

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

WORKPLACE RELATIONS ACT 1996

Part 8, Division 2 s327 – Employee Collective Agreement

WURLI WURLINJANG ABORIGINAL CORPORATION trading as WURLI WURLINJANG HEALTH SERVICE



1.	TITLE.....	2
2.	APPLICATION AND PARTIES BOUND.....	2
3.	DATE OF COMMENCEMENT.....	2
4.	DATE OF NOMINAL EXPIRY.....	2
5.	ANTI-DISCRIMINATION.....	2
6.	DEFINITIONS.....	2
7.	RELATIONSHIP TO PRE-REFORM AWARDS/AGREEMENTS, THE AUSTRALIAN FAIR PAY AND CONDITION STANDARDS, AND PROTECTED AWARD CONDITIONS.....	2
8.	ACCESS TO AGREEMENT.....	3
9.	INTERPRETATION GUIDELINES.....	3
10.	GENERAL PRINCIPLES.....	3
11.	PRINCIPLES OF MANAGEMENT.....	4
12.	INTRODUCTION OF CHANGE.....	4
13.	DISPUTES / DISCIPLINARY PROCEDURE.....	5
14.	EMPLOYMENT TYPES/CATEGORIES.....	9
15.	DIRECTION TO PERFORM WORK.....	10
16.	REDUNDANCY.....	11
17.	TERMINATION OF EMPLOYMENT.....	12
18.	CLASSIFICATIONS AND WAGE RATES.....	13
19.	HIGHER DUTIES/MIXED FUNCTIONS.....	17
20.	PAYMENT OF WAGES.....	18
21.	ALLOWANCES - GENERAL.....	18
22.	SUPERANNUATION.....	19
23.	ORDINARY HOURS OF WORK.....	20
24.	BREAKS.....	20
25.	OVERTIME.....	20
26.	UNIFORMS - DEFINITION.....	21
27.	UNIFORMS - ENTITLEMENT.....	21
28.	CALCULATION OF CONTINUOUS SERVICE.....	22
29.	ANNUAL LEAVE.....	22
30.	PERSONAL LEAVE (INCLUDING SICK LEAVE AND CARER'S LEAVE).....	23
31.	UNPAID PERSONAL LEAVE (CARER'S LEAVE).....	24
32.	COMPASSIONATE LEAVE.....	24
33.	DEFINITION OF IMMEDIATE FAMILY.....	24
34.	FUNERAL LEAVE.....	24
35.	CEREMONIAL LEAVE.....	25
36.	SPECIAL LEAVE.....	25
37.	PARENTAL LEAVE.....	25
38.	JURY SERVICE LEAVE.....	28
39.	LEAVE WITHOUT PAY.....	28
40.	STUDY LEAVE.....	29
41.	PUBLIC HOLIDAYS.....	29
42.	SIGNATORIES.....	30

PART A: APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

1.1 This Agreement shall be known as the Wurli Wurlinjang Collective Agreement 2007-2010.

2. APPLICATION AND PARTIES BOUND

2.1 This Agreement will be binding in its terms upon the Wurli Wurlinjang Aboriginal Corporation and the employees of the Corporation.

3. DATE OF COMMENCEMENT

3.1 This agreement shall come into force from the beginning of the first pay period to commence on or after the date of lodgement with the Workplace Authority.

4. DATE OF NOMINAL EXPIRY

4.1 This Agreement has a nominal expiry date of 1 September 2010.

4.2 Subject to the *Workplace Relations Act 1996*, the Agreement will continue in effect after that date until it is terminated or replaced by another collective agreement.

5. ANTI-DISCRIMINATION

5.1 It is the intention of the respondents to this agreement to achieve the principal object in s.(n) of the Workplace Relations Act 1996 through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, sex, sexuality, age, marital status, pregnancy, parenthood, breastfeeding, impairment, religion, political opinion, trade union or employer association membership, religious belief or activity, irrelevant medical record or irrelevant criminal record.

5.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

5.3 Nothing in this clause is taken to affect:

5.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

5.3.2 an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

6. DEFINITIONS

“Wurli Wurlinjang Aboriginal Corporation (trading as Wurli Wurlinjang Health Service)” is the employer.

7. RELATIONSHIP TO PRE-REFORM AWARDS/AGREEMENTS, THE AUSTRALIAN FAIR PAY AND CONDITION STANDARDS, AND PROTECTED AWARD CONDITIONS

7.1 Pre-reform Awards/Agreements

7.1.1 The following have been identified as applying immediately prior to this Agreement, and will no longer have any application:

- Aboriginal Organisations Health and Related Services Award 2003

- Wurli Wurlinjang Aboriginal Corporation Health Service Certified Agreement 2004

7.2 The Australian Fair Pay and Conditions Standards

7.2.1 All matters that are the subject of the Standard are as per the Standard or better than the Standard

7.3 Protected Award Conditions

7.3.1 The following protected award conditions are all extinguished by this agreement:

- Days to be substituted for public holidays;
- Monetary allowances for:
 - Expenses incurred in the course of employment; or
 - Responsibilities or skills that are not taken into account in rates of pay for employees; or
 - Disabilities associated with the performance of work in particular conditions or locations;
- Loadings for overtime or shift work;
- Penalty rates; and
- Other conditions prescribed by regulation

8. ACCESS TO AGREEMENT

8.1 A copy of this Agreement shall be made available to each employee of Wurli Wurlinjang Aboriginal Corporation.

PART B - PRINCIPLES

9. INTERPRETATION GUIDELINES

9.1 The following principles shall govern the interpretation of this Agreement:

9.1.1 Health for Aboriginal people is not just the physical well being of the individual but a holistic life view which includes the social, emotional, cultural and spiritual well being of the whole community.

9.1.2 Wurli Wurlinjang Aboriginal Corporation is committed to providing a best practice, innovative, holistic, primary health care service to the Katherine Community, that is culturally appropriate for Indigenous Australians.

9.2 The goal is to be achieved by:

9.2.1 The development of a customer oriented culture.

9.2.2 The provision of a high quality, equitable, and cost effective service.

9.2.3 The development of an effective and efficient workforce.

9.2.4 The fostering of a learning and teaching environment.

9.2.5 Taking a leading and prominent role in Aboriginal health issues and policy in the Katherine region.

9.2.6 The promotion and raising of an awareness of Aboriginal health issues.

10. GENERAL PRINCIPLES

10.1 The following general principles shall be observed:

10.1.1 That appropriate respect and consideration be given to the traditional cultural, social and religious systems practised by Aboriginal Australians and as far as possible support shall be given to strengthen traditional cultural practices and identity.

- 10.1.2** That it is recognised that the general working environment in Aboriginal controlled organisations requires the redress of past inequities.
- 10.1.3** That community and staff development, along with the transfer of job skills and information, is an integral part of every job, in order to increase Aboriginal knowledge, independence and self-sufficiency.
- 10.1.4** That nothing within this Agreement is intended to detract from Aboriginal self-determination and the capacity of Aboriginal Australians to choose their own employment strategies, goals and objectives.
- 10.1.5** That the Employer, the Wurli Wurlinjang Aboriginal Corporation is an independent, Aboriginal community controlled and owned organisation.
- 10.1.6** That the Employer, the Wurli Wurlinjang Aboriginal Corporation, is predominantly resourced through a system of financial grants, through the Australian Federal and Northern Territory Governments and as such are dependent upon Government for adequate levels of funding to ensure the maintenance of community infrastructure, services, staffing levels and conditions of employment.
- 10.1.7** That social and community services be administered in a manner which emphasises the importance of cooperation with the common good of the community in mind.
- 10.1.8** That both the employer and employees shall maintain as their goal a continued improvement in the efficiency and effectiveness of their work in the light of these principles.

