <b>AHP - Level 1</b> |                   |                   |                   |                   |
| Year 1               | \$55,481          | \$57,145          | \$58,860          | \$60,626          |
| Year 2               | \$58,335          | \$60,085          | \$61,888          | \$63,744          |
| <b>AHP - Level 2</b> |                   |                   |                   |                   |
| Year 1               | \$61,324          | \$63,164          | \$65,059          | \$67,010          |
| Year 2               | \$64,345          | \$66,275          | \$68,264          | \$70,312          |
| Year 3               | \$67,506          | \$69,531          | \$71,617          | \$73,766          |
| Year 4               | \$70,878          | \$73,004          | \$75,194          | \$77,450          |
| Year 5               | \$74,374          | \$76,605          | \$78,903          | \$81,270          |
| <b>AHP - Level 3</b> |                   |                   |                   |                   |
| Year 1               | \$77,964          | \$80,303          | \$82,712          | \$85,193          |
| Year 2               | \$81,597          | \$84,045          | \$86,566          | \$89,163          |
| Year 3               | \$85,304          | \$87,863          | \$90,499          | \$93,214          |
| Year 4               | \$89,015          | \$91,685          | \$94,436          | \$97,269          |
| <b>AHP - Level 4</b> |                   |                   |                   |                   |
| Year 1               | \$92,726          | \$95,508          | \$98,373          | \$101,324         |
| Year 2               | \$93,958          | \$96,777          | \$99,680          | \$102,670         |
| Year 3               | \$97,668          | \$100,598         | \$103,616         | \$106,724         |
| <b>AHP - Level 5</b> |                   |                   |                   |                   |
| Year 1               | \$102,616         | \$105,694         | \$108,865         | \$112,131         |
| Year 2               | \$106,325         | \$109,515         | \$112,800         | \$116,184         |
| Year 3               | \$110,032         | \$113,333         | \$116,733         | \$120,235         |
| Year 4               | \$113,745         | \$117,157         | \$120,672         | \$124,292         |
| <b>AHP - Level 6</b> |                   |                   |                   |                   |
| Year 1               | \$116,213         | \$119,699         | \$123,290         | \$126,989         |
| Year 2               | \$119,926         | \$123,524         | \$127,229         | \$131,046         |
| Year 3               | \$123,627         | \$127,336         | \$131,156         | \$135,091         |

## Schedule F - Health Professionals (HP) - Classification definitions

The following list of common health professionals is indicative of Employees covered by these classification definitions:

|  |  |
|--|--|
| Acupuncturist                                  | Medical Librarian                            |
| Aromatherapist                                 | Medical Photographer/Illustrator             |
| Art Therapist                                  | Medical Record Administrator                 |
| Audiologist                                    | Medical Technician/Renal Dialysis Technician |
| Biomedical Engineer                            | Musculoskeletal Therapist                    |
| Biomedical Technologist                        | Music Therapist                              |
| Cardiac Technologist                           | Myotherapist                                 |
| Child Psychotherapist                          | Naturopathist                                |
| Chiropractor                                   | Nuclear Medicine Technologist (NMT)          |
| Client Advisor/Rehabilitation Consultant       | Occupational Therapist                       |
| Clinical Perfusionist                          | Oral Health Therapist                        |
| Community Development Worker                   | Orthoptist                                   |
| Counsellor                                     | Osteopath                                    |
| Dental Hygienist                               | Pastoral Carer                               |
| Dental Prosthetist                             | Pastoral Carer                               |
| Dental Therapist                               | Physiotherapist                              |
| Dietician                                      | Play Therapist                               |
| Diversional Therapist                          | Podiatrist                                   |
| Exercise Physiologist                          | Prosthetist/Orthotist                        |
| Genetics Counsellor                            | Psychologist                                 |
| Health Information Manager                     | Radiation Therapy Technologist (RTT)         |
| Homeopathist                                   | Recreation Therapist                         |
| Masseur, Remedial                              | Reflexologist                                |
| Medical Imaging Technologist (MIT) (including: | Research Technologist                        |
| - Medical Radiographer,                        | Medical Scientist                            |
| - Ultrasonographer,                            | Social Worker                                |
| - Magnetic Resonance Imaging Technologist,     | Sonographer                                  |
| - Nuclear Medicine Technologist, and           | Speech Pathologist                           |
| - Radiation Therapist.                         | Welfare Worker                               |
| Medical Laboratory Technician                  | Youth Worker                                 |

### F.1.1 Transitional arrangements and progression through pay points

(a) See clause 22.6 for transitional arrangements.

