



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Nunkuwarrin Yunti of SA Inc
(AG2013/5518)

NUNKUWARRIN YUNTI OF SOUTH AUSTRALIA INC ENTERPRISE AGREEMENT 2012

Health and welfare services

SENIOR DEPUTY PRESIDENT
O'CALLAGHAN

ADELAIDE, 28 MARCH 2013

Nunkuwarrin Yunti of South Australia Inc Enterprise Agreement 2012.

[1] An application has been made for approval of an enterprise agreement known as the *Nunkuwarrin Yunti of South Australia Inc Enterprise Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Nunkuwarrin Yunti of SA Inc. The Agreement is a single-enterprise agreement.

[2] The employer has provided an undertaking in the following terms:

Clause 5 (Parties Bound) of the agreement is meant to cover:

1. Executive employees (including the Chief Executive Officer) and other senior appointments that are subject to 'common law' employment arrangements.
2. Medical and Dental Officers, who are also employed under 'common law' arrangements.

There is no other Enterprise Agreement for employees of the organisation and there is no intention to allow employees to 'opt out' of the Agreement."

[3] As a result, the above undertaking is taken to be a term of the Agreement. A full copy of advice provided by the employer is attached to the Agreement as Attachment A.

[4] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 April 2013. The nominal expiry date of the Agreement is 30 June 2016.



SENIOR DEPUTY PRESIDENT

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**NUNKUWARRIN YUNTI OF
SOUTH AUSTRALIA INC**

ENTERPRISE AGREEMENT 2012

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. Title

The title of this Agreement is the Nunkuwarrin Yunti of South Australia Inc Enterprise Agreement 2012.

2. Arrangement

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3. AIMS AND OBJECTIVES OF AGREEMENT

The parties to this Agreement share the following aims and objectives:

3.1 Industrial Relations Environment and Practices

- 3.1.1 To promote adherence to the provisions of this Agreement.
- 3.1.2 To develop an environment where all parties are involved in decision-making processes and committed to cooperation in order to improve productivity.
- 3.1.3 To harmonise the concept of Aboriginal self-management with good industrial relations practices and to develop enhanced and culturally appropriate working conditions.

3.2 Training and Development

- 3.2.1 To encourage and develop a high level of skill, innovation and excellence amongst employees of the organisation through the provision of training and skills improvement programs utilising performance agreement and development reviews.
- 3.2.1 To enhance career opportunities for employees.

3.3 Security of Employment

- 3.3.1 To avert and minimise the loss of employment resulting from reduction to the organisation's funding as far as is practical.
- 3.3.2 To implement any necessary redundancies fairly while maintaining a focus on operational requirements.

4. DATE AND PERIOD OF OPERATION

- 4.1 This Agreement shall operate from the seventh day after the date specified on the notice from Fair Work Australia.
- 4.2 The Agreement shall remain in force until 30 June 2016 unless terminated or varied by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Fair Work Act 2009.
- 4.3 The parties to this Agreement agree that negotiations for a new Agreement should commence three (3) months prior to the expiration of this Agreement. If Agreement is not reached on a renegotiated Agreement at the expiration of this Agreement, the Agreement will continue in force until superseded or rescinded.

5. PARTIES BOUND

This Agreement binds:

- Nunkuarrin Yunti of South Australia Inc
- Australian Nursing Federation South Australian Branch ('ANF')
- Australian Municipal Administrative Clerical and Services Union (SA and NT Branch)

- All persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement, unless an employee is subject to another employment arrangement.

6. DEFINITIONS

In this Agreement:

- 'Act' means the Fair Work Act 2009.
- 'Agreement' means the Nunkuwarrin Yunti of South Australia Inc Enterprise Agreement 2012.
- 'Employee' means a person a person employed in a capacity encompassed by this Agreement within Nunkuwarrin Yunti of SA Inc. This includes but is not limited to employees paid by Nunkuwarrin Yunti of SA Inc who work in:
- Aboriginal Primary Health Care Assistance and Social Health Care Programs
 - Aboriginal Community Health Worker, Community Health Worker and Health Practitioners, Aboriginal Community Health Counsellor or Community Counsellor functions
 - Aboriginal Workforce Development and Support
 - Aboriginal Health Research and Organisational Development
 - Corporate and administrative support functions
 - Nursing functions as part of Aboriginal Primary Health Care Assistance Programs
- 'Employer';
'The Organisation' means Nunkuwarrin Yunti of SA Inc.
- 'Executive Management' means the positions of Chief Executive Officer (CEO), Executive Manager Health Services, Executive Manager Cultural Liaison/Special Projects and Executive Manager Corporate Services, (or such positions as may succeed them or be added during the life of this Agreement);
- 'FWA' means Fair Work Australia.
- 'Middle Managers' means the positions appointed to be responsible for the management and conduct of programs and services on a daily basis and remunerated outside of this Agreement (or such positions as may succeed them or be added during the life of this Agreement).
- 'NES' means the National Employment Standards from the Fair Work Act 2009.
- 'Parties' mean the parties referred to in Clause 5 of this Agreement.
- 'Union' means the Australian Nursing Federation – ANF, and the Australian Municipal Administrative Clerical and Services Union (SA and NT Branch) - ASU, organisations of employees registered pursuant to the Act.

7. EMPLOYER'S POLICIES

This Agreement is supported and supplemented by the employer's policies as varied from time to time. If there is any difference between an employer's policy and this Agreement, the Agreement will prevail.

8. FLEXIBILITY TERM

(a) The employer 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:

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

(b) The employer must ensure that the terms of the individual flexibility arrangement:

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

(c) The employer must ensure that the individual flexibility arrangement:

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

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

PART 2 - CLASSIFICATION OF POSITIONS

9. CLASSIFICATION STRUCTURE

Nunkuwarnin Yunti classifies positions under this Agreement in accordance with the Classification Characteristics set out in Schedules 4 and 5 under the broad categories of Corporate Services and Health Services. Nursing Classification Characteristics are set out in Schedule 6.

The wages payable under this agreement are contained in Schedules 1, 2 and 3.

9.3 RECLASSIFICATION PROCEDURE

9.3.1 The parties agree that positions within Nunkuwarnin Yunti will be classified in accordance with the principles of work value. The following procedure is agreed to facilitate an employee seeking review of the classification of their position.

9.3.2 An employee may seek reclassification of the position which she or he occupies.

9.3.3 If seeking reclassification the employee must:

- Obtain confirmation through the Manager that the job and person description is accurate and up to date. The Manager will seek the Chief Executive Officer's Approval and advise the employee accordingly.
- Should a job and person description be determined as out of date, the Manager in consultation with the employee is responsible for updating it and obtaining Chief Executive Officer approval.
- Submit a written claim with specific reference to the classification definitions contained in this Agreement.

9.3.4 The employer will examine the claim, make a decision and respond to the employee within one calendar month of a completed claim being submitted. If the claim is incomplete or requires clarification, the employer will seek further information within a reasonable time.

9.3.5 Reclassification takes effect from the date the employee lodges the initial written application with the employer, provided the application meets the requirements detailed in sub-clause 19.3. In the case of new duties being performed, the date of operation will be the date the Chief Executive Officer approves those duties.

9.3.6 Reclassification will not be approved if the duties proposed exceed the operational requirements of the employer.

9.3.7 If an employee disagrees with the employer's decision, he or she may use the dispute resolution process contained in clause 43.

PART 3 - WAGES AND RELATED MATTERS

10. SALARY INCREASE

- 10.1 The rates of pay for employees engaged under this Agreement as shown in the 'Current Annual Wage Effective 1/2/11' column of Schedules 1,2 and 3 will be increased by 3% with effect from the first full pay period on or after 1 July 2012.
- 10.2 The rates will be increased by 2% per annum from the first full pay period on or after 1 July of each subsequent year of the Agreement.
- 10.3 If during the life of this Agreement further funding becomes available that can be used to negotiate a salary increase, those funds will be flowed on to staff to the maximum possible extent and from the date those funds apply.
- 10.3 The rates of pay payable under this Agreement are attached as Schedules 1, 2 and 3.

11. RATES OF PAY

- 11.1 In classifying an employee, the employer shall observe the procedure contained in Schedules 4, 5 or 6 of this Agreement for the classification in which the employee is employed and apply the appropriate salary level as prescribed in Wages Schedules 1, 2 or 3. On initial appointment, the employer shall give recognition to an employee's previous relevant experience in order to ascertain an appropriate commencement salary.
- 11.2 Every employee on commencement and on promotion will be provided with a job description which sets out the objective of the position, key responsibilities, a summary of the duties and the skills, training, knowledge and education required to perform the position to which the employee has been appointed or promoted.
- 11.3 Prior to any changes to job descriptions being implemented the employer shall hold discussions with the employee about the proposed changes.
- 11.4 Duties within Skill, Competency and Training
- (i) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.
 - (ii) The employer may direct an employee to carry out such duties and use the equipment as may be required provided that the employee has been properly trained in the use of the equipment.
 - (iii) Any direction issued by the employer pursuant to subclause 10.4(i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

12. PAYMENT OF WAGES

- 12.1 Unless there is an express contract to the contrary, wages shall be paid fortnightly.
- 12.2 Where for the purpose of any provision of this Agreement it is necessary to convert an annual wage into an hourly rate, it shall in every instance be ascertained by using the following formula:

Multiply the Annual Wage by twelve, divide by 313, and calculate to the nearest ten cents and divide by 76.

- 12.3 All wages shall be paid fortnightly by electronic transfer in accordance with the arrangements determined by the employer and not more than five days following the end of the pay period. The pay day selected, once agreed, must not be changed without the agreement of a majority of the employees.
- 12.4 The employer will supply each employee with a written form at the time when wages are paid that meets the requirements of the Act.

13. HIGHER DUTIES

An employee required by the employer to perform all or substantially all the duties of a higher position for fifteen (15) consecutive days or more shall be paid at the higher rate of pay appropriate to the position.

14. ALLOWANCES

Travel and other allowances will be paid in accordance with Schedule 8.

15. CONTINUOUS SERVICE

15.1 Maintenance of Continuous Service

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

- 15.1.1 absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.
- 15.1.2 absence of the employee from work for any cause by leave of the employer.
- 15.1.3 absence from work on account of illness, disease or injury.
- 15.1.4 absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- 15.1.5 interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement, the Act or the SA Long Service Leave Act 1987.
- 15.1.6 interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- 15.1.7 transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.
- 15.1.8 interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.
- 15.1.9 any other absence from work for any reason other than those referred to in this clause unless written notice is given by the employer that the absence from work

is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

15.2 Calculation of Period of Service

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

16. INCREMENT PROGRESSION

- 16.1 Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and use of skills. To ensure clarity this means that progression to the next pay point will be on the anniversary of each employee's employment, subject to any unpaid leave an employee may have taken.

17. SALARY PACKAGES

- 17.1 Employees are entitled to access salary packaging arrangements with the employer by arranging a salary sacrifice of up to the limit described in Schedule 5 of this Agreement. Salary packages will apply for the life of this Agreement whilst the employer retains its current fringe benefits tax exemption.
- 17.2 Any entitlement to payment of overtime, leave loading, shift allowances or the calculation of occupational Superannuation will be based on the Gross amount of Salary before packaging.
- 17.3 Salary packaging arrangements will be as provided in the Schedule.
- 17.4 Should salary packaging have to be altered in a substantial way as a consequence of loss of Fringe Benefits Tax status or by legislative change, the terms of this Agreement shall be open to renegotiation.

18. SUPERANNUATION AND CHOICE OF FUNDS

The employer will contribute to the nominated superannuation fund, such amount as is prescribed by legislation, on behalf of each employee. These contributions will be based on the employee's ordinary time earnings.

18.1 Definitions

- 18.1.1 '**Fund**' means any other superannuation scheme registered and approved by the Insurance and Superannuation Commission.
- 18.1.2 '**Ordinary Time Earnings**' means, for the purposes of the Superannuation Guarantee (Administration) Act 1992, an employee's classification rate in accordance with this Agreement
- 18.1.3 '**Regular Employee**' means an employee who is employed on a regular basis for not less than an average of 8 hours per week. For the purpose of determining the regularity or otherwise of employment, regard must be given to any period of 4 weeks.

- 18.2 The employer will ensure an employee becomes and remains, whilst employed, a member of the Fund or Alternative Fund.

If the employee does not nominate their choice of fund, the default fund will be The Aboriginal Sobriety Group and Nunkuwarnin Yunti Superannuation Fund.

PART 4 - HOURS OF WORK

19. ORDINARY HOURS

The parties agree that:

- 19.1 The maximum ordinary hours of work is an average of 38.00 hours per week.
- 19.2 The span of ordinary hours to be worked by employees located within the employer's premises will be between the hours of 8.00 am and 8.00 pm, Monday to Friday.
- 19.3 Employees will be required to work their ordinary eight (8) hours per day within this span.
- 19.4 Core working times may vary in different sections or Teams within the organisation.
- 19.5 Normal business hours are from 9.00am to 5.00pm Monday to Friday and Nunkuwarnin Yunti premises will be open to clients and the public between these hours. Whilst core times may vary in different sections, Managers are required to ensure that any section that has direct client/public contact has staff available during these hours.

20. PRINCIPLES FOR APPLYING WORKING ARRANGEMENTS

- 20.1 Maintaining operational efficiency and satisfying client needs will be the primary consideration.
- 20.2 Each Program and/or Section will adopt one of these work cycles for core times:
- 38 hours over seven days
 - 76 hours over two weeks
 - 114 hours over three weeks
 - 152 hours over four weeks.
- 20.2.1 Process for deciding core hours of duty**
- (i) Managers will consult all employees in their area and agreement reached on arrangements. These arrangements must include a set amount of time for meal breaks.
- (ii) If arrangements are agreed at Section level they will be submitted to Executive Management for approval.
- (iii) If the Manager decides that there is not reasonable prospect of agreement at that level, the dispute procedure at Clause 43 will apply.
- 20.3 Ordinary hours must not exceed an average of 38 hours per week over a work cycle period. Additional Hours provisions apply to work beyond these hours. Work outside the span of ordinary hours will attract Time Off In Lieu (TOIL) in accordance with clause 21. TOIL will not be accumulated unless the requirement to work has been approved before employees work it, or as necessary in an emergency situation.

- 20.4 The standard operating hours are 8.30am and 5.00pm Monday to Friday. Employees may accrue **Additional Hours (AH)** for work outside these hours. An employee seeking to work additional hours must have their Manager's approval.

20.4.1 Valid reasons for working Additional Hours

Valid reasons for employees to work additional hours (AH) within the span of hours include, but are not limited to:

- Clinics at all locations.
- Prearranged transport of clients.
- Administrative work such as preparing reports and submissions, as approved by the line manager.
- Approved emergency visits to hospitals, institutions and homes.
- Extra travel time to and from home when attending locations other than their normal work location.