11. PRINCIPLES OF MANAGEMENT

11.1 The following principles in relation to personnel management shall also be observed:

- 11.1.1** That Aboriginal employment and participation at all levels of work activity be encouraged and fostered.
- 11.1.2** That the selection of all employees be based upon a proper assessment of merit and capacity to do the job.
- 11.1.3** That no power with regard to personnel management shall be exercised on the basis of personal interest, nepotism or patronage.
- 11.1.4** That employees shall be treated fairly and consistently and shall not be subjected to arbitrary or capricious administrative acts.
- 11.1.5** That employees shall be provided with safe and healthy working conditions.

PART C - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

12. INTRODUCTION OF CHANGE

12.1 Employer's Duty to Consult

- 12.1.1** All discussions are to be open, with differing views heard and respected by all parties. Where the employer has a valid reason to introduce major changes in production, program, organisation, structure or technology or other changes that are likely to have significant effects on employees, the employer shall consult with the employees who may be affected by the proposed changes.

- 12.1.2** "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 12.1.3** The Employer shall discuss with the employees affected the introduction of the changes, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees in relation to the changes. The discussions shall occur as early as practicable.
- 12.1.4** For the purposes of such discussion, the Employer shall provide in writing to the employees concerned all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.

13. DISPUTES / DISCIPLINARY PROCEDURE

On becoming aware of an incident, safety matter or unsatisfactory work performance, the employer will investigate the issues/incidents observing the requirements of natural justice and will make a decision as to whether the situation is one that requires disciplinary action and if so it will be proceeded with in accordance with clause 13.2. Otherwise it will proceed in accordance with 13.1

13.1 Processes for Dealing with Disputes other than those Dealing with Disciplinary Matters

- 13.1.1** Disputes arising under this Agreement or in the course of the employment of employees covered by this Agreement shall be dealt with in accordance with this clause. At any stage of the dispute an employee may choose to seek the advice and/or assistance of their employee representative.
- 13.1.2** The dispute shall first be discussed between the employee and immediate supervisor or other appropriate employee of the Wurli Wurlinjang Aboriginal Corporation, within five (5) working days after the dispute has arisen or been identified. At any time, as deemed appropriate, the employee can and may be asked to detail the dispute in writing.
- 13.1.3** If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant supervisor's manager and an attempt made to find a satisfactory solution, within a further five (5) working days.
- 13.1.4** If the dispute is still not resolved, the employee/s or their employee representative may refer it to the Disputes Resolution Committee. The Disputes Resolution Committee shall comprise the Chief Executive Officer, the Director of Medical Services, the Social and Emotional Well-being Coordinator, and the Human Resources Manager as amended from time to time. Management may appoint an additional nominated person to achieve gender balance within the Dispute Resolution Committee.
- 13.1.5** Where the dispute cannot be resolved by the Disputes Resolution Committee, to the satisfaction of the employee, and all agreed steps for resolving the dispute have been taken, the employee may refer the dispute to the Australian Industrial Relations Commission (AIRC) for resolution. Resolution can be sought by mediation and/or conciliation and where the matter remains unresolved arbitration.
- 13.1.6** Any dispute referred to the AIRC may be referred to specific member of the AIRC to deal with the dispute and if that specific member is unavailable, the member of the AIRC will be nominated by the President. Where arbitration is necessary, the AIRC may exercise procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 13.1.7** The period for resolving a dispute may be extended by agreement between the Wurli Wurlinjang Aboriginal Corporation and the employee.

- 13.1.8** While these dispute settling procedures are taking place, working arrangements as they existed prior to the dispute shall continue, unless an employee has reasonable concern about an imminent risk to their health or safety.

13.2 Disciplinary Procedure

13.2.1 Application

The disciplinary procedures set out here will apply to an employee where there is alleged or actual:

- unsatisfactory performance;
- misconduct; or
- serious misconduct.

The procedures in this part do not apply to action in relation to unsatisfactory performance during a probationary period, or to termination of employment under probationary conditions.

13.2.2 Unsatisfactory Performance

“Unsatisfactory performance” occurs for the purposes of this clause where performance falls below the expected standard, despite attempts made by the employer to improve performance.

13.2.3 Misconduct

The term “misconduct” is a broad term that covers a variety of acts or omissions by an employee. The types of conduct which constitute misconduct (or serious misconduct) depend on the facts and circumstances in each case. Some examples of misconduct are:

- poor timekeeping;
- absenteeism without reasonable cause;
- temporary absence from workplace without authority;
- inappropriate description of relationship with person(s) diagnosed as having a terminal illness, or who passes away;
- uncooperative attitude;
- negligence in the performance of the duties of the position held;
- misbehaviour (which shall include favouritism);
- refusing to carry out a lawful and reasonable instruction that is consistent with the employee’s employment contract and abilities; or
- willful or gross breach of Wurli Wurlinjang Aboriginal Corporation’s policies, regulations, or procedures.

13.2.4 Serious Misconduct

“Serious misconduct” is conduct of a nature that justifies termination of employment without notice. It may include a combination of a number of documented incidents of misconduct, a single offence frequently repeated, or a single serious incident. While indicative only and not inclusive of all acts which may constitute serious misconduct, some examples are:

- theft;
- fraud;
- assault;
- misappropriation of funds;
- harassment;
- abusing or threatening another employee;
- malicious damage to property;
- breach of confidentiality;
- a willful and serious breach of Wurli Wurlinjang Aboriginal Corporation’s Code of Conduct;

- misbehaviour of a kind which constitutes a serious impediment to the carrying out of an employee's duties;
- a serious dereliction of duties, including an abandonment of duties;
- conviction by a court of an offence which constitutes a serious impediment to the ability to carry out duties; or
- behaviour of a nature which brings Wurli Wurlinjang Aboriginal Corporation into disrepute.

13.2.5 Investigation

The employer, on becoming aware of an incidence of possible unsatisfactory performance, misconduct, or serious misconduct will undertake a thorough investigation. The investigation process must be carried out as soon as possible after the alleged unsatisfactory performance or misconduct is discovered. Any delay may be regarded as acceptance of the behaviour in question. Wurli Wurlinjang Aboriginal Corporation will be deemed to have relinquished its right to terminate the employment of an employee for serious misconduct if it has failed to act within a reasonable period of time after it has knowledge of the misconduct. It is critical therefore to ascertain all the facts and circumstances and determine what action is to be taken in the shortest practicable period of time. This will include:

- gathering evidence including interviewing all relevant person(s) and witnesses;
- putting specific details of the allegation to the employee;
- giving the employee the opportunity to be accompanied at interviews by a representative of their choice;
- giving the employee every reasonable opportunity to comment on the evidence and allegations made against them;
- considering the employee's responses; and
- recording all investigation details in writing.

Depending on the nature of the allegations, the CEO may determine that it is appropriate to direct the employee not to attend for work (but remain on pay) whilst a full investigation is carried out.

The stage in the investigation process at which the employee is first interviewed about the allegations will depend on the circumstances. In some cases it may be appropriate to set out the allegations in writing before conducting a formal interview. In some cases a formal interview should be conducted, then confirm the allegations afterwards in writing. Putting the allegations specifically to the employee and giving them an adequate opportunity to answer the allegations is of utmost importance. The employee should be given not less than three working days (from the date of receiving the allegation letter) in which to respond in writing to any formal allegations put to them. Where two or more employees are alleged to be involved in the same incident, it is essential that each employee be given the opportunity to state his or her own case. For that purpose each employee should be interviewed separately, however they should be asked the same questions.

Upon completion of the investigation process a report outlining the allegations, investigation process, findings and a recommended course of action is to be made. The employee is to be provided with a copy of the report and invited to submit a written response to the CEO within 3 working days of receiving the report.

13.2.6 Records to be Kept

Records must be kept of all meetings, discussions with witnesses, responses, e-mails and considerations relevant to the allegations.

The employee being interviewed is to be asked to sign the notes of any/all interviews as a true and accurate record. If the employee refuses to sign the notes, the reasons for such refusal are to be recorded.

13.2.7 Counselling

After the investigation process has been completed in accordance with 13.2.5 and where it is recommended that disciplinary action is warranted, the employer should consider, where appropriate, counselling an employee in the first instance with a view to accurately identifying work performance or misconduct problems, and locating means of reducing and removing the problems.