#### (b) Progression through level 1

Employees will enter at the relevant pay point and then progress through each pay point until they reach pay point €8 as follows:

- (i) for a full-time employee - annually; or
- (ii) for part-time or casual employees - after 1725 hours' experience.

#### (c) Progression through levels 2-4

Progression to the next pay point for all classifications for which there is more than one pay point will be:

- (i) for full-time employees - by annual movement; or
- (ii) for part-time or casual employees - after 1725 hours of similar experience,  
having regard to the acquisition and use of skills.

### **F.1.2 Health Professional - level 1**

- (a) Positions at level 1 are regarded as entry level health professionals and for initial years of experience.
- (b) This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by KWHB. It is also the level for the early stages of the career of a health professional.
- (c) **Aboriginal and/or Torres Strait Islander knowledge and cultural skills**

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

### **F.1.3 Health Professional - level 2**

- (a) A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.
- (b) At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.
- (c) **Aboriginal and/or Torres Strait Islander knowledge and cultural skills**

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

### **F.1.4 Health Professional - level 3**

- (a) A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.
- (b) An Employee at this level:
  - (i) works in an area that requires high levels of specialist knowledge and skill as recognised by KWHB,
  - (ii) is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes,

- (iii) may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline,
- (iv) is performing across a number of recognised specialties within a discipline,
- (v) may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities,
- (vi) may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system, and
- (vii) is responsible for providing support for the efficient, cost effective and timely delivery of services.

**(c) Aboriginal and/or Torres Strait Islander knowledge and cultural skills**

It is desirable that staff at this level have Aboriginal and/or Torres Strait Islander knowledge and cultural skills - level 3.

**F.1.5 Health Professional - level 4**

- (a) A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.
- (b) An Employee at this level:
  - (i) has a proven record of achievement at a senior level,
  - (ii) has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation,
  - (iii) may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met,
  - (iv) supervises staff where required, and
  - (v) is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

**(c) Aboriginal and/or Torres Strait Islander knowledge and cultural skills**

It is desirable that staff at this level have Aboriginal and/or Torres Strait Islander knowledge and cultural skills - level 3.

**Schedule G - Health Professionals (HP) - Salaries**

**G.1** HP salaries will be in accordance with the following schedule from the first pay period commencing on or after the applicable date:

|             | Salary<br>1/10/24 | Salary<br>1/10/25 | Salary<br>1/10/26 | Salary<br>1/10/27 |
|-------------|-------------------|-------------------|-------------------|-------------------|
| <b>HP 1</b> |                   |                   |                   |                   |
| Year 1      | \$68,911          | \$70,978          | \$73,108          | \$75,301          |
| Year 2      | \$71,384          | \$73,526          | \$75,731          | \$78,003          |
| Year 3      | \$73,949          | \$76,167          | \$78,452          | \$80,806          |
| Year 4      | \$76,608          | \$78,907          | \$81,274          | \$83,712          |
| Year 5      | \$79,369          | \$81,750          | \$84,202          | \$86,728          |
| Year 6      | \$82,230          | \$84,697          | \$87,238          | \$89,855          |
| Year 7      | \$85,196          | \$87,752          | \$90,385          | \$93,096          |
| Year 8      | \$88,271          | \$90,919          | \$93,647          | \$96,456          |
| <b>HP 2</b> |                   |                   |                   |                   |
| Year 1      | \$90,850          | \$93,576          | \$96,383          | \$99,274          |
| Year 2      | \$94,137          | \$96,961          | \$99,870          | \$102,866         |
| Year 3      | \$97,544          | \$100,470         | \$103,485         | \$106,589         |
| Year 4      | \$101,077         | \$104,109         | \$107,233         | \$110,450         |
| Year 5      | \$104,738         | \$107,880         | \$111,116         | \$114,450         |
| Year 6      | \$108,608         | \$111,867         | \$115,223         | \$118,679         |
| <b>HP 3</b> |                   |                   |                   |                   |
| Year 1      | \$111,960         | \$115,319         | \$118,778         | \$122,342         |
| Year 2      | \$116,104         | \$119,587         | \$123,174         | \$126,870         |
| Year 3      | \$120,397         | \$124,009         | \$127,729         | \$131,561         |
| Year 4      | \$125,390         | \$129,152         | \$133,026         | \$137,017         |
| Year 5      | \$129,793         | \$133,687         | \$137,698         | \$141,829         |
| <b>HP 4</b> |                   |                   |                   |                   |
| Year 1      | \$129,811         | \$133,705         | \$137,716         | \$141,848         |
| Year 2      | \$136,965         | \$141,074         | \$145,306         | \$149,666         |
| Year 3      | \$145,019         | \$149,369         | \$153,850         | \$158,466         |
| Year 4      | \$160,232         | \$165,039         | \$169,990         | \$175,090         |

