



DECISION

Fair Work Act 2009

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

Ms Dianne Jacobs

(AG2023/1501)

PORT LINCOLN ABORIGINAL HEALTH SERVICE EMPLOYEES ENTERPRISE AGREEMENT 2022

Health and welfare services

COMMISSIONER PLATT

ADELAIDE, 19 JUNE 2023

Application for approval of the Port Lincoln Aboriginal Health Service Employees Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Port Lincoln Aboriginal Health Service Employees Enterprise Agreement 2022* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Ms Dianne Jacobs (the Applicant). The agreement is a single enterprise agreement. Ms Jacobs is the appointed employer bargaining representative and thus, has capacity to make this application.

[2] The matter was allocated to my Chambers on 29 May 2023.

[3] The Applicant has submitted an undertaking in the required form dated 8 June 2023. The undertaking deals with the following topic:

- Despite Clause 6.11.4 of the Agreement, in the event that a client cancellation occurs regarding home care services, the provisions provided under Clause 25.5(f) of the *Social, Community, Home Care and Disability Services Industry Award 2010* will apply.

[4] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representative that responded, supported the undertaking.

[5] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

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

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

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 30 June 2025.

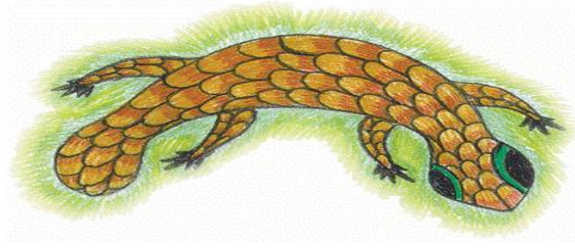


COMMISSIONER

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



PORT LINCOLN ABORIGINAL HEALTH SERVICE

EMPLOYEES'

ENTERPRISE AGREEMENT

2022

1 ARRANGEMENT

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Signatories

2 - APPLICATION AND OPERATION OF AGREEMENT

2.1 TITLE

This Enterprise Agreement shall be known as the Port Lincoln Aboriginal Health Service Employees Enterprise Agreement 2022.

2.2 PARTIES BOUND

This Agreement shall be binding on:

- The employer Port Lincoln Aboriginal Health Service; and
- All persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement, in accordance with sub clause 2.4.8;
- Australian Nursing and Midwifery Federation-South Australian Branch;
- Health Services Union-South Australia & Northern Territory.

2.3 DATE AND PERIOD OF OPERATION

2.3.1 This agreement will operate seven days from the date of approval of the agreement by Fair Work Commission and its nominal expiry date shall be **30 June 2025**.

2.3.2 It is agreed that after the nominal expiry date of this Agreement its terms and conditions will continue to apply and wages will increase by the percentage increase to Award rates of pay applied by the FWC in July each year until the Agreement is rescinded or replaced in accordance with the Fair Work Act 2009.

2.3.3 It is agreed that the parties will commence renegotiations for the new Agreement no later than six months prior to the nominal expiry date.

2.4 DEFINITIONS

2.4.1 The “**Act**” means the *Fair Work Act.2009*

2.4.2 “**FWC**” means Fair Work Commission.

2.4.3 “**Regulations**” mean Fair Work Regulations as permitted under the *Fair Work Act 2009*.

2.4.4 “**Agreement**” means the Port Lincoln Aboriginal Health Service Employees Enterprise Agreement 2022.

2.4.5 “**Mutual Agreement**” means agreement between the employer and an employee as allowed for in this agreement.

2.4.6 “**Facility**” means **Port Lincoln Aboriginal Health Service Inc.**

2.4.7 “**Employer**” means **Port Lincoln Aboriginal Health Service Inc (PLAHS)**.

2.4.8 “**Employees**” means all persons who are directly employed by PLAHS during the life of this Agreement, excluding those covered by the Medical Practitioners Award 2020 or the Pharmacy Industry Award 2020.

2.4.9 “**Union**” means the Australian Nursing and Midwifery Federation-South Australian Branch (ANMF-SA), and the Health Services Union-South Australia & Northern Territory (HSUSA/NT), which are organisations of employees registered pursuant to the Act.

2.4.10 “**Award**” means the Awards that would otherwise cover the employees if not for this Agreement, being the Nurses Award 2020; the Aboriginal and Torres Strait Islander Health Workers and Practitioners and Aboriginal Community Controlled Health Services Award 2020; and the Social, Community, Home Care and Disability Services Industry Award 2010.

2.4.11 "Employment Categories"

- (a) A **full-time employee** is an employee who works an average of 38 hours per week to an agreed roster.
- (b) A **regular part-time employee** is an employee who works a regular pattern of hours which average less than 38 per week.
Before commencing part-time employment, the employee and the employer must agree upon the hours to be worked by the employee and the rostering arrangements which will apply to those hours.
- (c) A **casual employee** is an employee who is not a full-time or regular part-time employee and who is engaged and paid as such.
- (d) **Replacement employee** means one engaged on a written appointment for a specific period of time to replace a designated person.
- (e) **Enrolled Nurse (EN)** means an employee whose training or education is deemed satisfactory for the purposes of enrolment on a register or rolls as a Nurse other than as a RN or Midwife, as regulated by the Australian Health Practitioners Regulation Agency and holds a current practising certificate.
- (f) **Registered Nurse (RN)** and/ or **Registered Midwife (RM)** will mean an employee registered by the Australian Health Practitioner Regulation Agency (AHPRA) as a Registered Nurse and/or Registered Midwife and who holds a current practising certificate.

2.4.12 "**Rostered day off**" means the normal unpaid days off duty provided for in accordance with a roster.

2.4.13 "**Nursing Care**" means activities undertaken by a nurse in order to:

- (a) Assess the nursing needs of the individual patient/client, the family or community group;
- (b) Develop a nursing care plan in association with the patient/client and/or their family and with other appropriate health professionals;
- (c) Implement nursing care plans;
- (d) Evaluate the effectiveness of the care provided in terms of the outcomes of the nursing intervention;
- (e) Appropriately revise the plan of care.

2.4.14 "**Ordinary hourly rate**" will mean the base rate of pay for a classification as defined in Schedule 1 – Wages of this Agreement.

2.4.15 "**Casual ordinary hourly rate**" will mean the base rate of pay for a classification as defined in Schedule 1 – Wages of this Agreement, plus the 25% casual loading.

2.5 OBJECTIVES

2.5.2 The Agreement aims at continually improving communication, consultation in relation to major change and cooperation at the workplace level between management and staff. The Agreement recognises the important contribution of staff members to ensuring PLAHS future.

2.5.3 The Agreement will enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of service, to further improve productivity and enhance job satisfaction, security and remuneration in a stable employee relations environment.

2.6 THE NATIONAL EMPLOYMENT STANDARDS (NES)

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2.7 RELATIONSHIP TO FEDERAL LAW AND RELEVANT AWARD(s)

2.7.1 No term of this Agreement shall operate where it is unlawful because it contains a discriminatory or other objectionable term including a term which removes any obligation to provide a minimum entitlement imposed by federal law. A term of this agreement shall be modified or excluded to the extent that it is unlawful and in particular where it removes or provides a lesser benefit to any minimum entitlement which PLAHS must provide as required by Fair Work Commission.

2.7.2 Where this Agreement states or varies an Award provision, the provision(s) of the Agreement will be applied. Except for Award provisions included in this Agreement, the Awards have no effect during the operation of this Agreement.

2.8 EXHIBITION OF AGREEMENT

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

3 - CONSULTATION AND DISPUTE PROCEDURES

3.1 CONSULTATION AND COMMUNICATION

3.1.1 The parties commit to the following consultative principles:

- (a) Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision-making process. Consultation must be seen to have occurred.
- (b) Employers and Agencies consult in good faith, not simply advise what will be done.
- (c) It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- (d) A Consultative Committee will be formed, comprising management, employee and/or workplace union representatives, for the purpose of facilitating the consultation process when required. Either party, ie management or employee representatives, may convene a meeting as necessary providing the other party with the details of the issue(s) to be discussed.

3.2 INTRODUCTION OF CHANGE

3.2.1 This Clause applies if:

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

3.2.2 Major Change

For a Major Change Referred to in 3.2.1 (a):

- (a) The employer must notify the relevant employees and the Union of the decision to introduce the major change; and
- (b) Subclauses 3.2.3 to 3.2.9 apply.

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

3.2.4 If:

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

the employer must recognise the representative.

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

- (a) discuss with the relevant employees and the Union/s:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion – provide, in writing, to the relevant employees and the Union:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

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

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

3.2.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 3.2.2, 3.2.3 and 3.2.5 are taken not to apply.

3.2.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) (the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

3.2.10 Change to Regular Roster or Ordinary Hours of Work

For a change referred to in clause 3.2.1(b):

- (a) the employer must notify the relevant employee/s of the proposed change; and
- (b) clauses 3.2.11 to 3.2.15 apply.

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

3.2.12 If:

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

3.2.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees and the Union/s the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees and the Union:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

- (c) invite the relevant employees and their representative to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 3.2.14** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or the union.
- 3.2.15** The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees or the union.
- 3.2.16** In this term, **relevant employees** will mean the employees who may be affected by a change referred to in sub-clause 3.2.1.

3.3 DISPUTE SETTLEMENT/RESOLUTION PROCEDURE

- 3.3.1** If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;
- (c) any other matter

this clause sets out procedures to settle the dispute.

- 3.3.2** An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

- 3.3.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

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

- 3.3.5** FWC may deal with the dispute in 2 stages:

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

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

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

- 3.3.6** While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

3.4 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

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

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

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*;
- (c) results in the employee being better off overall than the employee would be if no arrangement was made; and
- (d) the agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

3.4.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (f) Except for sub-clause 3.4.3(c), the agreement does not require the consent or approval of another party.

3.4.4 If the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

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

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

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

3.5 RECOGNITION OF WORKSITE REPRESENTATIVES

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

3.6 EMPLOYEE REPRESENTATION

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

3.7 TRADE UNION TRAINING LEAVE

- 3.7.1 Employees, who are members of a Union covered by this Agreement, and are elected as Worksite Representatives, shall be allowed a total of 15 full days per year to attend Trade Union Training. Fourteen days notice must be given to the employer.
- 3.7.2 All applications for leave must be made in writing detailing:
- the name of the employee seeking leave
 - period of time for which leave is sought
 - title and description
 - the place or places where the said course will be held.
- 3.7.3 Leave of Absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- 3.7.4 Any days or hours taken for such training will be paid at the employee's ordinary rate of pay.
- 3.7.5 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- 3.7.6 An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.

3.8 NOTICE BOARDS

- 3.8.1 The employer shall provide a notice board for the purpose of the Union to post formal Union notices about matters pertaining to the employment relationship, including incidental ancillary or machinery provisions and matters in connection with the operation and application of this agreement.
- 3.8.2 All such notices shall be authorised by the Union.

4 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

4.1 TYPES OF EMPLOYMENT

4.1.1 Employment categories

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

- (a) full-time;
- (b) part-time; or
- (c) casual.

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

4.2 FULL-TIME EMPLOYMENT

A full-time employee is one who is engaged to work 38 hours per week, to an agreed roster.

4.3 PART-TIME EMPLOYMENT

4.3.1 A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week and whose hours of work are reasonably predictable.

4.3.2 Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.

4.3.3 The hours of work may be permanently varied by agreement between the employer and employee and recorded in writing. Variations of a temporary or once-off nature are provided for in sub clause 6.1.4 of this Agreement.

4.3.4 A part-time employee will be paid a minimum of four hours pay for each work engagement. A minimum of three hours pay will apply if the sole purpose of attending work is for training purposes.

4.3.5 All wage related entitlements such as annual leave, sick leave, carers leave, redundancy, etc. will be based on the part time employee's actual hours worked over the previous 12 months, or from commencement of employment for those employees that have worked less than twelve (12) months.

4.4 CASUAL EMPLOYMENT

4.4.1 A casual employee is one who does not work regular or predictable hours of work but may be required to relieve other employees during leaves of absence from time to time. There is no guarantee of hours of work or ongoing employment at any time, no entitlement to paid leave except Long Service Leave, and no entitlement to paid notice of termination of employment or redundancy pay.

4.4.2 A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%. This loaded rate is referred to as the "casual ordinary hourly rate" of pay throughout this Agreement.

4.4.3 A casual employee will be paid a minimum of four hours pay for each work engagement. A minimum of three hours pay will apply if the sole purpose of attending work is for training purposes.

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

4.5 CASUAL EMPLOYEES – CONVERSION TO PART OR FULL TIME

Wherever possible, the employers' preferred method of employment for Casual workers working 'regular and predictable' hours of work is Part-Time. The following provisions will apply:

- 4.5.1** A Casual employee, who has been employed for at least 12 months and has been rostered for hours of work on a **regular and ongoing basis** over the last six months of that employment and the pattern of work is expected to continue, must be offered full or part-time employment in line with the regular pattern of hours the employee usually works, or as agreed between the employer and employee within three weeks of the completion of the first 12 months.
- 4.5.2** An offer will be in writing and will detail the conditions of employment provided to ongoing employees and the conditions that will apply if they choose to remain casually employed.
- 4.5.3** However, an employee having been made an offer under sub-clause 4.5.1, may accept or decline the offer in writing within 21 days of its receipt. If no response is received in that time, the offer will be deemed to have been declined.
- 4.5.4** Clause 4.5.2 notwithstanding, a Casual employee may apply at any time after being employed for at least 12-months to have his/her employment converted to part-time or full-time if a regular pattern of hours is being worked for at least six months. The employer may refuse such a request based on the needs of the business at that time.