An interview with the employee will take place, ensuring that the employee is given the opportunity to involve a support person if so desired. The interview report recommending counselling as the commencement of the disciplinary process will be discussed. It must be made clear to the employee that the disciplinary process has commenced, and that a copy of the interview report will be placed on the employee's personnel file.

13.2.8 Reprimand

If counselling does not result in an improvement in work performance or does not reduce or remove the problem, or if the incident is of a nature such that counselling is deemed inappropriate, the employer shall reprimand the employee.

In reprimanding the employee, the employer shall notify the employee in writing of the stage in the disciplinary process, and must ensure that the employee understands that they could be dismissed if he/she does not improve his/her performance or change his/her behaviour.

If the employee so requests, or if the employer deems it appropriate, (further) counselling and/or training shall be provided so that any problems can be rectified.

The employer shall keep a full record of the reprimand, and any future reprimands that take place. The employee must be advised that a copy of the reprimand will be placed on the employee's personnel file.

13.2.9 First Warning

If the employee does not improve his/her performance or conduct, the employer shall give the employee a warning.

The warning is to be confirmed in writing and handed to the employee. The warning shall be placed on the employee's file.

13.2.10 Final Warning

If the employee does not improve his/her performance or conduct, the employer will give to the employee a final warning.

The final warning is to be confirmed in writing and handed to the employee. It shall clearly state that should the employee's actions continue, he/she will be dismissed. A copy of the final warning shall be placed on the employee's personnel file.

13.2.11 Recommencement of Disciplinary Procedure

Where six calendar months have passed since an employee has been disciplined under clause 13.2 (including being counselled under 13.2.7 above) and they have received no further reprimand or warning, the disciplinary procedure shall recommence with counselling in its future application to that employee, and the investigation report and/or reprimand and/or warning letters shall be withdrawn from the employee's personnel file.

13.2.12 Where a reprimand or warning is considered by the employer to be of a sufficiently serious nature, the terms of 13.2.11 above shall not apply.

13.2.13 Termination

If there has been inadequate improvement in the employee's performance or conduct after the implementation of 13.2.10 above, the CEO may terminate the employee's contract of employment in accordance with this Agreement.

13.2.14 Summary Dismissal

Where summary dismissal is appropriate it is understood that the Disciplinary Procedure will be waived. An employee may be dismissed without notice for conduct deemed to be "serious misconduct", as noted in 13.2.4 above.

13.2.15 Interruption of Disciplinary Process

It is understood between the parties that the steps of these procedures will be followed in all instances of disciplinary action. However, it is understood that procedures may be suspended at any stage where it is deemed appropriate, by all parties involved, to the circumstances of the case.

13.2.16 Referral to Relevant Jurisdiction

Nothing in this clause shall prevent a party referring any disciplinary matter to the Australian Industrial Relations Commission. The parties agree to be bound by the decision of the relevant jurisdiction.

13.2.17 Savings

Nothing in this clause shall operate so as to restrict application of the provisions contained elsewhere in this agreement relating to contract of employment, dismissal, introduction of change, or redundancy

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

14. EMPLOYMENT TYPES/CATEGORIES

14.1 All employees shall be engaged by the week. Any employee not specifically engaged as a casual shall be deemed to be a weekly employee.

14.2 Employees will be employed in one of the following categories:

14.2.1 Full time employee;

14.2.2 Regular part-time employees;

14.2.3 Casual employees;

14.3 At the time of engagement the employer will inform each employee of the terms of their engagement and in particular whether they are to be full time, regular part-time or casual employees.

14.4 Full Time Employment

14.4.1 A full time employee shall be a weekly employee engaged for 37.5 ordinary hours per week.

14.5 Part-Time Employment

14.5.1 A part-time employee shall be an employee engaged as a part-time employee in accordance with the following conditions:

14.5.1.1 Part-time employees shall be employed for a regular number of hours (less than 37.5 per week). No part-time employee shall be required to work less than 4 hours on any day they work.

14.5.1.2 A part-time employee shall be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis.

14.5.1.3 Part time employees shall work regular hours according to a written roster.

14.5.2 Ordinary time hours may only be increased or decreased by mutual written agreement between the employer and the employee concerned, or the employer may change the hours after the giving one (1) weeks notice.

14.5.3 Nothing in this subclause shall prevent an employer requiring an employee to work reasonable additional overtime.

14.6 Casual Employment

14.6.1 A casual employee is one engaged and paid as such. A casual employee shall mean and be deemed to be an employee engaged to work for a lesser period than a working week of 37.5 hours on the class of employment for which the casual is employed.

14.6.2 A casual employee shall be paid the appropriate hourly rate for the work which the employee performs, plus a 20 per cent loading.

14.6.3 A casual employee shall be paid a minimum of three hours pay for each engagement.

14.6.4 "Engagement" for the purpose of this clause shall be deemed to be the period or periods for which the employer notified the employee in writing that they are so required to attend on any one day. Provided that each period of engagement shall stand alone and shall be treated as an engagement of not less than three hours and be paid for as such.

14.7 Junior Employees

14.7.1 Junior employees under the age of eighteen years of age shall be properly supervised at all times.

14.7.2 A junior employee shall be paid the following percentage of the ordinary rate prescribed by this agreement for the appropriate adult classification:

Age	Per cent
At 16 years of age	60
At 17 years of age	75
At 18 years of age	100

15. DIRECTION TO PERFORM WORK

15.1 The employer may direct an employee to perform a range of duties which are not their main task or function provided that the duties are:

- Within the limits of the employee's skill, competence and training;
- Consistent with the classification structure of the Agreement;
- Not designed to promote de-skilling; and/or
- Not going to unreasonably increase the workload of the employee.

16. REDUNDANCY

16.1 Discussions Before Terminations

- 16.1.1** Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected.
- 16.1.2** The discussions shall take place as soon as is practicable after the employer has made the decision referred to in clause 16.1.1 and shall cover reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- 16.1.3** For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information the disclosure of which would be detrimental to the employer's interest.

16.2 Redeployment and Retraining

- 16.2.1** All efforts will be made by the employer to redeploy the employees in another position and for this purpose retraining will be made available. Employees identified under clause 16.1 will be given priority for vacant positions with the employer provided that they meet the necessary criteria for the position, or can be trained and is willing to be trained to meet the criteria.

16.3 Transfer to Lower Paid Duties

- 16.3.1** Where an employee is transferred to lower paid duties for reasons set out in clause 16.1, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the employer may, at the employer's option, make payment in lieu of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

16.4 Severance Pay

- 16.4.1** In addition to the period of notice prescribed for ordinary termination in clause 17 an employee whose employment is terminated or who is transferred to lower paid duties for reasons set out in clause 16 shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Severance Pay
Less than 1 year	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and up to the completion of 5 years	8 weeks' pay
5 years and over	2 weeks pay for every completed year of service

16.4.2 A "Week's pay" means the ordinary time earnings for the employee concerned.

16.4.3 The severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

16.4.4 Where the employee has been transferred to lower paid duties the severance payment shall be an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates.

16.5 Employee Leaving During Notice

16.5.1 An employee whose employment is terminated for reasons set out in clause 16.1 may terminate their employment during the period of notice and shall be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice except that in such a circumstance the employee shall not be entitled to payment in lieu of notice.

16.6 Alternative Employment

16.6.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains comparable alternative employment for an employee.

16.7 Time Off During Notice Period

16.7.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

16.7.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

16.8 Employee with Less than One Year's Service

16.8.1 This clause shall not apply to employees with less than one year's continuous service. The obligation on the employer shall be to give those 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 the employees of suitable alternative employment.

17. TERMINATION OF EMPLOYMENT

17.1 Notice of Termination by Employer

17.1.1 In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below in writing:

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

17.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

17.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not given.

17.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

17.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal as described in clause 13, nor will it apply in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

17.2 Notice of Termination by Employee

17.2.1 The written notice of termination that is required to be given by an employee, shall be the same as that required of an employer, except that there shall be no additional notice based on the age of the employee concerned.

