

FAIR WORK ACT 2009

ANYINGINYI HEALTH

ABORIGINAL CORPORATION

Enterprise Agreement

1. AGREEMENT TITLE

This agreement will be known as the Anyinginyi Health Aboriginal Corporation Enterprise Agreement 2013 – 2016.

2. ARRANGEMENT

This agreement is arranged as follows:

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3. PERIOD OF OPERATION

- 3.1** This agreement shall operate from seven days after approval by the Fair Work Commission and expire on December 31, 2016.
- 3.2** Negotiations to review this Agreement will commence not less than three months prior to the end of this Agreement.

4. SCOPE

- 4.1** This agreement covers all employees of AHAC except the General Manager.
- 4.2** Employees classified as section managers including temporary appointments are excluded from the benefit of overtime, shift work and premium rates.

5. DEFINITIONS AND INTERPRETATION

The **employer** is Anyinginyi Health Aboriginal Corporation and may be referred to as AHAC
Act means the *Fair Work Act 2009* (Cth)

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

AS means the Australian Super

Employee means a person employed by AHAC:

Fair Work Commission can also be referred to as FWC

General Manager means the General Manager of Anyinginyi Health Aboriginal Corporation or a person authorised by delegation to act on the General Manager's behalf.

Indigenous refers to a person who is of Aboriginal or Torres Strait Islander descent.

Dependent refers to a person described by Australian Taxation Office.

Travel Time is the time spent travelling to and from the normal work place on approved duties

Union refers to United Voice and the Australian Nursing Federation NT Branch (ANF).

6. THE NATIONAL EMPLOYMENT STANDARDS (NES) AND THIS AGREEMENT AND ACCESS TO THEM

The NES and this agreement contain the minimum conditions of employment for employees covered by this agreement. Both the NES and this agreement will be available to employees through either hard copy or electronic means.

7. AGREEMENT FLEXIBILITY

- 7.1** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- 7.1.1** the agreement deals with 1 or more of the following matters:
- (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- 7.1.2** the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph 7.1.1; and
- 7.1.3** the arrangement is genuinely agreed to by the employer and employee.
- 7.2** The employer must ensure that the terms of the individual flexibility arrangement:
- 7.2.1** are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- 7.2.2** are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- 7.2.3** result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.3** The employer must ensure that the individual flexibility arrangement:
- 7.3.1** is in writing; and
- 7.3.2** includes the name of the employer and employee; and
- 7.3.3** 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
- 7.3.4** 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
 - (iv) states the day on which the arrangement commences.
- 7.4** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5** The employer or employee may terminate the individual flexibility arrangement:
- 7.5.1** by giving no more than 28 days written notice to the other party to the arrangement; or
- 7.5.2** if the employer and employee agree in writing - at any time.

8. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

8.1 Employer to notify

(a) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

(b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.

(c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer is not required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. DISPUTE RESOLUTION

9.1 If a dispute relates to:

9.1.1 a matter arising under the agreement; or

9.1.2 the National Employment Standards;
this term sets out procedures to settle the dispute.

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

9.3 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.

9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission

9.5 Fair Work Commission may deal with the dispute in 2 stages:

9.5.1 Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

9.5.2 if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission 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.

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

9.6.1 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

9.6.2 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.

9.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

10. ANTI-DISCRIMINATION

10.1 It is the intention of the respondents to this Agreement to help prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin or country affiliation.

10.2 In fulfilling their obligations under the dispute settling clause, the respondents will make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

10.3 Nothing in this clause is to be taken to affect:

10.3.1 any different treatment (or treatment having different effects) which is specifically exempted under Federal or Northern Territory Government legislation: or

10.3.2 an employee, employer or registered organisation, pursuing matters of discrimination in territory or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission or the Northern Territory Anti-Discrimination Commission.

11. CONTRACT OF EMPLOYMENT

AHAC staff will be employed on the basis of:

11.1 Full-time

A full-time employee is an employee engaged by the week and works 38 hours per week or an average of 38 per week.

11.2 Part-time

11.2.1 A part-time employee works regular designated hours less than 38 hours per week according to a written agreement.

11.2.2 Temporary changes with a minimum of two working days notice may be made by agreement between AHAC and the employee. Where a part-time employee is not given a minimum of two working days notice of change, the employee will be paid at one and half the ordinary rate of pay for the one day preceding the change.

11.2.3 Where adequate notice is given and the employee is not working more than eight hours per day extra hours worked are paid at ordinary time rates with the exception of weekends and public holidays.

11.2.4 Part-time employees are employed for not less than eight hours per week.

11.2.5 A part-time employee is entitled to all conditions of employment applicable to full-time employees on a pro rata basis.