4.6 TERMINATION OF EMPLOYMENT

4.6.1 Notice of termination by employer

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

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

- (b) In addition to the notice in 4.6.1(a), employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to additional notice of one week.
- (c) Payment at the full rate of pay in lieu of the notice prescribed in 4.6.1(a) and/or 4.6.1(b) must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- (d) In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the time the employee would have worked during the period of notice had the employee's employment not been terminated.
- (e) The period of notice in this clause does not apply in the case of:
- (i) dismissal for conduct that at common law justifies instant dismissal;
 - (ii) casual employees;
 - (iii) employees engaged for a specific period of time for a specific task or tasks;
 - (iv) an employee to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
 - (v) an employee who is otherwise excluded *or not entitled to receive notice* by the FWC or Regulations.

4.6.2 Job search entitlement

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

4.6.3 Payment in lieu

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

4.6.4 Notice specifying day of termination

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

The notice may be given to an employee by:

- (a) delivering it personally; or
- (b) sending it by email to the employee's private email address, if known, with a "Read Receipt" action; or
- (c) leaving it at the employee's last known address; or
- (d) sending it by Registered post to the employee's last known address.

4.6.6 Employment will be terminated in accordance with the notice provisions of clauses 4.6 – Termination of employment and where applicable 4.7 – Redundancy (severance). Notice may be given at any time provided that the termination of employment takes effect at the end of a day's work or by the payment or forfeiture (as the case may be), of the salaries appropriate to the said notice period. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal.

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

4.6.8 Notice of termination by an employee - Resignation

An employee who is intending to resign from his/her employment with PLAHS must provide two weeks' notice, in writing. If an employee who is at least 18 years old does not give the period of notice required, then the employer may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.

4.6.9 Abandonment of Employment

- (a) If an employee has been absent without leave for more than two weeks, the employer will inform the employee in writing that unless they report for duty or furnish a satisfactory reason for their absence, and the estimated duration of the absence, within a specified time, the employee will be regarded as having terminated employment on the date of their last attendance at work, plus notice.
- (b) If the employee neither reports for duty nor sends in a satisfactory reply within the specified time, the employee must be informed in writing that their employment is regarded as having been terminated on the date of their last attendance at duty, plus notice.
- (c) Any wages owed at the time of termination of employment will be paid, along with the applicable payment in lieu of notice, and any annual or long service leave entitlements accrued but not taken.

4.7 REDUNDANCY (SEVERANCE)

4.7.1 Definition

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

Redundant has a corresponding meaning.

4.7.2 Exclusions

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

4.7.3 Period of notice of termination on redundancy

- (a) If the services of an employee are to be terminated due to redundancy the employee must be given notice of termination as prescribed by clause 4.6 - Termination of employment.
- (b) Should the employer fail to give notice of termination as required, the employer must pay to that employee the full rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the employer for the purposes of the *Long Service Leave Act, 1987* as amended.

4.7.4 Job search entitlement

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

4.7.5 Severance pay

- (a) In addition to the period of notice prescribed for termination in clause 4.6 - Termination of employment, an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service:

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

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

4.7.6 Incapacity to pay

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

4.7.7 Alternative employment

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

4.7.8 Written notice

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

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

4.7.9 Transfer to lower paid duties

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

4.7.10 Transfer at same rate of pay

Where an employee is made redundant from their existing position but is redeployed to a comparable position of equal pay or where an employee has been transmitted to a new employer with the same position, then the severance pay provisions under clause 4.7.5 will not apply.

4.7.11 Employee leaving during notice

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

4.7.12 Employer to notify Centrelink of proposed termination in certain cases

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

- (a) The notice must include:
 - (i) the reasons for the terminations; and

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

4.8 CONTINUOUS SERVICE

4.8.1 Maintenance of continuous service

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

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement;
- (b) Absence of the employee from work for any cause by leave of the employer;
- (c) Absence from work on account of illness, disease or injury;
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee;
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement the Act or the *Long Service Leave Act 1987*;
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute or was re-employed by the employer upon such settlement;
- (g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer. This is qualified on the basis that the transfer of employment is on the same terms and conditions;
- (h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated;
- (i) Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or not later than fourteen days after the end of the period of absence.

4.8.2 Calculation of period of service

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

4.8.3 Service with two or more corporations

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related bodies corporate within the meaning of Section 50 of the *Corporations Act 2001*, the service of the employee with each such Corporation will be included in the calculation of the employee's continuous service for the purposes of determining the employee's entitlements pursuant to clauses 4.6 - Termination of employment, 4.7 - Redundancy (severance).

4.9 PERFORMANCE AND DISCIPLINARY PROCEDURES

4.9.1 Commitment to Procedural Fairness, Natural Justice and Communication

- (a) The parties recognise the mutual benefit in having a process for managing an employee's performance or conduct.

- (b) PLAHS is committed to the principles of procedural fairness and natural justice in addressing performance issues or unsatisfactory performance or conduct that may give rise to disciplinary consequences.
- (c) As part of this commitment, PLAHS will adhere to the performance and disciplinary procedures outlined in this clause.
- (d) For the purposes of transparency, PLAHS will clearly communicate the performance and disciplinary procedures outlined in this clause to all employees.

4.9.2 Immediacy

- (a) Action to address performance issues or unsatisfactory performance or conduct that may give rise to disciplinary consequences should be initiated promptly after an incident takes place.
- (b) Notwithstanding 4.7.2(a), action will not be taken without appropriate inquiries or investigation as this may prevent proper consideration being given to all of the circumstances.
- (c) Notwithstanding 4.7.2(a) and (b), action will not be taken without affording an employee reasonable time to prepare a response to issues raised and/or to obtain representation of their choosing (including a union representative).

4.9.3 Counselling and Warnings

- (a) With the exception of conduct justifying summary dismissal (serious and willful misconduct), an employee whose performance or conduct is below the employer's expected standards shall not be dismissed unless the following process has been followed:
 - (i) Informal counseling;
 - (ii) Verbal warning;
 - (iii) Written warning.
- (b) In relation to the process outlined in sub-clause 4.9.3(a), on each occasion, PLAHS commits to the following:
 - To provide the employee with appropriate written information regarding the nature and detail of the allegation(s) or concern(s);
 - To afford the employee reasonable time to prepare a response to the allegation(s) or concern(s) raised and to obtain representation of their choosing;
 - To afford the employee reasonable opportunity to respond to the allegation(s) or concern(s) raised by the employer, including mitigating circumstances;
 - To advise the employee how the employer considers the allegation(s) or concern(s) can be resolved including the nature of the improvements sought and/or the expectations of the employer;
 - To offer the employee reasonable assistance to meet the improvements or expectations identified by the employer (i.e. education and training, counseling or rehabilitation program);
 - To provide the employee with a full opportunity to improve;
 - When making a decision, to consider and take into account any responses or mitigating circumstances identified by the employee;
 - When making a decision, the employer will not consider conduct or performance issues that:
 - o Have not been brought to the attention of the employee; or
 - o Are of a nature different to the allegation(s) or concern(s) currently in issue; or
 - o Were raised over 12 months prior to the allegation(s) or concern(s) currently in issue;

- To advise the employee of the outcome of the performance or disciplinary process;
 - To advise the employee of the next stage of the performance or disciplinary process should the employee fail to meet the improvements sought or the expectations of the employer.
- (c) In the event the outcome of the performance or disciplinary process is a written warning, the written warning shall specify details of the poor performance and the standards of performance expected. The employee shall also be given a reasonable period of time to improve.
- (d) Similarly, an employee shall not be dismissed for misconduct (except in the case of instant dismissal) unless he or she has been given appropriate written warning specifying the unacceptable behaviour.
- (e) Written warnings shall state that a repetition of the misconduct/poor performance will result in further disciplinary action being taken.
- (f) The written warning must also include the details of any corrective action plan, ie education and training, counseling and rehabilitation, or employee assistance scheme etc.

4.9.4 Informed of allegation, evidence and potential consequences

PLAHS shall provide the employee with all relevant details of the alleged misconduct. The employee shall also be advised of the process that will be followed and the range of disciplinary action which may be taken if the allegation(s) is proven.

4.9.5 Inquiry and Investigation

The employer shall promptly take all reasonable steps to establish and confirm the facts of an alleged misconduct.

4.9.6 Right to Representation and Reasonable Notice

- (a) In the case of either alleged misconduct or poor performance, the employee shall be offered the opportunity to have a union representative (or other person) present as a witness, and to assist the employee during formal disciplinary action.
- (b) Reasonable notice must be given to the employee prior to an interview so that a representative can be present. If the employee's preferred representative is not available within a reasonable period of time, another representative may be chosen by the employee. If no representative is available within a reasonable period of time, a mutually agreed witness must be chosen - that is, someone whose character and honesty is held in high regard by both management and the employee.

4.9.7 Opportunity to Respond

- (a) The employee shall be provided with a reasonable opportunity to defend himself or herself against the allegations before a final decision is made.
- (b) The employee shall be given an opportunity to state whether there are any mitigating factors that are to be taken into account in determining the appropriate disciplinary action.

4.9.8 Full Consideration and Reasons

- (a) Following the completion of an investigation, full consideration must be given to all facts and information gathered during the investigation and through interviews with the employee.
- (b) If disciplinary action is taken, PLAHS shall clearly inform the employee of the reason(s). This includes advising the employee of how his or her performance does not meet the expected standards of the organisation, or in the case of misconduct what policies or instructions were breached.

5 - MINIMUM WAGES AND RELATED MATTERS

5.1 CLASSIFICATIONS

- 5.1.1 Classification definitions are set out in Schedule 2—Classification Definitions. The employer must advise employees in writing of their classification upon commencement and of any subsequent changes to their classification.
- 5.1.2 Nurses employed at PLAHS will commence at Registered Nurse Level 2. Positions at Enrolled Nurse or RN Level 1 are not required at PLAHS, for the life of this Agreement.

5.2 PROGRESSION THROUGH PAY POINTS

- 5.2.1 Progression for all classifications for which there is more than one pay point will be by annual increment to the next pay point, or in the case of a part-time or casual employee, upon achieving 1610 hours of experience.
- 5.2.2 Progression to the next Level of Classification will be by way of promotion or reclassification.

5.3 ALLOWANCES

The following allowances do not apply to employees classified at RN Level 4 or 5. Allowance rates are detailed in Schedule 3 – Allowances.

5.3.1 Meal allowances

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance as S3 – Allowances, in addition to any overtime payment as follows:
- (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour.
- (ii) provided that where such overtime work exceeds four hours a further meal will be provided.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

5.3.2 Travelling, transport and fares

- (a) No employee will be required to use their personal vehicle for business purposes. Company vehicles must be utilized for PLAHS business, including the transportation of clients as may be necessary from time to time. However, if a company vehicle is not available, an employee may use their own motor vehicle to carry out a specified task or duty, only with prior approval from the CEO. Under such circumstances the employee will be paid the prescribed Vehicle Allowance per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer. A Travel Allowance will be provided as per Schedule 3, at the time travel is undertaken. Receipts or other evidence acceptable to the employer must be provided to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 5.3.2(b) that exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

5.3.3 Uniform/Laundry Allowance

- (a) Uniforms are required to be worn and will be provided and paid for by the employer, at successful conclusion of Probation, in accordance with the PLAHS Uniform Policy.

- (b) The Uniform Policy once approved will not be changed without employee consultation.
- (c) A laundry allowance will be paid as per S3 - Allowances.
- (d) The laundry allowance will be paid during all absences of leave.

5.3.4 Bilingual qualification allowance

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

5.3.5 On-call allowance

- (a) An on-call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24-hour period or part thereof, as per S3 - Allowances:
 - (i) between rostered shifts or ordinary hours Monday to Friday inclusive, must receive the relevant allowance for the period of part thereof;
 - (ii) between rostered shifts or ordinary hours on a Saturday, must receive the relevant allowance for the period or part thereof;
 - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any other day the employee is not rostered to work must receive the relevant allowance for the period or part thereof.
- (c) For the purpose of this clause the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

5.3.6 Medication Administration Allowance – excluding Nurses

Aboriginal and/or Torres Strait Islander Health Workers who are qualified and permitted under law to administer medications in the performance of their duties are entitled to an allowance as per Schedule 3.

5.3.7 Additional Qualifications

This allowance is not payable for qualifications required for registration purposes, or as a minimum standard for the relevant role. It will be payable only on additional qualifications gained that are relevant to the employee's current position, or career progression within PLAHS, and authorised by the employer.

(a) Registered Nurses Level 1, 2 and 3 only

The allowance for additional qualifications and associated conditions will apply, as described below. This allowance will not apply to a Bachelor's Degree in Nursing.