20.5 Each Program must have clear arrangements for approving Additional Hours including in emergency circumstances. Managers will advise all staff in their areas of these arrangements after consulting them. Where the Manager and the employee cannot reach agreement, the employee may have access to grievance procedures.

20.6 Employees may, with approval, regularly work more than eight ordinary hours within the agreed span. These must not exceed twelve hours.

20.7 Having regard to 20.1, the parties acknowledge that where possible, working arrangements should enable employees to balance their working hours and external commitments.

21. TIME OFF IN LIEU OF OVERTIME (TOIL)

21.1 The Organisation will offer TOIL in lieu of paid overtime as follows:

- (i) TOIL applies where irregular extra hours are required to be worked.
- (ii) TOIL is not to be confused with working Additional Hours.
- (iii) TOIL is recognised only when the additional hours are approved by the employee's Manager prior to the employee working the extra time.
- (iv) A TOIL Request Form must be completed and authorised by the employee's Manager

21.2 Toil Accumulation

21.2.1 The Employer will allow employees to accumulate Time Off in Lieu of additional hours worked (TOIL) instead of paying overtime rates for work approved to be performed outside of normal hours.

(i) TOIL accumulates as follows:

- At the rate of 1.5 hours for each hour worked outside of the span of hours (that is 8am to 8pm) Monday to Friday.
- At the rate of 1.5 hours for each hour worked on weekends and prescribed Public Holidays.
- Travel to and from approved conferences/workshops outside the span of hours Monday to Friday will accrue on the basis of hour for hour.
- Travel to and from approved conferences/workshops on weekends or public holidays will accrue at the rate of 1.5 hours for each hour travelled.

- (ii) For TOIL calculation purposes, the period of service will be from January to December of each year. The maximum amount of TOIL that an employee can accrue is 38 hours per calendar year. TOIL not taken within the calendar year is forfeited.

21.2.2 Accumulated TOIL

- (i) TOIL must be taken within 12 months of being worked.
- (ii) If mutually convenient arrangements cannot be made between the employer and the employee, accumulated TOIL not taken within 12 months of accruing will be forfeited.

21.3 Procedures for Accessing and taking TOIL

21.3.1 Approval of TOIL

Staff Responsibilities

- (i) Employees must record the proposed overtime to be worked on a TOIL Request Form for approval by their Manager. There is provision on the form to record actual hours worked should these differ from the proposed hours. A copy of this form is to be retained by the employee for record keeping purposes until the TOIL is taken as leave.
- (ii) Employees may accrue a maximum credit of 7.6 hours TOIL per fortnight.
- (iii) An employee may take all or part of their TOIL accrual as soon as practicable after they accrue it and at a time which is mutually agreed with their Manager as being operationally suitable.
- (iv) An Application for Leave Form must be completed by the employee and be approved by the employee's Manager before taking any accrued TOIL.
- (v) Employees must take any accrued TOIL at the time of taking annual leave unless the Manager decides otherwise due to operational requirements. In this case, the employee must take the leave as soon as practicable after returning from leave.

Manager Responsibilities

- (i) Managers are responsible for approving TOIL, which will be subject to operational requirements.
- (ii) Managers will only recognise additional work as TOIL if they have approved a TOIL Request Form from the employee prior to the employee working additional hours.
- (iii) Managers must check and authorise any changes between proposed additional time worked and actual additional hours worked by the employee.
- (iv) Managers will give employees the opportunity to take TOIL as soon as practicable after they accrue it.

21.4 Paying Out Accumulated TOIL

- (i) Nunkuwarrin Yunti will pay out accumulated TOIL only **under exceptional circumstances** which will be at the discretion of the Chief Executive Officer.

- (ii) Where Nunkuwarnin Yunti agrees to pay out accumulated TOIL on termination, any TOIL payment will not attract a loading.

22. ENCOURAGEMENT FOR SMOKE FREE WORKPLACE

This clause shall not apply to casual or part-time employees who are working less than 4 hours per day.

- 22.1 The parties recognise that encouraging employees to cease smoking is beneficial both in the workplace and for personal health. The employer will, therefore, facilitate employees taking active steps to cease smoking by inviting the "QUIT" program into the organisation, to conduct its full program for all employees. This offer is at no cost to employees.
- 22.2 Managers will manage employees attending the "QUIT" program so that normal services to clients are maintained.

23. BREAK FROM DUTY

- 23.1 Employees must take a minimum of thirty minutes (30 minutes) unpaid break after 5 hours of duty. Unless otherwise approved, this break must be taken between 12.00 noon and 2.00pm.
- 23.2 Employees will receive 30 minutes paid break per day which with approval may be added to the unpaid break as per 23.1 or taken as separate breaks during the day.
- 23.3 These breaks do not apply to casual or part-time employees who work less than 4 hours during a morning or an afternoon.

24. PUBLIC HOLIDAYS

- 24.1. Public holidays will be allowed to *full-time* and *part-time employees* without loss of pay.
- 24.2. Employees (other than casual employees) who would normally work on the day of the public holiday will not be required to work on such day and will be paid at ordinary rates of pay as if they had worked their normal numbers of hours on that day.

Public holidays are the days (or subsequent days) on which the following holidays are observed:

New Years Day	Australia Day	
Good Friday	The Day after Good Friday	Easter Monday
Anzac Day	Adelaide Cup Day	
Queens Birthday	Labour Day	
Christmas Day	Proclamation Day	

or any other day which by proclamation or Act of Parliament may be declared a public holiday or any other day which may be substituted for any such day.

PART 5 - LEAVE OF ABSENCE

25. ANNUAL LEAVE

25.1 Entitlement to Annual Leave

25.1.1 Employees will be entitled to twenty (20) working days Annual Leave per annum, following completion of twelve (12) months service, adjusted on a pro-rata basis for part-time employees.

25.1.2 Employees may take one week of annual leave after it accrues, subject to operational requirements.

25.1.3 Employees may opt to split periods of annual leave by agreement with the Employer and to take single days, provided that each employee takes a minimum block of ten (10) days annual leave at least once per service year.

25.1.4 Employees are entitled to a 17.5% leave loading payable on 20 days annual leave.

25.1.5 In accordance with the NES, employees may apply to cash out annual leave under the following conditions:

- the employee must retain an entitlement to at least four (4) weeks paid annual leave
- there is a separate agreement in writing on each occasion that leave is cashed out
- the employer must not exert undue influence or undue pressure on an employee to agree to cash out an amount of annual leave
- the employee must be paid at least the full amount that would have been payable had the annual leave been taken. ie leave loading is payable on cashed out leave.

25.1.6 NURSING STAFF ENTITLEMENT

25.1.6.1 Nursing employees are entitled to twenty five (25) working days Annual Leave per annum, following completion of twelve (12) months service, adjusted on a pro-rata basis for part-time employees.

25.1.6.2 17.5% leave loading is payable on 20 days annual leave.

25.1.6.3 Nursing employees will receive a total of 27 days annual leave, taking into account the Christmas closure leave specified at 25.2.

25.2 CHRISTMAS CLOSURE LEAVE

25.1 The organisation will close for ten calendar days over the Christmas break. This period includes the gazetted Public Holidays of Christmas, Proclamation and New Year's Day.

25.2 Employees (other than Nursing employees) will be **entitled to an additional seven days paid leave** over this period.

25.3 Annual Leave Exclusive of Public Holidays

25.3.1 The annual leave prescribed by this Clause is exclusive of any public holiday as prescribed in Clause 25. If any such holiday falls within an employee's period of

annual leave, the period of leave will be increased by one day for each Public Holiday, if;

- (a) the holiday is observed on a day which the employee would have normally been working and
- (b) the employee commences work at the employee's ordinary starting time on the employee's working day immediately following the last day of the employee's annual leave, or provides proof of reasonable cause for absence on that day.

25.4 Accrual of Annual Leave Entitlement

25.4.1 Employees are entitled to 4 weeks annual leave and accrue leave as follows:

- (a) full time employee: 152 hours per annum
- (b) part-time employee: $\frac{152}{38} \times \text{average weekly ordinary} = \text{hours p/a}$
38 hours over previous 12 months)

NURSING STAFF ACCRUAL

- (c) full time employee: 190 hours per annum
- (d) part-time employee: $\frac{190}{38} \times \text{average weekly ordinary} = \text{hours p/a}$
38 hours over previous 12 months)

25.4.2 On termination of employment, after one month's continuous service, if the period of service is not exactly divisible into completed years, for each completed month of service:

- (a) fulltime employees accrue 12 2/3 hours annual leave.
- (b) part-time employees accrue such annual leave on a pro-rata basis.

25.4 Time of Taking Annual Leave

Generally annual Leave is to be taken during the 12 month period following accrual.

25.4.1 By mutual agreement such leave may be deferred for a period not exceeding twelve months, from the day that such leave became due less the period of the leave that is to be taken over the Christmas close down period specified in clause 27 of this Agreement. However, the employer may approve deferment beyond such date.

25.4.2 If the employer and an employee fail to agree on the time (or times) for taking annual leave or part thereof the employer may require the employee to take annual leave in accordance with the NES and give the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.

25.4.3 If an employer determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.

25.5 Payment for Annual Leave

An employee before going on annual leave will be paid the amount of wages they would have received in respect of ordinary time worked had they not been on leave during that period and the 17.5% leave loading referred to in clause 25.1.4 and 25.1.6.

25.6 Illness on Annual Leave

25.6.1 If an employee becomes ill during annual leave, their annual leave entitlement will be extended to offset the period of illness provided:

- (a) A medical certificate can be supplied and
- (b) Personal leave entitlements are available for the period of illness.

25.6.2 Proportionate Leave on Termination

- (a) If after one months continuous service in any qualifying 12 month period an employee leaves the employer's employment or such employee's employment is terminated, the employee will be paid pro rata leave at the rate of 1/12 of the annual leave for which such employee would be eligible for each completed month of service in respect of which such employee has not been granted annual leave.
- (b) The monetary equivalent of annual leave and pro rata leave due to an employee at the time of the employee's death, may be paid to their legal or personal representative. Payment in terms of this subclause is subject to the provisions of the Administration and Probate Act.

25.7 Purchase Additional Annual Leave

Purchased leave is designed to enable employees to exchange an agreed reduction in their salary in return for extra periods of leave over a specified period, subject to operational requirements. The leave is funded by salary deductions spread evenly over the total period of the Agreement. Employees take additional leave of up to a two (2) week maximum in return for a regular lower amount of salary (while the rate of salary remains the same) over the specified period.

The following are required:

- Annual leave, long service leave and personal leave entitlements will not accrue during periods of purchased leave.
- Annual leave loading will be paid only during periods of normal annual leave and not during purchased leave and will be paid at the full Agreement rate, not the reduced fractional rate.
- Purchased leave cannot be taken to break a period of long service leave.
- Retrospectivity does not apply.
- Where purchased leave spans a public holiday, that public holiday will count as a day of purchased leave. If a public holiday falls immediately before or after the period of purchased leave it does not count as a day of purchased leave.
- The additional purchased leave must be taken within the purchased year.

26. LONG SERVICE LEAVE

The provisions of the SA Long Service Leave Act 1987 will apply.

27. PERSONAL LEAVE (SICK AND CARERS LEAVE)

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

27.1 Definitions

The term **immediate family** includes:

- (a) spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the employee. A defacto spouse in relation to an employee, means a person who has (or formerly did so) lived in a bona fide domestic relationship with the employee, although not legally married to that person; and
- (b) child or an adult child (including an adopted child, a stepchild, or an ex nuptial child) parent, grandparent, grandchild, or sibling of the employee or spouse of the employee, niece or nephew.
- (c) A person for whom the employee has become the person to deliver physical and / or emotional support, ie the primary relationship of the employee.
- (d) Aboriginal definitions of family which are identified and accepted by Nunkuwarn Yunti of SA. Inc and approved by the Chief Executive Officer.

27.2 Amount of paid personal leave

27.2.1 Paid personal leave will be available to an employee, other than a casual employee, when they are absent:

- due to personal illness or injury; or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires the employee's care due to an unexpected emergency.

27.2.2 The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:

- For the first year of continuous service - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 91.2 hours (i.e. 12 days); and
- For each later year of continuous service, at the beginning of each year:
 - a full-time employee accrues 91.2 hours (i.e. 12 days);
 - a part-time employee accrues pro rata hours in accordance with the following formula:

$$\frac{91.2}{38} \times \text{average weekly ordinary hours over the previous twelve months.}$$

27.2.3 An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

27.3 Payment of Personal leave

When an employee takes paid personal leave, the employer must pay the employee for that period the amount the employee would reasonably have expected to be paid by the employer if the employee had worked during that period.

27.4 Personal leave for personal injury or sickness

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

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

27.5.1 Subject to 27.5.2 a full-time employee is entitled to use up to 10 days personal leave, including accrued leave each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

27.5.2 The entitlement in 27.5.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

27.5.3 By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 27.5.1 beyond the relevant limit set out in 27.5.1. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

27.6 Employee must give notice

27.6.1 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

27.6.2 When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

- Notice prior to the absence of the intention to take leave;
- The name of the person requiring care and support and their relationship to the employee;
- The reasons for taking such leave; and
- The estimated length of absence.

27.7 Evidence supporting claim

27.7.1 When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.

- 27.7.2 However, unless required by the employer, up to three days of sick leave absence may be allowed without the production of a medical certificate, or other reasonable evidence;
- 27.7.3 When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- 27.7.4 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

27.8 Wellness Days

By mutual agreement with their Manager and subject to service provision, an employee may plan and apply for up to three (3) single days per financial year (regular part-time employees on a pro-rata basis) which will be deducted from their personal leave accrual per financial year. At least 5 working days' notice of the intention to take a wellness day must be provided by the employee.

27.9 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 29.5.1 and 29.5.2 are met.

27.10 Casual employees

Casual employees are entitled to not be available to attend work in certain circumstances as set out in subclause 36.3.3.

28. COMPASSIONATE LEAVE

28.1 Paid Compassionate leave entitlement

28.1.1 In this clause, **Immediate family'** includes:-

- (a) spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the employee. A defacto spouse in relation to an employee, means a person who has (or formerly did so) lived in a bona fide domestic relationship with the employee, although not legally married to that person; and
- (b) child or an adult child (including an adopted child, a stepchild, or an ex nuptial child) parent, grandparent, grandchild, or sibling of the employee or spouse of the employee, niece or nephew; or

- (c) Aboriginal definitions of family which are identified and accepted by Nunkuwarrin Yunti of SA. Inc and approved by the Chief Executive Officer.

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

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

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

28.1.4 Compassionate leave is able to be taken as follows:

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

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

28.1.6 The employer must pay the employee the amount the employee would have reasonably expected to be paid by the employer if the employee had worked during that period.

28.1.7 Aboriginal definitions of family which are identified and accepted by the community and which are approved by the Chief Executive Officer may be additional to the family relationships identified in clause 28.1.1.