11.2.6 Nothing shall prevent AHAC requiring a part-time employee to work reasonable overtime. Overtime will be paid when more than eight hours per day are worked.

11.3 Casual

11.3.1 A casual employee is an employee who works for a limited period of time on a specific task or tasks and is paid only for hours worked.

11.3.2 Casual employees are paid at the relevant job level plus 25% in lieu of paid personal leave, annual leave, bereavement leave and public holidays. This loading is not paid against overtime.

11.3.4 Casual employees are employed for a minimum period of three hours per engagement.

11.3.5 District Allowance is paid on a pro rata basis.

11.4 Fixed Term/Task

11.4.1 Employees engaged on fixed term contracts are provided with a document stating the period of employment.

11.4.2 Fixed term contract employment is used for projects or identified short-term employment needs.

11.6 Transferring from Full-time to Part-time Employment

11.6.1 No employee who is currently employed on a full-time basis is required to convert to part-time employment or be transferred without his or her consent to part-time employment.

12. NON ATTENDANCE

12.1 An employee not attending for duty will not be paid for the time of non-attendance unless payment for the non-attendance is strictly in accordance with the provisions of this Agreement. Employees are required to notify their respective Section Manager of non-attendance by 10 am or when reasonably possible

12.2 Disciplinary action may be taken if there is repeated incidence of non-attendance and non-notification of non-attendance

13. TERMINATION OF EMPLOYMENT

13.1 Notice of Termination by AHAC

13.1.1 When an employee of a classification of manager and above is terminated by AHAC he/she will be given four weeks' notice.

13.1.2 When an employee of a classification other than manager and above is terminated AHAC will give the following notice:

Employee's period of continual service with the employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not less than 3 years	At least 2 weeks
More than 3 years but not less than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

13.1.3 Employees over 45 years of age with at least two years continuous service are entitled to an additional notice period of one week.

13.1.4 Payment in lieu of notice will be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice and part payment in lieu.

13.1.5 Payment in lieu of notice is the same as the wages an employee would have received for the ordinary time he or she would have worked during the period of notice.

13.1.6 The period of notice does not apply where dismissal is for conduct that justifies summary dismissal, or in the case of casual employees.

13.1.7 Staff on probation in any position will receive one week's notice if they are not kept on.

13.1.8 In the case of staff who have been employed on the basis of a limited term e.g. 12 weeks, 12 months etc the letter of appointment specifying this will be regarded as the notification of termination.

13.2 Time Off During Notice Period

13.2.1 During the period of notice of termination an employee is allowed up to one day's time off without loss of pay during each week of notice to seek other employment.

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

13.3 Notice of Termination by Employee

13.3.1 The notice of termination given by an employee is the same as the notice given by the employer except that there is no additional notice for employees over 45 years.

13.3.2 If an employee does not give notice the employer has the right to withhold the amount of money equal to the ordinary time pay for the period of notice.

13.3.3 AHAC will presume an employee has given notice if the employee does not attend work or fails to provide advice of non attendance to work after a maximum of five continuous working days. AHAC will advise the employee in writing of their termination and other matters as listed in this agreement.

14 DISCIPLINARY PROCEDURES

14.1 Disciplinary procedures can be instigated by the employer to address matters of unsatisfactory performance or behaviour of its employees.

14.1.1 Counselling

14.1.1(a) Prior to any disciplinary action being taken by the employer against any employee, such employee will be counseled in relation to the matter, with a view to accurately identifying work performance problems, and locating means of reducing and removing the problems and allowing the employee to respond to the allegations.

14.1.2 Reprimand

14.1.2(a) If the manager is unsuccessful in counseling the employee, the manager shall reprimand him/her for the unsatisfactory performance of his/her duties.

14.1.2(b) In reprimanding the employee, the supervisor shall notify the employee in writing that the disciplinary procedure has commenced and that the employee could be dismissed if he/she does not improve his/her performance.

14.1.2(c) When the reason for the reprimand has been identified and agreed between the parties it shall be documented. If the employee so requests, appropriate counseling and/or training shall be provided so that any problems can be rectified.

14.1.2(d) The manager shall keep a full record of the reprimand and any future reprimands that take place.

14.1.3 First warning

14.1.3(a) If the employee does not improve his/her performance after a reprimand, the manager shall indicate to the employee that he/she is to be warned.

14.1.3(b) The warning is to be confirmed in writing, properly worded and handed to the employee.

14.4 Final warning

14.4.1 If the employee does not improve his/her performance after the first warning, the manager, after consultation with the General Manager, will give to the employee a final warning. This warning is to be confirmed in writing and signed by the General Manager or their delegate.