17.3 Statement of Employment

17.3.1 The employer shall provide to an employee whose employment has been terminated, upon receiving a written request from the employee, a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

17.4 Unfair Dismissals

17.4.1 Termination of employment by an employer shall not be harsh, unjust or unreasonable.

17.4.2 For the purposes of this clause, termination of employment shall include terminations with or without notice.

17.4.3 Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, sexual preference, marital status, family responsibilities, pregnancy, religion, union membership or activity, political opinion, national extraction and social origin, irrelevant criminal record, or irrelevant medical condition shall constitute a harsh, unjust or unreasonable termination of employment.

17.5 Summary Dismissal

17.5.1 Where summary dismissal is appropriate it is understood that the Disciplinary Procedure will be waived. An employee may be dismissed without notice in accordance with clause 13 of this Agreement.

PART E - CLASSIFICATION STRUCTURE, WAGES AND RELATED MATTERS

18. CLASSIFICATIONS AND WAGE RATES

18.1 Aboriginal Health Workers (AHW's)

18.1.1 Employees other than those referred to in subclause 18.4 hereof shall be classified in the appropriate level as set out below in accordance with the work level descriptions referred to in subclause 18.2.

Classification Structure and Salary Scale

Class	Salary Jul 06	Salary Jul 07 5%	Salary (*) Jul 08 3%	Salary (*) Jul 09 3%
Trainee	28,702	30,137	31,041	31,972
	29,308	30,773	31,696	32,647
One	29,806	31,296	32,235	33,202
	30,499	32,024	32,985	33,975
Two	33,144	34,802	35,846	36,921
	34,539	36,266	37,354	38,475
	36,419	38,240	39,387	40,568
	38,193	40,103	41,306	42,545
	39,965	41,963	43,222	44,519
Three	41,564	43,642	44,951	46,300
	43,404	45,574	46,942	48,350
	45,176	47,435	48,858	50,323
	46,949	49,297	50,776	52,299
Four	48,722	51,158	52,693	54,274
	49,313	51,779	53,332	54,932
	51,086	53,640	55,249	56,907
Five	53,450	56,122	57,806	59,540
	55,222	57,984	59,723	61,515
	56,995	59,845	61,640	63,489
	58,769	61,707	63,558	65,465
Six	59,950	62,948	64,836	66,781
	61,724	64,810	66,754	68,757
	63,495	66,670	68,670	70,730

18.2 AHW's Classification

- 18.2.1** Trainee Aboriginal Health Worker shall mean an employee being trained in Aboriginal health work who is not a registered Aboriginal Health Worker.
- 18.2.2** Aboriginal Health Worker Class 1 shall mean an Aboriginal Health Worker whose duties and/or responsibilities are not covered by any of the definitions in this sub clause, but who is currently a registered Aboriginal Health Worker, and includes a registered Aboriginal Health Worker who may be re-entering the workforce, and/or whose competencies need to be updated so that they are of a standard which is at least equivalent to that required by the NT Aboriginal Health Worker Registration Board when assessing new Applications for Registration.
- 18.2.3** Aboriginal Health Worker Class 2 shall mean an Aboriginal Health Worker who is currently registered by the NT Aboriginal Health Worker Registration Board as an Aboriginal Health Worker, and whose competencies are of a standard which is at least equivalent to that required by the NT Aboriginal Health Worker Registration Board when assessing new Applications for Registration. An Aboriginal Health Worker Class 2 has a range of clinical skills, can perform a range of clinical duties, and consult in a range of contexts within a clinic environment. An Aboriginal Health Worker Class 2 would be expected to work under

supervision and as part of a team, with limited well-defined responsibilities. They would be expected to demonstrate some relevant theoretical knowledge, perform processes which require the application of their clinical skills where some discretion and judgment is required, take some responsibility for their own outputs in work and learning, and have very limited responsibility for the outputs of others, but whose duties are not covered by the definition for Class 3. An Aboriginal Health Worker Class 2 shall not be permanently designated to Aboriginal Health Worker Class 3 unless there is a vacancy at Aboriginal Health Worker Class 3 designation within the organisation.

18.2.4 Aboriginal Health Worker Class 3 shall mean an Aboriginal Health Worker who is currently registered by the NT Aboriginal Health Worker Registration Board as an Aboriginal Health Worker, and whose competencies are of a standard which exceeds that required by the NT Aboriginal Health Worker Registration Board when assessing new Applications for Registration. An Aboriginal Health Worker Class 3 has a range of well-developed clinical skills and a broad knowledge base incorporating some theoretical concepts. An Aboriginal Health Worker Class 3 would be expected to work under limited supervision and as part of a team, with a broad range of well-defined responsibilities. They would be expected to apply their knowledge and skills in finding solutions to a defined range of unpredictable problems, use discretion and judgment in performing processes, take responsibility for their own outputs in relation to defined quality standards, and take very limited responsibility for the quality and quantity of the outputs of others. To be eligible for designation as Class 3, an Aboriginal Health Worker should have a minimum two years recent and satisfactory service working as an Aboriginal Health Worker within an Aboriginal Medical Service, have demonstrated the willingness to mentor Trainee and junior Aboriginal Health Workers, and be capable of taking responsibility for particular aspects of clinical operations and of assisting in the delivery of separate health programs, but whose duties are not covered by the definition for Class 4. An Aboriginal Health Worker Class 3 shall not be permanently designated to Aboriginal Health Worker Class 4 unless there is a vacancy at Aboriginal Health Worker Class 4 designation within the organisation.

18.2.5 Aboriginal Health Worker Class 4 shall mean an Aboriginal Health Worker who is currently registered by the NT Aboriginal Health Worker Registration Board as an Aboriginal Health Worker, and whose competencies are of a standard which exceeds that required by the NT Aboriginal Health Worker Registration Board when assessing new Applications for Registration. An Aboriginal Health Worker Class 4 has a range of well-developed clinical skills, with some degree of specialization, and a broad knowledge base incorporating depth in the understanding of theoretical concepts. While an Aboriginal Health Worker Class 4 may work under limited supervision and as part of a team, they would be expected to demonstrate the capability and willingness to supervise the team as required. They would be expected to apply their knowledge and skills in finding solutions to a range of unpredictable and sometimes technical problems, use discretion and judgment in performing processes and in identifying, analyzing, and evaluating information from a variety of sources, take responsibility for their own outputs in relation to broadly defined quality standards, and be responsible for the quality and quantity of the outputs of others. To be eligible for designation as Class 4, an Aboriginal Health Worker should have a minimum five years recent and satisfactory service working as an Aboriginal Health Worker within an Aboriginal Medical Service, have demonstrated the ability to successfully mentor Trainee and other Aboriginal Health Workers, be responsible and accountable for particular aspects of clinical operations or for the implementation, delivery, and evaluation of separate health programs, have demonstrated the willingness and capability to act in Coordinator roles, and have relevant and appropriate qualifications which are in excess of that which is required to achieve Registration to work in the NT as an Aboriginal Health Worker, but whose duties are not covered by the definition for Class 5. An Aboriginal Health Worker Class 4 shall not be permanently designated to Aboriginal Health Worker Class 5 unless there is a vacancy at Aboriginal Health Worker Class 5 designation within the organisation.

18.2.6 Aboriginal Health Worker Class 5 shall mean an Aboriginal Health Worker who is currently registered by the NT Aboriginal Health Worker Registration Board as an Aboriginal Health Worker, and who holds a minimum of a Diploma of Indigenous Health Studies (General Health) or equivalent. An Aboriginal Health Worker Class 5 has a range of well-developed clinical and management skills, and a broad knowledge base incorporating substantial depth

in the understanding of theoretical concepts. An Aboriginal Health Worker Class 5 would be expected to supervise and manage a team of Aboriginal Health Workers. They would be expected to apply their knowledge and skills in analyzing and planning approaches to address unpredictable and technical problems and management requirements, identify, analyse, and evaluate information from a range of sources and use it to forecast, plan, and research, take responsibility for their own outputs in relation to broadly defined quality standards and organizational objectives, and be responsible and accountable for the achievement of team orientated objectives. To be eligible for designation as Class 5, an Aboriginal Health Worker must be appropriately qualified (hold Diploma level qualifications), should have extensive and satisfactory service and experience working as an Aboriginal Health Worker with supervisory responsibilities within an Aboriginal Medical Service, have demonstrated the ability to successfully supervise and mentor Trainee and other Aboriginal Health Workers, and have demonstrated a willingness and capability to be responsible and accountable for clinical or program coordination, including implementation, service delivery, evaluation, and improvement.