## Schedule H - Administrative & General - Classification definitions

### H.1 Level 1

#### H.1.1 General description

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

#### H.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.

#### H.1.3 Direction given at this level

The work is done under close direction.

#### H.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.

#### H.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.

#### H.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.

#### **H.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.

#### **H.1.8 Qualifications**

Formal qualifications are not required at this level.

#### **H.1.9 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.

### **H.2 Level 2**

#### **H.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.

## **H.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.

## **H.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.

## **H.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.

## H.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.

## H.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,

## Jirntangku Miyrta Enterprise Agreement 2024 - 2028

- 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 tonnes, 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.

### **H.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.

### **H.2.8 Aboriginal knowledge and cultural skills**

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

### **H.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.

### **H.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.

### **H.3 Level 3**

#### **H.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.

#### **H.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.

**H.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.

**H.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.

**H.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.

**H.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.

### **H.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,
- provide advice and information to clients and staff, and
- 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.

**H.3.8 Aboriginal knowledge and cultural skills**

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

**H.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.

**H.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.

## **H.4 Level 4**

### **H.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.

### **H.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.

#### **H.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.

#### **H.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.

#### H.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 workflow, 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.

#### **H.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,
- 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 and 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,

## **Jirntangku Miyrta Enterprise Agreement 2024 - 2028**

- 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.

## **H.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,
  - 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, and
  - this would require personnel management, communication and liaison skills.

**H.4.8 Aboriginal knowledge and cultural skills**

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

**H.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.

**H.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.

## **H.5 Level 5**

### **H.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.

### **H.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.

### **H.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.

### **H.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.

### **H.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.

**H.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 according to statutory requirements,
- arrange payment of accounts and sundry debtor action,

## Jirntangku Myirta Enterprise Agreement 2024 - 2028

- coordinate and direct the staff of a team working in:
  - personnel and recruitment, or
  - finance and accounts, or
  - office service activities, or
  - 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 artwork,
- operate desk top publishing,
- inspect and report on office accommodation matters,
- assess the suitability of office equipment,
- analyse data, compile information, and 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,

## Jirntangku Myirta Enterprise Agreement 2024 - 2028

- 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.

### H.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 workflow,
- 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
- 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.

**H.5.8 Aboriginal knowledge and cultural skills**

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

**H.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, or
- an Associate Diploma with relevant experience, or
- lesser formal qualifications with substantial years of relevant experience, or
- qualifications attained through previous appointments/service and/or study or an equivalent level of expertise and experience to undertake the range of activities required.

### **H.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.

## **H.6 Level 6**

### **H.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.

### **H.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.

### **H.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 workflow 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.

### **H.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.

## H.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.

## H.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.

## H.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 workflow, 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.

## H.6.8 Aboriginal knowledge and cultural skills

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

### **H.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.

### **H.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.

## **H.7 Level 7**

### **H.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.

#### **H.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; or
- (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.

#### **H.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.

#### **H.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.

#### **H.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 workflow; 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,
    - overseeing and coordinating 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 workflow, 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.

#### **H.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) investigate 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.

## H.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 workflow,
  - 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.

**H.7.8 Aboriginal knowledge and cultural skills**

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

**H.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.

**H.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.

## **H.8 Level 8**

### **H.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.

### **H.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.

### **H.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.

### **H.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.

### **H.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, workload, 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.

#### **H.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.

### **H.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.

### **H.8.8 Aboriginal knowledge and cultural skills**

It is highly desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills - level 3.