14.4.2 The final warning shall clearly state that should the employee's actions continue, he/she will be dismissed. Copies of the final warning shall be placed on the employee's personnel file.

14.5 Recommencement of disciplinary procedure

14.5.1 Where an employee has been given a reprimand or a first warning, and, three calendar months after the date on which the employee received that reprimand or warning, they have received no further reprimand or warning the reprimand and/or warning shall be deemed withdrawn.

14.5.2 Where an employee has been given a final warning and six calendar months after the date on which the employee received that warning, they have received no further reprimand or warning, the disciplinary procedure shall recommence with counseling, in its future application to that employee, and the warning shall be deemed withdrawn.

14.6 Termination

If there has been no improvement in the employee's performance, the manager will discuss the matter with the General Manager and should it be considered that termination is warranted, then the employee's contract of employment will be terminated in accordance with the agreement. The termination will be formalised by a letter of termination signed by the General Manager or their delegate.

14.7 Summary dismissal

Where summary dismissal is appropriate it is understood that the disciplinary procedure will be waived. An employee may be dismissed without notice (examples only but not limited) for malingering, inefficiency, neglect of duty or misconduct in accordance with the Agreement.

14.8 Interruption of disciplinary process

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

14.9 Referral to Fair Work Commission

Nothing in this clause shall prevent a party referring any disciplinary matter to FWC.

15. REDUNDANCY

15.1 Discussions before Termination

15.1.1 Where AHAC has made a definite decision that it no longer requires a job to be done by anyone and this is not due to the ordinary turnover of staff and the decision may lead to termination of employment, AHAC will hold discussions with the employees directly affected and/or their representative.

15.1.2 Discussions will take place as soon as possible where a decision has been made to initiate termination.

15.1.3 AHAC will provide in writing to the employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number of workers normally employed and the period over which the terminations are likely to be carried out.

15.1.4 Employees may advise their representatives at any time during the process.

15.2 Transfer to Lower Paid Duties

15.2.1 Where an employee is transferred to lower paid duties for reasons set out in the above paragraphs the employee is entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated. AHAC may make payment in lieu of an amount equal to the difference between the former

ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

15.3 Severance Pay

15.3.1 Where a position is declared redundant the affected employee will receive a severance payment in accordance with the following table-

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

15.3.2 Employees over the age of 45 who have completed twelve months service will receive an additional one week's pay.

15.3.4 "Week's pay" means the ordinary time rate of pay for the employee concerned.

15.4 Employee Leaving During Notice Period

15.4.1 An employee whose employment is terminated for the reasons set out above may by agreement terminate his or her employment during the period of notice. He or she will be entitled to the same benefits and payments under this clause had he or she remained with AHAC until the expiry of the notice provided that in such circumstances the employee will not be entitled to payment in lieu of notice for the notice period not completed.

15.5 Time Off During Notice Period

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

15.5.2 If an employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee will at the request of AHAC, be required to produce proof of attendance at an interview or he/she will not receive payment for the time absent.

15.5.3 For this purpose a statutory declaration will be sufficient.

15.6 Employee with Less than Twelve Months of Service

15.6.1 AHAC should give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and take reasonable steps to facilitate the process of finding suitable alternative employment.

16. HOURS OF WORK AND RELATED PROVISIONS

16.1 Management and Salaried Staff

16.1.1 All staff on the Administration scale at Level 9 and above do not receive overtime payments or penalty rates.

16.2 Non-salaried Staff

16.2.1 All employees not covered in clause 16.1 will be designated either as roster workers or day workers and this designation will not be changed without consultation with the employee concerned.

16.3 Day Worker

16.3.1 A day worker is one whose ordinary hours of work are a total of 7.6 hours per day worked between 6.00am and 6.00pm Monday to Friday inclusive.

16.4 Roster Worker

16.4.1 A roster worker is defined as an employee who works rotating rosters of 7.6 hours, between the hours of 7.00am to 11.00pm Monday to Sunday inclusive.

16.4.2 An employee will receive a flat rate loading per hour of \$2 for ordinary hours worked.

16.4.3 Rotating roster rates are paid in lieu of all overtime and weekend penalty rate.

16.4.4 The \$2 per hour allowance does not increase in line with wage increases

16.5 Configuration of Ordinary Hours

16.5.1 Ordinary hours of work will be worked on five consecutive days within the span of 7 days. Ordinary hours of work will not exceed eight in any one day and, subject to the provisions relating to the hours of work for casual and part-time employees, will be an average of 38 per week, worked by way of:

16.5.2 38 hours within a work cycle not exceeding seven consecutive days: and shall be worked on the following basis;

16.5.3 By rostering roster workers off on various days of the week during a particular work cycle.

16.5.4 In each AHAC section an assessment will be made as to which method of implementation best suits the budget provisions and/or constraints of program

delivery and the proposal will be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.