- (i) An allowance equivalent to 3.5% calculated on Registered Nurse Level 2, Year 1 for graduate certificates (university based or equivalent) or Diplomas issued by a University or College of Advanced Education prior to the implementation of Graduate Certificates or Graduate Diplomas in relevant nursing/midwifery practice areas;

- (ii) An allowance equivalent to 4.5% calculated on Registered Nurse Level 2, Year 1 for Graduate Diploma (university based or equivalent);
 - (iii) An allowance equivalent to 5.5% calculated on Registered Nurse Level 2, Year 1 for second degree, Master's Degree or PhD.
- (b) **Aboriginal and/or Torres Strait Islander Health Workers and Practitioners, and Administration Employees**
- (i) An allowance equivalent to 3.5% calculated on AHW or AHP Grade 1, level 3 or Admin Grade 1, level 5 graduate certificates (university based or equivalent) or Diplomas issued by a University or College of Advanced Education;
 - (ii) An allowance equivalent to 4.5% calculated on AHW or AHP Grade 1, level 3 or Admin Grade 1, level 5 for Graduate Diploma (university based or equivalent);
 - (iii) An allowance equivalent to 5.5% calculated on AHW or AHP Grade 1, level 3 or Admin Grade 1, level 5 for second degree, Master's Degree or PhD.
- (c) **Eligibility**
- Please refer to Schedule 3 – Allowances for conditions of eligibility for this allowance.

5.3.8 Allowances Adjusted Annually

Award related allowances in this Agreement will be adjusted on an annual basis in line with the percentage increases applied to wages and as defined in Schedule 3 – Allowances. All other allowances will remain fixed as is for the life of this Agreement.

5.4 PAYMENT OF WAGES

- 5.4.1 Wages will be paid weekly by electronic funds transfer into the bank or financial institution account nominated by the employee.
- 5.4.2 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee within seven days from the last day of work. Monies owed to PLAHS may be deducted from the final wages, in agreement with the employee.

5.5 WAGES INCREASES

- 5.5.1 The provisions of this Agreement, other than wages, will apply from the first full pay period commencing on or after approval of this Agreement by FWC.
- 5.5.2 The Wage increases, and the timing of each increment are detailed in Schedule 1 – Wage Rates.
- 5.5.3 No further wage increases will be sought before the date prescribed in clause 2.3.
- 5.5.4 There will be no wages paid below the minimum wage amounts as determined by any relevant modern award.

5.6 SUPERANNUATION

5.6.1 Employer Contributions

- (a) Occupational Superannuation contributions will be paid by PLAHS on behalf of the employee, into HESTA (Health Employees Superannuation Trust Australia) Superannuation plan, or
- (b) An approved fund of the employee's choice as indicated on the Choice of Superannuation Fund form, or
- (c) Into the employee's Stapled Fund, details provided by the employee or sourced from the ATO if so authorized to do so.

5.6.2 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 5.6.1.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under sub-clauses 5.6.2(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under those sub-clauses was made.

5.7 SALARY SACRIFICE ARRANGEMENTS

- 5.7.1 Salary Sacrificing under this Agreement allows the employee to voluntarily elect to receive a component, which will not exceed the gross figure as prescribed by the Australian Tax Office (ATO) from time to time, of their remuneration in a form other than take home pay.
- 5.7.2 Where an employee enters into a salary sacrifice arrangement with Port Lincoln Aboriginal Health Service the employee will indemnify Port Lincoln Aboriginal Health Service against any taxation liability arising from that arrangement.
- 5.7.3 Port Lincoln Aboriginal Health Service will nominate a provider of salary sacrificing services to manage these arrangements. The employee will be responsible for the costs of managing these arrangements by the provider.
- 5.7.4 Port Lincoln Aboriginal Health Service shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the employees under this agreement.
- 5.7.5 The employees will be offered the opportunity to choose from the list of benefits at 5.7.8 of this Clause, which will be paid by the employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by Port Lincoln Aboriginal Health Service. The new gross salary is then subject to PAYG tax.
- 5.7.6 All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.
- 5.7.7 The employees covered under this Agreement will have access to salary sacrifice arrangements subject to the following provisions:
 - (a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual employee.
 - (b) The employee wishing to enter into a salary sacrifice arrangement will be required to sign a document which indicates that:
 - they have sought expert advice in relation to entering into such an arrangement and;
 - they understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to Port Lincoln Aboriginal Health Service does not increase.
 - If the employee elects to continue with sacrificing, the cost of the payment of the FBT will be passed back to the employee, or benefit items can be converted back to the agreed salary as per this Agreement.
 - that upon resignation or termination of employment Port Lincoln Aboriginal Health Service shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.

5.7.8 Benefits available to be packaged are as defined in this Clause.

Subject to the terms and conditions contained in this Enterprise Agreement, Port Lincoln Aboriginal Health Service shall pay to an employee who requests this option during the duration of this Agreement an optional remuneration package equivalent to the weekly ordinary time wages otherwise payable consisting of:

- (a) a cash component within the limits (as described in paragraph 1) of the employee's ordinary time wages under this Agreement (paid monthly one fortnight in arrears) and;
- (b) a benefit component of not more than the allowable amount of the employee's ordinary time wages under this Agreement payable for the following as defined by the policy and procedures of Port Lincoln Aboriginal Health Service. These include:
 - superannuation;
 - motor vehicle payments and running costs;
 - mortgage and personal loan repayments;
 - health, life and disability insurance;
 - utility expenses (e.g. Electricity, gas, water, rates, etc.)
 - school fees;
 - child minding expenses;
 - subscriptions and memberships (excluding payments to a trade union for fees or subscriptions)
 - credit card expenses (other than cash advances).

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

5.7.10 The cost of the administration of the salary packaging arrangement is to be borne by the employee and deducted from the employee's account each week. These fees are fixed for a period of three (3) years under contract with the administrative provider.

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

6 - HOURS OF WORK AND RELATED MATTERS

6.1 ORDINARY HOURS OF WORK

- 6.1.1 The maximum ordinary hours of work for a full-time employee will be 38 hours per week.
- 6.1.2 The shift length or hours of work per day will be a maximum of 8 hours exclusive of meal breaks.
- 6.1.3 The hours of work on any day will be continuous except for meal breaks.
- 6.1.4 **Swapping or changing ordinary hours – Part-Time Employees Only**
- (a) With the approval of the employer, employees may swap or change their ordinary rostered hours with another employee, or to another time of the day or another day as may suit the employee for that instance.
 - (b) Where the swapping or changing of hours adds to a part-time employee's ordinary hours of work, any additional hours worked will be paid as ordinary time.
 - (c) At no time shall an employee's rostered hours, plus any additional hours worked in accordance with 6.1.4(a) total more than 38 hours worked in any one week or eight hours in one day. However, should this occur, appropriate overtime rates or time in lieu will be applied to those hours in excess of eight hours per day or 38 hours per week.
 - (e) Any changes effected under clause 6.1.4 will be agreed to in writing, which may be the employee's time sheet.

6.2 SPAN OF HOURS

- 6.2.1 The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- 6.2.2 A shift worker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 6.2.1.
- 6.2.3 Any hours worked by a day worker outside the span of hours stated in Clause 6.2.1 will be paid at the appropriate overtime rates provided at Clause 6.7.1 of this Agreement.

6.3 REST BREAKS BETWEEN ROSTERED WORK

An employee will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift. Upon agreement between the employer and an employee, a rest break may be reduced to eight hours.

6.4 ROSTERING

- 6.4.1 Employees will work in accordance with a weekly roster fixed by the employer.
- 6.4.2 The roster will set out employees agreed ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least 14 days before the commencement of the roster period.
- 6.4.3 Unless the employer otherwise agrees, an employee desiring a roster change will give 14 days' notice except where the employee is ill or in an emergency.
- 6.4.4 Fourteen days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

6.5 SATURDAY AND SUNDAY WORK

- 6.5.1** Where an employee, other than a day worker, is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid at 150% of their ordinary hourly rate of pay for the hours worked during this period.
- 6.5.2** Where an employee, other than a day worker, is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid at 200% of their ordinary hourly rate of pay for the hours worked during this period.
- 6.5.3** Casual employees will be paid as per sub-clauses 6.5.1 and 6.5.2 calculated on their casual ordinary hourly rate of pay, as per sub-clause 4.4.2.
- 6.5.4** The above loadings are paid in substitution for and not cumulative upon overtime rates if overtime is worked on a Saturday or Sunday.

6.6 BREAKS

6.6.1 Meal breaks

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) Where an employee, having upon notification by the employer, is required to remain available or on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- (c) **Home Aged Care Workers:** Where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and sub-clause 6.6.1(b) does not apply. This paid meal period is to be counted as time worked.
- (d) The time of taking the meal break may be varied by agreement between the employer and employee.
- (e) An employee working more than four hours overtime will be entitled to a paid rest break of 20 minutes after each four hours, while on overtime duty. This break will be paid at overtime rates of pay.

6.6.2 Tea breaks

- (a) Every employee will be entitled to a paid 15-minute tea break in each four hours worked at a time to be agreed between the employee and employer.
- (b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 30-minute tea break.
- (c) Tea breaks will count as time worked.

6.7 OVERTIME

6.7.1 Overtime penalty rates

- (a) Hours worked in excess of the ordinary hours on any day or shift are to be paid as follows:
- (i) Monday to Friday (inclusive)–time and a half for the first two hours and double time thereafter;
- (ii) Saturday and Sunday–double time;
- (iii) Public holidays–double time and a half.
- (b) **Part-time and casual employees**
- (i) All time worked by a part-time or casual employee in excess of 38 hours per week will be paid as per clause 6.7.1(a).

- (ii) All time worked by a part-time or casual employee which exceeds ordinary full-time hours per day, will be paid as per clause 6.7.1(a).
- (iii) All time worked by a part-time employee which exceeds their guaranteed minimum hours per day will be paid in accordance with sub-clause 6.7.1 (a), except where agreement has been reached under either clause 6.1.4 or clause 4.3.3.
- (iv) Overtime rates for casual employees will be cumulative upon the casual ordinary hourly rate of pay, as defined in sub clause 4.4.2.
- (c) Overtime penalties as prescribed in clause 6.7.1(a) do not apply to Registered Nurse levels 4 and 5.
- (d) Overtime rates for all employees under this clause will be in substitution for and not cumulative upon the loadings prescribed in clause 6.5 – Saturday and Sunday Work.
- (e) Overtime penalties as prescribed in clause 6.7.1(a) do not apply to Registered nurse levels 4 or 5.

6.7.2 Time off instead of payment for overtime

- (a) By agreement between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) Overtime taken as time off during ordinary hours will be taken at the applicable overtime rate, for example, an hour worked overtime on a weekday would be 1.5 hours taken as TOIL.
- (c) TOIL should be taken within six months of being accrued, however upon request by the employee, TOIL may be taken in conjunction with annual leave or at a time exceeding six months by agreement between the parties.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 6.7.2(a) but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (d) On termination of employment for any reason, any TOIL accrued but not taken will be paid out at the applicable overtime rates relevant to when the hours were worked.

6.7.3 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such an absence.
- (c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

6.7.4 Recall to work when on call – Aboriginal Maternal & Infant Care (AMIC) workers only

An AMIC employee, who is required to be on call and who is recalled to work, will be paid for a minimum of three hours work at the appropriate overtime rate. No employee, who is on call, is required to undertake work at home via phone calls or emails.

6.7.5 Recall to work when not on call – Aboriginal Maternal & Infant Care (AMIC) workers only

- (a) An AMIC employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.

- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.
- (d) In the event of an employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to their place of residence, the employer will provide adequate transport free of cost to the employee.

6.8 HIGHER DUTIES

An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for one day or more.

6.9 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

6.9.1 Request a change in working arrangements

An employee may request a change in his/her working arrangements if:

- (a) Any of the circumstances referred to in subsection (1a) below apply to an employee; and
- (b) the employee would like to change his or her working arrangements because of those circumstances;

then the employee requests the employer for a change in working arrangements relating to those circumstances.

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

(1a) The following are the circumstances:

- (a) The employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) The employee is a Carer (within the meaning of the Carer Recognition Act 2010);
- (c) The employee has a disability;
- (d) The employee is 55 or older;
- (e) The employee is experiencing violence from a member of the employee's family;
- (f) The employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family;
- (g) Where an employee is pregnant.

(1b) To avoid doubt, and without limiting 6.9.1 an employee who;

- (a) Is a parent, or has responsibility for the care, of a child; and
- (b) Is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the employee to care for the child.

6.9.2 Entitlement to request:

- (a) An employee, other than a casual employee, is entitled to make a request only after they have completed at least 12 months of continuous service with PLAHS prior to making the request; and
- (b) For a casual employee – the employee:
 - (i) Is a long-term casual employee of PLAHS prior to making the request; and
 - (ii) Has a reasonable expectation of continuing employment with PLAHS on a regular and systematic basis.

6.9.3 Formal Requirements

The request must:

- (a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

6.9.4 Agreeing to the request

The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request. The employer will seek to consult with the employee to discuss and negotiate alternative options should the employee's initial request not be able to be met.

6.9.5 The employer may refuse the request only on reasonable business grounds.

- (a) Without limiting what are reasonable business grounds for the purpose of 6.9.4 reasonable business grounds include the following:
 - (a) that the new working arrangements requested by the employee would be too costly for the employer;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
 - (e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

6.9.6 If PLAHS refuses the request, the written response under 6.9.4 will include details of the reasons for the refusal and details of any alternative arrangements discussed in consultation for consideration by the employee.

