



# DECISION

*Fair Work Act 2009*

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

**Maari Ma Health Aboriginal Corporation t/a Maari Ma Health**  
(AG2024/3532)

## **MAARI MA HEALTH ABORIGINAL CORPORATION ENTERPRISE AGREEMENT 2023**

Health and welfare services

DEPUTY PRESIDENT ROBERTS

SYDNEY, 23 OCTOBER 2024

*Application for approval of the Maari Ma Health Aboriginal Corporation Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *Maari Ma Health Aboriginal Corporation Enterprise Agreement 2023* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Maari Ma Health Aboriginal Corporation t/a Maari Ma Health (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings (**Annexure A**). In accordance with s.190(4) of the Act the views of the bargaining representatives for the agreement were sought in relation to the undertakings. The Australian Nursing and Midwifery Federation (**ANMF**), being a bargaining representative for the Agreement, has indicated their acceptance of the undertakings provided. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement

[3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as is relevant to this application for approval has been met. The undertakings are taken to be a term of the Agreement.

[4] I note that Clause 10.1 of the Agreement provides that where there is an inconsistency between this agreement and the National Employment Standards (**NES**), and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

[5] I note that Agreement at Clause 68 contains a workplace delegates' rights term that is no less favourable than the delegates' rights term in the relevant modern award.

[6] The ANMF and the Health Service Union NSW / ACT / QLD (**HSU**) lodged Form F18 statutory declarations giving notice under s.183 of the Act that they want the Agreement

to cover them. In accordance with s.201(2) of the Act, I note the Agreement covers the ANMF and the HSU.

[7] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 30 June 2027.



DEPUTY PRESIDENT

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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2024/3532

Applicant:  
Maari Ma Health Aboriginal Corporation

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Richard Weston, Chief Executive Officer have the authority given to me by Maari Ma Health Aboriginal Corporation to give the following undertakings with respect to the *Maari Ma Health Aboriginal Corporation Enterprise Agreement 2023* ("the Agreement"):


1. In relation to subclause 37.2, I undertake that the subclause will be deleted and replaced with the following:  

37.2 An Employee engaged for one day or more on higher duties will be paid at the higher classification rate.
2. I undertake that:
  - (a) An Employee who is classified under Schedule 1, 2, 3 or 4 of the Agreement and required to work overtime on a Saturday, Sunday or public holiday, will be engaged for at least 4 hours' or paid for 4 hours' work at the appropriate rate, except where such overtime is continuous with overtime commenced on the previous day.
  - (b) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period.
3. In relation to subclause 36.2, I undertake that this allowance will be payable to an Employee who is classified under Schedule 1, 2, 3 or 4 of the Agreement and who is regularly required to use one or more languages in addition to English.
4. I undertake that an Employee who is classified as an Aboriginal and/or Torres Strait Islander Health Worker in Schedule 1 of the Agreement and who is qualified and permitted under law to administer medications in the performance of their duties will be entitled to an allowance of \$2.87 per week.

{20220119 / 00177818}

5. I undertake that:
  - (a) An Employee who is required to work overtime after the usual finishing hour of work beyond one hour will be:
    - (i) supplied with an adequate meal where Maari Ma has adequate cooking and dining facilities; or
    - (ii) paid a meal allowance of \$16.20.
  - (b) Where overtime work exceeds 4 hours a further meal allowance of \$14.60 will be paid to the Employee.
  - (c) The above will not apply when an Employee could reasonably return home for a meal within the meal break.
6. I undertake that Maari Ma will provide blood count tests to Employees who are exposed to radiation hazards in the course of their work free of charge.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Richard Weston, CEO

Signature

23/10/24

Date

{20220119 / 00177818}

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 bottom of this agreement.

## Maari Ma Health Aboriginal Corporation

### Enterprise Agreement 2023



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## **PART 1 – APPLICATION AND OPERATION**

### **1. TITLE**

This Agreement will be known as the **Maari Ma Health Aboriginal Corporation Enterprise Agreement 2023** (referred to as the “*Agreement*”).

### **2. PARTIES BOUND**

2.1. The parties to this Agreement are:

- (a) Maari Ma Health Aboriginal Corporation – also known as “*Maari Ma*” and “*the Employer*”;
- (b) Employees of Maari Ma (referred to as “*Employees*” and “*the Employee*”);
- (c) NSW Nurses & Midwives Association and the Australian Nursing and Midwifery Federation NSW Branch; and
- (d) Health Services Union (New South Wales).

### **3. COVERAGE**

This Agreement will cover all Employees who are classified under this Agreement.

### **4. COMMENCEMENT AND DURATION OF AGREEMENT**

- 4.1. This Agreement will come into effect seven (7) days after approval is received from the Fair Work Commission (**FWC**).
- 4.2. The nominal expiry date for this Agreement shall be 30 June 2027.
- 4.3. Renegotiation for a replacement Agreement will commence no earlier than six (6) months prior to the expiry date of the current Agreement.