### **H.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.

### **H.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 I - Administrative & General - Salaries

**I.1** Administrative & General salaries will be in accordance with the following schedule from the first pay period commencing on or after the applicable date:

|                        | Salary<br>1/10/24 | Salary<br>1/10/25 | Salary<br>1/10/26 | Salary<br>1/10/27 |
|------------------------|-------------------|-------------------|-------------------|-------------------|
| <b>A&amp;G Level 1</b> |                   |                   |                   |                   |
| Year 1                 | \$55,948          | \$57,626          | \$59,355          | \$61,136          |
| Year 2                 | \$56,775          | \$58,478          | \$60,233          | \$62,040          |
| Year 3                 | \$57,595          | \$59,323          | \$61,103          | \$62,936          |
| Year 4                 | \$58,423          | \$60,176          | \$61,981          | \$63,840          |
| Year 5                 | \$59,494          | \$61,279          | \$63,117          | \$65,011          |
| Year 6                 | \$60,727          | \$62,549          | \$64,425          | \$66,358          |
| <b>A&amp;G Level 2</b> |                   |                   |                   |                   |
| Year 1                 | \$61,497          | \$63,342          | \$65,242          | \$67,199          |
| Year 2                 | \$63,080          | \$64,972          | \$66,922          | \$68,929          |
| Year 3                 | \$64,347          | \$66,277          | \$68,266          | \$70,314          |
| Year 4                 | \$65,631          | \$67,600          | \$69,628          | \$71,717          |
| Year 5                 | \$66,952          | \$68,961          | \$71,029          | \$73,160          |
| <b>A&amp;G Level 3</b> |                   |                   |                   |                   |
| Year 1                 | \$68,614          | \$70,672          | \$72,793          | \$74,976          |
| Year 2                 | \$69,946          | \$72,044          | \$74,206          | \$76,432          |
| Year 3                 | \$71,296          | \$73,435          | \$75,638          | \$77,907          |
| Year 4                 | \$74,050          | \$76,272          | \$78,560          | \$80,916          |
| <b>A&amp;G Level 4</b> |                   |                   |                   |                   |
| Year 1                 | \$77,707          | \$80,038          | \$82,439          | \$84,913          |
| Year 2                 | \$79,147          | \$81,521          | \$83,967          | \$86,486          |
| Year 3                 | \$81,620          | \$84,069          | \$86,591          | \$89,188          |
| Year 4                 | \$84,097          | \$86,620          | \$89,219          | \$91,895          |
| Year 5                 | \$86,571          | \$89,168          | \$91,843          | \$94,598          |
| Year 6                 | \$89,170          | \$91,845          | \$94,600          | \$97,438          |
| <b>A&amp;G Level 5</b> |                   |                   |                   |                   |
| Year 1                 | \$92,143          | \$94,907          | \$97,755          | \$100,687         |
| Year 2                 | \$94,540          | \$97,376          | \$100,297         | \$103,306         |
| Year 3                 | \$96,940          | \$99,848          | \$102,844         | \$105,929         |
| <b>A&amp;G Level 6</b> |                   |                   |                   |                   |
| Year 1                 | \$101,239         | \$104,276         | \$107,404         | \$110,627         |
| Year 2                 | \$105,219         | \$108,376         | \$111,627         | \$114,976         |
| Year 3                 | \$109,196         | \$112,472         | \$115,846         | \$119,321         |

**Jirntangku Miyrta Enterprise Agreement 2024 - 2028**

|                        |           |           |           |           |
|------------------------|-----------|-----------|-----------|-----------|
| Year 4                 | \$113,174 | \$116,569 | \$120,066 | \$123,668 |
| <b>A&amp;G Level 7</b> |           |           |           |           |
| Year 1                 | \$117,474 | \$120,998 | \$124,628 | \$128,367 |
| Year 2                 | \$121,674 | \$125,324 | \$129,084 | \$132,956 |
| <b>A&amp;G Level 8</b> |           |           |           |           |
| Year 1                 | \$126,339 | \$130,129 | \$134,033 | \$138,054 |
| Year 2                 | \$131,338 | \$135,278 | \$139,336 | \$143,517 |

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**SIGNATORIES TO AGREEMENT**

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

*Sinon Cooney*

in Katherine on this 14th day of July

2025, in the presence of:

Full name: Sinon Cooney )