6.9.7 If a request for a flexible work arrangement is ignored or not responded to within 21 days of receipt or alternative arrangements cannot be agreed, an employee may enter into a dispute with their employer and if not resolved at the workplace level, can be decided by the FWC.

6.10 SHIFT WORK

6.10.1 Afternoon and night shift work will not be implemented at PLAHS during the life of this Agreement.

6.10.2 PLAHS will, for the foreseeable future, remain a Monday to Friday, day work, service. However, should a future decision be made to provide a service on Saturday or Sunday, the provisions under clause 6.5 Saturday and Sunday Work will apply to ordinary hours of work performed on these days.

6.11 CONDITIONS APPLICABLE TO HOME CARE EMPLOYEE ONLY – SPECIFIC TO PROGRAM FUNDING

The provisions under this clause only apply to employees engaged in Home Care under specified funded programs.

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

6.11.2 Should a Home Aged Care Worker be required by a client to work overtime or weekends then Clause 6.7 – Overtime or 6.5 – Saturday and Sunday Work will apply.

6.11.3 Home Aged Care Workers will not be 'on-call' during the life of this Agreement therefore On-Call provisions in this Agreement will not apply to these workers.

6.11.4 Client Cancellation

- (a) In relation to Home Aged Care Workers, where a client cancels a service before 5.00 pm on the day prior to that service being provided, the employee will not be paid for that shift. However, if such notice is not received the employee will be entitled to be paid for the hours rostered.
- (b) The employer may direct the employee to work elsewhere and/or undertake different duties for a period of time equivalent to the time cancelled, during the current or subsequent pay period.

6.11.5 Broken Shifts – Applies to Home Care Employees only

Broken shifts are not required within the Clinical setting or other programmes undertaken by the employer for the life of this Agreement.

- (a) Broken shift with one unpaid break:
 - (i) An employer may only roster an employee to work a broken shift of two periods of work with one unpaid break (other than a meal break).
 - (ii) An employee rostered to work a broken shift with one unpaid break must be paid the allowance in Schedule 3 - Allowances.
- (b) Agreement to work a broken shift with two unpaid breaks:
 - (i) Despite clause 6.11.5(a)(i), an employer and an employee may agree that the employee will work a broken shift of three periods of work with two unpaid breaks (other than meal breaks).
 - (ii) An agreement under clause 6.11.5(b)(i) must be made before each occasion that the employee is to work a broken shift with two unpaid breaks unless the working of the two-break broken shift is part of the agreed regular pattern of work in an agreement made under clause 4.3.2 or subsequently varied.
 - (iii) An employee who works a broken shift with two unpaid breaks must be paid the allowance in Schedule 3.
- (d) Payment for a broken shift will be at ordinary pay with weekend, overtime and public holiday penalty rates to be paid in accordance with the relevant provisions in this Agreement.
- (e) The span of hours for a broken shift is up to 12 hours. All work performed beyond a span of 12 hours will be paid at double time.
- (f) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- (g) No shift work will be required during the life of this Agreement.

6.11.6 Whenever possible, PLAHS will demonstrate a genuine attempt to consolidate hours of care to one employee so that the hours worked in one day total greater than one hour. The aim being to maximise the hours of work available to a small number of employees undertaking this type of work.

6.11.7 Award provisions excluded

Sleepovers, 24-Hour Care, and Excursions will not be undertaken at PLAHS during the life of this Agreement.

7 - LEAVE AND PUBLIC HOLIDAYS

7.1 ANNUAL LEAVE

7.1.1 Entitlement to Annual Leave – excludes casual employees

- (a) An employee who is not a shift worker as defined in sub-clause 7.1.2 is entitled to five (5) weeks annual leave for each year of service.
- (b) An employee who is a shift worker as defined in clause 7.1.2 is entitled to six (6) weeks annual leave for each completed year of continuous service.

7.1.2 Definition of a Shift Worker for the purposes of annual leave

For the purpose of the NES, employees are entitled to the additional annual leave specified in clause 7.1.1(b) if the employee is rostered to work over seven days of the week and regularly works on weekends.

7.1.3 Taking of annual leave

- (a) Annual leave should be taken in the year accrued. Variations may only occur by mutual agreement between employer and employee where special circumstances exist.
- (b) The employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:
 - (i) as part of a temporary full or partial close-down of its operations; or
 - (ii) where more than 10 weeks' leave is accrued, as per sub-clause 7.1.8.

7.1.4 Annual leave loading

- (a) In addition to their ordinary pay, an employee will be paid an annual leave loading of 17.5% of their ordinary pay.
- (b) Annual leave loading will be paid on the occasion of leave being taken.

7.1.5 Payment for Annual Leave

An employee will be paid the amount of wages they would have received, during the relevant pay periods for which he/she is on leave, for ordinary time worked had they not been on leave during that period, plus the appropriate amount of leave loading.

7.1.6 Payment of Annual Leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and associated leave loading.

7.1.7 Cashing out Annual Leave

Cashing out of annual leave may occur only in accordance with the Fair Work Act 2009 and is subject to:

- (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

7.1.8 Excessive leave accruals: general provision

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for a shift worker, as defined by sub-clause 7.1.2).

- (b) If an employee has an excessive leave accrual, the employer or the employee will seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

7.1.9 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under sub-clause 7.1.8 but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than four weeks when any other paid annual leave arrangements are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

7.1.10 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 7.1.9 but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under sub clause 7.1.10(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 7.1.9 that, when any other paid annual leave arrangements are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under sub clause 7.1.10(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under sub clause 7.1.10(a) more than 4 weeks' paid annual in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under sub clause 7.1.10(a).

7.1.11 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) The employer must keep a copy of any agreement as an employee record.

- (c) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause (a), the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

7.2 PUBLIC HOLIDAYS

7.2.1 Prescribed Public Holidays in this Agreement are as follows:

New Year's Day	Australia Day
Good Friday	the day after Good Friday
Easter Monday	Anzac Day
Adelaide Cup Day	King's Birthday
Labour Day	Christmas Day
Proclamation Day	

and 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.

7.2.2 Public holiday substitution

An employer and an individual employee or employees may, by agreement, substitute another day for a public holiday.

7.2.3 Payment for work done on public holidays

- (a) All work done by an employee (excluding casual employees) during their ordinary shifts on a public holiday, including a substituted day, will be paid at 250% of their ordinary hourly rate of pay.
- (b) All work done by a casual employee during their ordinary hours of work on a public holiday, including a substituted day, will be paid at 250% of their casual ordinary hourly rate of pay.
- (c) Payment under this clause is instead of any additional penalty for shift or weekend work otherwise payable under this Agreement.

7.2.4 Public holidays occurring on rostered days off

All full-time and part-time employees who are rostered off on a public holiday they would ordinarily work, will be paid at the ordinary hourly rate of pay for that day in line with the hours of work that would usually be worked on that day.

7.3 CEREMONIAL AND CULTURAL LEAVE

7.3.1 Ceremonial Leave

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

7.3.2 Cultural Leave

- (a) An employee who has immigrated to Australia and is able to demonstrate that he/she is genuinely following cultural tradition that is important to his/her wellbeing and is legitimately required by the traditions of that country to be absent from work for ceremonial, cultural or community purposes may be granted up to a maximum of 10 days of unpaid leave per annum to be taken as Cultural Leave.

- (b) Clause 7.3.2(a) will also apply to an employee who has been born in Australia and is able to demonstrate that he/she is genuinely following cultural tradition from another country that is important to his/her wellbeing.
- (c) Approval must be sought and given by the Chief Executive Officer prior to taking such leave and, if requested by the employer, evidence, the form of which will be stipulated at the time, must be provided by the employee.

7.4 PERSONAL/CARER'S LEAVE (SICK LEAVE AND CARER'S LEAVE)

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 7.4.9.

7.4.1 Definitions

The term **immediate family** includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee;
- (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;
- (c) A person with whom the employee has established an enduring relationship and for whom the employee has become the person to deliver physical and/or emotional support i.e. the primary relationship of the employee.

7.4.2 Employees Entitlement and Payment

(a) Entitlement:

- (i) Employees having worked for less than one year of continuous service, from commencement of employment, will be entitled to 10 days paid leave (or the equivalent hours) per annum;
- (ii) Employees having worked for between one year and two years of continuous service will be entitled to 11 days paid leave (or the equivalent hours) per annum;
- (iii) Employees having worked for between two years and six years of continuous service will be entitled to 13 days paid leave (or the equivalent hours) per annum;
- (iv) Employees having worked for more than six years of continuous service will be entitled to 14 days paid leave (or the equivalent hours) per annum.
- (v) Leave will accrue monthly from date of commencement of employment, and entitled to be taken once accrued.

(b) Payment:

- (i) Full-time employees will be paid their usual number of full-time hours worked per day of leave taken, at the relevant base rate of pay.
- (ii) Part-time employees will be paid their usual number of part-time hours worked per day of leave taken, at the relevant base rate of pay.

7.4.3 Personal/Carer's leave for personal injury or sickness

An employee is entitled to use the full amount of their Personal/Carer's leave entitlement including accrued leave for the purposes of Personal/Carer's illness or injury, subject to the conditions set out in clause 7.4.

7.4.4 Personal/Carer's leave to care for an immediate family or household member

An employee is entitled to use any accrued personal/carer's leave to care for members of their immediate family or household who are sick or injured and require care or support or due to an unexpected emergency affecting that member.

7.4.6 Employee must give notice

- (a) When taking Personal/Carer's leave or Compassionate leave, the employee must, as soon as reasonably practicable, inform the employer of their inability to attend for duty and as far as practicable state 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 when reasonably able to advise of such absence.

7.4.7 Evidence supporting claim

- (a) When taking Personal/Carer's leave, the employee must, when required by the employer, establish by production of a medical certificate or other reasonable evidence, which states the employee was unable to attend work due to reasons specified in clauses 7.4.3 or 7.4.4. The employer must provide reasonable cause for requiring such evidence.
- (b) Single days of leave may be taken without providing evidence unless required under sub-clause 7.4.7(a) however, a medical certificate or other reasonable evidence must be provided for absences greater than three consecutive days.

7.4.8 Unpaid Personal/Carer's leave

Where an employee has exhausted all paid Personal/Carer's leave entitlements, they are entitled to take unpaid Personal/Carer's leave to care for members of their immediate family or household who are sick and require care or 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 of unpaid leave per occasion, provided the requirements of 7.4.6(a) and 7.4.6(b) are met.

7.4.9 Casual employees

Casual employees do not have an entitlement to Personal/Carer's Leave, however:

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

7.5 PARENTAL LEAVE

7.5.1 Unpaid Parental Leave

Unpaid Parental Leave will be in line with the Parental Leave provisions of the NES as amended from time to time, including provisions for ensuring safe work for pregnant women, the entitlement to "paid no safe job leave", and employee couples leave entitlements.

7.5.2 Paid Parental Leave

- (a) An employee who is not a casual employee and who has completed 12 months continuous service prior to the expected date of birth or adoption is eligible to apply for six weeks paid parental leave.
- (b) Where employees are members of a couple, paid parental leave will be granted to the primary care giver only. Paid Parental Leave can be shared between the couple; the six weeks paid parental leave will not be paid to each member of the couple.
- (c) Unless additional leave is sought and granted, a combination of paid and unpaid leave must not exceed 52 weeks.

- (d) It is to be paid at the employee's base rate of pay.
- (e) Part time employees are entitled to the same provisions as full time employees on a pro-rata basis according to contracted hours.
- (d) Paid Parental Leave may be extended to 12 weeks on half pay.

7.6 COMMUNITY SERVICE LEAVE

Community Service Leave – will be in accordance with the NES.

7.7 COMPASSIONATE LEAVE

7.7.1 Definition:

The term **immediate family** is the same as for Personal/Carer's Leave, refer clause 7.4.1.

7.7.2 Paid Compassionate leave entitlement

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

- contract or develops a personal illness that poses a serious threat to his or her life; or
- sustains a personal injury that poses a serious threat to his or her life; or
- dies, or
- a child is miscarried or stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.

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

Compassionate leave is able to be taken as follows:

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

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

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

7.7.3 Unpaid Compassionate leave entitlement

A casual employee may take unpaid compassionate leave, which may be taken as outlined in clause 7.7.2.

7.7.4 Giving notice

The same conditions for giving notice of Personal/Carer's leave shall apply to Compassionate leave, refer sub-clause 7.4.6.

7.8 CHRISTMAS CLOSURE

PLAHS closes down during the Christmas to New Year period each year.

To ensure employees are paid during this period the following is provided:

- (a) Full-time employees may bank Rostered Days Off to be paid for what would otherwise be usual days of work that are not Public Holidays occurring during the closure. TOIL and/or Annual Leave entitlements may also be used.
- (b) Part-time employees will be required to utilise TOIL or Annual Leave entitlements to be paid for what would otherwise be usual days of work that are not Public Holidays occurring during the closure.

Employees are expected and will be encouraged to ensure they have sufficient RDOs, TOIL and/or Annual Leave available to cover the Closure period. However, where employees have no entitlements as identified in this clause they will be required to take special leave without pay.