18.3 AHW's Incremental Progression

18.3.1 The employer may withhold payment of an incremental service payment provided for in 18.1 if the employer is reasonably satisfied that the employee has failed to reach established performance based benchmarks as per their job description. Any dispute concerning service payments must be dealt with in accordance with Clause 13 - Disputes / Disciplinary Procedure.

18.4 Administration and General Position Wage Rates

18.4.1 Employees other than those referred to in subclause 18.1 hereof shall be classified in the appropriate level as set out below in accordance with the work level description referred to in Appendix A.

Classification Structure and Salary Scale

Level	Salary Jul 06	Salary Jul 07 5%	Salary (*) Jul 08 3%	Salary (*) Jul 09 3%
One	27,915	29,311	30,190	31,096
	28,184	29,593	30,481	31,395
	28,470	29,894	30,791	31,714
	28,755	30,192	31,098	32,031
Two	29,599	31,079	32,011	32,972
	30,338	31,855	32,810	33,794
	31,058	32,610	33,589	34,596
	32,013	33,614	34,623	35,661
Three	32,595	34,225	35,252	36,309
	33,276	34,940	35,988	37,068
	33,839	35,531	36,596	37,694
	34,518	36,244	37,332	38,452
	35,189	36,948	38,057	39,199
Four	35,936	37,732	38,864	40,030
	36,671	38,505	39,660	40,850
	37,407	39,277	40,455	41,669
	38,176	40,085	41,287	42,526

Five	39,174	41,133	42,367	43,638
	40,174	42,183	43,448	44,752
	41,019	43,070	44,362	45,693
	41,876	43,969	45,289	46,647
Six	42,816	44,957	46,306	47,695
	43,965	46,163	47,548	48,974
	44,918	47,164	48,579	50,037
Seven	45,642	47,925	49,362	50,843
	46,629	48,961	50,429	51,942
	47,743	50,130	51,634	53,183
	49,844	52,336	53,906	55,523
	51,543	54,120	55,744	57,416
Eight	52,688	55,322	56,982	58,691
	56,721	59,557	61,344	63,184
Nine	57,825	60,716	62,538	64,414
	60,969	64,017	65,938	67,916
	65,474	68,748	70,810	72,934
Ten	70,111	73,617	75,825	78,100
	70,784	74,323	76,553	78,849
	73,345	77,013	79,323	81,703
	77,470	81,344	83,784	86,298
Eleven	77,803	81,693	84,144	86,668
	82,219	86,330	88,920	91,587
EO1	91,271	95,835	98,710	101,671
EO2	99,929	104,925	108,073	111,315
EO3	108,586	114,015	117,435	120,958

18.5 Incremental Progression

18.5.1 The employer may withhold payment of an incremental service payment provided for in 18.4 if the employer is reasonably satisfied that the employee has failed to reach established performance based benchmarks as per their job description. Any dispute concerning service payments must be dealt with in accordance with Clause 13 – Disputes / Disciplinary Procedure.

18.6 Salary Sacrifice

18.6.1 Wages may be sacrificed in accordance with the employer's salary sacrifice policy.

19. HIGHER DUTIES/MIXED FUNCTIONS

19.1 An employee who has prior written approval from the CEO to perform duties of a higher classification shall be paid the difference between their normal rate of pay and that of the first increment of the higher duty they are performing. Payment for the performance of higher duties under this clause will only be made when the higher duties are actually being performed. Where an employee is called upon to perform duties for which a lower rate is fixed the employee shall suffer no reduction in pay.

20. PAYMENT OF WAGES

20.1 Wages shall be paid fortnightly, by 4.30pm of every second Thursday within the pay cycle, by electronic transfer.

20.2 Upon termination of employment, all monies due to an employee shall be paid to the employee on the day of termination or on the next working day.

20.3 Details of payment of each employee shall be included in a statement (pay slip) handed to the employee, or with approval of the employee, forwarded to the employee electronically, and shall contain the following information:

- the name of the employer
- the name of the employee
- the date of payment
- the period of payment
- the gross and net amount of payment
- any loadings, allowances, bonuses, incentive-based payments, penalty rates, or other separately identifiable entitlement paid
- the ordinary hourly rate of pay and the number of hours worked at that rate and the amount of payment at that rate
- in relation to employer superannuation contributions, the amount of each superannuation contribution the employer made or is liable to make, and the name of the superannuation fund into which the superannuation contributions were made or will be made.

21. ALLOWANCES - GENERAL

21.1 Meal Allowance

21.1.1 An employee who is requested by the employer to work for more than two hours before or after the ordinary span of hours shall be supplied with an adequate meal or paid \$18.00 for each meal.

21.1.2 The meal allowance shall be paid to the employee at the time when the normal pay is made, or on such other arrangement as may be mutually acceptable.

21.2 Bilingual Allowance

21.2.1 Proof of bilingual proficiency and accreditation shall be obtained before an employee shall be entitled to this allowance. Bilingual accreditation is obtained by the employee confirming their bilingual proficiency in writing through the Diwurruwurru - Jaru Aboriginal Corporation (Katherine Regional Aboriginal Language Centre) or by a recognised accredited Interpretation Service.

21.2.2 Bilingual shall mean a recognised proficiency in English as well as any one of the languages normally used by the employer's customers/clients.

21.2.3 In recognition of the increased effectiveness and productivity of bilingual employees, an employee who is competently bilingual shall be paid an allowance of \$1,421.75 per annum.

21.3 Travelling Time

21.3.1 Where an employee is required to work at a place away from their normal place of work, all time reasonably spent travelling to and from the place of work shall be credited at their ordinary rate of pay or as time in lieu.

21.4 Travel Allowance

21.4.1 Where an employee is required to work at a place away from their normal place of work, the employee shall be paid a travel allowance to compensate for expenditure on meals, accommodation and incidentals. Travel allowance shall be paid in accordance with the employer's Travel Allowance Policy, and shall equate to the Reasonable Domestic Travel Allowance amounts as determined by the Australian Tax Office.

21.4.2 Travel allowance shall be paid to the employee fortnightly, at the time when the normal pay is made, or on such other arrangement as may be mutually acceptable.

21.5 District Allowance

21.5.1 Only employees with dependents shall be eligible to receive district allowance.

21.5.2 For the purpose of this clause, dependents shall mean children who have not reached the age of sixteen (16) years who primarily reside with the employee.

21.5.3 All employees with dependants shall be paid district allowance to the total of \$960.00 per annum.

22. SUPERANNUATION

22.1 The employer is required to provide each employee covered by this Agreement with the right to choose the superannuation fund into which the employer will make Superannuation Guarantee contributions.

22.2 The contributions required to be made by the employer for each employee will not be less than those specified under the provisions of the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.

22.3 Employer contributions, and any other contributions including those made under salary sacrifice arrangements, will be made each month to an employee's chosen fund which is a complying superannuation fund regulated under the Superannuation Industry (Supervision) Act 1993.

22.4 The employer will also make such arrangements as are necessary to facilitate an employee making voluntary contributions to the employee's chosen superannuation fund by means of wage/salary deduction.

22.5 The employer will make contributions to the default fund nominated in clause 22.7 until an employee selects their chosen fund.

22.6 The employer will include in its pay advice to employees the name of the superannuation fund receiving the contributions, and the amount of the employer's contributions paid in accordance with this clause.

22.7 AustralianSuper (or its successor fund) will be the nominated default fund for all eligible employees for the term of this Agreement. Eligible employees include all staff, current and new, covered by this Agreement. If an employee does not select a fund, the employer shall pay superannuation contributions on behalf of the employee into AustralianSuper (or its successor fund).