28.1.8 Proof of such death may be required to be furnished by the employee to the satisfaction of the employer.

28.1.9 Employees are entitled to extra paid leave equivalent to three normal working days for each death.

28.1.10 The employer may grant additional unpaid leave if:

- Cultural custom and practices require a longer absence
- Interstate or overseas travel is reasonably involved

28.1.11 Employees may use annual or other paid leave entitlements in lieu of such unpaid leave. They may also use Long Service Leave subject to the provisions of the Long Service Leave Act (SA).

28.1.12 The employer may grant employees paid leave to attend the funerals of other persons if justified on compassionate grounds. The employer will consider all such applications.

28.1.13 Additional Compassionate Leave

Subject to the same provisions of 28.1.2, where the leave in 28.1.2 has been exhausted, an employee is entitled to leave of up to 15.2 hours on each occasion of a death of the relative (pro rata for part-time employees). This additional leave may, at the employee's request and with the agreement of the employer, be provided on the following basis:-

- Where paid leave is sought, it will be debited against the available personal leave credit of the employee.

- Where the personal leave credit of the employee has been exhausted and additional leave is sought the employee may either access paid leave as provided for elsewhere in this Agreement or apply for unpaid leave which will not be unreasonably withheld by the employer.

28.2 Unpaid Compassionate leave entitlement

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

28.3 Other Leave

The employer may authorise any reasonable request for paid or unpaid leave including compassionate, maternity, special leave and other leave in addition to personal leave allocations, subject to being satisfied that any request is legitimate prior to granting approval and any potential impact on the activities of the employer.

28.4 Effect of Other Leave

This Clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

29. CULTURAL, COMMUNITY AND CEREMONIAL LEAVE

29.1 Employees are entitled up to 20 days unpaid ceremonial and cultural leave in any one year, if Aboriginal tradition requires absence from work for ceremonial, community or cultural purposes.

29.2 Approval for leave is at the discretion of the Chief Executive Officer.

30. NATIONAL ABORIGINAL AND ISLANDER WEEK (NAIDOC)

30.1 The employer may grant employees time off with or without pay to attend official celebrations and activities during National Aboriginal Week.

30.2 Approval for leave is at the discretion of the employee's Manager, Executive Manager or the Chief Executive Officer.

31. CONFERENCE, TRAINING AND STUDY LEAVE

31.1 The employer actively supports training and professional development. The parties recognise that education and training are vital factors in building an effective, professional work team capable of providing high quality services to their clients and the community and in achieving high levels of efficiency and productivity.

31.2 The employer's policy is to provide assistance and support to employees undertaking training or study in fields directly related to the organisation's activities as set out in the Internal/ Non Tertiary Staff Training and Development Policy and Tertiary Study Sponsorship Policies.

32. PARENTAL LEAVE

Parental leave encompasses maternity leave, partner leave and leave for child care/ rearing, including leave required as a result of adoption of a child or to accommodate informal kinship/fostering arrangements in regard to caring for a child.

Subject to the terms of this clause employees are entitled to maternity, partner and adoption leave and to work part-time in connection with the birth or adoption of a child.

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

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

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

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

32.1 Definitions

- 32.1(a) Adoption includes the placement of a child with a person in anticipation of, or for the purposes of adoption.
- 32.1(b) For the purpose of this clause, child means a child of the employee under school age except for adoption of a child where 'child' means a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the partner of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 32.1(c) Subject to 32.1(d), in this clause, a partner is the significant relationship of the employee or that relationship the employees views as their prime source of emotional support.
- 32.1(d) In relation to 32.1(c), partner includes a de facto spouse but does not include a former partner.

32.2 Basic entitlement

- 32.2(a) After twelve month's continuous service, parents are entitled to a combined total of 52 weeks unpaid partner leave on a shared basis in relation to the birth or adoption of their child. For pregnant females, maternity leave may be taken and for partners of pregnant females, partner leave may be taken. Adoption leave may be taken in the case of adoption.
- 32.2(a)(i) The employer will grant **14 weeks paid Maternity Leave** and 38 weeks leave without pay to an employee on the grounds that she is pregnant
- 32.2(a)(ii) The employer will grant **2 weeks paid leave** to the partner of a primary care giver. The employer may require production of a medical certificate
- 32.2(b) Subject to 32.2(b)(i) and 32.2(b)(ii), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - 32.2(b)(i) for maternity and partner leave, an unbroken period of the full entitlement and no less than one week blocks;

32.2(b)(ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

Whilst it is not considered necessary to require any specific period of notice, employees are expected to give reasonable notice to the employer, depending on circumstances, of their intention to take parental leave.

32.3 Variation of period of parental leave

An employee who has made application for leave in accordance with 32.2(a) and 32.2(b), may, whether or not the leave has actually commenced, apply in writing to the employer to vary the duration of the leave provided that the amended application has been submitted at least 14 days prior to any change of dates or other reasonable notice of such change has been made. Nothing in this clause shall detract from any entitlements set out in clause 32.2 and 32.4.

32.4 Right to request

An employee entitled to partner leave pursuant to the provisions of 32.2 may request the employer to allow the employee:

- 32.4.1(a) to extend the period of simultaneous unpaid partner leave provided for in 32.2(b)(i) and 32.2(b)(ii) up to a maximum of eight weeks;
- 32.4.2(b) to extend the period of unpaid partner leave provided for in 32.2 by a further continuous period of leave not exceeding 12 months;
- 32.4.3(c) to return from a period of partner leave on a part-time basis until the child reaches school age;
- 32.4.4(d) to reduce the hours of employment to an agreed extent subject to the following conditions:
 - Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
 - Where the employee is entitled to parental leave, by reducing the employees entitlement to parental leave for the period of such agreement

to assist the employee in reconciling work and parental responsibilities.

The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on client service.

32.5 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under 32.4 must be recorded in writing.

32.6 Request to return to work part-time

Where an employee wishes to make a request under 32.4(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from partner leave.

32.7 Maternity leave

- 32.7(a) An employee must provide notice to the employer in advance of the expected date of commencement of maternity leave. The notice requirements are:
 - 32.7(a)(i) of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;
 - 32.7(a)(ii) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- 32.7(b) When the employee gives notice under 32.7(a) the employee must also provide a statutory declaration stating particulars of any period of partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 32.7(c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by birth occurring earlier than the presumed date.
- 32.7(d) Subject to 32.2(a) and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 32.7(e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

32.8 Special maternity leave

- 32.8(a) Where a pregnant female who is not on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 32.8(b) Where an employee is suffering from an illness not related to the direct consequences of the birth of the child, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 32.8(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and partner leave, including parental leave taken by a partner, may not exceed 52 weeks.
- 32.8(d) Where leave is granted, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

32.9 Transfer to a safe job

- 32.9(a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 32.9(b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

32.10 Returning to work after a period of parental leave

- 32.10(a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 32.10(b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 32.9(a), the employee will be entitled to return to the position they held immediately before such transfer.
- 32.10(c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

32.11 Partner leave

- 32.11(a) An employee will provide to the employer at least 10 weeks prior to each proposed period of partner leave:
- 32.11(a)(i) a certificate from a registered medical practitioner which states the expected date of birth, or states the date on which the birth took place; and
- 32.11(a)(ii) written notification of the dates on which he/she proposes to start and finish the period of partner leave; and
- 32.11(a)(iii) except in relation to leave taken simultaneously with the child's mother under 32.2(b) a statutory declaration stating:
- that he/she will take the period of partner leave to become the primary care-giver of a child;
 - particulars of any period of maternity leave sought or taken by her/his partner; and
 - that for the period of partner leave he/she will not engage in any conduct inconsistent with his/her contract of employment.
- 32.11(b) The employee will not be in breach of 32.7(c) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

32.12 Partner leave and other entitlements

An employee may in lieu of or in conjunction with partner leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 32.2(a).

32.13 Adoption leave

- 32.13(a) The employee will notify the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 32.13(b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - 32.13(b)(i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - 32.13(b)(ii) particulars of any period of adoption leave sought or taken by the employee's partner; and
 - 32.13(b)(iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 32.13(c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 32.13(d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 32.13(e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 32.13(f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

32.14 Replacement employees

- 32.14(a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 32.14(b) Before the employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

32.15 Communication during parental leave

- 32.15(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- 32.15(a)(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- 32.15(a)(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 32.15(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 32.15(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with this clause.

32.16 Employer's responsibility to inform

On becoming aware that:

- an employee is pregnant; or
- an employee's partner is pregnant; or
- an employee is adopting a child

The employer must inform the employee of:

- the employee's entitlements under this clause; and
- the employer's responsibility to provide various notices under this clause.

32.17 Termination of Employment

32.17(a) An employee on parental leave may terminate their employment at any time during the period of leave by giving the required notice.

32.17(b) The employer must not terminate the employment of an employee on the ground of her pregnancy or the employee's absence on parental leave. Otherwise the rights of the employer in relation to termination of employment are not affected by this clause.

32.18 Paid Maternity Leave

32.18(a) An employee who is not a casual employee and who has completed 12 months continuous service prior to the expected date of birth is eligible to apply for fourteen (14) weeks paid maternity leave.

32.18(b) An employee who is not a casual employee and who has completed 12 months continuous service before the date of taking custody of an adopted child is eligible to apply for fourteen (14) weeks paid adoption leave.

32.18(c) Paid maternity leave and paid adoption leave is granted to an employee on the following conditions:-

- Leave must be taken in a single unbroken period;
- Unless additional leave is sought and granted, a combination of paid and unpaid leave must not exceed 52 weeks;
- For paid adoption leave purposes, paid adoption leave is only available to the primary care giver and from the date the primary care giver takes custody of the child;
- It is to be paid at an employee's base rate of pay (ie no shift or public holiday penalties or allowances); and
- It is not to be extended by Time Off In Lieu, public holidays, or any other leave falling within the period of leave.

32.18(d) Part-time employees are entitled to the same provisions as full time employees on a pro-rata basis according to contracted hours.

32.18(e) During periods of paid or unpaid maternity leave personal leave with pay is not to be granted for a normal period of absence for the birth of a child. However, any illness arising from the incidence of the pregnancy may be covered by personal/carers leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness had arisen from the pregnancy.

33. Special Leave

The Chief Executive Officer may approve an application for Special Leave with or without pay, in accordance with the employer's policy. Applications for special paid leave of more than ten (10) days per calendar year will be considered only where the employee has exhausted all other paid leave options.

PART 6 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

34. ANTI-DISCRIMINATION

- 34.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 34.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operations are directly or indirectly discriminatory in their effects.
- 34.3 Nothing in the clause is to be taken to affect:
- 34.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
 - 34.3.2 until considered and determined further by FWA the payment of different wages for employees who have not reached a particular age;
 - 34.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- 34.4 Nothing in this Clause is to be taken to prevent the employer from terminating the employment of an employee if the reason is based on the inherent requirements of the particular position.

35. CONTRACT OF HIRING

- 35.1 The contract of hiring of every employee (other than casuals) will, in the absence of a written contract to the contrary, be hiring by the fortnight be it as a **full-time employee** or **part-time employee**:
- 35.1.1 Employment will be terminated in accordance with the notice provisions of Clauses 36 and 37 which notice may be given at any time provided that the termination of the employment takes effect at the end of a days work or by the payment or forfeiture (as the case may be) of the salaries appropriate to the said notice period; but nothing will remove the employer's right at common law to dismiss an employee without notice for misconduct or other sufficient cause.
 - 35.1.2 An employee who is justifiably dismissed for any reason is entitled to payment for work in that fortnight only for the time actually worked.

36. EMPLOYMENT CATEGORIES

36.1 A **Full-time Employee** is one engaged for an average of 38 ordinary hours per week and who is not engaged as a part-time or a casual employee.

36.2 Part-Time Employment – Special Conditions

Part-time employee means a person other than a casual employee who is engaged to work regularly for an average of less than thirty eight ordinary hours per week.

In determining the regularity or otherwise of employment, regard will be had to any period of four weeks.

Any hours worked by an employee to replace temporarily another employee absent from duty which are in addition to those which the employee normally works will not be taken into account.

36.2.1 For working ordinary hours a **part-time employee** is to be paid the appropriate weekly wage for a full-time employee, divided by 38 to obtain an hourly rate, and then multiplied by the number of hours worked by the part-time employee in the week concerned.

36.2.2 **Part-time employees** accrue annual leave and personal leave on a pro-rata basis in accordance with the provisions of clauses 26 and 29, depending on the number of hours worked in each week.

36.2.3 Where a **part-time employee** usually works on a day of the week on which a public holiday occurs and the employee is not required to work on that day, the employee must be paid for the hours the employee would have usually worked on that day.

36.3 Casual Employee

Casual employee means a person who is engaged to work as such.

36.3.1 A casual employee must be paid the hourly rate as defined for the work performed plus a casual loading as shown below:

- 23% from 1 July 2012
- 24% from 1 July 2013
- 25% from 1 July 2014

36.3.2 Casual employees are not entitled to Annual Leave, Personal leave or payment for Public Holidays not worked.

36.3.3 Subject to the evidentiary and notice requirements in 27.7 and 28.1.3 employees are entitled to not be available to attend work, or to leave work:

- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- upon the death in Australia of an immediate family or household member.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for

up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

36.4 A Replacement Employee is one engaged for a specific period of time to replace a designated person. The period of time for which the employee is engaged together with any other special conditions of employment will be confirmed in writing at the time of appointment.

36.4.1 Where such employee is engaged for a period not exceeding three months in any one period the employee may be engaged and paid as a casual employee irrespective of the number of hours worked per week.

36.4.2 Where such employee is engaged for more than three months the employee must be engaged and paid as a full-time, part-time or casual employee in accordance with the appropriate provisions and definitions applicable.

37. TERMINATION OF EMPLOYMENT

37.1 Notice of termination by employee

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

37.2 Notice of termination by employer

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

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

37.2.1(b) In addition to the notice in 37.2.1(a), employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to additional notice of one week.

37.2.1(c) Payment at the ordinary rate of pay in lieu of the notice prescribed in 37.2.1(a) and/or 37.2.1(b) must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

37.2.1(d) In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

37.2.1(e) The period of notice in this clause does not apply in the case of:

- (i) dismissal for conduct that at common law justifies instant dismissal;
- (ii) casual employees;
- (iii) employees engaged for a specific period of time or for a specific task or tasks.

37.2.2 Time off during notice period

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

37.2.3 Payment in lieu

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

37.2.4 Statement of Employment

At the employee's request, the employer must provide to an employee whose employment has been terminated, a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

38. REDUNDANCY

38.1 Definition:

'Redundancy' in this Clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone, and 'redundant' has a corresponding meaning.

38.2 Exclusions

38.2.1 This Clause does not apply to employees with less than 1 year's continuous service. The general obligation of the employer is to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such employees of suitable alternative employment.