16.6 Rostered Day Off (RDO)

16.6.1 Every endeavour must be made for employees to take one Rostered Day Off in every four-week cycle subject to the following:

16.6.2 A system of accumulating up to three rostered days off may operate; no more than three days may be accumulated;

16.6.3 Application for accumulation of RDOs in excess of three days and the taking off of more than one RDO can be made to the General Manager for their approval;

16.6.4 Details of the method of working the 38 hour week will be agreed in writing and form part of the time and wages record for each employee; and

16.6.5 Where a system is adopted which involves one Rostered Day Off in a four week cycle, each employee will be entitled to twelve Rostered Days Off in a twelve month period exclusive of annual leave.

16.7 Application for RDO Leave

16.7.1 An employee who is entitled to a Rostered Day Off during his or her work cycle needs to apply at least seven days in advance of the weekday he or she wishes to take off and gain the approval of his/her manager.

16.8 Substitute Days

16.8.1 An individual employee, with the agreement of his/her manager may substitute the RDO he/she is to take off for another day.

16.8.2 Where a public holiday falls on an employee's RDO the next working day will be taken in lieu of the RDO unless an alternative day in that four week cycle or the next cycle is agreed upon between the employee and his/her manager.

16.9 Starting and Finishing Times

16.9.1 Employees will be given a regular starting and finishing time for each day. In relation to weekly employees the starting and finishing time for each day will not be changed without less than seven working days' notice.

16.9.2 The period of notice for casual employees of a change in starting and finishing time for each day will be not less than twenty four hours.

16.9.3 Rosters will be developed so that employees do not work both Saturday and Sunday in any given weekend.

16.10 On Call

16.10.1 Employees rostered to be on call will be paid an on call allowance. No employee will be required to remain on call for more than two weeks in any given four weekly cycle.

16.10.2 On Call Rosters are drawn up in consultation between the Section Manager and the affected employees. If no agreement can be reached the Section Manager will finalise the roster.

16.10.3 When an employee is rostered to be on call he/she will make themselves immediately available to attend work in a fit and suitable manner.

16.10.4 Employees rostered on call will ensure they are contactable at all times during the on call period and the method of communication is agreed and understood between the parties. AHAC provides a mobile phone for this purpose.

16.10.5 The on call allowance is equivalent to one hour at normal time pay rate.

16.11 Call Outs

16.11.1 An employee recalled to work overtime after leaving the Organisation (whether notified before or after leaving the premises) will be paid a minimum of two hours wages at the rate of time and one half the ordinary rate. If subsequent call outs are required a second call out payment will not be paid unless the call out period extends beyond the two hour period.

16.11.2 Call outs will not apply to employees already working overtime.

16.11.3 At the agreement of the Section Manager and the employee time off in lieu may be paid for all, or part, of total hours worked as agreed upon.

16.12 Overtime Penalty Rates and Time Off in Lieu (TIL)

16.12.1 A full-time or part-time employee, with the prior approval of the General Manager, may work more than eight working hours per day.

16.12.2 At the discretion of the Organisation overtime or additional hours may be paid or taken as Time in Lieu.

16.12.3 An employee required to work overtime or additional hours may request to be paid overtime rates for the additional hours.

16.12.4 Overtime will be paid at the rate of one and a half times the ordinary rate for the first two hours and double the ordinary rate for overtime in excess of two hours.

16.12.5 An employee may apply to the General Manager to be paid any overtime or additional hours worked at the applicable rate of pay. Approval will be at the discretion of General Manager and subject to the availability of grant funding.

16.12.6 Additional hours may be accrued up to a maximum of ten hours within one calendar month and then taken, at an agreed time, as time off in lieu calculated at time and one half rates.

16.12.7 If accrued time off in lieu cannot be taken at an agreed time within one month of accrual then the employer will pay the overtime at the applicable rate of pay.

16.12.8 Staff on the Administration scale at Level 9 and above do not receive overtime or penalty rates but do receive Time in Lieu.

Staff on the Administration scale at Level 9 and above do not receive TIL without prior approval unless in response to exceptional circumstances i.e.

- meeting and greeting a new staff member
- security break in and attendance required
- emergency needs

Compensation will be at flat rate of pay for time in attendance.

16.12.9 Overtime Penalty Rates, time in lieu does not apply to employees on call and already receiving respective allowances.

16.13 Excess Travelling Time

16.13.1 Where an employee is required to travel to and from their normal work place outside of normal standard hours travel time shall be credited at normal rate of pay.