22.8 The employer will, within 28 days of each new employee commencing work, provide them with:

- A "Standard Choice Form" as set out by the Australian Tax Office. Employees are able to use this Form to nominate the superannuation fund they wish their superannuation contributions to be paid into; and
- A Product Disclosure Statement (including member application form) of the default fund.

The employer will forward the completed superannuation fund membership forms to the employee's chosen superannuation fund. In the event that an employee does not nominate a fund, the employer will forward the relevant contributions, employee details, and forms to the default fund.

PART F - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

23. ORDINARY HOURS OF WORK

23.1 Days on which Ordinary Hours are to be Worked

23.1.1 Ordinary hours of work shall be worked on the days from Monday to Friday inclusive.

23.2 Span of Ordinary Hours

23.2.1 The ordinary hours of work shall be worked between the hours of 6:00 am and 6:00 pm.

23.3 Configuration of Ordinary Hours

23.3.1 Ordinary hours of work shall be worked on five consecutive days within the span of days specified by clause 23.1. Ordinary hours of work shall not exceed 8 in any one day and, subject to the provisions relating to the hours of work for casual and part time employees, shall be an average of 37.5 per week.

23.3.2 Details of the method of working the 37.5 hour week shall be agreed in writing, and form part of the time and wages record for each employee.

23.4 Rosters

23.4.1 Employees shall be given a regular starting and finishing time for each day.

23.4.2 In relation to weekly employees, the starting and finishing time for each day shall only be changed on seven working days' notice. The period of notice for casual employees of a change in starting and ceasing time for each day shall be at least twenty-four hours.

24. BREAKS

24.1 Meal Breaks

24.1.1 Each employee who is requested to work on any day or for any continuous period of five (5) hours or more of ordinary time shall be provided with a meal break

24.1.2 No employee shall work more than five (5) hours without a meal break.

24.1.3 Meal breaks shall be for a period of not less than 30 minutes and not more than 60 minutes.

24.2 Tea Breaks

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

24.2.2 Part time and casual employees shall be entitled to the following tea breaks:

- For a period of engagement between 3 hours and up to 7 hours - one x 15 minute break
- For a period of engagement over 7 hours - two x 15 minute breaks

25. OVERTIME

25.1 All authorised time worked in excess of rostered hours and/or outside the spread of hours in this Agreement shall be overtime.

25.2 In calculating overtime each day shall stand-alone.

25.3 An employee shall work reasonable overtime as directed by the employer.

25.4 An employee authorised to work overtime on a Saturday, Sunday or public holiday, shall be afforded at least four hours' work.

25.5 An employee recalled to work after leaving the workplace shall be entitled to the following:

25.5.1 A minimum of two (2) hours provided the actual time worked on recall duty exceeds 30 minutes.

25.5.2 A minimum of one (1) hour provided the actual time worked on recall is less than 30 minutes.

25.6 Time Off In Lieu of Overtime

25.6.1 An employee will take time off in lieu of payment for overtime worked at a time or times agreed with the employer.

25.6.2 Overtime hours worked shall be taken as time off during ordinary time hours at the ordinary time rate.

25.6.3 Overtime hours if not taken as time in lieu at the ordinary rate immediately after it has been worked, shall accumulate as time in lieu at the ordinary time rate (one hours time in lieu for every one hour of overtime worked).

25.6.5 Time off in lieu as a matter of principal should be taken within the month it accumulates and by mutual agreement between the employer and the employee. However any residual hours not taken will be carried forward.

25.6.6 Time in lieu can accumulate up to a total of 37.5 hours only. Management may direct an employee to use any accumulated time in lieu entitlement.

25.6.7 Time off in lieu can be taken with annual leave, sick leave, long service leave or any other leave detailed in this agreement by mutual agreement between the employer and the employee. No leave loading will apply to time in lieu hours.

PART G - UNIFORMS

26. DEFINITION

26.1 For the purposes of this clause, a uniform is defined as follows:

- For individuals filling the positions of Assets Officer/Manager and Cleaning Officer, one company shirt and either one pair of pants or shorts or a skirt will be provided. In addition, individuals in these positions will be entitled to one pair of shoes (irrespective of the number of uniforms to which they may be entitled).
- For all other employees, one company shirt.

27 ENTITLEMENT

27.1 Long-term staff (that is, staff expected to be employed on a full-time basis for one year or longer) will be entitled to three uniforms upon commencement of their employment, and an additional two uniforms upon successful completion of the probationary period.

27.2 Short term staff (that is, staff expected to be employed on a full-time basis for less than one year) will be entitled to a pro-rata number of uniforms (one uniform for every three months of employment up to the limit of 5 uniforms).

27.3 Part-time staff will be entitled to a pro-rata number of uniforms.

27.4 Casual staff will be entitled to one uniform.

27.5 The uniforms so provided shall remain the property of the employer.

27.6 The uniforms so provided shall only be replaced every 24 months unless in the opinion of the employer they have been worn out on site and in the course of duty, and require replacement.

27.7 All employees will wear appropriate footwear in accordance with the policy set by the employer. Any employee attending work with out the appropriate footwear will not be allowed to commence work and they will not be entitled to payment for any time lost because of their non compliance with this sub clause.

PART H - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

28. CALCULATION OF CONTINUOUS SERVICE

28.1 For the purpose of this clause, service shall be deemed to be continuous notwithstanding:

28.1.1 Any absence from work on account of personal sickness or accident, or on account of leave granted, imposed or agreed by the employer; or

28.1.2 Any absence with reasonable cause, proof shall be on the employee.

28.2 Calculation of a Month

28.2.1 For the purpose of this clause, a month shall be a calendar month.

29 ANNUAL LEAVE

29.1 Entitlement

29.1.1 All full-time employees shall be entitled to 30 days of annual leave for each twelve months of continuous paid service, or pro-rata for periods less than 12 months or in the case of part-time employees.

29.2 Annual Leave is Exclusive of Public Holidays

29.2.1 The annual leave prescribed by this clause shall be exclusive of any public holidays.

29.3 Cash Out of Annual Leave

29.3.1 The primary purpose of annual leave is to enable employees a period of rest and recreation from the work environment. As such, employees should avail themselves of their annual leave entitlement in the year in which it accrues. An employee may, with the agreement of the Chief Executive Officer, request to cash out up to two weeks of their annual leave during each 12 month period. Approval to cash out annual leave will only be granted where staff have accrued a minimum 4 weeks annual leave. Annual leave cannot be cashed out in advance of it being credited to the employee.

Cashed out annual leave will be paid at the rate of pay that the employee receives at the time when the election is made, and will only be paid in the normal pay cycle. In electing to cash out annual leave, the following rules will apply:

- Tax will be deducted from the gross pay at the marginal rate, which means that tax will be deducted at a higher rate;
- Staff cannot salary sacrifice any part of the cashed out annual leave.

29.4 Time of Taking Leave

29.4.1 Annual leave shall be taken at a mutually agreed upon time, and failing agreement, at a time fixed by the employer after not less than four weeks' notice to the employee. Employees cannot have more than eight weeks leave accrued except with written agreement of the employer.

29.4.2 The employer shall not approve an employee's application for annual leave unless the employee has given the employer at least 5 working days notice.

29.5 Payment for Period of Leave/Leave Loading

29.5.1 An employee before going on leave may elect to be paid all annual leave wages which have accrued for the period of leave to be taken or to receive the equivalent as a fortnightly wage to be paid in accordance with normal payroll procedures. In addition to the leave wages, a loading of 17.5% shall be paid.

29.6 Proportionate Leave on Termination

29.6.1 Upon termination, payment in lieu of annual leave (including leave loading) will be made for annual leave which has accrued but which has not been taken.

30. PERSONAL LEAVE (INCLUDING SICK LEAVE AND CARER'S LEAVE)

30.1 All full-time employees are entitled to 10 days paid personal leave per year, and personal leave under this clause is cumulative.