38.2.2 This Clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

38.3 Discussions before Termination

38.3.1 Where the employer has made a firm decision that it no longer requires the job the employees have been doing done by anyone and that decision may lead to termination of employment, the employer must have discussions as soon as practicable with the employees directly affected and with the employee's chosen representative, which may be the Association. Agreed Discussions must include:

- (a) the reasons for the proposed terminations;
- (b) measures to avoid or minimise the terminations;
- (c) measures to mitigate the adverse effects of any terminations on the employees concerned.

38.3.2 For the purpose of such discussion the employer must as soon as practicable provide in writing to the employees concerned and the Association, all relevant information about the proposed terminations, including:-

- (a) the reasons for the proposed terminations;
- (b) the number and categories of employees likely to be affected;
- (c) the number of workers normally employed; and
- (d) the period over which the terminations are likely to be carried out.

The employer is not required to disclose confidential information the disclosure of which, when looked at objectively, would be against the employer's interests.

38.4 Period of Notice of Termination on Redundancy

38.4.1 If the services of an employee are to be terminated due to redundancy, such an employee must be given notice of termination as prescribed by Clause 37.2.

38.4.2 Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other like technological changes in the organisation must be given not less than 3 months notice of termination.

38.4.3 Should the employer fail to give notice of termination as required in 38.4.1 or 38.4.2 the employer must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the employer for the purposes of the Long Service Leave Act, 1987.

38.5 Time Off During Notice Period

38.5.1 During the period of notice of termination given by the employer an employee is entitled to up to 1 day off without loss of pay during each week of notice for the purpose of seeking other employment.

38.5.2 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

38.6 Notification to Centrelink

Where a decision has been made to terminate the employment of an employee, or of employees, on account of redundancy the employer must notify Centrelink accordingly as soon as possible, giving relevant information including:-

- a written statement of the reason(s) for the termination(s)
- the number and categories of the employees likely to be affected; and
- the period over which the termination(s) are intended to be carried out.

38.7 Severance Pay

38.7.1 In addition to the period of notice prescribed for termination in Clause 38.4.1 or 38.4.2 an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service:

<i>Period of Continuous Service</i>	<i>Severance Pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks

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

38.7.2 The severance payment need not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's agreed date of retirement or the employee's eligibility date for social security benefits.

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

38.8 Incapacity to Pay

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

38.9 Alternative Employment

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

38.10 Written Notice

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

- 38.10.1 the date and time of the proposed termination of the employee's employment;
- 38.10.2 details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and method by which those entitlements have been calculated;
- 38.10.3 advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- 38.10.4 advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

38.11 Transfer to Lower Paid Duties

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

38.12 Employee Leaving During Notice

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

38.13 Voluntary Redundancy

38.13.1 If the Employer targets a particular work area for job reductions arising from funding cuts, it will identify any interest in Voluntary Redundancies.

38.13.2 The Employer will use voluntary redundancy in preference to involuntary redundancy where practical.

39. Transition of staff to retirement

39.1 The parties agree that an employee will be eligible to adjust their hours of work to assist in their transition toward retirement having regard to the likely impact on operational requirements. For the purposes of this clause the following conditions apply:

39.2 To be eligible to access a transition arrangement an employee must have worked for Nunkuwarrin Yunti of SA Inc for at least 10 years.

39.3 Eligible employees are:

- an Aboriginal employee of at least 45 years of age
- a non-Aboriginal employee of at least 55 years of age

39.4 An employee who meets the criteria must make a written application giving a minimum of 3 months' notice. Approval of a transition arrangement rests with the employer.

39.5 The employee is required to nominate a retirement date and the transition arrangement will be for a maximum period of 12 months.

39.6 The transition arrangement will be a fixed arrangement; that is, part-time employment until the nominated retirement date is reached.

39.7 Subject to 39.6, a reasonable period will be agreed with the employee, having regard to operational requirements, including the potential need to backfill by recruitment.

39.7 The content of a transition arrangement will be reviewed at the half-way point or as necessary to take account of changed circumstances.

PART 7 – COMMUNICATION CONSULTATION AND DISPUTE RESOLUTION

40. Consultation regarding Agreement

40.1 The parties commit to continuing dialogue over the operation of the provisions of the Agreement and industrial issues in the workplace.

40.2 Where it becomes apparent that a provision or provisions contained in this Agreement are no longer permissible content as a consequence of the operation of the Act or Regulations (thereby becoming a provision of concern), the parties commit to holding discussions as soon as practicable to discuss the effect of the Act or Regulations and

commit to take all reasonable measures to uphold the intended effect of the provision or provisions of concern.

- 40.3 The parties are committed to consultation and communication throughout all management levels of the employer, as effective mechanisms for communication are fundamental to the achievements of greater productivity, efficiency, flexibility and job satisfaction.

41. Commitment to Change

- 41.1 All parties to this Agreement recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential.
- 41.2 All parties are responsible for assisting and co-operating actively to achieve increases in productivity, efficiency and flexibility.

42. Introduction and Consultation of Change

42.1 Where the employer has made a firm decision to implement changes in programs, organisation structure or technology that are likely to have significant effects on employees; the employer must as soon as practicable, notify employees who may be affected by the changes and their chosen representative, which may be the Association. This notification will include all relevant information about the changes, provided that the employer is not required to disclose confidential information, the disclosure of which would be detrimental to the employer's interests.

42.2 For the purposes of this clause, 'significant effects' includes:

- Major changes to the composition, operation or size of the employer's workforce or in the skills required;
- Termination of employment;
- The elimination or diminution of job opportunities, promotion opportunities or job tenure;
- The alteration of hours required to be worked;
- The need for retraining or transfer of employees to other work or locations and the restructuring of positions.

42.3 The employer will discuss with the employees affected and their chosen representative, the introduction of the changes and effects the changes are likely to have on the employees, measures to avert or mitigate the adverse effects of such changes on the employees, and will give prompt consideration to matters raised by the employees and/or their Association in relation to the changes.

43. Dispute/Grievance Avoidance/Settling Procedures

43.1 All parties to this Agreement are committed to resolving grievance and disputes quickly, and within seven days if possible, to preserve positive working arrangements.

43.2 If a dispute arises between the Employer and an Employee or employees about any aspects of work, as outlined in the Staff Grievance Resolution Policy, the following procedures will apply:

43.2.1 Employees may firstly try to resolve the dispute with their Manager, or vice versa. Employees may involve a job delegate.

43.2.2 If the matter is still not resolved either party may refer it to Executive Management.

43.2.3 A party to the dispute may appoint another person, organisation or association such as a support person or union official to accompany or represent them in relation to the dispute.

43.2.4 Executive Management will hear all aspects of the grievance or dispute, obtaining any additional information they see fit. Executive Management will consider all relevant information and make a determination on the matter as quickly as practicable.

- 43.2.5 It is a term of this agreement that while the dispute resolution procedures is being conducted, work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- 43.2.6 If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to FWA for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary FWA may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 43.2.7 Any dispute referred to FWA under this clause should be dealt with by a member in Adelaide agreed by the parties at the time or, in default of agreement, a member in Adelaide nominated by either the head of the relevant panel or the President.
- 43.2.8 The decision of FWA will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

44. Employee Assistance Program

- 44.1 The parties agree that employees may access the Employee Assistance Program, which may include use of Aboriginal 'traditional services' as available and approved by Executive Management. The details of the Program's policy and procedure are contained in the employer's Policies and Procedures Manual. The broad principles of the Program are:
- 44.1.1 Employees may access external professional support through the Program on a self-referral basis or their Manager may encourage them to seek such support.
- 44.1.2 The employee is required to advise their Manager that they are accessing the Program, but to protect confidentiality the employee does not have to disclose any details.
- 44.1.3 The employer will pay for up to three (3) visits for an employee and depending upon the issue(s) Executive Management may approve extension of this support.
- 44.2 The professional to whom the employee is referred is an independent, external person who provides the support the employee needs, including, if required, referral to other specialist, professional assistance. Such referral will only be supported by the employer if it is approved by Executive Management.

45. Implementation of this Agreement

- 45.1 The parties agree that the implementation of this Agreement will be monitored through the organisation's meeting structures, including Team meetings, Manager's meetings, Organisation meetings, Executive Management meetings and Board of Management meetings.
- 45.2 If all other avenues have been exhausted in seeking to address an issue arising from this Agreement, the dispute resolution procedures at Clause 42 shall apply.

46. Interpretation of Agreement

If the parties are unable to agree on the intended meaning of any part of this Agreement, they will refer the issue to FWA per the dispute resolution procedures of Clause 42.

47. Validity of Agreement

If for any reason a clause in this Agreement is found to be invalid, that finding will not affect the validity and operation of the remaining clauses in this Agreement.

SIGNATORIES

Signed on behalf of **NUNKUWARRIN YUNTI OF SOUTH AUSTRALIA INC**

by: H Holmes Date: 25/2/2013

Name in Full: VICKI ANNE HOLMES

Position: CEO

Witness: C Varley

Witness name in full: CAROL VARLEY

Signed on behalf of the **EMPLOYEES**

By: N Bycroft Date: 25/2/2013

Name in full: Nicole Bycroft

Witness: V Healy

Witness name in full: Virginia Healy

Signed on behalf of the **EMPLOYEES**

By: T Power Date: 25/2/2013

Name in full: TYRON POWER

Witness: C Varley

Witness name in full: CAROL VARLEY

Signed on behalf of the **EMPLOYEES**

By: J Phillips Date: 25/2/2013

Name in full: JASMIN - CHRISTA PHILLIPS

Witness: C Varley

Witness name in full: CAROL VARLEY

Signed on behalf of the **EMPLOYEES**

By: B Hammond Date: 25/2/13

Name in full: Belinda Hammond

Witness: E Pratt

Witness name in full: Eva Pratt

SIGNED ON BEHALF OF THE AUSTRALIAN NURSING FEDERATION

Marisa Bell

Signature

7/3/13

Date

MARISA BELL

Name in Full

Acting Secretary ANF S.A.

Position

Address

[Signature]

Witness

KRISTINE ANNE EDWARDS

Witness Name in full

SIGNED ON BEHALF OF THE AUSTRALIAN MUNICIPAL ADMINISTRATIVE CLERICAL AND SERVICES UNION (SA AND NT BRANCH)

[Signature]

Signature

6 March 2013

Date

Katrine Hildyard

Name in Full

Branch Secretary

Position

5-9 Rundle Street Kent Town 5067

Address

[Signature]

Witness

Gail Dean

Witness Name in full

Corporate Services - Wages Schedule

CORPORATE SERVICES CLASSIFICATION LEVELS	Current Annual Wage Effective 1/2/11	FFPP on or after 1/7/12 3% applies	FFPP on or after 1/7/13 2% applies	FFPP on or after 1/7/14 2% applies	FFPP on or after 1/7/15 2% applies
NY Level 1					
Step 1	\$35,055.95	\$36,107.63	\$36,829.78	\$37,566.38	\$38,317.70
Step 2	\$35,958.54	\$37,037.30	\$37,778.04	\$38,533.60	\$39,304.28
Step 3	\$37,257.33	\$38,375.05	\$39,142.55	\$39,925.40	\$40,723.91
Step 4	\$38,231.06	\$39,377.99	\$40,165.55	\$40,968.86	\$41,788.24
NY Level 2					
Step 1	\$39,722.36	\$40,914.03	\$41,732.31	\$42,566.96	\$43,418.30
Step 2	\$41,448.02	\$42,691.46	\$43,545.29	\$44,416.20	\$45,304.52
Step 3	\$42,612.88	\$43,891.27	\$44,769.09	\$45,664.47	\$46,577.76
Step 4	\$44,130.68	\$45,454.60	\$46,363.69	\$47,290.97	\$48,236.79
NY Level 3					
Step 1	\$45,608.03	\$46,976.27	\$47,915.80	\$48,874.11	\$49,851.59
Step 2	\$47,180.23	\$48,595.64	\$49,567.55	\$50,558.90	\$51,570.08
Step 3	\$49,468.10	\$50,952.14	\$51,971.19	\$53,010.61	\$54,070.82
NY Level 4					
Step 1	\$51,755.97	\$53,308.65	\$54,374.82	\$55,462.32	\$56,571.56
Step 2	\$54,043.83	\$55,665.14	\$56,778.45	\$57,914.02	\$59,072.30
Step 3	\$56,186.61	\$57,872.21	\$59,029.65	\$60,210.25	\$61,414.45
NY Level 5					
Step 1	\$58,348.93	\$60,099.40	\$61,301.39	\$62,527.41	\$63,777.96
Step 2	\$59,808.14	\$61,602.38	\$62,834.43	\$64,091.12	\$65,372.94
Step 3	\$62,192.26	\$64,058.03	\$65,339.19	\$66,645.97	\$67,978.89
NY Level 6					
Step 1	\$65,227.86	\$67,184.70	\$68,528.39	\$69,898.96	\$71,296.94
Step 2	\$66,744.27	\$68,746.60	\$70,121.53	\$71,523.96	\$72,954.44
Step 3	\$68,197.91	\$70,243.85	\$71,648.72	\$73,081.70	\$74,543.33

Schedule 2

Health Services - Wages Schedule

HEALTH SERVICES LEVELS	Current Annual Wage Effective 1/2/11	FFPP on or after 1/7/12 3% applies	FFPP on or after 1/7/13 2% applies	FFPP on or after 1/7/14 2% applies	FFPP on or after 1/7/15 2% applies
Trainee					
Step 1	\$36,048.10	\$37,129.54	\$37,872.13	\$38,629.58	\$39,402.17
Step 2	\$36,976.23	\$38,085.52	\$38,847.23	\$39,624.17	\$40,416.66
Step 3	\$38,311.78	\$39,461.13	\$40,250.36	\$41,055.36	\$41,876.47
Step 4	\$39,313.07	\$40,492.46	\$41,302.31	\$42,128.36	\$42,970.92
Level 1					
Step 1	\$40,846.58	\$42,071.98	\$42,913.42	\$43,771.69	\$44,647.12
Step 2	\$42,621.08	\$43,899.71	\$44,777.71	\$45,673.26	\$46,586.73
Step 3	\$43,818.91	\$45,133.48	\$46,036.15	\$46,956.87	\$47,896.01
Step 4	\$45,379.66	\$46,741.05	\$47,675.87	\$48,629.39	\$49,601.98
Level 2					
Step 1	\$46,898.82	\$48,305.78	\$49,271.90	\$50,257.34	\$51,262.49
Step 2	\$48,515.52	\$49,970.99	\$50,970.41	\$51,989.81	\$53,029.61
Step 3	\$50,868.15	\$52,394.19	\$53,442.08	\$54,510.92	\$55,601.14
Level 3					
Step 1	\$53,220.77	\$54,817.39	\$55,913.74	\$57,032.02	\$58,172.66
Step 2	\$55,573.38	\$57,240.58	\$58,385.39	\$59,553.10	\$60,744.16
Step 3	\$57,776.80	\$59,510.10	\$60,700.31	\$61,914.31	\$63,152.60
Level 4					
Step 1	\$60,000.32	\$61,800.33	\$63,036.34	\$64,297.06	\$65,583.00
Step 2	\$61,500.82	\$63,345.84	\$64,612.76	\$65,905.02	\$67,223.12
Step 3	\$63,952.42	\$65,870.99	\$67,188.41	\$68,532.18	\$69,902.82
Level 5					
Step 1	\$64,612.76	\$66,551.14	\$67,882.16	\$69,239.80	\$70,624.60
Step 2	\$66,744.27	\$68,746.60	\$70,121.53	\$71,523.96	\$72,954.44

Nunkuwarrin Yunti of SA Inc.