16.13.2 Where an employee is required to travel to and from their normal work place on a Saturday or Sunday travel time shall be credited at overtime rates on the normal rate of pay for hours in excess of the first 2 hours.

16.14 Weekend and Public Holiday Penalty Rates

16.14.1 A full-time, part-time or casual day worker, with the prior approval of the General Manager, may be required to work on weekends or public holidays.

16.14.2 All overtime or additional hours will be paid as Time In Lieu.

16.14.3 Work on Saturday will be paid at one and a half times the ordinary rate for the first two hours then double the ordinary rate thereafter. Work on Sundays and public holidays will be paid at double the ordinary rate of pay for all hours worked.

16.14.4 An employee may apply to the General Manager to be paid any overtime or additional hours worked at the applicable rate of pay. Approval will be at the discretion of General Manager and subject to the availability of grant funding.

16.14.5 A roster worker is paid \$2.00 per hour in addition to each ordinary hour worked in lieu of all penalty rates.

16.14.6 Staff on the Administration scale at Level 9 and above do not receive weekend and public holiday penalty rates.

17. MEAL AND CRIB BREAKS

17.1 All employees are required to take a minimum of half an hour meal break after five hours of continuous work. For the continuation of services other arrangements can be made that are mutually acceptable between the staff member and AHAC.

17.2 All employees are entitled to a morning and afternoon fifteen minute paid crib break between the hours of 6.00 am and 12.00 midday and 1.00 pm and 5.00pm.

18. SUPERANNUATION

18.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the agreement covering the employee applies.

18.2 The nominated fund is Australian Super or HESTA.

19. SERVICE INCREMENTS

19.1 Service increments for employees except Aboriginal Health Workers, within a pay level, occur automatically to the next pay point within that level, on the anniversary of the employee's starting date or on the anniversary of the conclusion of their probationary period after a further 12 months continuous service provided that no subsequent increase will apply sooner than twelve months.

19.2 Aboriginal Health Workers incremental increase applies upon successful completion of a competency assessment that assesses the AHW against the competency for that salary level.

19.3 For all other increments a performance appraisal system applies.

19.4 In the case of Medical Officers, AHAC has capped the salary for these positions. An increase in salary level applies upon successful completion of competency in professional attainment and appraisal assessment as per the performance appraisal system for Medical Officers.

20. ACTING ALLOWANCE/HIGHER DUTIES

20.1. An employee may be called upon to perform temporarily the duties of an employee holding a higher designation than his/her own.

20.2 An employee who performs all the duties of a higher designation for a period of not less than one day shall be paid in respect of the performance at those duties an allowance equal to the amount of the difference between his/her own salary and the minimum salary at the higher designation.

21. MEAL ALLOWANCE

21.1 An employee required to work overtime for more than two hours before or after ordinary hours will either be supplied with an adequate meal or paid \$19.90 for each meal.

21.2 The meal allowance will be paid weekly.

21.3. The allowance will be increased in line with wage increases from July 2014.

22. DISTRICT ALLOWANCE

22.1 Registered nurses (eft) -\$2,430 for an employee without dependents and \$3,930 for an employee with dependents.

22.2 All other employees (EFT) - \$1000 per annum

22.3 The above amounts are gross amounts and are not subject to increases during the term of the agreement

23. ANNUAL LEAVE

23.1 Annual leave is in accordance with the NES with the following supplementation

23.1.1 The quantum is 30 days annual leave per year of service. The leave accrues weekly.

23.1.2 Subject to agreement with the employer up to two weeks of annual leave plus annual leave loading can be cashed in accordance with the provisions of the Fair Work Act

23.1.3 Before going on leave an employee will be paid all annual leave which has accrued for the period of leave taken as well as a loading of 17.5% calculated on the appropriate wage rate.

23.1.4 The loading of 17.5% applies to proportionate leave on termination.

24 PERSONAL/CARERS/ LEAVE

24.1 Personal leave is in accordance with the NES with the following supplementation

24.2 Personal Leave on Termination

Upon termination of employment untaken sick leave entitlements will be paid according to the following:

2 years service	15% of untaken personal leave
3 years service	30% of untaken personal leave
4 years of service	50% of untaken personal leave
5 years of service and over	70% of untaken personal leave

25. CEREMONIAL LEAVE AND NAIDOC

- 25.1** An indigenous employee who is absent from work for ceremonial purposes is entitled to up to five days paid and seven weeks unpaid leave per year non-accumulative.
- 25.2** AHAC may agree to extend the unpaid leave for a further period if necessary.
- 25.3** The General Manager will make a decision on any period of paid or unpaid leave granted to an employee for this purpose.
- 25.4** All Employees may access 7.6 hours paid NAIDOC Leave each financial year, during the nationally declared NAIDOC week, non-accruing.