30.2 Personal leave (as sick leave) can be taken where an employee is absent from work on account of personal illness or injury.

30.3 Personal leave (as carer's leave) can be taken where an employee is absent from work on account of their need to provide care or support for a member of the employee's immediate family or household who requires care or support due to personal illness or injury, or an unexpected emergency.

30.4 Paid personal leave under 30.2 and 30.3 above shall be granted subject to the following:

30.4.1 The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers compensation.

30.4.2 The employee shall notify the employer of their intention to take leave of absence, where practicable, by no later than 8.30 am on that day.

30.4.3 The employee shall prove to the satisfaction of the employer that they were unable to attend for duty on the day or days for which leave of absence is claimed.

30.4.4 Leave of absence may be granted with pay, subject to available credits, without production of a medical certificate to the extent of five single days in any leave year, subject to any continuous period of absence not exceeding one day.

30.4.5 Special leave with full pay for the period of illness or disability shall be allowed to employees covered by this agreement in case of illness or disability caused by infectious diseases contracted in the course of employment with the production of a medical certificate.

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

30.4.6.1 Within 24 hours of the employee's return to work the employee shall produce to the employer a certificate from a qualified medical practitioner as to the illness or injury.

30.4.6.2 This leave shall be subject to the availability of personal leave and shall be set off against accumulated personal leave credits.

30.4.6.3 The re-credited annual leave shall be given and taken at a mutually convenient time.

30.4.6.4 The re-credited leave shall be treated as accrued annual leave but will not attract leave loading where the leave loading has been paid previously.

31. UNPAID PERSONAL LEAVE (CARER'S LEAVE)

31.1 All employees are entitled to an additional two days of unpaid personal (carer's) leave on each occasion that a member of the employee's immediate family or household requires care and support due to illness, injury, or an unexpected emergency.

31.2 In relation to unpaid personal (carer's) leave as per 31.1 above, the following rules apply:

31.2.1 An employee is only entitled to unpaid personal (carer's) leave if they do not have any paid personal leave credit available.

31.2.2 Unpaid personal (carer's) leave can be taken in one continuous period (for example, two consecutive days) or in separate periods over consecutive days as agreed between the employee and employer (for example, four consecutive half-days could be taken so that the employee can share caring duties with someone else).

31.2.3 An employee utilising unpaid personal (carer's) leave for a period of absence extending across two days or more must provide the employer with a medical certificate for the period of unpaid personal (carer's) leave.

32. COMPASSIONATE LEAVE

32.1 An employee is entitled to take up to two days of paid compassionate leave for each permissible occasion when a member of his or her immediate family or household is suffering from a serious or life-threatening personal injury or illness.

32.2 An employee must provide the employer with a medical certificate for all periods of compassionate leave, irrespective of the length of the absence for which compassionate leave under clause 32.1 above is being utilised.

32.3 An employee is entitled to take up to two days of paid compassionate (bereavement) leave for each permissible occasion upon the death of a member of his or her immediate family or household.

33. DEFINITION OF IMMEDIATE FAMILY

33.1 In relation to clauses 30, 31, and 32 above, "immediate family" means the employee's spouse (including de facto spouse, former spouse, or former de facto spouse), child, parent, grandparent, grandchild, or sibling. In addition, immediate family includes the child, parent, grandparent, grandchild, or sibling of the employee's current or former spouse (including de facto spouse).

34. FUNERAL LEAVE

34.1 All employees are entitled to three (3) days paid funeral leave per annum.

34.1.1 Upon the death of a member of the employee's immediate family (as defined in clause 33.1), funeral leave may be used in conjunction with compassionate (bereavement) leave.

In this way, and as an example, funeral leave may be used to allow the employee additional time as required to attend the funeral (in the event that the funeral is to be held interstate or in a remote community, for example).

34.1.2 Funeral leave may be used upon the death of a member of the employee’s “extended” family (that is, a family member who is not immediate family as defined in clause 33.1), or upon the death of a person who is culturally significant to the employee.

34.2 Funeral leave is non-cumulative.

35. CEREMONIAL LEAVE

35.1 An employee with twelve months continuous service who is necessarily absent from work for ceremonial purposes shall be entitled to up to three weeks unpaid leave for ceremonial purposes non-cumulative with prior written approval from the employer.

35.2 With prior written agreement with the employer, leave may be extended as unpaid leave.

36. SPECIAL LEAVE

36.1 Subject to 35.2 below, all full-time employees shall be entitled to 5 days paid special leave subject to the following conditions:

36.1.1 The entitlement shall accrue at the commencement of each year and any special leave not taken shall be allowed to accumulate.

36.1.2 Special leave may be used to supplement any and all other leave provided for by this agreement.

36.1.3 Leave loading shall not be paid on special leave.

37. PARENTAL LEAVE

37.1 Entitlement to paid parental leave

37.1.1 After twelve (12) months continuous service, a full-time or part-time female employee shall be entitled to eight (8) weeks paid maternity leave, provided that the period of paid maternity leave is taken as a continuous period.

37.1.2 After twelve (12) months continuous service, a full-time or part-time male employee shall be entitled to an unbroken period of eight (8) weeks paid paternity leave, provided that the period of paid paternity leave commences within 7 days of the birth of the child.

37.1.3 After twelve (12) months continuous service, a full-time or part-time employee shall be entitled to an unbroken period of eight (8) weeks paid adoption leave, provided that the period of paid adoption leave commences within 7 days of the child being placed with them.

37.1.3.1 Adoption leave is only available to an employee when the adopted child is under the age of five (5) years, and has not previously lived continuously with either parent for at least six months, and is not a child or step child of either parent.

37.2 Entitlement to unpaid parental leave

37.2.1 After twelve (12) months continuous service, an employee is entitled to 52 weeks of unpaid parental leave, shared between both parents, at the time of the birth of a child or the adoption of a child under the age of 5 years.

37.2.2 Unpaid parental leave is to be available to only one parent at a time, except that both parents may simultaneously take up to eight (8) weeks unpaid parental leave, provided that the combined paid and unpaid parental leave of each parent, when this leave is taken simultaneously, does not exceed eight (8) weeks.

37.3 Maternity leave

37.3.1 A female employee may take up to 52 weeks of unpaid maternity leave.

37.3.2 A female employee can take other forms of leave (such as annual leave, long service leave, special leave, etc.) with maternity leave. However, her entitlement to 52 weeks unpaid maternity leave will be reduced by the amount of other authorized leave taken by her.

37.3.3 In relation to maternity leave, a female employee must:

37.3.3.1 Provide the employer with a medical certificate no later than 10 weeks before the expected date of birth.

37.3.3.2 Apply, in writing, to the employer for the leave a minimum of four weeks prior to the commencement of the leave.

37.3.3.3 Provide the employer, if requested, a signed statutory declaration detailing their leave periods and their partner's leave arrangements, as well as stating that they will be the child's primary caregiver, and that they will not do work that is inconsistent with their conditions of employment while on maternity leave.

37.3.3.4 The requirements of this clause 36.3.3 do not apply to an employee when circumstances are beyond their control (for example, in the event of premature birth).

37.3.4 Unless otherwise agreed in writing between the employer and the employee, an employee must not work within four weeks of the birth of a child, and must not return to work within six weeks of having given birth to a child. In reaching agreement to allow an employee to work within four weeks of the birth of a child, or to return to work within six weeks of having given birth to a child, the employer may require the employee to provide a medical certificate stating that she is fit to perform her normal duties.

37.4 Transfer to a safe job

37.4.1 Where there are risks arising out of her pregnancy, or risks associated with her position, a pregnant employee is entitled to be transferred to a safe job.

37.4.2 In relation to 36.4.1, the following rules apply:

37.4.2.1 The employee must provide the employer a medical certificate stating that she is fit to work, but is unable to continue in her present position.

37.4.2.2 A pregnant employee is only entitled to be transferred to a safe job if she is entitled to, and has already applied for, maternity leave.