Wages
Schedules

EB 2012 - 2015			Pay run	First Full pay	First Full pay	First Full pay
Wages						
Summary		<u>Amended</u>	ended	ending in	ending in	ending in
		<u>1/10/2011</u>	<u>10/07/2012</u>	<u>July 2013</u>	<u>July 2014</u>	<u>July 2015</u>
Nursing Wages			<u>3%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
-		<u>Salary</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>
RN-1	Year 1	\$ 52,100.06	\$ 53,663.06	\$ 54,736.32	\$ 55,831.05	\$ 56,947.67
	Year 2	\$ 53,836.34	\$ 55,451.43	\$ 56,560.46	\$ 57,691.67	\$ 58,845.50
	Year 3	\$ 56,152.44	\$ 57,837.01	\$ 58,993.75	\$ 60,173.63	\$ 61,377.10
	Year 4	\$ 58,467.48	\$ 60,221.50	\$ 61,425.93	\$ 62,654.45	\$ 63,907.54
	Year 5	\$ 60,783.58	\$ 62,607.09	\$ 63,859.23	\$ 65,136.41	\$ 66,439.14
	Year 6	\$ 63,098.62	\$ 64,991.58	\$ 66,291.41	\$ 67,617.24	\$ 68,969.58
	Year 7	\$ 65,414.72	\$ 67,377.16	\$ 68,724.70	\$ 70,099.20	\$ 71,501.18
	Year 8+	\$ 67,729.76	\$ 69,761.65	\$ 71,156.89	\$ 72,580.02	\$ 74,031.62
RN-2	Year 1	\$ 62,519.86	\$ 64,395.46	\$ 65,683.36	\$ 66,997.03	\$ 68,336.97
	Year 2	\$ 64,834.90	\$ 66,779.95	\$ 68,115.55	\$ 69,477.86	\$ 70,867.41
	Year 3	\$ 67,729.76	\$ 69,761.65	\$ 71,156.89	\$ 72,580.02	\$ 74,031.62
RN-3	Year 1	\$ 86,254.32	\$ 88,841.95	\$ 90,618.79	\$ 92,431.16	\$ 94,279.79
	Year 2	\$ 89,148.12	\$ 91,822.56	\$ 93,659.01	\$ 95,532.20	\$ 97,442.84
RN-4	Gr 1	\$ 92,042.98	\$ 94,804.27	\$ 96,700.35	\$ 98,634.36	\$ 100,607.05
	Gr 2	\$ 94,359.08	\$ 97,189.85	\$ 99,133.65	\$ 101,116.32	\$ 103,138.65
RN-5	Gr 1	\$ 101,305.26	\$ 104,344.42	\$ 106,431.31	\$ 108,559.93	\$ 110,731.13
	Gr 2	\$ 113,461.34	\$ 116,865.18	\$ 119,202.48	\$ 121,586.53	\$ 124,018.26

**NUNKUWARRIN YUNTI OF SA
CLASSIFICATION CHARACTERISTICS**

CORPORATE SERVICES

Administrative Trainee

Characteristics of the level

A person employed as an Administrative Trainee will work under close direction and daily supervision whilst receiving formal on and off the job training consistent with the performance of clerical duties of Nunkuwarrin Yunti General Level 1, and which satisfy the objectives and requirements of an Administrative Traineeship.

General features of work in this category consist initially of working under close direction and operating under instruction to perform routine clerical and office functions. These will require an understanding of clear, straightforward rules or procedures and may include operating routine office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

Positions at this level will require employees to be responsible and accountable for their own work within established routines, methods and procedures. Less experienced employees' work may be subject to checking at all stages.

Positions at this level are remunerated at 20% lower than Level 1 to take into account the formal /off site training components of Traineeships.

Requirements of the job

Some or all of the following are needed to be demonstrated or have the potential to be developed by the Trainee:

Skills, Knowledge, Experience, Qualifications and/or Training

- No formal qualifications however satisfactory completion of at least Year 10 year schooling is highly desirable.
- Ability, aptitude and interest in providing administrative and clerical support through a Traineeship.
- Computer literate with basic keyboard skills appropriate to achieving the competency standards of the Traineeship.
- Willingness and a commitment to attend formal job training as provided under the Traineeship through the approved Registered Training Organisation.
- Employers are to provide substantial on the job training and support of the employee.

Responsibilities

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

- Satisfy the objectives and requirements of a Traineeship as defined by the Training and Skills Development Act 2008
- Undertake routine activities of an administrative support nature such as reception/ Switchboard, e.g. directing telephone callers to appropriate staff, message taking, issuing routine information.

- Undertake straight forward operation of keyboard equipment at a basic level after having received appropriate training, and to continue to practise and develop competency in office based computer packages and equipment.
- Assist with routine administrative tasks including photocopying, mail, correspondence, management of stationery and other office resources.
- Maintenance of basic records including filing, collating, photocopying.

Organisational Relationships

Works under close direction and direct supervision

Extent of Authority Work

- Outcomes are clearly monitored;
- Freedom to act is limited by standards and procedures.
- Solutions to problems are found in established procedures and instructions with assistance readily available.

Positions at this level are remunerated at 20% lower than NY Level 1 to take into account the formal on/off site training components of the Traineeship and must be consistent with the national Training and Skills Development Act 2008

Level 1

Characteristics of the level

A person employed Level 1 will work under close direction and undertake routine activities which require the practical application of basic skills and techniques.

General features of work in this category consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.

Positions at this level will involve employees in extensive on the-the-job training including familiarisation with the goals and objectives of the workplace.

Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills.

Supervision of other staff is not a feature at this level.

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

Requirements of the job

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

Skills, Knowledge, Experience, Qualifications and/or Training

- developing knowledge of the workplace function and operation;
- basic knowledge of administrative practices and procedures relevant to the workplace;
- a developing knowledge of work practices and policies of the relevant work area;

- basic numeracy, written and verbal communication skills relevant to the work area;
- no formal qualifications are required however satisfactory completion of Year 11 is highly desirable.
- at this level employers are required to offer substantial on the job training;

Responsibilities

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

- undertake routine activities of a support nature;
- undertake straightforward operation of keyboard equipment including data input and basic word processing at a basic level after having received training;
- provide routine information including general reception duties;
- apply established practices and procedures;
- undertake routine office duties involving filing and/or maintenance of an existing records system;
- under close direction, assist with the development, planning, implementation and evaluation of community services programs at an elementary level;
- under close direction, undertake work with individual clients at a first contact level;

Organisational Relationships

Work under direct supervision

Extent of Authority

- work outcomes are clearly monitored;
- freedom to act is limited by standards and procedures;
- solutions to problems are found in established procedures and instructions with assistance readily available.

Example of roles at Level 1 include but are not limited to:

- Graduate Administration Trainees
- Clerical Assistants

Level 2

Characteristics of the level

A person employed as a Level 2 will work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge. Employees will be under the direct supervision of a senior worker.

General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available.

Employees may be responsible for a minor function and/or may contribute specific skills to the work area. In addition, employees may be required to assist senior workers with specific projects.

Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees concerning established procedures to meet the objectives of a minor function.

Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees.

Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

Supervision of other staff is not a feature of this level.

Oversight of paid employees or volunteers may be a feature of this level.

Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level.

Requirements of the job

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

Skills, Knowledge, Experience, Qualification and/or Training

- basic skills in oral and written communication with clients and other members of the public;
- knowledge of established work practices and procedures relevant to the workplace;
- knowledge of policies relating to the workplace;
- application of techniques relevant to the workplace;
- developing knowledge of statutory requirements relevant to the workplace;
- understanding of basic computing concepts;
- Maintaining a current South Australian Drivers Licence and satisfactory driving record
- the prerequisites for this would be equivalent to:
 - appropriate certificate relevant to the work required to be performed; or
 - will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - or
 - appropriate on-the-job training and relevant experience;
 - or
 - entry point for certificate 3 without experience.

Responsibilities

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

- undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- achieve outcomes which are clearly defined;
- perform tasks including the provision of more than routine information;
- assist senior employees with special projects;
- perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- assist with administrative functions;
- assist senior employees in the preparation, implementation and evaluation of developmental and/or special program at an elementary level;
- prepare, implement, and evaluate developmental and/or special programs for individual clients in consultation with a senior employee;
- accept responsibility for a single program function within a range of activities.

Organisational Relationships

Work under regular supervision.

Provide limited guidance to a limited number of lower classified employees.

Extent of Authority

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

Examples of roles at Level 2 include but are not limited to:

- Administration Support Officer
- Health Services Reception
- Information Technology Support Assistant

Level 3

Characteristics of the level

A person employed as a Level 3 will work under general direction in the application of procedures, methods and guidelines which are well established. Employees appointed at this level will work under the direct supervision of a senior worker.

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work skills acquired through qualifications and/or previous work experience. Assistance is available from senior staff. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

Positions at this level allow employees the scope for exercising initiative in the application of established work procedures.

At this level employees may be required to provide supervision of lower classified employees. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a workplace.

Employees will be responsible for managing and planning their own work and that of lower classified staff.

Supervisors should have a basic knowledge of principles of human resource management and be able to assist subordinate staff with on-the-job training.

Three year degree holders will commence at step 1 of this level and will progress to successive steps upon each 12 months full-time equivalent satisfactory service.

A 4 year degree holder will commence at step 2 of this level and will progress to successive steps within the level upon completion of each 12 full time equivalent month's satisfactory service.

Requirements of the job

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

Skills, Knowledge, Experience, Qualifications and/or Training

- thorough knowledge of work activities performed within the workplace;
- sound knowledge of procedural/operational methods of the workplace;
- may utilise limited professional or specialised knowledge;
- working knowledge of statutory requirements relevant to the workplace;
- ability to apply computing concepts.

The prerequisites for entry to this level would be equivalent to:

- entry level for degree holder;
- or
- Diploma with relevant experience;
- or
- appropriate certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

Responsibilities

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

- undertake responsibility for various activities in a specialised area;
- exercise responsibility for a function within the work area;
- assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the officer;
- supervise the work of other subordinate staff;
- perform tasks of a sensitive nature including the provision of information requiring a high degree of judgement, initiative and confidentiality;
- co-ordinate elementary community service programs or a single program at a more complex level;
- where prime responsibility lies in a "professional" field, officers at this level would undertake at least some of the following:
 - undertake some minor phase of a broad or more complex assignment;
 - provide assistance to senior officers;
 - perform duties of a specialised nature;
 - plan and co-ordinate elementary community-based projects/programs;
 - perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

Organisational Relationships

- Graduates work under direct supervision;
- work under general supervision;
- operate as member of a professional team;
- supervise other employees

Extent of Authority

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

Examples of roles at Level 3 include but are not limited to:

- Senior Reception
- Accounts Receivable/Accounts Payable Officer
- Information Technology Support Officer

Level 4

Characteristics of the level

A person employed as a Level 4 will work under general direction in the application of procedures, methods and guidelines which are well established.

Positions at this level allow employees the scope for exercising initiatives in the application of established work procedures.

General features at this level require the application of knowledge and skills which may be gained through qualifications and/or previous experience. Positions will involve a range of work functions and may involve the supervision of a section or in the case of a small employer a program or branch.

Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field.

Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.

Employees may deliver services in an office or clinical environment, and/or externally such as at campsites and in clients' homes.

Employees require skills in managing time, setting priorities, planning and organising their own work to achieve specific objectives.

Employees will be expected to set outcomes and further develop work methods where general work procedures are not well defined.

Employees at this level may be required to supervise various functions within a defined work area or an activity of a complex nature. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility.

Employees may be required to provide specialist expertise/advice in their relevant discipline.

At this level employees may be required to supervise lower classified staff in their day to day work and/or establish the most appropriate operations methods for the section/branch or program.

Graduates with recognised qualification pursuant to this Award who have completed the relevant satisfactory service at level three will progress by yearly full-time equivalent incremental steps to the maximum of this level.

Requirements of the job

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

Skills, Knowledge, Experience, Qualifications and/or Training

- knowledge of departmental programs, policies and activities;
- sound discipline knowledge gained through experience;
- knowledge of the role of Nunkuwarrin Yunti's structure and service;
- relevant degree with relevant experience; or
 - Associate Diploma with substantial experience;or
 - relevant qualifications in more than one discipline;or
 - attained through previous appointments, services and/or study an equivalent level of experience and expertise to undertake the range of activities required.

Responsibilities

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

- responsible for a range of functions within the section and/or department requiring a high level of knowledge and skills;
- undertake responsibility for a moderately complex project;
- undertake a minor phase of a broader or more complex professional assignment;
- assist with the preparation or prepare departmental or section budgets;
- set priorities and monitor workflow in areas of responsibility;
- provide expert advice to lower classified officers;
- exercise judgement and initiative where procedures not clearly defined;
- undertake duties utilising knowledge of procedures and statutory requirements relevant to the work areas;
- operate as a specialist officer in the relevant discipline where decisions made and taken rest with the officer with no reference to a senior officer;
- where the prime responsibility lies in a "professional" field, officers at this level, would undertake at least some of the following:
 - under general direction undertake tasks of a specialised and/or detailed nature;
 - provide reports on progress of project activities including recommendations;
 - exercise professional judgement within prescribed areas which may include supervision of the function;
 - carry out planning studies for particular projects including aspects of design, formulation of policy, implementation procedures and presentation;
 - exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - plan, develop and operate a community service program of a moderately complex nature
 - plan, develop, implement, evaluate and promote social and emotional health services to clients including counselling and case management which are delivered in a culturally safe manner.

Organisational Relationships

- work under general direction;
- operate as a member of a team;
- supervise other employees or work in a specialised field.

Extent of Authority

- exercise a degree of autonomy;
- control projects and/or programs
- set outcomes for subordinates;
- establish priorities and monitor workflow in areas of responsibility;
- solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions.
- Assistance is available when required.

Examples of roles at Level 4 include but are not limited to:

Payroll Officer
Resource/Assets Officer
Information Technology Officer

Level 5

Characteristics of the level

A person employed as Level 5 will operate under limited direction from senior employees and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

General features at this level allow employees the scope to influence the operational activities of the work area. Employees at this level will be expected to contribute to the management of the section and/or department, assist/prepare budgets, establish procedures and work practices etc. In addition, employees at this level will be required to provide expert advice to employees classified at a lower level.

Positions at this level will require responsibility for decision making in their particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work area. Employees will be required to set outcomes for the work area for which they are responsible so as to achieve the objectives of the work area.

Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve work area issues, negotiate contracts, develop and motivate subordinate staff. Understand and implement effective human resource management practices.

Requirements of the job

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

Skills, knowledge, Experience, Qualification and/or Training

- discipline/specialist skill and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
- discipline knowledge gained through experience, training or education;
- appreciation of the long term goals of Nunkuwarrin Yunti;
- detailed knowledge of program activities and work practices relevant to the work area;
- knowledge of Nunkuwarrin Yunti structures or functions; and
- comprehensive knowledge of Nunkuwarrin Yunti's policies;
- comprehensive knowledge of requirements relevant to the discipline;

- The prerequisites for entry to this level are a degree;
 - or
 - qualifications in more than one discipline;
 - or
 - Associate Diploma with substantial relevant experience;
 - or
 - Relevant Diploma with professional experience;
 - or
 - less formal qualifications with substantial vocational skill and experience to sufficiently perform the role at this level.

Responsibilities

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

- undertake significant projects and/or functions involving the use of analytical skills;
- provide advice on matters of complexity within the work area and/or discipline;
- undertake a range of duties within the work area, including problem definition, planning and the exercise of judgement;
- provide advice on policy matters and contribute to their development;
- exercise a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;
- undertake duties which involve more than one discipline;
- provide a consultancy service for a range of activities;
- where prime responsibility lies in a "professional" field an employee at this level would undertake at least some of the following:
 - provide support to a range of activities or programs;
 - control and co-ordinate projects;
 - contribute to the development of new procedures and methodology;
 - provide expert advice/assistance relevant to the discipline;
 - supervise/manage the operation of a work area;
 - supervise on occasions other professional staff within the discipline;
 - provide consultancy services for a range of activities.

Organisational Relationships

- works under limited direction
- supervision of staff

Extent of Authority

- may assist with managing a work area of a significant program or co-ordinate a minor program;
- exercise a degree of autonomy (advice available on complex or unusual matters);
- undertake significant projects and/or functions.

Examples of roles at Level 5 include but are not limited to:

Training Assessor
Quality Improvement & Research Officer

Level 6

Characteristics of the level

A person employed at Level 6 will operate under limited direction and exercise managerial responsibility for various functions within the work area or Program. An employee at this level may operate as a specialist, either as a member of a specialist team or independently.

General features at this level require employees the scope to influence the operational activities of the work function or Program, and would require employees to be involved with establishing operational procedures which impact on Nunquwarrin Yunti and/or the sections of the community served by it.

Employees at this level will be expected to contribute to management of the Program or a section thereof, assist or prepare budgets, establish procedures and work practices.

Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of Nunquwarrin Yunti.

Employees may exercise managerial responsibility for a work area, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs/activities.

Positions at this level have either supervisory and team manager responsibilities, or other high level specialist project coordination responsibilities.

Positions at this level will require responsibility for decision making in the particular work area or the provision of expert advice. Employees will be required to provide consultation or assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of Nunquwarrin Yunti. They may be expected to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of Nunquwarrin Yunti.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve work area issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area; the level of responsibility for decision making; the exercise of judgement; delegated authority; or the provision of expert advice.

Requirements of the job

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

Skills, Knowledge, Experience, Qualification and/or Training

- comprehensive knowledge of Nunkuwarrin Yunti policies and procedures;
- specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
- specialist knowledge gained through experience, training or education;
- appreciation of the long term goals of Nunkuwarrin Yunti;
- detailed knowledge of program activities and work practices relevant to the work area;
- knowledge of Nunkuwarrin Yunti's structures and functions;
- comprehensive knowledge of requirements relevant to the discipline;
- the prerequisites for entry to this level would be a degree with substantial professional experience;
 - or
 - Associate Diploma with substantial relevant experience
 - or
 - Relevant Diploma with professional experience;
 - or
 - less formal qualifications with substantial vocational skill and experience to sufficiently perform the role at this level
 - or
 - Certificate Level 4 with specialised skills and experience sufficient to perform at this level

Responsibilities

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

- undertake significant projects and/or functions involving the use of analytical skills;
- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with Nunkuwarrin Yunti's goals;
- exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi specialist operation;
- provide advice on matters of complexity within the work area and/or specialised area;
- undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgement;
- provide advice on policy matters and contribute to their development;
- negotiate on matters of significance to Nunkuwarrin Yunti with other bodies and/or members of the public;
- control and co-ordinate a work area or a larger work function within budgetary constraints;
- exercise autonomy in establishing the operation of the work area;
- provide a consultancy service for a range of activities and/or to a wide range of clients;
- where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - provide support to a range of activities or programs;
 - control and co-ordinate projects;
 - contribute to the development of new procedures and methodology;
 - provide expert advice/assistance relevant to the work area;
 - supervise/manage the operation of a work area and monitor work outcomes;

- supervise on occasions other specialised staff;
- provide consultancy services for a range of activities.

Organisational Responsibilities

- works under limited direction from senior staff or management;
- full supervision of other staff, including establishing and monitoring work outcomes.
- negotiate on matters of significance within the section and/or department, with other bodies and/or members of the public;
- control and co-ordinate a work area within budgetary constraints;

Extent of Authority

- may manage a work area in a medium to large organisation or multi worksite organisation;
- have significant delegated authority. Selection of methods and techniques based on sound judgement. Exercise autonomy (advice available on complex or unusual matters);
- manage significant projects and/or functions;
- decisions and actions taken at this level may have significant effect on programs, projects or worksites being managed;
- control projects and/or programs;
- set outcomes for lower classified staff;
- solutions to problems can generally be found in documented techniques, procedures and guidelines or instructions. Assistance may be available when required.

Examples of roles at Level 6 include but are not limited to:

Team Manager roles

Health Information Management Officer

NUNKUWARRIN YUNTI OF SA CLASSIFICATION CHARACTERISTICS

HEALTH SERVICES LEVELS

Health Services roles include, but are not limited to, positions which require Medicare/and or Australian Health Practitioner Registration Authority (AHPRA). Positions of Aboriginal Health Worker are limited to employees who are accepted as Aboriginal by the Aboriginal Community.

Trainee –Health Services Worker

Characteristics of the level

A person employed as an Aboriginal Health Worker Trainee, or a Community Health Worker Trainee will work under close direction and daily supervision whilst receiving formal on and off the job training consistent with the development of skills to perform basic duties at Level 1 of Nunkuwarrin Yunti Health roles.

Requirements of the job

- Under close direction, and after having received appropriate training, assist with routine health screening activities and/or other basic routine health services activities.
- Progressively apply health worker knowledge and practise and develop competency in applying established practices and procedures.
- Under close direction, undertake work with clients at a first contact level.
- Provide routine health information.
- Satisfy the objectives and requirements of a Traineeship as defined by the Training and Skills Development Act5 2008

Skills, Knowledge, Experience, Qualifications and Training

- No formal qualifications however satisfactory completion of at least Year 10 schooling is highly desirable
- Ability, aptitude and interest in providing clinical /social health support through undertaking a Traineeship.
- Develop knowledge of Nunkuwarrin Yunti's function and operation and of work practices and policies.
- Basic knowledge of health screening practices and procedures.
- Basic numeracy written and verbal communication skills.
- Substantial on the job training provided.

Organisational Relationships / Direction

Works under direct supervision

Extent of Authority

Work outcomes are clearly monitored.

Freedom to act is limited by standards, procedures and instructions.

Solutions to problems are found in established procedures and instructions with assistance readily available.

Level 1 – Health Services Worker

Characteristics of the level

A person employed as a Health Services Workers, including Aboriginal Health workers at Level 1 will work under close direction and undertake routine activities which require the practical application of basic skills and techniques.

General features of work in this category consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.

Positions at this level will involve employees in extensive on the-the-job training including familiarisation with the goals and objectives of the workplace.

Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills.

Supervision of other staff is not a feature at this level however employees may provide limited assistance to Trainees.

Requirements of the job

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

Maintaining a current South Australian Drivers Licence and satisfactory driving record

- Ability and confidence to undertake a range of health worker/support activities requiring the application of acquired skills and knowledge and may exercise limited initiative and/or judgement within clearly established protocols.
- Ability to achieve outcomes which are clearly defined.
- Ability to provide routine health information to clients.
- Ability and aptitude to perform elementary health screening and/ or social health support tasks requiring knowledge of established health protocols and health /or social and emotional education activities.
- Ability to assist with administrative functions including client notes and statistical recording.

Skills, Knowledge, Experience, Qualifications and Training

Level 1 Aboriginal Health Workers:

- Minimum qualification is Certificate Level 3 in Aboriginal Primary Health
- Knowledge of established health screening policies, practices and protocols.
- Applies acquired skills in health screening protocols.
- Developing knowledge of statutory requirements and quality assurance processes associated with clinical practice.
- Skilled in oral and written communication with clients.
- Understanding and use of computing equipment and databases

Other Level 1 Health Services Officer:

- Completion of relevant qualifications in health support roles and/or demonstrated vocational experience in the relevant health field consistent with the position role and responsibilities. And/or studying towards such qualifications is a minimum requirement.
- Basic knowledge of health support practices and procedures relevant to the workplace;
- A developing knowledge of work practices and policies of the relevant work area;
- Basic numeracy, written and verbal communication skills relevant to the work area;
- Good oral and written communication skills and the ability to communicate effectively with clients.
- Understanding and use of computing equipment and databases.

Organisational Relationships/Direction

- Work under regular supervision of a Senior Health Services Worker or Aboriginal Health Practitioner.
- At this level the employer will offer substantial on the job training;

Extent of Authority

- Work outcomes are monitored.
- Have freedom to act within established guidelines.
- Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents, and guidelines.
- Assistance will be available when problems occur.

Examples of Health Services Level 1 roles include but are not limited to:

Aboriginal Health Worker
Community Health Services Workers
Transport Officer

Level 2 – Health Services Worker

Characteristics of the level.

A person employed as a Health Services Worker or Aboriginal Health Worker at Level 2 will work under general supervision and undertake a range of health work activities requiring the application of established procedures and exercise limited initiative and judgement within clearly established protocols.

General features of work in this category requires performing tasks of a sensitive nature including the provision of health information requiring the exercise of judgement, initiative and confidentiality.

Employees receive instructions on the broader aspects of work while having the freedom to act within defined established practices, exercising initiative in the application of established health protocols and procedures.

Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

Employees will be responsible for the time management of their work, and will set priorities for their work and monitor own workflow.

Employees may provide limited assistance to Trainees.

Requirements of the job

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

- Ability to undertake a range of health work activities requiring the application of established procedures and exercise limited initiative and judgement within clearly established protocols.
- Ability to perform tasks of a sensitive nature including the provision of health information requiring the exercise of judgement, initiative and confidentiality.
- Ability to undertake community health education programs
- Ability to set priorities and monitor own workflow.

Skills, Knowledge, Experience, Qualifications and Training

Level 2 Aboriginal Health Workers:

- Minimum qualification is Certificate Level 3 in Aboriginal Primary Health Care **and** one year of demonstrated vocational experience in the relevant health field consistent with the position's role and responsibilities relevant to a Health Worker.
- Progressive clinical health/social health knowledge gained through qualification and experience.
- Sound knowledge of health screening/social health protocols.
- Understanding and use of computing equipment and databases.
- Working knowledge of statutory requirements and quality assurance processes associated with clinical practice.

Other Level 2 Health Services Worker Roles:

- Minimum qualification in Certificate III **and/or** minimum of one year of demonstrated vocational experience in the relevant health field consistent with the positions role and responsibilities
- Understanding and knowledge of social, health, and cultural issues effecting the Aboriginal and Torres Strait Islander population in Adelaide and the greater metropolitan region
- Well-developed written and verbal communication skills
- Ability to competently use computing software.
- Ability to effectively communicate with clients
- Self-confidence and the ability to work without direct supervision, exercising tact and confidentiality as required.
- Commitment to the principles of primary health care
- Ability to work well as part of a multi-disciplinary team

Organisational Relationships/Direction

- Works under general supervision
- May provide assistance to Trainees.

Extent of Authority

- Receive instructions on the broader aspects of work.
- Freedom to act within defined established practices, exercising initiative in the application of established health protocols and procedures.
- Problems can usually be solved by reference to procedures, documented methods and instructions.
- Assistance is available when problems occur.

Examples of Health Services Level 2 roles include but are not limited to:

Aboriginal Health Worker - Clinic
Aboriginal Health Worker – Community Care
Case Worker roles

Level 3 – Health Services Worker

Characteristics of the level.

A person employed as a Health Services Worker or Aboriginal Health Workers at Level 3 will fulfil all the requirements of Level 2 plus demonstrate knowledge of health delivery and support programs, policies and activities, with some knowledge of wider Nunkuwarrin Yunti programs.

Requirements of the job

The following are needed to perform work at this level:

- Ability to undertake a range of health work activities requiring the application of established procedures and exercise limited initiative and judgement within clearly established protocols.
- Ability to perform tasks of a sensitive nature including the provision of health information requiring the exercise of judgement, initiative and confidentiality.
- Ability to undertake community health education programs
- Ability to set priorities and monitor own workflow.

Skills, Knowledge, Experience, Qualifications and Training

Level 3 Aboriginal Health Workers

- Minimum qualification is Certificate IV in Aboriginal Primary Health Care (Practice) and minimum of two years of demonstrated vocational experience in the relevant health field consistent with the position's role and responsibilities.

Other Level 3 Health Services Officer:

- An appropriate vocational and/or tertiary qualification in health sciences, health promotion, counselling, community services or similar disciplines to at least the equivalent of Certificate IV in Primary Health Care (Community care) and/or Community/social health services ;

And/or minimum of two years vocational, experience attained through previous appointments, services and/or study at an equivalent level and expertise to undertake the range of activities required.

- Experience in providing all or some of the following: effective and well informed advice, assessment, counselling, case management, advocacy, liaison and referral to community services.
- Well developed written and verbal communication skills and the ability to communicate effectively with Aboriginal people.
- Ability to liaise, network and negotiate with a range of human service organisations and government agencies.
- Ability to deal with people with high and complex needs and the ability to deal with conflict constructively.

- Demonstrated experience in managing a diverse range of tasks and competing priorities, working with minimal supervision and working as a member of a team.

Organisational Relationships/Direction

- Works under general supervision
- May provide assistance to trainees and less experienced/lower classified support staff.

Extent of Authority

- Receive instructions on the broader aspects of work.
- Freedom to act within defined established practices, exercising initiative in the application of established health protocols and procedures.
- Problems can usually be solved by reference to procedures, documented methods and instructions.
- Assistance is available when problems occur.