26. PARENTAL LEAVE

- 26.1** Parental leave is in accordance with the NES with the following supplementation

26.1.1 Maternity Leave

Female employees with not less than twelve months' continuous service with AHAC immediately prior to maternity leave commencing are entitled to 12 weeks paid maternity leave for each child born during employment at AHAC.

26.1.2 Paternity Leave

Employees are entitled to two weeks paid paternity leave.

27 COMPASSIONATE LEAVE

Compassionate leave is in accordance with the NES.

28. SPECIAL LEAVE

- 28.1** An employee may apply for special leave provided that special leave with pay does not exceed three days in any twelve month period and special leave without pay does not exceed five days.
- 28.2** Circumstances where special leave may apply, on production of appropriate evidence, are but not limited to:

illness of an immediate family member;

birth of an immediate child;

emergency attendance at home;

a staff member's graduation ceremony.

- 28.3** Special leave will accrue from the employee's starting date at the rate of one day for every 22 days service to a maximum of three days respectively per annum non-accumulative.

29 STAND DOWNS

- 29.1** An employee may be stood down without pay if the employer is unable to offer gainful employment because of equipment failure or natural disaster (if the employer cannot reasonably be held responsible for the failure). An employee may access other forms of appropriate paid leave during this period if they have credits
- 29.2** Where for cultural reasons all or part of the workplace is closed an employee is expected to participate in any associated events and will be paid their normal rate of pay for the period
- 29.3** Where an employee elects not to participate in an event they will not be paid for the period but can access other forms of appropriate paid leave during this period if they have credits. Remaining at work during this period is not an option.

30 RATES OF PAY

Rates of pay and nurse post graduate allowances are in accordance with Appendix A

31 LONG SERVICE LEAVE

- 31.1** Long Service Leave is in accordance with the NES with the following supplementation
 - 31.1.1** Employees who resign for any reason after 7 years are entitled to pro rata payment

32. COMMUNITY LEAVE

Community Leave is in accordance with the NES

33 PUBLIC HOLIDAYS

- 33.1** Public holidays are in accordance with the NES and supplemented as follows
 - 33.1.1** If an employee is acting in a higher class or grade on a day which a public holiday falls, payment for the holiday shall be made at the higher rate if the employee acts in the higher capacity on the day preceding the holiday and the day following the holiday.
 - 33.1.2** Where a public holiday occurs on a day on which the employee is rostered on duty, he or she will be granted a day's leave in lieu of the holiday.

34 SALARY SACRIFICE

Salary sacrifice will be available in accordance with the employer's salary sacrifice program.

35 AMENITIES

AHAC will provide in each section of the Organisation:

- boiling water
- tea, coffee, milo, sugar and milk
- cool drinking water
- refrigerator at a place reasonably accessible to all employees
- toilet facilities
- lockers
- showering facilities
- suitable first aid kits which are maintained by AHAC
- lunch room; and
- notice board to display staff/ notices.

36 UNION RIGHTS

36.1 AHAC Management, United Voice and the Australian Nursing Federation (NT Branch) agree to ongoing discussions during the life of this agreement

36.2 Representative Rights

36.2.1 The Employer recognises the legitimate right of the Union to represent those Employees who are members, or eligible to become members.

(a) An accredited Union delegate shall be allowed reasonable time during working hours to consult with members or Employees eligible to become members on employment matters affecting Employees provided that such consultation:

(i) will not adversely affect their ability to perform their duties;

(ii) does not disturb or interfere with their workplace or the workplace in which the consultation occurs; and

(iii) has been approved by the relevant manager in advance of the activity.

(b) Such approval shall not be unreasonably withheld.

36.3. Right of Entry

Subject to the FWA right of entry requirements, a duly accredited Union representative will observe all the usual courtesies including giving prior notice when entering or seeking to enter AHAC premises and will not disturb or interfere with any work being carried out on the premises at any time while they are on the premises.

36.4 Union Training Leave

36.4.1 For the purpose of assisting Employees to understand their rights and entitlements under this Agreement and improving industrial relations, AHAC Management shall, subject to the provisions of this clause, provide an employee who is a nominated union delegate with up to five days' paid leave per annum to attend union training courses conducted by the Union or approved by the Union.

(a) The approval for an employee to attend a training course shall be subject to the operational requirements of AHAC.

(i) such approval shall not be unreasonably withheld.

(ii) an employee seeking to take union training leave must:

(b) Have completed at least twelve months' continuous service prior to taking union training leave; and

(c) Have been nominated by the Union to attend the course for which the union training leave is sought.