37.4.2.3 If transferring the employee to a safe job is not reasonably possible for the employer, the employee is entitled to paid leave (paid as normal hours) for the period during which she is unable to continue in her present position, up until the commencement of maternity leave.

37.4.2.4 This entitlement under 36.4.2 is in addition to other leave entitlements and does not reduce the period of maternity leave to which the employee is entitled.

37.5 Special maternity leave

37.5.1 A female employee is entitled to three (3) weeks paid special maternity leave in the event of a miscarriage that occurs up to 28 weeks before the expected date of birth, or in the event of a still birth.

37.5.2 A female employee who suffers a pregnancy related illness, and who provides the employer with a medical certificate, shall be entitled to unpaid special maternity leave, or to other paid leave as appropriate and to which the employee has accrued leave credits.

37.6 Paternity leave

37.6.1 A male employee may take up to 52 weeks unpaid paternity leave.

37.6.2 A male employee can take other forms of leave (such as annual leave, long service leave, special leave, etc.) with paternity leave. However, his entitlement to 52 weeks unpaid paternity leave will be reduced by the amount of other authorized leave taken by him.

37.6.3 In relation to paternity leave, a male employee must provide the employer, at least 10 weeks prior to the proposed period of unpaid paternity leave, the following:

37.6.3.1 A certificate from a registered medical practitioner which names the employee's spouse, states that she is pregnant, and details the expected date of birth (or the date on which the birth took place).

37.6.3.2 Written notification of the dates which he proposes to start and finish the period of paternity leave.

37.6.3.3 A statutory declaration stating:

- i)** The employee will take the period of unpaid paternity leave to become the primary care-giver of the child;
- ii)** Details of any period of maternity leave sought or taken by his spouse; and
- iii)** That for the period of paternity leave, he will not engage in any conduct inconsistent with his contract of employment.

37.6.4 The employee will not be in breach of 36.7.3 if the failure to give the required period of notice is because of the birth occurring earlier than expected, or other compelling circumstances.

37.7 Adoption leave

37.7.1 An employee adopting a child under the age of five years may take up to 52 weeks unpaid adoption leave, shared between both parents.

37.7.2 An employee can take other forms of leave (such as annual leave, long service leave, special leave, etc.) with adoption leave. However, the entitlement to 52 weeks unpaid adoption leave will be reduced by the amount of other authorized leave taken.

37.7.3 In relation to adoption leave, an employee must provide the employer, at least 10 weeks prior to the proposed period of unpaid adoption leave, a statutory declaration stating:

37.7.3.1 The employee is seeking adoption leave to become the primary care-giver of the child.

37.7.3.2 Details of any period of adoption leave sought or taken by the employee's spouse; and.

37.7.3.3 That for the period of adoption leave, the employee will not engage in any conduct inconsistent with his or her contract of employment.

37.7.4 The employer may require an employee to provide confirmation from the appropriate government authority details of the placement.

- 37.7.5** Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately, and a date for the employee's return to work will be agreed between the employer and employee, not exceeding four weeks from the date of the employer receiving the notification.
- 37.7.6** The employee will not be in breach of 36.8.3 if the failure to give the required period of notice is because of a requirement of the adoption agency to accept the child earlier, or other compelling circumstances.
- 37.7.7** An employee seeking to adopt a child may take up to two days of unpaid adoption leave to attend any interviews or examinations required to obtain approval for the adoption, unless the employee is entitled to other paid leave.
- 37.7.8** Adoption leave is only available to an employee when the adopted child is under the age of five (5) years, and has not previously lived continuously with either parent for at least six months, and is not a child or step child of either parent.

37.8 Returning to work after parental leave

- 37.8.1** An employee will notify the employer in writing of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave period.
- 37.8.2** An employee will be entitled to the position which they held immediately prior to commencing parental leave. In the case of an employee being transferred to a safe job pursuant to 36.4, the employee will be entitled to the position they held immediately prior to such transfer.

38. JURY SERVICE LEAVE

- 38.1** An employee required to attend for jury service during ordinary working hours shall be paid their normal ordinary hours by the employer.
- 38.2** An employee shall notify the employer in writing as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of the service.
- 38.3** An employee called up and subsequently not required for jury service shall report for work as soon as practicable after being informed that they are not required.

39. LEAVE WITHOUT PAY

- 39.1.1** At its complete discretion, Wurli Wurlinjang Health Service may from time to time approve Leave Without Pay (LWOP). The following considerations will be made in approving Leave Without Pay requests:
- 39.1.2** All applications for LWOP must be made in advance of the leave being taken, except where LWOP is being utilised as sick leave, in which case the leave application must be accompanied by a medical certificate.
- 39.1.3** LWOP can only be used to substitute sick leave if the application is accompanied by a medical certificate, and only after all sick leave entitlements have been utilised.
- 39.1.4** Unless accompanied by a medical certificate, applications for LWOP will only be considered for periods of either:
- (A) Three to twelve months (for the purposes of education/career development – approval of the application is at the discretion of Wurli Wurlinjang Health Service management, and will only occur if it can be established that approval of the application is to the benefit of Wurli Wurlinjang Health Service); or
 - (B) Not more than 2 weeks.

39.1.5 Where applications for LWOP are made under (B) above, employees are entitled to not more than 10 days LWOP per annum.

39.1.6 LWOP is non-cumulative.

40. STUDY LEAVE

40.1 An employee shall be entitled to two weeks paid study leave per annum to undertake personal studies relevant to their work. Formal evidence of the study and its relevance to the employer shall be provided.

40.2 In considering applications for study leave, the employer will consider the relevance of the study to the workplace, with approval being at the employer's convenience and discretion, ensuring that it does not unreasonably affect the productive operations of the employer.

40.3 Study leave is non-cumulative.

41. PUBLIC HOLIDAYS

41.1 An employee on weekly hiring shall be entitled to the under mentioned public holidays without deduction of pay:

- New Year's Day
- Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Labour Day (1st Monday in May)
- Queens Birthday
- Picnic Day (1st Monday in August)
- Katherine Show Day
- Christmas Day
- Boxing Day
- NAIDOC Day

41.2 Where in the Northern Territory or a locality within the Northern Territory an additional public holiday is proclaimed or gazetted by the relevant authority or is required to be observed by a judicial or administrative order and this holiday is to be observed generally by persons throughout the Northern Territory or throughout a locality, then the holiday shall be deemed to be a holiday for the purposes of this Agreement.

41.3 Should an employee be entitled to a holiday on a working day and such holiday occurs during the currency of an employee's approved leave, an additional day shall be added to the leave in lieu of such holiday.

PART I - SIGNATORIES

42. SIGNATORIES

Employee Representative or Bargaining Agent:

Name: Signature.....
Title/Position: Date:
Address:..... Phone:.....
Relationship*:

*Provide an explanation as to the authority to sign the agreement for the employees ie Employee nominated representative or Employee appointed bargaining agent.

Employer Representative:

Name: Signature.....
Title/Position: Date:
Address:..... Phone:.....
Relationship*:

*Provide an explanation as to the authority to sign the agreement for the employer

Witness:

Witness eligibility: The witness must not be the other party to the agreement, their bargaining agent, a director or person involved in the day to day management of the corporation.

Name: Signature.....
Title/Position: Date:
Address:..... Phone:.....
Relationship*:

*Provide an explanation as to the authority to sign the agreement for the employer

Employee Representative or Bargaining Agent:

Name: Signature.....
Title/Position: Date:
Address:..... Phone:.....
Relationship*:

*Provide an explanation as to the authority to sign the agreement for the employees ie Employee nominated representative or Employee appointed bargaining agent.

Employer Representative:

Name: Signature.....

Title/Position: Date:

Address: Phone:.....

Relationship*:.....

*Provide an explanation as to the authority to sign the agreement for the employer

Witness:

Witness eligibility: The witness must not be the other party to the agreement, their bargaining agent, a director or person involved in the day to day management of the corporation.

Name: Signature.....

Title/Position: Date:

Address: Phone:.....

Relationship*:.....

*Provide an explanation as to the authority to sign the agreement for the employer