Examples Health Services Level 3 roles include but are not limited to:

Aboriginal Health Worker (non AHPRA or Medicare Provider Number registered)
 Social Health Duty Worker
 Social Worker (non AHPRA non-professional association or Medicare Provider Number registered)
 Caseworkers
 Community Health Coordinator
 Counsellors

Level 4 – Health Services Worker

Characteristics of the level

A person employed as a Health Services Worker, Caseworker, Counsellor, Social worker or Aboriginal Health Practitioner Level 4 and Senior Aboriginal Health Practitioner will work under limited direction providing advice and services to clients on health issues of some complexity

A person at this level must be registered with the Australian Health Practitioner Registration Authority (AHPRA) or another suitable nationally recognised professional association, and may hold a Medicare Provider Number.

General features of work at this level include coordinating and delivering a range of health related community education activities and performing clinical tasks of a sensitive nature requiring the exercise of judgement, initiative and confidentiality.

Work at this level requires a high level of experience and expertise and an understanding of the broader goals of Nunkuwarrin Yunti.

Contributing to policy is expected at this level.

Employees may represent Nunkuwarrin Yunti with other bodies and/or members of the public.

Employees may provide limited assistance to lower classified employees.

Requirements of the job

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

- Provide generalised health care delivery
- Provides advice to clients on physical, emotional and social health issues of some complexity.
- Exercise judgement and initiative where procedures are not clearly defined.
- Undertake duties utilising knowledge of procedures and statutory requirements.
- Coordinate and undertake community education programs in health and associate programs
- Contribute to the development of policy.
- Exercise a high level of interpersonal skills in dealing with the public and other organisations.
- Represent Nunkuwarrin Yunti with other bodies and/or members of the public.

Skills, Knowledge, Experience, Qualifications and Training

Level 4 Aboriginal Health Practitioner:

- Minimum qualification is Certificate IV in Aboriginal Primary Health Care or equivalent deemed suitable by the Australian Health Practitioner Registration Authority (AHPRA), minimum of three years of demonstrated vocational experience in the relevant health field consistent with the positions role and responsibilities and registration with the Australian Health Practitioner Registration Authority (AHPRA).
- May hold a Medicare Provider Number.
- Knowledge of policies, protocols, standards and practices relevant to health services delivery.
- Well-developed clinical skills with a specialisation in health care
- Applies health and wellbeing knowledge gained through experience, training or education.
- Sound knowledge of health screening protocols.
- Undertake various health work activities requiring a high level of knowledge and skills including quality assurance clinical audit activities.
- Support the goals of the Nunkuwarrin Yunti.

Other level 4 Health Services Worker positions:

- For Counsellors and Social Workers: a recognised qualification in Social Work, Psychology, Counselling, Behavioural Science or related field.
- May hold a Medicare Provider Number, or be eligible to apply for registration for a Medicare Provider Number.
- Must be a registered member of an appropriate professional body.
- Require a minimum of four years demonstrated vocational experience in the relevant health field consistent with the position role and responsibilities.
- Demonstrated experience such as health promotion, counselling, case management, program coordination and delivery.
- Counsellor roles to demonstrate skills in assessment, individual therapy, counselling and treatment of a broad range of emotional and psychosocial health issues.
- A comprehensive understanding of contemporary Aboriginal and Torres Strait Islander family dynamics and kinship systems.
- An understanding of legal issues and legislation related to the role.
- A strong understanding of the principles and delivery of comprehensive services such as primary health care, social and emotional wellbeing and group work.
- Demonstrate high level negotiation skills with the ability to resolve conflict successfully.
- Highly developed knowledge of theory and practice in a range of therapeutic counselling methodologies and interventions..
- Experience in managing a clinical caseload of clients with high and complex needs
- Ability to research, analyse and contribute to project planning and delivery.
- Demonstrate a high level communication, presentation and negotiation skills with people from a diverse range of backgrounds, professions and organisations.

- Demonstrated experience in the use of computer software appropriate to the role.

Organisational Relationships/Direction

- Works under limited direction.
- May provide assistance to lower classified employees.
- Supervision of other staff, including establishing and monitoring work outcomes may be required

Extent of Authority

- Exercise a degree of autonomy (advice available on complex or unusual matters).
- Coordinate programs and activities as needed.
- Scope for exercising initiative in the application of established work procedures.
- Scope for influencing operational health activities.

Examples of roles at Level 4 include but are not limited to:

Aboriginal Health Practitioner registered with AHPRA as an Aboriginal Health Practitioner and eligible for a Medicare Provider Number

Level 5 – Health Services Worker

Characteristics of the level

A person employed as a Health Services Worker, Caseworker, Counsellor, Social worker or Aboriginal Health Practitioner Level 5 and Senior Aboriginal Health Practitioner will work with autonomy with advice being available on highly complex or unusual matters, providing advice and services to clients on complex health issues.

A person at this level must be registered with the Australian Health Practitioner Registration Authority (AHPRA) Aboriginal and Torres Strait Islander Health Practice Board of Australia and hold a Medicare Provider Number.

General features of work at this level include coordinating programs and/or functions as needed.

Coordinating and delivering a range of health related community education activities and performing clinical tasks of a sensitive nature requiring the exercise of judgement, initiative and confidentiality.

Work at this level requires a high level of experience and expertise and an understanding of the broader goals of Nunkuwarrin Yunti.

Provide expert advice on policy matters to senior management and contribute to policy development.

Represent Nunkuwarrin Yunti with other bodies and/or members of the public.

Employees will provide assistance to lower classified employees.

Perform duties with little professional direction.

Requirements of the job

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

- Provide specialised health care delivery
- Provides advice to clients on complex physical, emotional and social health issues
- Exercise autonomy, judgement and initiative where procedures are not clearly defined.
- Undertake duties utilising comprehensive knowledge of procedures and statutory requirements
- Coordinate and undertake community education programs in health and associate programs
- Provide expert advice and contribute to the development of policy
- Exercise a very high level of interpersonal skills in representing Nunkuwarrin Yunti with the public and other organisations.
- Control, coordinate, plan and evaluate operations which include providing reports, analysis and interpretation for senior management.
- Responsible for the specialised health care delivery and/or evaluation of health programs
- Undertake a range of health and/or counselling duties, including developing work practices and procedures, problem definition, planning and requiring the exercise of judgement.
- Ensure primary health care assessments are performed.
- Ensure primary Health Care client plans are implemented
- Supervise Aboriginal Health and/or service Worker

Skills, Knowledge, Experience, Qualifications and Training

Level 5 Aboriginal Health Practitioner- Specialist:

- Minimum qualification is Certificate IV in Aboriginal Primary Health Care or equivalent deemed suitable by the Australian Health Practitioner Registration Authority (AHPRA), minimum of three years of demonstrated vocational experience in the relevant health field consistent with the positions role and responsibilities and registration with the Australian Health Practitioner Registration Authority (AHPRA).
- Must hold a Medicare Provider Number.
- A comprehensive knowledge of policies, protocols, standards and practices relevant to health services delivery.
- Applies health and wellbeing knowledge gained through experience, training or education.
- Sound knowledge of health screening protocols.
- Undertake various health work activities requiring a high level of knowledge and skills including quality assurance clinical audit activities.
- Support the goals and vision of Nunkuwarrin Yunti.
- Extensive knowledge of program activities and work practices.
- Specialist knowledge gained through experience, training or education.

Other level 5 Health Services Officer positions

- Other allied health professionals must have a recognised qualification in that is suitable for registration by AHPRA.
- Must hold a Medicare Provider Number
- Must be a registered member with of an appropriate professional body regulated by AHPRA. For example, the Psychology Board of Australia, Podiatry Board of Australia, Occupational Therapists Board of Australia, Physiotherapy Board of Australia.
- Require a minimum of four years demonstrated vocational experience in the relevant health field consistent with the position role and responsibilities.
- Demonstrated experience such as health promotion, counselling, case management, program coordination and delivery.

- Well-developed clinical skills with a specialisation in health care
- Demonstrated high level of health worker skills and experience in supervision
- Specialist knowledge gained through experience, training or education

Organisational Relationships/Direction

- Works under limited direction
- Provides assistance to lower classified employees
- Supervision of other staff, including establishing and monitoring work outcomes may be required

Extent of Authority

- Exercise autonomy with advice being available on highly complex or unusual matters.
- Scope for exercising initiative in the application of established work procedures.
- Scope for influencing operational health activities.

Examples of roles at Level 5 include but are not limited to:

Senior Aboriginal Health Practitioner registered with AHPRA as a Senior Aboriginal Health Practitioner (Member of a Professional body and with a Medicare Provider Number)
 Aboriginal Health Practitioner – Specialist registered with AHPRA as a Senior Aboriginal Health Practitioner (Member of a Professional body and with a Medicare Provider Number)
 Psychologist, (Member of a APHRA national body and with a Medicare Provider Number)
 Health Services Project Coordinators (Member of a APHRA national body and with a Medicare Provider Number)
 Social Worker / Community Liaison Worker (Member of a APHRA national body and with a Medicare Provider Number)

**NUNKUWARRIN YUNTI OF SA
CLASSIFICATION CHARACTERISTICS**

NURSING

General Definition:

Registered Nurse means an employee who is registered by the Australian Health Practitioner Regulation Agency as a Registered Nurse and who holds a current practicing certificate.

Registered Nurse Level 1

A Registered Nurse works under the general guidance of a more competent registered nurse and is required to perform general nursing duties which substantially include, but are not confined to:

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

Registered Nurse Level 2

Employees classified at this level provide nursing and/or midwifery services in the primary health care setting. The activities required of roles at this level are predominantly clinical in nature. Work at this level is undertaken by employees with at least 3 years post registration experience. An employee at this level accepts accountability for own practice standards, activities delegated to others and the guidance and development of less experienced staff.

Employees in these roles will:

- provide proficient clinical nursing/midwifery care and/or individual case management to clients in a defined clinical area;
- assess client needs, plan, implement and coordinate appropriate service delivery options and communicate changes in condition and care;
- oversee the provision of care within the team or unit;
- provide health education, counselling and rehabilitation programs to improve the health outcomes of individual clients or groups;

- plan and coordinate services including those of other disciplines or agencies as required to meet individual and/or group health care needs;
- demonstrate and promote an approach to practice that supports the implementation and maintenance of systems to protect clients and staff;
- integrate theoretical knowledge, evidence from a range of sources and own experience to devise and achieve agreed client care outcomes;
- work within and promote a nursing model of client centred care or midwifery model of partnership and support for the right to self-determination in life processes;
- act to resolve local and/or immediate nursing care or service delivery problems;
- support change management processes;
- contribute to communication processes that effectively deal with challenging behaviours and the resolution of conflicts;
- work within a local leadership team to attain consistency of practice standards and local service outcomes;
- participate in clinical teaching, overseeing learning experiences, and goal setting for students, new staff and staff with less experience or knowledge;
- Act as a resource person within an area based on knowledge, experience and skills;
- Manage own professional development activities and portfolio. Support the development of others.

Registered Nurse Level 3

Employees classified at this level use their clinical knowledge and experience to provide the pivotal co-ordination of client care delivery. The main focus of this role is the line management, coordination and leadership of team activities to achieve continuity and quality of client care. Work at this level is undertaken by employees with at least 3 years post registration experience.

Employees in this role accept accountability for the outcomes of practices in the practice setting, for addressing inconsistencies between practice and policy; and for developing team performance and a positive work culture in the interest of patient/client outcomes.

All employees in these roles will:

- coordinate and oversee client care and health service delivery for a specified area;
- lead the practise team within a professional practice framework;
- integrate contemporary information and research evidence with personal experience to support decision making, innovative thinking and objective analysis;
- maintain productive working relationships and manage conflict resolution;
- develop and maintain a learning environment, taking a coaching approach to team development, individual capability development and performance management;

- implement and co-ordinate, within the span of control, processes for quality improvement and professional practice;
- use available information systems to inform decision making, evaluate outcomes and convey information to staff;
- implement local processes to investigate complaints, incidents and accidents;
- change local processes and practices in accordance with emerging service needs, care evaluation results, identified imminent systems problems, and coordination of local activities with corporate systems;
- may hold a contemporary professional practice portfolio containing evidence of learning and practice experience that underpin a demonstrable application of knowledge and skills commensurate with the level and type of practice expected of the role.

Registered Nurse Level 4

Employees classified at this level provide the pivotal co-ordination of client care delivery. The main focus of this role is the line management, coordination and leadership of the nursing/midwifery and AWH team activities, including where relevant, such local resource management as to achieve continuity and quality of patient/client care.

Employees in this role accept accountability for the outcomes of practices in the specific practice setting, for addressing inconsistencies between practice and policy; and for developing team performance within positive work cultures in the interest of patient/client outcomes.

Employees in this role will:

- manage, oversee and advise on nursing/midwifery and AWH care and health service delivery for a specified service delivery area which is demonstrably beyond the usual range for the Registered Nurse/Midwife (Level 3); OR
- manage, oversee and advise on nursing/midwifery and AWH care and health service delivery for a specified service delivery area which is demonstrably more professionally isolated than the usual range of the Registered Nurse (Level 3); OR
- lead a nursing/midwifery and/or multi-disciplinary team, which is (by direct reports and/or span of control or multiple operational links) demonstrably beyond the usual range of the Registered Nurse (Level 3) position;
- initiate, implement and co-ordinate processes within span of control, for quality improvement and continuity within corporate risk management and nursing/midwifery and AHW professional practice frameworks;
- integrate contemporary information and research evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- maintain productive working relationships and manage conflict resolution;
- develop and maintain a learning environment, taking a coaching approach to team development, individual capability development and performance management;

- use available information systems to inform decision making, evaluate outcomes and convey information to staff;
- implement local processes to operationalise the corporate risk management framework including investigating complaints, incidents and accidents;
- change local processes and practices in accordance with emerging service needs, care evaluation results, identified imminent systems problems, and coordination of local activities with corporate systems;
- Hold a contemporary professional practice portfolio containing evidence of qualifications and learning and practice experiences that underpin a demonstrable application of knowledge and skills commensurate with the level of autonomy, decision making authority and influence of recommendations expected of the role;

Employees in this role may be required to:

- (a) undertake a formal support/advisor role to other staff in relation to an area of expertise in service co-ordination;
- (b) implement important and/or influential systems used beyond own area of service co-ordination;
- (c) initiate, conduct, implement and/or guide a major research or systems development portfolio relevant to improved service outcomes and beyond the scope of the Clinical Service Co-ordination role;
- (d) undertake and/or oversee, within their span of control, some or all local resource management within the corporate administrative framework;
- (e) act as a consultant to the state or national health system in area of expertise;
- (f) present at conferences, undertake teaching and assessment and/or publish in refereed professional journals.

Registered Nurse Level 5

Employees classified at this level use their clinical knowledge and experience to provide strategic and operational leadership, governance, and direction for service delivery. These roles balance and integrate strategic and operational perspectives within a specified span of appointment.

Employees in this role accept accountability for the governance and practice standards; the effective implementation of corporate systems to support, evaluate and consistently improve practice and healthy work environments, and the cost effective provision of health services within their span of appointment.