(d) The employee will only be paid for the period of union training leave if:

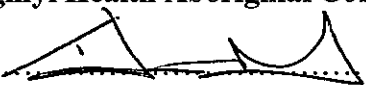
(i) he or she provides evidence satisfactory to AHAC Management of his or her attendance at the course for which union training leave was sought; and

(ii) in normal circumstances AHAC Management has received not less than four weeks written notice of nomination from the Union, setting out the times, dates, content and venues of the course.

(e) Leave granted under this clause will be on ordinary pay, not including shift and penalty payments or overtime.

37. SIGNATORIES

Anyinginyi Health Aboriginal Corporation Incorporated

.....  12 / 08 / 2013

Print Name.....Trevor Sanders.....

Authority.....General Manager.....

Address.....1 Irvine St Tennant Creek NT.....

United Voice

...../...../.....

Print Name.....

Authority.....

Address.....

ANF

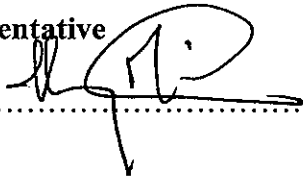
...../...../.....

Print Name.....

Authority.....

Address.....

Employee Representative



12 / 08 / 2013

Print Name..... Tony Miles.....

Authority..... Business Services Grants Officer.....

Address..... 1 Irvine St Tennant Creek NT

Appendix A - Rates of Pay and Nurse Higher Qualifications

	FPPOOA July 1 (Paid from 29 th May), 2013	FPPOOA July 1, 2014	FPPOOA July 1, 2015		FPPOOA July 1, (Paid from 29 th May) 2013	FPPOOA July 1, 2014	FPPOOA July 1, 2015
ADMINISTRATION RATES OF PAY				NURSING RATES OF PAY			
Level				Level			
One .1	35723.56	36616.65	37532.06	Enrolled Nurse 1 YR 1	56585.24	57999.87	59449.87
.2	35862.52	36759.08	37678.06	Nurse 1 YR 2	57861.01	59307.54	60790.23
.3	36616.11	37531.51	38469.80	Nurse 1 YR 3	59142.04	60620.59	62136.11
.4	37129.19	38057.42	39008.86	Nurse 1 YR 4	60423.07	61933.64	63481.99
.5	38208.81	39164.03	40143.13	Nurse 1 YR 5	61631.53	63172.32	64751.62
				RNurse 2 YR 1	62826.45	64397.11	66007.04
				Nurse 2 YR 2	64267.44	65874.13	67520.98
Two .1	38802.06	39772.11	40766.42	Nurse 2 YR 3	65708.42	67351.13	69034.91
.2	39491.52	40478.81	41490.78	Nurse 2 YR 4	67150.72	68829.48	70550.22
.3	40175.63	41180.02	42209.52	Nurse 2 YR 5	69640.65	71381.67	73166.21
.4	40758.20	41777.16	42821.59	Nurse 2 YR 6	74836.85	76707.77	78625.47
.5	41442.32	42478.38	43540.34	Nurse 2 YR 7	76333.59	78241.93	80197.98
				Nurse 3 YR 1	83065.38	85142.02	87270.57
				Nurse 3 YR 2	85972.73	88122.05	90325.10
Three .1	42190.57	43245.33	44326.47	Nurse 3 YR 3	87692.19	89884.49	92131.61
.2	42949.50	44023.24	45123.82	Nurse 4 YR 1	89240.86	91471.88	93758.68
.3	43414.49	44499.85	45612.35	Nurse 4 YR 2	91129.68	93407.92	95743.11
.4	44189.40	45294.14	46426.49	Nurse 4 YR 3	94593.15	96957.98	99381.93
				Nurse 5 YR 1	96957.83	99381.77	101866.31
				Nurse 5 YR 2	101028.10	103553.80	106142.65
Four .1	45575.09	46714.47	47882.33	Nurse 6 YR 1	106586.68	109251.34	111982.63
.2	46718.58	47886.55	49083.71	Nurse 6 YR 2	110850.68	113621.94	116462.49
.3	47855.07	49051.45	50277.74	Nurse 7 YR 1	119738.45	122731.91	125800.21
.4	49049.84	50276.09	51532.99	Nurse 7 YR 2	124031.15	127131.93	130310.23