7.9 SPECIAL LEAVE

7.9.1 Special leave with pay (SLWP)

- (a) The Chief Executive Officer (CEO) may grant up to the equivalent of 15 days paid special leave per financial year. Paid Special Leave is NOT accumulative.
- (b) An application for SLWP must be made to the Employer. The Employer must consider the individual circumstances of the Employee.
- (c) Applications for SLWP may only be rejected on reasonable business grounds.
- (d) The Employer cannot unreasonably refuse an application to take special leave with pay.
- (e) SLWP will be paid at the Employee's ordinary rate of pay.
- (f) SLWP may be granted in the following circumstances:
 - (i) Ceremonial and/or Cultural leave;
 - (ii) Compassionate leave;
 - (iii) As additional paid parental leave;
 - (iv) Pandemic leave or an adverse reaction to mandatory vaccinations;
 - (v) Individual needs and responsibilities;
 - (vi) For any other reason not listed above, at the discretion of the Employer.
- (g) Applying for SLWP does not require the exhaustion of other leave entitlements.

7.9.2 Special leave without pay

The CEO may grant special leave without pay, the granting of such leave will be at the discretion of the CEO and will depend on the needs of the business at the time, and the circumstances of the employee.

7.10 FAMILY DOMESTIC VIOLENCE LEAVE (FDVL)

PLAHS recognises that some of its staff may experience situations of violence or abuse in their family and/or domestic life that may negatively affect their attendance or performance at work.

Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of an employee that:

- (a) seeks to coerce or control the employee; and
- (b) causes the employee harm or to be fearful.

A **close relative** of the employee is a person who:

- (a) is a member of the employee's immediate family; or
- (b) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

7.10.1 PLAHS will offer support to employees experiencing domestic violence. The following will be provided as and when necessary:

- a. access to up to 10 days of paid FDVL leave.
- b. flexible working arrangements, including changes to working times if consistent with the needs of the work unit, and with appropriate regard to the health and safety of other staff.

- c. once FDVL has been exhausted, Personal Leave entitlements may be accessed to attend medical appointments, legal proceedings, seek safe housing or to attend any other activities related to dealing with domestic violence and its consequences. This leave may be taken as consecutive days or single days, or as a fraction of a day as required.
- 7.10.2** Proof of domestic violence may be required by the Employer and can be presented in the form of an agreed document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counselling professional.
- 7.10.3** An employee who is supporting a person experiencing domestic violence, and who requires time off work for that purpose, may request unpaid leave and/or may request Personal Leave.

8 – SAFETY, STAFFING AND DEVELOPMENT

8.1 WORK HEALTH & SAFETY

8.1.1 No Lift – No Injury

(a) Policy

As part of its commitment to the health and safety of staff, Port Lincoln Aboriginal Health Service will ensure that lifting tasks are eliminated where possible. The aim is to minimise the need for lifting by employing alternative methods of moving and lifting residents.

(b) Implementation will be subject to:

- (i) Site WHS Committees will conduct regular audits of equipment to check suitability, at least once (1) per year.
- (ii) Subject to the outcome of audits as per above, site budgets will allocate funds for new and replacement equipment on a priority needs basis.
- (iii) WHS Committees will also conduct regular audits of incident and injury records to identify any issues relating to lifting that require attention.
- (iv) Employees are required to work in conformity with the policy in order to meet their duty of care obligations to not place themselves or others at risk of injury.

8.1.2 Challenging Behaviours

- (a) In addition to the above strategy the parties to this Agreement will adopt principles to respond to concerns covering the following issues, in accordance with established policy & procedures:
- **Violent behaviour** – It is agreed that Port Lincoln Aboriginal Health Service will adopt a zero tolerance approach to violence in the workplace. In adopting this policy position, the employer will develop policies and procedures using as a guide the Department of Health “Clients who use Violence” Better Practice Guide.
 - Other WHS / Worksite concerns raised by either the Employer and Employee.

8.2 SAFE STAFFING LEVELS & SKILL MIX

8.2.1 Staffing levels and skills mix should be driven primarily by the need to achieve optimal health and quality of life outcomes for, and meet the needs of, people requiring or in receipt of clinical and acute services, primary health care, chronic disease management and other health and allied services delivered by the Port Lincoln Aboriginal Health Service.

8.2.2 The level of staffing and the skills mix of staff must enable Port Lincoln Aboriginal Health Service and staff to meet their duty of care responsibilities in providing quality care to people requiring or in receipt of PLAHS services.

8.2.3 The level of staffing and the skills mix of staff must also enable Port Lincoln Aboriginal Health Service to meet their responsibilities under occupational health and safety legislation and must aim for the promotion of a safe and healthy workplace.

8.2.4 To meet optimal health and quality of life outcomes at an individual and service level, Port Lincoln Aboriginal Health Service will establish a process for determining staffing levels and skills mix, which provides flexibility at the local level to respond in a timely manner to changes in the needs of clients in the community; and which also takes into consideration work and life balance for staff and gives priority to permanent employment.

8.2.5 The level of staffing and the skills mix of staff should be regularly reviewed. Consultation with staff and the Unions must occur when changes to the level of staffing and the skills mix of staff have a significant impact on staff working conditions or to their work and family balance.

- 8.2.6** PLAHS will ensure that all staff have the necessary skills for them to be able to perform the role required of them or facilitate access to suitable training for the acquisition of such skills. All staff should have, or undertake, a basic qualification or equivalent experience for entry to work in the sector and be provided with opportunities for further education and professional development. This is an essential component of continuous quality improvement and the provision of quality care.
- 8.2.7** In consultation with staff, PLAHS will develop a policy to ensure staffing levels are maintained safely during Aboriginal and Torres Strait Islander community events such as funerals. This will be achieved within three months from approval of this Agreement.

8.3 STAFF DEVELOPMENT

- 8.3.1** The responsibility for staff development is shared between employees and their employers. Employees are expected to participate in professional skill development. Clinical employees are expected to participate in professional skill development to ensure that they perform at a standard consistent with clinical competencies relevant to their classification and registration.
- 8.3.2** On the basis of assessed needs, a range of relevant programs/topics will be provided by the employer and employees are encouraged to attend.
- 8.3.3** Attendance at mandatory training and skills update sessions provided by the employer is the responsibility of the employee for a minimum of eight (8) hours per year regardless of employment status.
- 8.3.4** Mandatory training will be paid at the appropriate rate as per the applicable shift rate for those on duty and for a minimum of three hours at the ordinary hourly rate of pay for those attending in their own time.
- 8.3.5** Mandatory e-Training will be provided on the following conditions:
- (a) Employees who are rostered on duty at the time they undertake e-Training will be paid for the duration of the training as if they had worked.
 - (b) Employees who are rostered off duty and elect to undertake e-Training either at home or choose to do so using PLAHS' facilities, will be paid for a minimum of 15 minutes up to a maximum of one (1) hour at their ordinary rate of pay for each module successfully completed.
- 8.3.6** Further staff development can be achieved through a formal course of study at a recognised institution, or developmental activities such as management and executive programs, conferences and seminars etc. Individual employees are expected to show initiative in seeking developmental opportunities.
- 8.3.7** Full-time employees and part time employees who work an average of greater than twenty (20) hours per week will be able to seek approval of paid leave (on a pro rata basis for part-time employees), to complete Education/Development relevant to the nature of their role and activities of PLAHS.
- 8.3.8** Professional Education leave is non-cumulative.
- 8.3.9** Managers may approve leave and expenses or leave without pay, to attend organised seminars, courses or conferences.
- 8.3.10** PLAHS Training/educational goals for employees will be established and reviewed in consultation with employees. Individual training/educational goals and needs will be established and reviewed as part of PLAHS performance and competency appraisal system.

8.4 STUDY LEAVE

- 8.4.1** For the purpose of this clause, study leave shall mean leave to attend courses or seminars approved by the employer which are designed to enhance the employee's knowledge and skills relative to the employer's service. It shall also include courses developed and conducted by the employer and referred to herein as in service courses.

- 8.4.2** Employees attending in service courses shall be paid for such time and shall be reimbursed all expenses incurred by their attendance hereof.
- 8.4.3** Applications for leave to attend external courses shall be considered on their individual merits.
- 8.4.4** Where it can be shown that the operation of PLAHS will not be unduly inconvenienced and that in the employer's view undertaking such a course will benefit clients of PLAHS, then the application will be approved.
- 8.4.5** Employees shall have completed six months service before becoming entitled to the provisions of this clause. However, the employer may grant such leave at any time for the purpose of necessarily improving the service offered to clients.
- 8.4.6** The cost associated with such courses shall be borne by the employer up to a maximum of six weeks' wages per annum, subject to approval by the CEO, and relevance to the employee's position. All applications for study assistance will be dealt with in a fair and equitable manner.
- 8.4.7** Study leave for employees to attend fulltime studies at an approved tertiary institute may be granted provided that:
- (a) outside funding is provided for replacement for the period of the study leave through an approved program or training scheme;
 - (b) the employee agrees to the conditions applicable to the approved program of training scheme;
 - (c) the employee may take leave without pay for the period of the study leave.

SCHEDULE 1**WAGES RATES**

First Increase under this Agreement: The first increase to all wage rates in this Schedule will be applied in the First Full Pay Period on or after Agreement by majority vote has been made, backdated to the FFPP on or after 1 July 2022.

S1.1 NURSES

CLASSIFICATION	FFPP on or after		FFPP on or after		FFPP on or after	
	1-Jul-22		1-Jul-23		1-Jul-24	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
	5.00%		5.00%		5.00%	
Registered Nurse Level 2						
RN2/1	\$93,629.55	\$47.23	\$98,311.03	\$49.59	\$103,226.58	\$52.07
RN2/2	\$95,698.05	\$48.28	\$100,482.95	\$50.69	\$105,507.10	\$53.22
RN2/3	\$97,278.30	\$49.07	\$102,142.22	\$51.53	\$107,249.33	\$54.10
RN2/4	\$98,795.55	\$49.84	\$103,735.33	\$52.33	\$108,922.09	\$54.95
Registered Nurse Level 3						
RN3/1	\$112,246.05	\$56.62	\$117,858.35	\$59.45	\$123,751.27	\$62.43
RN3/2	\$119,345.10	\$60.20	\$125,312.36	\$63.21	\$131,577.97	\$66.38
RN3/3	\$121,643.55	\$61.36	\$127,725.73	\$64.43	\$134,112.01	\$67.65
RN3/4	\$126,066.15	\$63.59	\$132,369.46	\$66.77	\$138,987.93	\$70.11
Registered Nurse Level 4						
RN4/1	\$127,171.80	\$64.15	\$133,530.39	\$67.36	\$140,206.91	\$70.73
RN4/2	\$129,384.15	\$65.27	\$135,853.36	\$68.53	\$142,646.03	\$71.96
RN4/3	\$131,595.45	\$66.38	\$138,175.22	\$69.70	\$145,083.98	\$73.19

NOTE: PLAHS does not have positions for Enrolled Nurses or Registered Nurses Level 1. Nursing positions at PLAHS are from RN2 to RN4 for the life of this Agreement.

S1.2 HEALTH WORKERS, HEALTH PRACTITIONERS, ADMINISTRATION & ANCILLARY

CLASSIFICATIONS	FFPP on or after		FFPP on or after		FFPP on or after	
	1-Jul-22		1-Jul-23		1-Jul-24	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
	5.00%		5.00%		5.00%	
Grade 1 - Health Worker (Trainee)						
Level 1	\$1,020.60	\$26.86	\$1,071.63	\$28.20	\$1,125.21	\$29.61
Level 2	\$1,100.40	\$28.96	\$1,155.42	\$30.41	\$1,213.19	\$31.93
Level 3	\$1,142.40	\$30.06	\$1,199.52	\$31.57	\$1,259.50	\$33.14
Grade 2 - Health Worker (Trainee)						
Level 1	\$1,207.50	\$31.78	\$1,267.88	\$33.37	\$1,331.27	\$35.03
Level 2	\$1,284.15	\$33.79	\$1,348.36	\$35.48	\$1,415.78	\$37.26
Level 3	\$1,351.35	\$35.56	\$1,418.92	\$37.34	\$1,489.86	\$39.21
Grade 3 - Health Worker (Generalist)						
Level 1	\$1,391.25	\$36.61	\$1,460.81	\$38.44	\$1,533.85	\$40.36
Level 2	\$1,432.20	\$37.69	\$1,503.81	\$39.57	\$1,579.00	\$41.55
Level 3	\$1,465.80	\$38.57	\$1,539.09	\$40.50	\$1,616.04	\$42.53
Grade 4 - Advanced Health Worker or Practitioner						
Level 1	\$1,504.65	\$39.60	\$1,579.88	\$41.58	\$1,658.88	\$43.65
Level 2	\$1,541.40	\$40.56	\$1,618.47	\$42.59	\$1,699.39	\$44.72
Level 3	\$1,581.30	\$41.61	\$1,660.37	\$43.69	\$1,743.38	\$45.88
Grade 5 - Senior Health Worker or Senior Practitioner or Coordinator						
Level 1	\$1,569.15	\$41.29	\$1,647.61	\$43.36	\$1,729.99	\$45.53
Level 2	\$1,608.38	\$42.33	\$1,688.80	\$44.44	\$1,773.24	\$46.66
Administration Officer Grade 1						
Level 1	\$1,013.25	\$26.66	\$1,063.91	\$28.00	\$1,117.11	\$29.40
Level 2	\$1,016.40	\$26.75	\$1,067.22	\$28.08	\$1,120.58	\$29.49
Level 3	\$1,039.50	\$27.36	\$1,091.48	\$28.72	\$1,146.05	\$30.16
Level 4	\$1,055.25	\$27.77	\$1,108.01	\$29.16	\$1,163.41	\$30.62
Level 5	\$1,089.90	\$28.68	\$1,144.40	\$30.12	\$1,201.61	\$31.62
Administration Officer Grade 2						
Level 1	\$1,107.75	\$29.15	\$1,163.14	\$30.61	\$1,221.29	\$32.14
Level 2	\$1,129.80	\$29.73	\$1,186.29	\$31.22	\$1,245.60	\$32.78
Level 3	\$1,150.80	\$30.28	\$1,208.34	\$31.80	\$1,268.76	\$33.39
Level 4	\$1,168.65	\$30.75	\$1,227.08	\$32.29	\$1,288.44	\$33.91
Level 5	\$1,189.65	\$31.31	\$1,249.13	\$32.87	\$1,311.59	\$34.52
Administration Officer Grade 3						
Level 1	\$1,213.80	\$31.94	\$1,274.49	\$33.54	\$1,338.21	\$35.22
Level 2	\$1,237.95	\$32.58	\$1,299.85	\$34.21	\$1,364.84	\$35.92
Level 3	\$1,261.05	\$33.19	\$1,324.10	\$34.84	\$1,390.31	\$36.59
Level 4	\$1,285.20	\$33.82	\$1,349.46	\$35.51	\$1,416.93	\$37.29
Administration Officer Grade 4						
Level 1	\$1,307.25	\$34.40	\$1,372.61	\$36.12	\$1,441.24	\$37.93
Level 2	\$1,339.80	\$35.26	\$1,406.79	\$37.02	\$1,477.13	\$38.87
Level 3	\$1,366.05	\$35.95	\$1,434.35	\$37.75	\$1,506.07	\$39.63
Level 4	\$1,393.35	\$36.67	\$1,463.02	\$38.50	\$1,536.17	\$40.43