Address: 38 First Street, Katherine NT 0850 )

*ahy*

Cindy Fahey )

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

*R Frith*

in Katherine on this 14th day of July

2025, in the presence of:

Full name: Roslyn Frith )

Address: 38 First Street, Katherine NT 0850 )

*ahy*

Cindy Fahey )

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

*C Hatcher*

in Darwin on this 3rd day of JULY 2025

2025, in the presence of:

Full name: Catherine Ruth Hatcher )

*SHANE KLEIN PH0408846689*

Address: 16 Caryota Court, )

*[Signature]*

Coconut Grove NT )  
0812 )

Signed by: *[Signature]* )  
United Workers Union )  
Employee Bargaining Representative )  
38 Woods Street, Darwin NT 0800 )

Jenny Burgoyne

*J. Burgoyne*

in Darwin on this 7th July day of 2025  
Melbourne

7th July 2025, in the presence of:

Full name: Lyndal Ryan - Director United Workers Union )

Address: 833 Bourke Street Docklands Vic 3008 )

## Annexure A - Undertakings

### THE FAIR WORK COMMISSION

FWC Matter No: 2025/2289

**Applicant:** Katherine West Health Board Aboriginal Corporation

### **Section 185 - Application for approval of a single enterprise agreement** (undertaking - Section 190)

I, Sinon Cooney, Chief Executive Officer of the Applicant, give the following undertakings with respect to the Jirntangku Miyrta Enterprise Agreement 2024 - 2028 (the Agreement), which is the subject of the application for approval:

- I have the authority of the Katherine West Health Board Aboriginal Corporation to provide the following undertakings for the purpose of the application of approval of the Agreement, and
- The undertakings will apply as a statutory term of the Agreement.

#### **1. Definition of shiftworker**

Clause 2.9 is amended as follows:

- 2.9** “Shiftworker” means an employee who works on a regular shift cycle, which includes, afternoon, night, or weekend shifts and has application for the purpose of the NES in relation to defining shiftworker.

#### **2. Annual leave - cashing out:**

Clause 39.8(b)(i) is amended as follows:

- (i) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between KWHB and the employee,

#### **3. Personal leave - carer’s leave:**

Paragraph 1 of clause 39.1 is amended as follows:

- 39.1** 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 or an unexpected emergency, will be entitled to paid personal/carers’ leave subject to the following:

#### **4. Overtime - Exclusions or Reductions:**

Clause 37.1(c) is amended as follows:

- (c) All overtime 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 applicable ordinary rate thereafter, except for employees in or above the classifications listed in the table below, who will be paid a maximum over-time rate calculated on the applicable ordinary hours rate shown in the table or the applicable Award overtime rate, whichever is the higher:

**5. Classification Matching AHP-Trainee:**

Schedule E# is amended as follows:

**Schedule E - Aboriginal and Torres Strait Health Workers and Practitioners (AHP) - Salaries**

AHP salaries will be in accordance with the following schedule from the first pay period commencing on or after the applicable date in the following table:

|                      | Salary<br>1/10/24 | Salary<br>1/10/25 | Salary<br>1/10/26 | Salary<br>1/10/27 |
|----------------------|-------------------|-------------------|-------------------|-------------------|
| <b>AHP - Grade 1</b> |                   |                   |                   |                   |
| Year 1               | \$51,132          | \$52,666          | \$54,246          | \$55,873          |
| Year 2               | \$52,351          | \$53,922          | \$55,539          | \$57,205          |
| <b>AHP - Grade 2</b> |                   |                   |                   |                   |
| Year 1               | \$55,481          | \$57,145          | \$58,860          | \$60,626          |
| Year 2               | \$58,335          | \$60,085          | \$61,888          | \$63,744          |
| <b>AHP - Grade 3</b> |                   |                   |                   |                   |
| Year 1               | \$61,324          | \$63,164          | \$65,059          | \$67,010          |
| Year 2               | \$64,345          | \$66,275          | \$68,264          | \$70,312          |
| Year 3               | \$67,506          | \$69,531          | \$71,617          | \$73,766          |
| Year 4               | \$70,878          | \$73,004          | \$75,194          | \$77,450          |
| Year 5               | \$74,374          | \$76,605          | \$78,903          | \$81,270          |
| <b>AHP - Grade 4</b> |                   |                   |                   |                   |
| Year 1               | \$77,964          | \$80,303          | \$82,712          | \$85,193          |
| Year 2               | \$81,597          | \$84,045          | \$86,566          | \$89,163          |
| Year 3               | \$85,304          | \$87,863          | \$90,499          | \$93,214          |
| Year 4               | \$89,015          | \$91,685          | \$94,436          | \$97,269          |
| <b>AHP - Grade 5</b> |                   |                   |                   |                   |
| Year 1               | \$92,726          | \$95,508          | \$98,373          | \$101,324         |
| Year 2               | \$93,958          | \$96,777          | \$99,680          | \$102,670         |
| Year 3               | \$97,668          | \$100,598         | \$103,616         | \$106,724         |
| <b>AHP - Grade 6</b> |                   |                   |                   |                   |
| Year 1               | \$102,616         | \$105,694         | \$108,865         | \$112,131         |
| Year 2               | \$106,325         | \$109,515         | \$112,800         | \$116,184         |
| Year 3               | \$110,032         | \$113,333         | \$116,733         | \$120,235         |
| Year 4               | \$113,745         | \$117,157         | \$120,672         | \$124,292         |