				Nurse 8 YR 1	128979.85	132204.35	135509.45
				Nurse 8 YR 2	133303.30	136635.88	140051.78
Five .1	50596.65	51861.57	53158.11				
.2	52145.77	53449.41	54785.65				
.3	53452.46	54788.77	56158.49				
.4	54782.43	56151.99	57555.79				
Six .1	56227.82	57633.51	59074.35				
.2	57948.29	59397.00	60881.92				
.3	59560.37	61049.38	62575.61				
.4	60654.89	62171.27	63725.55				
.5	61867.99	63414.69	65000.06				
Seven .1	62158.56	63712.53	65305.34				
.2	63831.25	65427.03	67062.71				
.3	67006.43	68681.59	70398.63				
.4	69577.82	71317.27	73100.20				
Eight .1	71670.14	73461.89	75298.44				
.2	77797.86	79742.81	81736.38				
.3	79471.71	81458.50	83494.97				
.4	84251.97	86358.27	88517.22				
Nine .1	91096.58	93373.99	95708.34				
.2	98141.66	100595.21	103110.09				
.3	99162.76	101641.83	104182.87				
.4	103058.30	105634.75	108275.62				
.5	109325.92	112059.07	114860.54				
Ten .1	113152.69	115981.51	118881.04				
.2	116547.01	119460.69	122447.20				
.3	120043.91	123045.01	126121.14				
.4	123644.55	126735.67	129904.06				
.5	127353.60	130537.44	133800.87				
Aboriginal Health Workers (AHWs)					Medical Practitioners		
Level				Level			
Cert One.1	37459.64	38396.13	39356.04	1	127897.63	131095.07	134372.45
1.2	39748.96	40742.68	41761.25	2	131966.23	135265.39	138647.02
Cert Two.1	42064.50	43116.11	44194.02	3	136034.82	139435.69	142921.58
2.2	44566.23	45680.39	46822.40	4	140104.71	143607.33	147197.51
2.3	47056.16	48232.56	49438.38	5	144175.92	147780.32	151474.83
2.4	49546.10	50784.75	52054.37	6	148245.82	151951.97	155750.77
2.5	52036.02	53336.92	54670.35	7	152318.34	156126.30	160029.46
Cert Three	54523.33	55886.42	57283.58	8	156386.93	160296.61	164304.02
3.2	57017.18	58442.61	59903.68	9	160456.84	164468.26	168579.96
3.3	59589.74	61079.48	62606.47	10	164528.04	168641.24	172857.28
3.4	62059.98	63611.48	65201.76	11	168597.95	172812.90	177133.22

Cert Four.1	64612.85	66228.17	67883.87	12	172669.16	176985.89	181410.54
4.2	66879.31	68551.30	70265.08	13	176736.43	181154.84	185683.71
4.3	70266.08	72022.73	73823.30	14	180271.16	184777.94	189397.39
Cert Five.1	72804.52	74624.63	76490.25	15	183876.58	188473.50	193185.34
5.2	75346.90	77230.57	79161.33	16	187554.12	192242.97	197049.05
5.3	77885.35	79832.48	81828.29	17	191305.21	196087.84	200990.03
5.4	79578.08	81567.54	83606.72	18	195131.31	200009.59	205009.83
Cert Six.1	82119.14	84172.12	86276.42	19	199033.93	204009.78	209110.02
6.2	84660.21	86776.71	88946.13	20	203014.61	208089.97	213292.22
6.3	85779.21	87923.69	90121.78	21	207074.89	212251.77	217558.06
				22	211216.39	216496.80	221909.22
				23	215440.71	220826.73	226347.40
				24	219749.53	225243.27	230874.35
				25	224144.52	229748.13	235491.83
				26	228627.41	234343.10	240201.67
				27	233199.96	239029.96	245005.71

Note#1: FPPOOA means first pay period on or after (*date*)

Note #2: All rates have been checked against minimum rates in the relevant Modern Award and adjusted where necessary and will be subject to ongoing monitoring

Note #3: District Allowances have not been included in this table

Note #4: Comprehensive wage rate tables that provide more specific details are available from Business Services

Post Graduate Qualification Allowance (Nurses)

A nurse, excluding casuals, who obtains a recognised post graduate qualification and who is employed in a work area relevant to that qualification will be paid a Post Graduate Qualification Allowance at the rates specified in the table below from the first full pay period on or after the commencement date of this Agreement.

Qualification	Allowance
Nurse 1 (Enrolled Nurse), Course of study no less than 6 months or 120 hours.	3.5% of the fifth pay point of the Nurse 1 classification.
Nurse 2-7 (Registered Nurse), Conversion degree or graduate certificate.	3.5% of the maximum pay point of the Nurse 2 classification.
Nurse 2-7 (Registered Nurse), Graduate Diploma.	4% of the maximum pay-point of the Nurse 2 classification.
Nurse 2-7 (Registered Nurse), Masters degree or Doctorate.	5% of the maximum pay point of the Nurse 2 classification.