CLASSIFICATIONS	FFPP on or after		FFPP on or after		FFPP on or after		
	1-Jul-22		1-Jul-23		1-Jul-24		
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	
	5.00%		5.00%		5.00%		
Administration Officer Grade 5							
Level 1	\$1,422.75	\$37.44	\$1,493.89	\$39.31	\$1,568.58	\$41.28	
Level 2	\$1,454.25	\$38.27	\$1,526.96	\$40.18	\$1,603.31	\$42.19	
Level 3	\$1,486.80	\$39.13	\$1,561.14	\$41.08	\$1,639.20	\$43.14	
Administration Officer Grade 6							
Level 1	\$1,504.65	\$39.60	\$1,579.88	\$41.58	\$1,658.88	\$43.65	
Level 2	\$1,535.10	\$40.40	\$1,611.86	\$42.42	\$1,692.45	\$44.54	
Level 3	\$1,568.70	\$41.28	\$1,647.14	\$43.35	\$1,729.49	\$45.51	
Level 4	\$1,632.75	\$42.97	\$1,714.39	\$45.12	\$1,800.11	\$47.37	
Level 5	\$1,684.20	\$44.32	\$1,768.41	\$46.54	\$1,856.83	\$48.86	
Administration Officer Grade 7							
Level 1	\$1,726.20	\$45.43	\$1,812.51	\$47.70	\$1,903.14	\$50.08	
Level 2	\$1,775.55	\$46.73	\$1,864.33	\$49.06	\$1,957.54	\$51.51	
Administration Officer Grade 8							
Level 1	\$1,794.45	\$47.22	\$1,884.17	\$49.58	\$1,978.38	\$52.06	
Level 2	\$1,842.75	\$48.49	\$1,934.89	\$50.92	\$2,031.63	\$53.46	
Level 3	\$1,907.85	\$50.21	\$2,003.24	\$52.72	\$2,103.40	\$55.35	
Level 4	\$1,955.10	\$51.45	\$2,052.86	\$54.02	\$2,155.50	\$56.72	
ANCILLARY WORKER							
Driver							
Grade 1	\$1,048.95	\$27.60	\$1,101.40	\$28.98	\$1,156.47	\$30.43	
Grade 2	\$1,080.45	\$28.43	\$1,134.47	\$29.85	\$1,191.20	\$31.35	

NOTE: The positions of “Cleaner” and “Caretaker” are not required at PLAHS for the life of this Agreement.

S1.3 HOME CARE

CLASSIFICATIONS	FFPP on or after			FFPP on or after			FFPP on or after		
	1-Jul-22			1-Jul-23			1-Jul-24		
	Weekly	Hourly	Casual	Weekly	Hourly	Casual	Weekly	Hourly	Casual
	5.00%			5.00%			5.00%		
Home Care Level 1									
PP 1	\$908.25	\$23.90	\$29.88	\$953.66	\$25.10	\$31.37	\$1,001.35	\$26.35	\$32.94
Home Care Level 2									
PP 1	\$962.85	\$25.34	\$31.67	\$1,010.99	\$26.61	\$33.26	\$1,061.54	\$27.94	\$34.92
PP 2	\$969.15	\$25.50	\$31.88	\$1,017.61	\$26.78	\$33.47	\$1,068.49	\$28.12	\$35.15
Home Care Level 3 (Cert III)									
PP 1	\$982.80	\$25.86	\$32.33	\$1,031.94	\$27.16	\$33.95	\$1,083.54	\$28.51	\$35.64
PP 2	\$1,012.20	\$26.64	\$33.30	\$1,062.81	\$27.97	\$34.96	\$1,115.95	\$29.37	\$36.71
Home Care Level 4									
PP 1	\$1,072.05	\$28.21	\$35.26	\$1,125.65	\$29.62	\$37.03	\$1,181.94	\$31.10	\$38.88
PP 2	\$1,093.05	\$28.76	\$35.96	\$1,147.70	\$30.20	\$37.75	\$1,205.09	\$31.71	\$39.64

SCHEDULE 2

CLASSIFICATION DEFINITIONS

S2.1 ABORIGINAL AND/OR TORRES STRAIT ISLANDER HEALTH WORKERS & PRACTITIONERS

S2.1.1 ABORIGINAL AND/OR TORRES STRAIT ISLANDER HEALTH WORKER TRAINEE (ENTRY) (HEALTH WORKER TRAINEE) - GRADE 1 MEANS:

- (a) An employee in their first year of service who will generally have no direct experience in the provision of Aboriginal and/or Torres Strait Islander health services.
- (b) They will provide primary health services education and liaison duties under the direct supervision of more senior employees.
- (c) The employer will actively assist the employee to pursue entry into an approved course of study to gain a Certificate II in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent within 18 months.

S2.1.2 ABORIGINAL AND/OR TORRES STRAIT ISLANDER HEALTH WORKER TRAINEE (HEALTH WORKER TRAINEE) - GRADE 2 MEANS:

- (a) An employee in their second year of service or an employee whom has obtained and/or possess a Certificate II in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent.
- (b) They will provide primary health services education and liaison duties under the direct supervision of more senior employees.

Indicative tasks performed by a Health Worker Trainee

- (a) Health Worker Trainees will perform a range of duties and services provided by professional, technical, clinical and administrative work categories.
- (b) A Health Work Trainee will:
 - work under direct supervision, either individually or in a team or group, using routine procedures and established techniques or methods;
 - perform a range of routine tasks and operate office and other equipment requiring the use of basic skills, training or experience;
 - exercise minimal judgement in deciding how tasks are performed and completed while being responsible for the quality standard of completed work; and
 - undertake orientation and training programs as available.

Range of activities undertaken:

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

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

S2.1.3 ABORIGINAL AND/OR TORRES STRAIT ISLANDER HEALTH WORKER (GENERALIST HEALTH WORKER) - GRADE 3 MEANS:

- (a) a person who has completed Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent; or
- (b) a person with other qualifications or experience deemed equivalent through a Registered Training Organisation.

A Generalist Health Worker who:

- (i) holds a Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent; or
- (ii) has a Medicare provider number (not a prerequisite)

will be classified as no less than a Grade 3 Level 2 Aboriginal Health Worker/Aboriginal Community Health Worker.

Scope of the role

- (a) A Generalist Health Worker works within delegated model of care, and will perform a range of duties in the delivery of primary health care services and community care. They will perform duties of a specific nature, or a range of duties designed to assist in the provision of health services in the professional, technical, clinical and administration work categories.
- (b) A Generalist Health Worker will be able to:
 - (i) provide a range of health functions of a clinical, preventative, rehabilitative or promotional nature under the general direction of more senior employees;
 - (ii) work under supervision and direction, either individually or in a team or group using routine primary health care practices and procedures and established techniques or methods. Such tasks may include some of all of the following:
 - assisting in the provision of comprehensive primary health care and education of clients, in conjunction with other members of the health care team;
 - under instruction, assisting in the provision of standard medical treatments in accordance with established medical protocols;
 - collecting and recording data from clients which will assist in the diagnosis and management of common medical problems and medical emergencies;
 - in line with policies and programs established by the health team, participate in educating and informing the community about preventative health measures; and
 - undertaking orientation and training programs as available,
 - (iii) perform a range of additional tasks at a standard in accordance with the level of qualification held, to operate office and other equipment, which requires specific levels of skill, training and experience that are not subject to licensing and registration of other professions. Such services may include:
 - first aid;
 - health education and promotion;
 - client support;
 - identification of health needs;
 - referral to other health professionals and other services;

- advice and information;
 - other activities as required to meet identified health needs; and
 - advocacy,
- (iv) exercise judgement in deciding how tasks are performed and completed to ensure the quality standard of completed work; and
- (v) demonstrate good communication and interpersonal skills in client liaison advocacy and teamwork.

Required skills and knowledge

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

S2.1.4 ABORIGINAL AND/OR TORRES STRAIT ISLANDER HEALTH PRACTITIONER, ADVANCED HEALTH WORKER – PRACTICE & ADVANCED HEALTH WORKER – CARE – GRADE 4

The following three roles are classified at Grade 4:

- (a) Aboriginal and/or Torres Strait Islander Health Worker Advanced (Advanced Health Worker - Practice)
- An Advanced Health Worker - Practice is a person who holds either a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care Practice or equivalent. The employee independently undertakes a full range of duties, including dealing with the most complex matters. An Advanced Health Worker - Practice performs their duties with little supervision and may work as a sole practitioner remote from the health service.
- (b) Aboriginal and/or Torres Strait Islander Health Practitioner (Health Practitioner)
- A Health Practitioner who holds a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care Practice and holds current registration with the Australian Health Practitioner Regulation Agency (AHPRA) –Aboriginal and Torres Strait Islander Health Practice Board.
- (NOTE: An Aboriginal and/or Torres Strait Islander Health Practitioner (protected title) are required by National legislation to maintain registration as a condition of their employment and hold a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care Practice and must be classified as no less than a Grade 4 Level 2).
- (c) An Advanced Health Worker – Care is a person who independently undertakes a full range of duties, including dealing with complex matters. An Advanced Health Worker - Care holds either a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care, or equivalent.

Scope of the role: Advanced Health Worker - Practice and Health Practitioners

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

- (a) where the employee specialises in practice, perform a variety of tasks that require a sound knowledge of standards, practices and procedures, and apply primary health care skills obtained through significant training and experience and/or formal vocational development;
- (b) perform a range of tasks of a complex nature, and operate equipment that require specific levels of skills, training and experience at an advanced level;

- (c) exercise judgement in deciding how tasks are performed and the quality standard of the work;
- (d) manage allocated tasks and work with others to meet deadlines;
- (e) exercise good communication and interpersonal skills where client liaison advocacy and supervisory responsibilities apply; and
- (f) have Aboriginal and/or Torres Strait Islander knowledge and cultural skills-level 3.

Required skills and knowledge: Advanced Health Worker - Practice and Health Practitioners

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

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

Range of activities: Advanced Health Worker - Practice and Health Practitioners

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

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

- environmental health;
 - sexual health; and
 - mental health,
- (e) undertake some community care duties that may include but are not limited to:
- interpreting services;
 - first point of contact counselling and referral;
 - developing and implementing community development programs;
 - health promotion programs; and
 - health education program.

Scope of the role - An Advanced Health Worker – Care

- (a) In addition to the above, an Advanced Health Worker - Care is expected to work at an advanced level with minimal supervision.
- (b) The employee will:
- (i) perform a range of tasks of a complex nature requiring training and experience at an advanced level;
 - (ii) exercise judgement in deciding how tasks are performed and the quality standard of the work;
 - (iii) manage allocated tasks and work with others to meet deadlines; and
 - (iv) exercise good communication and interpersonal skills where client liaison advocacy and supervisory responsibilities apply.