Employees in this role will typically:

- provide corporate and professional advice, leadership, and management for a specified service;
- provide professional advice and leadership;

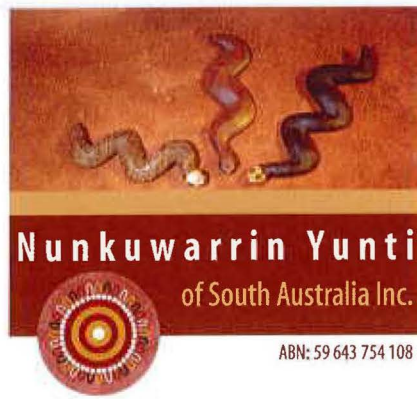
- initiate and/or oversee innovations, systemic change processes, and co-ordination of responses to practice and health service needs within their span of control;
- integrate contemporary information and research evidence with personal knowledge and experience to support executive level decision making;
- contribute to and implement the corporate professional practice framework established by Nunkuwarrin Yunti;
- implement the corporate administrative and risk management frameworks within span of responsibility;
- contribute to financial budgeting and management within a culture of due diligence;
- guide the use of information systems to inform decision making, and manage practice;
- oversee human resource systems implementation including processes and standards of staff recruitment, performance, development and retention;
- lead, coach, coordinate and support direct reports;
- lead the establishment of healthy working environments, respectful relationships and learning cultures across span of appointment;
- provide strategic leadership for innovation, change processes, and coordinated responses to emerging service and workforce needs within span of control;
- may hold a contemporary professional practice portfolio containing professional development evidence commensurate with the level of autonomy, authority and influence expected of the role.

SALARY PACKAGING ARRANGEMENTS

1. Salary Packaging under this agreement allows employees to receive up to 28% of their remuneration, or up to the maximum value of non-salary benefits provided concessional treatment by the Fringe Benefits Tax laws, whichever is the lesser, in a form other than take home pay. Employees will be offered the opportunity to choose from a list of benefits which will be paid for by the Employer instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the Employer. The net gross salary is then subject to "Pay-As-You-Go" (PAYG) tax.
2. All existing entitlements (ie. employer superannuation, leave loading, penalties, overtime) will be based on "pre-package" salary.
3. All employees covered under this Agreement have access to salary packaging arrangements subject to the following provisions:
 - a) Entry into a salary packaging arrangement is only to occur with the genuine consent of both parties. Employees have the right to take the salary rate only as outlined within this Agreement.
 - b) Employees wishing to enter into a salary packaging arrangement will be required to sign a document which indicates that:
 - i. they have sought expert advice (ie Tax Accountant / Financial Advisor) in relation to entering into such an arrangement, and;
 - ii. they understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary packaging to the Employer does not increase. If the employee elects to continue with packaging, the cost of the payment of the FBT will be passed back to him/her, or benefit items can be converted back to salary to be taxed at the relevant PAYG tax rate, and;
 - iii. that upon resignation or termination of employment the employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.
4. Salary packaging arrangements are undertaken by an external provider.
5. An employee may cancel a salary packaging agreement after twelve (12) months and revert to the salary rate applicable under this Agreement, by giving one month's notice.
6. An employee may change their salary packaging arrangements in consultation with the external provider.

ALLOWANCES AND REIMBURSEMENTS

1. The Employer will pay an allowance to a staff member when they are required to travel for business purposes & stay overnight for at least 1 night. Allowances will be paid for:
 - Accommodation at daily rates (for domestic travel only)
 - Meals (breakfast, lunch & dinner) unless provided by meeting/conference organisers or arranged as part of accommodation booking
 - Deductible expenses incidental to travel
2. *The amounts paid for these allowances are to be sourced from the ATO and are to be updated annually.*
3. The accommodation rates apply only for stays in commercial establishments like hotels, motels & serviced apartments. If a different type of accommodation is used the rates do not apply.
4. The amount for meals depends on the period & time of travel. That is, the rates only apply to meals (that is breakfast, lunch, dinner) that fall within the time of day from the commencement of travel to the end of travel covered by the allowance. If meals are included as part of the meeting / conference a separate meal allowance will not apply.
5. Incidental expenses will only be reimbursed on the production of valid receipts for legitimate incidental expenses incurred.



TO: FAIR WORK COMMISSION

ATTENTION: SENIOR DEPUTY PRESIDENT O'CALLAGHAN

RE: NUNKUWARRIN YUNTI OF SA INC
Application for approval of a single-Enterprise Agreement
Matter No (AG2013/5518)

DATE: 21 MARCH 2013

I refer to correspondence from the Senior Deputy President dated 14 March 2013 seeking further advice and/or signed undertakings with respect to the above Agreement.

QUESTION 1

Clause 5 of the agreement specifies the parties bound. This clause appears to provide an exclusion "if an employee is subject to another employment arrangement". I seek advice about this provision. If it is the case that the provision is intended to exclude employees who are covered by another enterprise agreement, I invite the provision of a signed undertaking to this effect. If it is the case that the provision is intended to allow employees to "opt out" of the agreement, the parties will need to demonstrate to me how the agreement can be approved

This clause is meant to cover:

1. Executive employees (including the Chief Executive Officer) and other senior appointments that are subject to 'common law' employment arrangements.
2. Medical and Dental Officers, who are also employed under 'common law' arrangements.

There is no other Enterprise Agreement for employees of the organisation and there is no intention to allow employees to 'opt out' of the Agreement.

QUESTION 2

I seek the provision of a comparison of wages and classifications under Schedule 2 of the agreement with the comparable award classifications and rates of pay. Whilst I am not suggesting that the agreement provisions are in fact less than the minimum award rates, the information available to me does not provide the capacity for ready application of the "better off overall test". In the event that this comparison identified a deficiency, an undertaking may be provided.

Health Services employees' wages and classifications (Schedules 2 and 5 respectively) are compared to the Health Professionals and Support Services Award 2010.

Please see the attached Table which is a direct comparison on a weekly rate basis as at 1/7/12. The table illustrates that there is no deficiency in the wage rates provided by the Agreement.

You will note that the Agreement provides for a Trainee classification and wages level. This is specifically designed to encourage indigenous people to enter health work and through appropriate training and attainment of qualifications, progress through the structure to senior levels.

I have not included the Trainee rates in the comparison but note that rates are significantly above those provided in Schedule E—National Training Wage - of the Award.

I have provided a comparison below of the classification characteristics of the Award and the Agreement.

Classification Characteristics - Comparison

HPSS Award Level 1

- Award pay points at Level 1 are specific in terms of tertiary qualification requirements as this is regarded as the entry level for health professionals, viz
 - Pay point 1 (UG 2 qualification)
 - Pay point 2 (three year degree entry)
 - Pay point 3 (four year degree entry)
 - Pay point 4 (masters degree entry)
 - Pay point 5 (PhD entry)

Level 2

- Works independently and is required to exercise independent judgment on routine matters
- may require professional supervision
- may be actively involved in quality improvement activities or research
- contributes to the evaluation and analysis

Nunkuwarrin Yunti Agreement

- The Agreement Level 1 is largely 'an extension' of the Trainee level, encouraging Indigenous staff in particular to obtain the Certificate Level 3 in Aboriginal Primary Health.
 - There is no tertiary qualification requirement.

- Aboriginal Health Workers require minimum qualification of Certificate Level 3 in Aboriginal Primary Health Care and one year of demonstrated vocational experience.
- Other Health Services roles require a minimum qualification of Certificate III and/or minimum of one year of demonstrated vocational experience
- work under general supervision and undertake a range of health work activities
- perform tasks of a sensitive nature including the provision of health information requiring the exercise of judgement, initiative and confidentiality

of guidelines, policies and procedures applicable to their clinical/professional work

- may be required to contribute to the supervision of discipline specific students
- May provide assistance to Trainees

HPSS Award Level 3

- Experienced and be able to independently apply professional knowledge and judgment
- High levels of specialist knowledge and skill as recognised by the employer
- Actively contributes to the development of professional knowledge and skills in their field of work
- May be a sole discipline specific health professional
- Performs across a number of recognised specialties within a discipline
- May be accountable for allocation and/or expenditure of resources and ensuring targets are met
- Is responsible for providing support for the efficient, cost effective and timely delivery of services

Level 4

- High level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline

Nunkuwarrin Yunti Agreement

- Aboriginal Health Workers require a minimum qualification of Certificate IV in Aboriginal Primary Health Care (Practice) and minimum of two years of demonstrated vocational experience
- Other Health Services roles require a minimum appropriate vocational and/or tertiary qualification in health sciences, health promotion, counselling, community services or similar disciplines to at least the equivalent of Certificate IV
- And/or minimum of two years vocational, experience attained through previous appointments, services and/or study at an equivalent level
- Works under general supervision
- May provide assistance to trainees and less experienced/lower classified support staff
- Receive instructions on the broader aspects of work
- Freedom to act within defined established practices, exercising initiative in the application of established health protocols and procedures
- Aboriginal Health Workers require a minimum qualification of Certificate IV in Aboriginal Primary Health Care or equivalent deemed suitable by AHPRA, minimum of three years of demonstrated vocational experience.

- Other Health Services roles require:
- recognised qualification in Social Work, Psychology, Counselling, Behavioural Science or related field
- may hold a Medicare Provider Number, or be eligible to apply for registration

HPSS Award

- Proven record of achievement at a senior level
- Capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation
- May be responsible to the executive for providing effective services and ensuring budget/strategic targets are met
- Supervises staff where required
- Expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework

Nunkuwarnin Yunti Agreement

- Minimum of four years demonstrated vocational experience.
- Must be registered with AHPRA or another suitable nationally recognised professional association.
- Comprehensive understanding of contemporary Aboriginal and Torres Strait Islander family dynamics and kinship systems.
- Coordinate and delivering a range of health related community education activities.
- Perform clinical tasks of a sensitive nature requiring the exercise of judgement, initiative and confidentiality.
- Supervision of other staff, including establishing and monitoring work outcomes may be required
- Coordinate programs and activities as needed

Level 5

- Aboriginal Health Practitioner- Specialist require a minimum qualification of Certificate IV in Aboriginal Primary Health Care or equivalent deemed suitable by AHPRA, minimum of three years of demonstrated vocational experience and registration with AHPRA
- Other Health Services roles require:
 - Allied health professionals must have a recognised qualification in that is suitable for registration and must be a registered member with of an appropriate professional body regulated by AHPRA
 - Must hold a Medicare Provider Number
 - A minimum of four years demonstrated vocational experience

- Supervision of other staff, including establishing and monitoring work outcomes may be required
- Exercise autonomy with advice being available on highly complex or unusual matters
- Works under limited direction

I trust that this is sufficient for the purposes of the Better Off Overall Test. Should you require any further clarification of the Agreement please contact me.



Vicki Holmes
Chief Executive Officer

Nunukuwarrin Yunti of SA Inc

Wages Schedules - Wage Comparison Nunukuwarrin Yunti Health Service Employees / HPSS

ACHW Wages

EB 2012 - 2014

Wages Summary

	<u>1/02/2011</u> Salary	Pay run ended <u>10/07/2012</u> Salary	First Full pay ending in <u>July 2013</u> Salary	First Full pay ending in <u>July 2014</u> Salary	First Full pay ending in <u>July 2015</u> Salary	NY <u>1/07/2012</u>	HPSS <u>1/07/2012</u>	
ACHW Trainee								
Step 1	\$ 36,048.10	\$ 37,129.54	\$ 37,872.13	\$ 38,629.58	\$ 39,402.17	\$ 714.03	Not in HPSS award	
Step 2	\$ 36,976.23	\$ 38,085.52	\$ 38,847.23	\$ 39,624.17	\$ 40,416.66	\$ 732.41		
Step 3	\$ 38,311.78	\$ 39,461.13	\$ 40,250.36	\$ 41,055.36	\$ 41,876.47	\$ 758.87		
Step 4	\$ 39,313.07	\$ 40,492.46	\$ 41,302.31	\$ 42,128.36	\$ 42,970.92	\$ 778.70		
ACHW L1								
Step 1	\$ 40,846.58	\$ 42,071.98	\$ 42,913.42	\$ 43,771.69	\$ 44,647.12	\$ 809.08	\$740.60	L1
Step 2	\$ 42,621.08	\$ 43,899.71	\$ 44,777.71	\$ 45,673.26	\$ 46,586.73	\$ 844.23	\$769.30	L1
Step 3	\$ 43,818.91	\$ 45,133.48	\$ 46,036.15	\$ 46,956.87	\$ 47,896.01	\$ 867.95	\$803.30	L1
Step 4	\$ 45,379.66	\$ 46,741.05	\$ 47,675.87	\$ 48,629.39	\$ 49,601.98	\$ 898.87	\$831.00	L1
ACHW L2								
Step 1	\$ 46,898.82	\$ 48,305.78	\$ 49,271.90	\$ 50,257.34	\$ 51,262.49	\$ 928.96	\$905.40	L1
Step 2	\$ 48,515.52	\$ 49,970.99	\$ 50,970.41	\$ 51,989.81	\$ 53,029.61	\$ 960.98	\$937.40	L1
Step 3	\$ 50,868.15	\$ 52,394.19	\$ 53,442.08	\$ 54,510.92	\$ 55,601.14	\$ 1,007.58	\$942.70	L2
ACHW L3								
Step 1	\$ 53,220.77	\$ 54,817.39	\$ 55,913.74	\$ 57,032.02	\$ 58,172.66	\$ 1,054.18	\$976.70	L2
Step 2	\$ 55,573.38	\$ 57,240.58	\$ 58,385.39	\$ 59,553.10	\$ 60,744.16	\$ 1,100.78	\$1,014.00	L2
Step 3	\$ 57,776.80	\$ 59,510.10	\$ 60,700.31	\$ 61,914.31	\$ 63,152.60	\$ 1,144.43	\$1,054.40	L2
ACHW OR Counsellor L4								
Step 1	\$ 60,000.32	\$ 61,800.33	\$ 63,036.34	\$ 64,297.06	\$ 65,583.00	\$ 1,188.47	\$1,100.20	L3
Step 2	\$ 61,500.82	\$ 63,345.84	\$ 64,612.76	\$ 65,905.02	\$ 67,223.12	\$ 1,218.19	\$1,131.00	L3
Step 3	\$ 63,952.42	\$ 65,870.99	\$ 67,188.41	\$ 68,532.18	\$ 69,902.82	\$ 1,266.75	\$1,155.50	L3
ACHW OR Counsellor L5								
Step 1	\$ 67,073.93	\$ 69,086.15	\$ 70,467.87	\$ 71,877.23	\$ 73,314.77	\$ 1,328.58	\$1,206.60	L3
Step 2	\$ 68,633.26	\$ 70,692.26	\$ 72,106.10	\$ 73,548.23	\$ 75,019.19	\$ 1,359.47	\$1,251.30	L3
Step 3	\$ 70,128.04	\$ 72,231.88	\$ 73,676.52	\$ 75,150.05	\$ 76,653.05	\$ 1,389.07	\$1,332.10	L4