**6. Changes to rosters:**

Clause 33.3 is amended as follows:

**33.3** The roster cycle at health centres where shift work is performed will be for 28 day periods. The roster will be provided to Employees 14 days in advance. KWHB will provide at least 7 working days' notice of any changes to the roster, except in unforeseen circumstances or emergencies such as those outlined in clause 33.6.

**7. Ceremonial leave**

Clause 41 is amended as follows:

**41. Ceremonial leave**

**41.1** An employee who is necessarily absent from work for ceremonial purposes will be entitled to up to 10 days of unpaid leave during the first year of employment to attend to ceremonial obligations. This leave will be non-cumulative. The Board has delegation for approval of this leave.

**41.2** An employee with 12 months of continuous service who is necessarily absent from work for ceremonial purposes will be entitled to up to 10 days of paid leave per calendar year to attend to ceremonial obligations. This leave will be non-cumulative. The Board has delegation for approval of this leave.

**41.3** By agreement with the Board, leave may be extended by a further period of unpaid leave. Unpaid leave extended by more than 5 consecutive working days in addition to paid leave approved under clause 41.2 will not be included for any purpose as part of an employee's period of service.

**8. Higher Duties**

Clause 27 is amended as follows:

**27. Higher duties**

**27.1** An employee engaged for one day or more during any pay period on duties carrying a higher rate than their ordinary classification will be paid an allowance equal to the difference between the rate of pay for their ordinary classification and the minimum rate of pay for the higher classification.

**27.2** 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 formally 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.

**27.3** 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.

**9. Classification Matching - Level 1 Health Professionals**

Schedule G is amended as follows:

**Schedule G - Health Professionals (HP) - Salaries**

**G.1** HP salaries will be in accordance with the following schedule from the first pay period commencing on or after the applicable date:

|                                       | Salary<br>1/10/24 | Salary<br>1/10/25 | Salary<br>1/10/26 | Salary<br>1/10/27 |
|---------------------------------------|-------------------|-------------------|-------------------|-------------------|
| <b>HP 1</b>                           |                   |                   |                   |                   |
| Pay point 1 - UG2 entry               | \$68,911          | \$70,978          | \$73,108          | \$75,301          |
| Pay point 2 - 3 year degree<br>entry  | \$71,384          | \$73,526          | \$75,731          | \$78,003          |
| Pay point 3 - 4 year degree<br>entry  | \$73,949          | \$76,167          | \$78,452          | \$80,806          |
| Pay point 4 - Masters<br>degree entry | \$76,608          | \$78,907          | \$81,274          | \$83,712          |
| Pay point 5 - PhD entry               | \$79,369          | \$81,750          | \$84,202          | \$86,728          |
| Pay point 6                           | \$82,230          | \$84,697          | \$87,238          | \$89,855          |
| Pay point 7                           | \$85,196          | \$87,752          | \$90,385          | \$93,096          |
| Pay point 8                           | \$88,271          | \$90,919          | \$93,647          | \$96,456          |
| <b>HP 2</b>                           |                   |                   |                   |                   |
| Pay point 1                           | \$90,850          | \$93,576          | \$96,383          | \$99,274          |
| Pay point 2                           | \$94,137          | \$96,961          | \$99,870          | \$102,866         |
| Pay point 3                           | \$97,544          | \$100,470         | \$103,485         | \$106,589         |
| Pay point 4                           | \$101,077         | \$104,109         | \$107,233         | \$110,450         |
| Pay point 5                           | \$104,738         | \$107,880         | \$111,116         | \$114,450         |
| Pay point 6                           | \$108,608         | \$111,867         | \$115,223         | \$118,679         |
| <b>HP 3</b>                           |                   |                   |                   |                   |
| Pay point 1                           | \$111,960         | \$115,319         | \$118,778         | \$122,342         |
| Pay point 2                           | \$116,104         | \$119,587         | \$123,174         | \$126,870         |
| Pay point 3                           | \$120,397         | \$124,009         | \$127,729         | \$131,561         |
| Pay point 4                           | \$125,390         | \$129,152         | \$133,026         | \$137,017         |
| Pay point 5                           | \$129,793         | \$133,687         | \$137,698         | \$141,829         |
| <b>HP 4</b>                           |                   |                   |                   |                   |
| Pay point 1                           | \$129,811         | \$133,705         | \$137,716         | \$141,848         |
| Pay point 2                           | \$136,965         | \$141,074         | \$145,306         | \$149,666         |
| Pay point 3                           | \$145,019         | \$149,369         | \$153,850         | \$158,466         |
| Pay point 4                           | \$160,232         | \$165,039         | \$169,990         | \$175,090         |

## 10. Overtime - casual employees:

Clause 19.2 is amended as follows:

### 19.2 Casual employment

- (b) “Casual employment” means a person engaged by the hour and paid on an hourly basis that includes a loading of 25% for ordinary hours of work, which is in compensation for non-entitlement to any of the forms of paid leave of absence under the terms of this Agreement.
- (c) Overtime rates of pay will apply to work performed outside of the 7:00 a.m. to 7:00 p.m. Monday to Friday span of ordinary hours or for more than 7.5 hours per day.
- (d) Casual rates of overtime pay will be as follows:
  - 175% of the applicable ordinary hours of work rate for the employees classification for the first 3 hours for overtime performed on Monday to Friday and Saturday,
  - 225% of the applicable ordinary hours of work rate for the employees classification for overtime performed after the first 3 hours on Monday to Saturday and Sunday,
  - 275% of the applicable ordinary hours of work rate for the employees classification for overtime performed on a public holiday.
- (e) Casual employees will be given one hour’s notice of termination of employment.
- (f) The minimum period of engagement of a casual employee is 3 hours.
- (g) The provisions of clauses 20.1(a) - Termination of Employment and 21 - Redundancy do not apply to casual employment.

### (h) Changes to casual employment status

A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of [the Act](#).

Note: Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of [the Act](#) and/or under clause 18 - Dispute resolution.

## 11. Public Holiday Penalties:

Clause 49.5 is amended as follows:

- 49.5 For all time worked on a public holiday an employee will be paid at 250% of the ordinary hours of duty rate for the applicable classification.

## 12. Free From Duty Days:

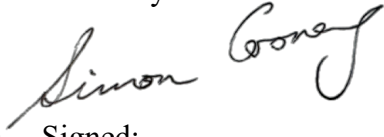
Clause 33.2 is amended as follows:

- 33.2 Ordinary hours for shift workers may be worked by weekly employees on any 10 days per fortnight. Wherever practicable, Employees will be provided with 2 of the 4 rest days on consecutive days in each fortnight.

**13. Agreement silent or inconsistent with a safety net Award:**

Where the terms of the Agreement are silent or inconsistent with an entitlement conferred by the Aboriginal and Torres Strait Islander Health Workers and Practitioners and Aboriginal Community Controlled Health Services Award 2020, the Nurses Award 2020 or the Health Professionals and Support Services Award 2020 for a particular employee's classification, KWHB undertakes to pay the affected employee in accordance with the Award entitlement that would have applied but for the Agreement, if such an occasion arises.

Authorised signatory: Simon Cooney  
Authority: Chief Executive Officer

A handwritten signature in black ink that reads "Simon Cooney". The signature is written in a cursive style with a large, sweeping "S" and a long, trailing "y".

Signed:

On the 7<sup>th</sup> day of August 2025