Required skills and knowledge - An Advanced Health Worker – Care

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

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

Range of Activities - An Advanced Health Worker – Care

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

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

S2.1.5 SENIOR HEALTH WORKER, SENIOR HEALTH PRACTITIONER, COORDINATOR CARE – GRADE 5

The following roles are classified at Grade 5:

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

Scope of the role: Senior Health Workers

The employee will:

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

Required skills and knowledge: Senior Health Workers

- (a) Senior Health Workers possess a well-developed knowledge and skills base and a capacity for self-directed application of primary health care service delivery. This will include:
 - (i) knowledge of social determinants of health affecting Aboriginal and/or Torres Strait Islander peoples;
 - (ii) ability to deliver primary health care programs in response to health needs of individuals, groups and communities;
 - (iii) clinical skills appropriate for the delivery of health assessments, community screening and primary health care intervention;
 - (iv) demonstrated ability to apply knowledge and skills obtained from Certificate IV in Aboriginal and/or Torres Strait Islander Primary HealthCare;
 - (v) interpersonal communication skills including client and community liaison, negotiation and networking;

- (vi) ability to manage own work with limited supervision through the use of planning and time management showing initiative and a positive attitude;
- (vii) ability to advocate for Aboriginal and/or Torres Strait Islander health issues, network and demonstrate skills in verbal and written communication; and
- (viii) have Aboriginal and/or Torres Strait Islander knowledge and cultural skills-level 3.

Range of activities: Senior Health Workers

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

Scope of the role: Senior Health Practitioner

A Senior Health Practitioner works at a senior level and is responsible for the implementation, coordination management and evaluation of health programs and service delivery in one or more specialised programs or sub-programs.

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

Required skills and knowledge: Senior Health Practitioner

- (a) A Senior Health Practitioner will have:
 - (i) demonstrated knowledge of Aboriginal and/or Torres Strait Islander cultures and their health needs, and the ability to develop strategies to address key outcome areas;
 - (ii) knowledge and understanding of the policies, guidelines and practice relevant to a specialised program area targeting Aboriginal and/or Torres Strait Islander peoples;
 - (iii) skills to incorporate evidence-based practice in health care at the program level, and facilitate delivery of specialised programs to the community;
 - (iv) ability to advocate for the rights and needs of community members and liaise with external stakeholders, including NGOs and other government organisation;

- (v) ability to work autonomously and apply a high level of theoretical and applied knowledge in relation to program management;
- (vi) high level communication and problem solving skills, with the ability to engage and negotiate with communities about program implementation and uptake;
- (vii) ability to work in a cross cultural, multidisciplinary environment delivering specific program care;
- (viii) ability to facilitate workshops and transfer knowledge of best practice in a specialist field to primary health care workers;
- (ix) demonstrated ability to develop and maintain current knowledge in their program area; and
- (x) Aboriginal and/or Torres Strait Islander knowledge and cultural skills – level 3.

Range of Activities: Senior Health Practitioner

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

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

Scope of the role: Health Worker Coordinator

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

Required skills and knowledge: Health Worker Coordinator

A Health Worker Coordinator will have:

- (a) demonstrated knowledge of Aboriginal and/or Torres Strait Islander culture and their health needs, and the ability to develop strategies to address key outcome areas;
- (b) knowledge and understanding of the policies, guidelines and practice relevant to a specialised program area targeting Aboriginal and Torres Strait Islander peoples;
- (c) skills to incorporate evidence-based practice in health care at the program level, and facilitate delivery of specialised programs to the community;

- (d) ability to advocate for the rights and needs of community members and liaise with external stakeholders, including NGOs and other government organisations;
- (e) ability to work autonomously and apply a high level of theoretical and applied knowledge in relation to program management;
- (f) high level communication and problem solving skills, with the ability to engage and negotiate with communities about program implementation and uptake;
- (g) ability to work in a cross cultural, multidisciplinary environment delivering specific program care;
- (h) ability to facilitate workshops and transfer knowledge of best practice in a specialist field to primary health care workers;
- (i) demonstrated ability to develop and maintain current knowledge in their program area; and
- (j) have Aboriginal and/or Torres Strait Islander knowledge and cultural skills-level 3.

Range of activities: Health Worker Coordinator

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

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

S2.2 ADMINISTRATIVE

S2.2.1 GRADE 1

- (a) This is the base of the administrative classification structure. There are no prescribed educational qualifications required.
- (b) Positions at this level work under close direction and initially require the application of basic skills and routines such as providing receptionist services, straight-forward operation of keyboard equipment, filing, photocopying, collating, collecting and distributing, carrying out routine checks by simple comparisons, simple coding, maintaining basic records, mail procedures, obtaining or providing information about straight-forward matters and routine user maintenance of office equipment.
- (c) The work may involve a combination of the activities outlined above including keyboard, clerical and other duties. Keyboard tasks usually involve the straight-forward operation of keyboard equipment but may include the keying of data containing specialised or unusual technical terms or complicated tables or diagrams which demand considerable judgment about layout, and the manipulation and interpretation of data before and during entry.

- (d) Initially work is performed under close direction using established routines, methods and procedures and there is little scope for deviating from these. Tasks should be mixed to provide a range of work experience; some may be of a routine operational nature. Problems can usually be solved by reference to straight-forward methods, procedures and instructions. Assistance is available if required when problems arise.
- (e) Staff undertaking work at this grade would normally become competent in individual tasks after a limited period of training or experience.
- (f) The work performed may be routine in nature but some knowledge and application of specific procedures, instructions, regulations or other requirements relating to general administration (e.g. personnel or finance operations) and to specific departmental programs or activities may be required.
- (g) Staff at this grade may assist senior members of staff in the task being undertaken by them. Work may include drafting basic material for inclusion in reports and submissions, including form or routine letters and checking applications for benefits or grants.

S2.2.2 GRADE 2

- (a) This level encompasses a range of work which requires routine experience or the application of skills derived from work of a similar nature and a general knowledge of the work to be performed. This is the first level which may include a supervisory role. Staff may be required to follow and interpret rules, regulations, guidelines, instructions and procedures, and be capable of undertaking a range of duties requiring judgment, liaison and communication within the health service, with clients of the health service and with other interested parties.
- (b) Positions at this grade usually work under general direction and the work is subject to regular checks. Detailed instructions are not necessary and there is scope for staff to exercise initiative in applying established work practices and procedures.
- (c) The solution of problems may require the exercise of limited judgment, though guidance would be available in guidelines, procedures, regulations and instructions. The understanding of the information should allow decisions or policies relating to specific circumstances to be explained. Liaison within the health service, with clients of the health service, or with other interested parties may be necessary.
- (d) This is the first grade of which formal delegations may be found within the operations of the work area (e.g. approval of annual, personal and carer's leave and examination of accounts).
- (e) Secretarial/administrative support positions may be included in this grade where this is warranted, having regard to:
 - (i) the range of knowledge and skills required;
 - (ii) the degree of independence and responsibility assumed in undertaking tasks; and
 - (iii) the degree of direction given by the supervisor.
- (f) Positions where there is a frequently recurring need to take and transcribe verbatim the proceedings of conferences or deputations are included in this grade.

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

S2.2.3 GRADE 3

- (a) Positions at this grade usually work under general direction and require relevant experience combined with a broad knowledge of the functions and activities of the health service and a sound knowledge of the major activity performed within the work area. Positions with supervisory responsibilities may undertake some complex operation work and may assist with, or review, work undertaken by subordinates or team members.
- (b) Positions with supervisory responsibilities may include a degree of planning and coordination and tasks such as monitoring staff attendance and workflow.

- (c) Problems faced may be complex yet broadly similar to past problems. Solutions generally can be found in rules, regulations, guidelines, procedures and instructions though these may require some interpretation and application of judgment. There is scope for the exercise of initiative in application of established work practices and procedures.
- (d) Positions at this grade may exercise delegations. Decisions made may have an impact on the relevant health service (e.g. on financial resources) but are normally of a limited procedural or administrative importance.

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

S2.2.4 GRADE 4

- (a) Positions at this grade usually work under general direction within clear guidelines and established work practices and priorities, in functions which require the application of knowledge, skills and techniques appropriate to the work area. Work at this grade requires a sound knowledge of program, activity, policy or service aspects of the work performed within a functional element, or a number of work areas. The Grade 4 position is the first grade where technical or professional qualifications may be required or desirable.
- (b) Work is usually performed under general direction and may cover a range of tasks associated with program activity or administrative support to senior officers. Tasks may include providing administrative support to staff within technical or professional structures. This may include the collection and analysis of data and information and the preparation of reports, publications, papers and submissions including findings and recommendations.
- (c) Positions at this level may have supervisory responsibilities over staff operating a wide range of equipment or undertaking a variety of tasks in the area of responsibility.

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

S2.2.5 GRADE 5

- (a) Positions at this level work under general direction in relation to established priorities, task methodology and work practices to achieve results in line with the corporate goals of the health service.
- (b) Positions at this grade may, under general direction of work priorities, undertake the preparation of preliminary papers, draft complex correspondence for senior officers, undertake tasks of a specialist or detailed nature, assist in the preparation of procedural guidelines, provide information or interpretation to other interested parties, exercise specific process responsibilities and oversee and co-ordinate the work of subordinate staff.
- (c) Work may involve specialist subject matter of a professional or technical project, procedural or processing nature, or a combination of these functions.

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

S2.2.6 GRADE 6

- (a) Positions at this grade may manage the operations of an organisational element usually under limited direction. Positions at this grade undertake various functions, under a wide range of conditions to achieve a result in line with the goals of the health service. Immediate subordinate positions may include staff in a technical or professional structure, in which case supervision may involve the exercising of technical or professional skills or judgment.
- (b) Positions at this grade are found in a variety of operating environments and structural arrangements. The primary areas may be:
 - (i) Managing the operations of a discrete organisational element usually under limited direction;
 - (ii) Under limited direction in relation to priorities and work practices provide administrative support to a particular program or activity; or

- (iii) Providing subject matter, expertise or policy advice, to senior employees, the Chief Executive Officer, or the Board of Management including technical or professional advice, across a range of programs or activities undertaken by the health service.
- (c) Positions at this grade would be expected to set and achieve priorities, monitor workflow and/or manage staffing resources to meet objectives.

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

S2.2.7 GRADE 7

- (a) Positions at this grade, under limited direction, usually manage the operations of an organisational element, or undertake a management function, or provide administrative, technical, or professional support to a particular program or activity, across a range of administrative or operational tasks to achieve a result in line with the goals of the health service.
- (b) Positions at this grade may undertake a management function involved in the administration of a program or activity within an organisation. This includes the provision of advice or undertaking tasks related to the management or administration of a program or activity, service delivery or corporate support function, including project work, policy, technical, professional or program issues or administrative matters. Liaison with other elements of the organisation, government agencies, state and local authorities and community organisations can be a feature.
- (c) Positions at this grade may represent the health service at meetings, conferences and seminars. In some circumstances the supervisor or subordinates may be, or include staff in technical or professional structures, in which case supervision is for administrative purposes only. In all other circumstances, supervision may involve the exercise of technical or professional skill or judgment.

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

S2.2.8 GRADE 8

Positions at this grade will report to the Chief Executive Officer, a member of the Senior Management Team or their representative.

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

S2.3 ANCILLARY means a person who performs tasks customarily performed by kitchen hands, cooks, laundry attendants; handymen - non-tradespersons. It is desirable that all ancillary staff have Aboriginal knowledge and cultural skills—level 1.

S2.4 DRIVERS

S2.4.1 DRIVER—GRADE 1 means a person whose primary duties include undertaking a range of driving activities on behalf of the employer in a vehicle that has the capacity to carry between one and 15 passengers. It is desirable that all ancillary staff have Aboriginal knowledge and cultural skills—level 1.

S2.4.2 DRIVER—GRADE 2 means a person whose primary duties include undertaking a range of driving activities on behalf of the employer in a vehicle that has the capacity to carry 16 or a greater number of passengers. It is desirable that all ancillary staff have Aboriginal knowledge and cultural skills—level 1.

CARETAKER & CLEANER positions are not required at PLAHS for the life of this Agreement.

S2.5 DEFINITIONS

In this Schedule – “**ABORIGINAL KNOWLEDGE AND CULTURAL SKILLS**”:

S2.5.1 Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1 means:

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

S2.5.2 Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 2 means Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1 plus a thorough knowledge of the history and role of Aboriginal and/or Torres Strait Islander organisations in the region, including an understanding of the organisations and their goals and knowledge of the political and economic environment in which the organisations operate.

S2.5.3 Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 3 means Aboriginal and/or Torres Strait Islander knowledge and cultural skills levels 1 and 2, plus an understanding, awareness and/or sensitivity to local, national and international cultural values and a clear understanding of Aboriginal and/or Torres Strait Islander organisations, their establishment and goals, and the political and economic environment in which the organisations operate at a local, national and international level.

S2.5 REGISTERED NURSES

S2.5.1 REGISTERED NURSE/MIDWIFE LEVEL 2 (RN-2)

Means an RN/RM who:

- (i) Holds any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis.
- (ii) Appointed at this level (to be known as a Clinical nurse/midwife to perform duties delegated by a RN - 3 or higher level classification, and clinical nursing/midwifery duties which will substantially include, but are not confined to:
 - (ii)(1) Delivering direct and comprehensive nursing/midwifery care and individual case management to a specific group of patients or clients in a particular area of nursing/midwifery practice within the practice setting;
 - (ii)(3) Being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant/RN3;
 - (ii)(4) Acting as a role model in the provision of holistic care to patients or clients in the practice setting;

- (ii)(5) Assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting; and
- (ii)(6) Subject to clause 6.8 – Higher Duties, relieving RN-3's as required.

S2.5.2 REGISTERED NURSE/MIDWIFE LEVEL 3 (RN-3)

Means an RN/RM who:

- (i) Holds any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis;
- (ii) Appointed at this level (to be known as a Clinical nurse/midwife consultant, Nurse/Midwife Manager or a Nurse/Midwife educator), according to practice setting and patient or client group, is required in addition to the duties of an RN-2:
 - (ii)(1) the case of an employee appointed as an RN-3, subject to 5.3.3 - higher duties, to relieve an RN-4 as required.
 - (ii)(2) In the case of a **Clinical nurse/midwife consultant** to perform duties which will substantially include but are not confined to:
 - providing leadership and role modeling, in collaboration with others including the Nurse/Midwife manager and the Nurse/Midwife educator, particularly in the areas of action research and quality assurance programs; staff and patient/client education; staff selection, management, development and appraisal; participating in policy development and implementation; and acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing/midwifery care;
 - delivering direct and comprehensive nursing/midwifery care to a specific group of patients or clients with complex nursing/midwifery care needs, in a particular area of nursing/midwifery practice within a practice setting;
 - coordinating, and ensuring the maintenance of standards of the nursing/midwifery care of a specific group or population of patients or clients within a practice setting; and
 - Coordinating or managing nursing/midwifery or multi-disciplinary service teams providing acute nursing/midwifery and community services.
 - (ii)(3) In the case of a **Nurse/Midwife Manager**, to perform duties which will substantially include, but are not confined to:
 - providing leadership and role modeling, in collaboration with others including the Clinical nurse/midwife consultant and the Nurse/Midwife educator, particularly in the areas of action research and quality assurance programs, staff selection and education, allocation and rostering of staff, occupational health, and initiation and evaluation of research related to staff and resource management; participating in policy development and implementation; and acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
 - being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
 - managing financial matters, budget preparation and cost control in respect of nursing/midwifery within that span of control.
 - (ii)(4) In the case of Nurse/Midwife Educator, to perform duties which will substantially include, but are not confined to:

- providing leadership and role modeling, in collaboration with others including the Clinical nurse/midwife consultant and the Nurse/Midwife manager, particularly in the areas of action research, implementation and evaluation of staff education and development programs, staff selection, and implementation and evaluation of patient or client education programs; participating in policy development and implementation; and acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing/midwifery care; and
- being accountable for the assessment, planning, implementation and evaluation of nursing/midwifery education and staff development programs for a specified population.

S2.5.3 REGISTERED NURSE/MIDWIFE/NURSE PRACTITIONER LEVEL 4 (RN-4)

Employees classified at this level provide clinical nursing/midwifery expertise for specified individual patients/clients and/or groups and/or patient/client populations.

Level 4 clinicians may practice beyond the usual extent of nursing/midwifery scope of practice and are autonomous clinical decision makers, working independently and collaboratively in the health care system. Work at this level is undertaken by employees with at least 3 years post registration experience.

Employees in this role accept accountability for their nursing/midwifery practice, professional advice given, delegations of care made and for addressing inconsistencies between practice and policy.

Various practice models may be used to enact this role, including but not limited to:

- Primarily providing direct expert nursing/midwifery care for individuals and/or groups of patients/clients;
- Providing clinical leadership to nurses/midwives within the span of appointment;
- Manage allocated portfolios/projects/programs and contribute to the development, implementation and evaluation of relevant organisational policies.

Employees in this role will:

- Integrate contemporary information and evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Apply and share expert clinical knowledge to improve patient/client care;
- Maintain productive working relationships and manage conflict resolution;
- Contribute clinical expertise to learning environments, which may include individual/team capability development and/or post registration clinical teaching;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate 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.

In addition to the foregoing, the employee in this role exhibits a substantial proportion of the following characteristics according to the model in which they practice.

In a patient/client management role and in accordance with the context, patient need, and any required authorisation, may be required to:

- Comprehensively assess health status including history and physical examination;
- Initiate and interpret diagnostic pathology and/or radiology;
- Initiate interventional therapies, medications and use of health appliances or equipment;
- Clinically manage patients/clients either directly or by delegation;
- Communicate patient/client management plans to all relevant members of the health care team, including general practitioners and/or other agencies;

- Admit and discharge from inpatient and/or clinic settings;
- Practice extensions of the nursing/midwifery role in accordance with local clinical and/or admitting privileges, agreements, practice guidelines and/or protocols and State and Federal legislation and regulatory requirements;
- The role may be sessional in combination with clinical practice responsibilities.

In a clinical leadership role and in accordance with the context and patient/client need, may be required to:

- Lead nursing/midwifery clinical practice within the professional practice framework established by the Director of Nursing/Midwifery;
- Contribute expert nursing/midwifery assessment and advice to local clinical teams to achieve integrated nursing/midwifery care within a risk management framework;
- Contribute to the development and sustainability of nursing/midwifery skills for the needs of the specific population group using systems of resource and standards promulgation;
- Contribute to redesign of care and treatment practices;
- Contribute to clinical supervision and/or practice development;
- Conduct and/or guide clinical research;
- Act as a consultant to the state or national health system in area of expertise;
- Present at conferences and undertake post graduate teaching and assessment and/or publish in refereed professional journals.

Reclassification Indicators (criteria):

3 years post registration experience;

Holds or is working towards a post graduate qualification relevant to their clinical practice and demonstrates the following:

- Demonstrates clinical practice at an expert level by undertaking the majority of the following characteristics (where they are relevant to the practice setting and role):
 - Comprehensively assess health status including history and physical examination;
 - Initiate and interpret diagnostic pathology and/or radiology where that is enabled and authorised;
 - Initiate interventional therapies, medications and use of health appliances or equipment within any limits created by application of the law or policies and procedures;
 - Clinically manage clients either directly or by delegation;
 - Communicate patient management plans to all relevant members of the health care team, including general practitioners;
 - Admit and discharge from inpatient and/or clinic settings where that is enabled through locally applicable policies and procedures;
 - Practice extensions of the nursing/midwifery role in accordance with local clinical and/or admitting privileges, agreements, practice guidelines and/or protocols and State and Federal legislation and regulatory requirements.
- Leading and providing expert clinical care/advice demonstrating assessment, decision making, and therapeutic intervention,
- Leading the analysis, measurement and evaluation of clinical practice;
- Leading the development of evidence based practice through measures such as clinical protocols and standards; and

Leading the development of education resources for health professionals and client groups.

Nurse Practitioner

- (a) A Nurse practitioner:
- (i) is a registered nurse/midwife appointed to the role;
 - (ii) has obtained an additional qualification relevant to the Nursing and Midwifery Board of Australia or its successor to enable them to become licensed Nurse practitioners.
- (b) A Nurse practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

Role of a licensed Nurse practitioner

- (a) The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse/midwife in extended practice across stable, unpredictable and complex situations.
- (b) The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

Scope of practice

- (a) The scope of practice of the Nurse practitioner is determined by the context in which:
- (i) the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and
 - (ii) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.
- (b) The Nurse practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.
- (c) Nurse practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

RN/RM positions below Classification Level 2 or above Classification Level 4 are not required at PLAHS, for the life of this Agreement.

S2.6 HOME CARE EMPLOYEES

S2.6.1 HOME CARE EMPLOYEE LEVEL 1

A position in this level has the following characteristics:

(a) A person appointed to this position will have less than 12 months' experience in the industry.

(b) **Accountability and extent of authority**

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

(c) **Judgment and decision-making**

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

(d) **Specialist knowledge and skills**

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs,

preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

(e) **Interpersonal skills**

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

(f) **Qualifications and experience**

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

S2.6.2 HOME CARE EMPLOYEE LEVEL 2

A position in this level has the following characteristics:

(a) **Accountability and extent of authority**

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

(b) **Judgment and decision-making**

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

(c) **Specialist knowledge and skills**

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

(d) **Interpersonal skills**

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

(e) **Qualifications and experience**

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

S2.6.3 HOME CARE EMPLOYEE LEVEL 3

A position in this level has the following characteristics:

(a) **Accountability and extent of authority**

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

(b) **Judgment and decision-making**

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

(c) **Specialist knowledge and skills**

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

(d) **Interpersonal skills**

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

(e) **Qualifications and experience**

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

S2.6.4 HOME CARE EMPLOYEE LEVEL 4

A position in this level has the following characteristics:

(a) **Accountability and extent of authority**

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

(b) **Judgment and decision-making**

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

(c) **Specialist knowledge and skills**

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

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

(d) **Interpersonal skills**

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

(e) **Qualifications and experience**

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

Home Care positions above the Classification of Level 4 are not applicable at PLAHS, for the life of this Agreement.

SCHEDULE 3**ALLOWANCES**

Clause no.	Description	Amount from FFPP after 1/7/2022	Amount from FFPP after 1/7/2023	Amount from FFPP after 1/7/2024	Application
<i>Award based allowances – to be increased annually:</i>					
5.3.1(a)(i)	Meal allowance	\$14.70	\$15.43	\$16.20	After 1 Hour
5.3.1(a)(ii)	Meal allowance	\$13.25	\$13.91	\$14.61	After 4 Hours
5.3.2(a)	Vehicle allowance	\$0.92	\$0.97	\$1.02	Per Kilometre
5.3.3(c)	Laundry allowance (whichever is the less)	\$0.35 \$1.77	\$0.37 \$1.86	\$0.39 \$1.95	Per Shift OR Per Week
5.3.4(b)(i)	Bilingual qualification allowance – Level 1	\$2,195.22	\$2,304.98	\$2,420.23	Per annum
5.3.4(b)(ii)	Bilingual qualification allowance – Level 2	\$4,393.81	\$4,613.50	\$4,844.17	Per annum
5.3.5(a)(i)	On-call allowance Monday- Friday	\$24.44	\$25.66	\$26.94	Per 24-hour period
5.3.5(a)(ii)	On-call allowance Saturday	\$36.79	\$38.63	\$40.56	Per 24-hour period
5.3.5(a)(iii)	On-call allowance Sunday & Public Holidays	\$41.92	\$45.06	\$47.32	Per 24-hour period
5.3.6	Medication Administration	\$2.62	\$2.75	\$2.89	Per week
<i>Non-Award allowances – to remain fixed</i>					
5.3.3 (b)	Daily Meal Allowance, depending on departure or arrival time	\$119.80	Unchanged	Unchanged	Maximum in Capital City
	Daily Meal Allowance, depending on departure or arrival time	\$110.15	Unchanged	Unchanged	Maximum in Regional Town/Area
	Accommodation, depending on City or Region	\$293.00	Unchanged	Unchanged	Maximum per night
5.4	Payment for Additional Qualifications	Refer Cl 5.4.1 and 5.4.2	Unchanged	Unchanged	% of specified rates
	** See Conditions on next page				



**** CONDITIONS OF ELIGIBILITY**
FOR ADDITIONAL QUALIFICATION ALLOWANCE

Conditions



- (i) The additional qualification must be in addition to the basic qualification/s required for an employee's position and must be directly relevant * (as determined by the employer) to the employee's current practice, position or role. A qualification allowance cannot be claimed in respect of an employee's base qualification leading to registration or enrolment;
- (ii) Only one allowance is payable. Where more than one additional, directly relevant* qualification (as determined by the employer) is held by an employee, only one allowance applicable will be paid;
- (iii) The allowance is available on a pro rata basis for part time employees;
- (iv) The allowance is payable on a weekly basis;
- (v) The allowance is payable during paid leave.
- (vi) An employee claiming entitlement to a qualification allowance must provide the employer with written evidence of having satisfactorily completed the requirements for the qualification for which the entitlement is claimed.

* For the purpose of this Clause, "directly relevant" will mean that the additional qualification is applicable to an employee's current area of practice. In considering whether the qualification is relevant, the nature of the qualification together with the current area of practice, the classification and the position description of the qualification holder are the main criteria.



SIGNATORIES**SIGNED ON BEHALF OF THE EMPLOYER**

Signature:	
Date:	11/05/2023
Name in Full:	Carolyn Joy Miller
Position:	Chief Executive Officer
Address:	19A Oxford Tce PORT LINCOLN SA 5606
Witness Signature:	
Name in Full:	Suzanne Mills

SIGNED ON BEHALF OF UNION – ANMF Representative

Signature:	
Date:	19 May 2023
Name in Full:	Elizabeth Debars
Position:	Branch Secretary
Address:	191 Torrens Road, Ridleyton SA 2008
Witness Signature:	
Name in Full:	Elisa Cirillo

SIGNED ON BEHALF OF UNION – HSUSA Representative

Signature:	
Date:	16/05/2023
Name in Full:	William (Billy) Elrick
Position:	Branch Secretary
Address:	Ground Floor, 170 Greenhill Road PARKSIDE SA 5063
Witness Signature:	
Name in Full:	William (Wilbur) Jordan

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/1501

Applicant: PORT LINCOLN ABORIGINAL HEALTH SERVICE (PLAHS)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, CAROLYN MILLER, Chief Executive Officer, have the authority given to me by PLAHS to give the following undertaking with respect to the *Port Lincoln Aboriginal Health Service Employees' Enterprise Agreement 2022* ("the Agreement"):

- a. In the event that a client cancellation occurs with regard to home care services, the provisions provided under Clause 25.5(f) of the SCHADS Award will be applied and clause 6.11.4 of the Agreement shall have no effect during the life of the Agreement.

This undertaking is provided on the basis of the issue raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

8 June 2023