### **5. ACCESS TO THE ENTERPRISE AGREEMENT & NATIONAL EMPLOYMENT STANDARDS**

A copy of this Agreement and the National Employment Standards (**NES**) are available to all Employees on the Maari Ma Intranet site.

### **6. NO EXTRA CLAIMS**

For the term of this Agreement, the parties agree not to pursue any extra claims.

### **7. DEFINITIONS**

7.1. In this Agreement, the following definitions apply:

“**Aboriginal**” means a person of Australian Aboriginal and Torres Strait Islander descent, who identifies as Aboriginal and/or Torres Strait Islander and who is accepted as an Aboriginal and/or Torres Strait Islander in the communities they have lived or now live.

**“Aboriginal Health Practitioner”** means a person registered by the Aboriginal and Torres Strait Islander Health Practice Board of Australia.

**“Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level - Emerging”** means

- The minimum level of competency required to work at Maari Ma
- Possessing basic knowledge of Aboriginal history and culture and how it relates to role
- A commitment to training and development in cultural competence areas

**“Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level- Developing”** means

- The level to be attained a maximum of 12 months into working with Maari Ma
- A demonstrated ability to comply with all cultural standards and protocols
- A commitment to building competence and attaining next level in 2 years

**“Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level - Competent”** means

- A demonstrated ability to deliver services in culturally informed manner
- The demonstrated ability to engage in collaborative practices with Aboriginal people
- The demonstrated ability to contribute to community engagements

**“Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level - Proficient”** means

- Influencing strategic direction of organisation to be culturally informed
- Contributing to the evidence and research base for informed best cultural practice
- Engaging with the Aboriginal governance of the organisation

**“Act”** means the *Fair Work Act 2009 (Cth)*.

**“AHPRA”** means the Australian Health Practitioner Regulation Agency.

**“Better Off Overall Test”** means Section 193 of the Act.

**“Board”** means the Board of Maari Ma Health Aboriginal Corporation.

**“CEO”** means the Chief Executive Officer.

**“FWC”** means the Fair Work Commission, the national workplace relations tribunal.

**“Level”** means the identification of a group or groups of work function/s as required by operational requirements. Employee skills and competencies shall be assessed in terms of a Level recognising the Employee’s ability to perform those functions. Employees shall be assigned to a Level, as determined by Maari Ma. A Level may include any one or more functions designed in any lower Level at any time if required.

**“NES”** means the National Employment Standards contained in sections 59 to 131 of the Act.

**“Union”** means the NSW Nurses & Midwives Association (NSWNMA), Australian Nursing and Midwifery Federation NSW Branch (ANMF) and Health Services Union - New South Wales / Australian Capital Territory / Queensland Branch (HSU).

**8. OVERVIEW STATEMENT – MAARI MA**

- 8.1. Maari Ma is an Aboriginal community controlled primary health care organisation providing services across the far western region of New South Wales. Our vision is “First Nations People live strong, resilient, happy and healthy lives supported by cultural practices and investment in vibrant families, individuals and communities, to achieve wellbeing and independence through self-determination.”
- 8.2. Maari Ma’s services and the employer/employee relationship are based on our values of:
- Community
  - Compassion
  - Culture
  - Empowerment
  - Respect
  - Quality
- 8.3. The parties agree that Maari Ma, as an Aboriginal organisation, will take all reasonable steps to ensure that, through sound recruitment and selection procedures and appropriate training, positions in the organisation requiring an understanding of Aboriginal cultures and issues are filled by Aboriginal people wherever possible.
- 8.4. Maari Ma aims to create a workplace that actively supports the career aspirations and cultural needs of all Employees, and particularly Aboriginal employees.

**9. OBJECTIVES OF THE AGREEMENT**

- 9.1. This Agreement seeks to provide a consistent, equitable and easily understood set of terms and conditions to support workplace practices, career development and Maari Ma as an Employer of Choice.
- 9.2. It will assist in the employment, retention and development of Aboriginal staff as front-line health professionals, educators and managers who can effectively run Maari Ma.
- 9.3. The key objectives of this Agreement are to emphasise and encourage:
- Excellence in culturally appropriate service delivery.
  - Teamwork and co-operative relationships involving all staff.
  - Culturally appropriate ways of introducing and managing change.
  - Open communication and consultation between managers and staff.
  - Flexibility and innovation in work practices.
  - A commitment to continuous improvement throughout the organisation.

**10. THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT**

- 10.1. This Agreement will be read and interpreted in conjunction with the 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.

**11. FLEXIBLE WORKING ARRANGEMENTS**

11.1. Maari Ma and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) The Agreement deals with one or more of the following matters:
  - (i) Arrangements about when work is performed;
  - (ii) Overtime rates;
  - (iii) Penalty rates;
  - (iv) Allowances;
  - (v) Leave loading.
- (b) The arrangement meets the genuine needs of Maari Ma and Employee in relation to one or more of the matters mentioned in subclause 11.1(a).
- (c) The arrangement is genuinely agreed to by Maari Ma and Employee.

11.2. Maari Ma must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

11.3. Maari Ma must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of Maari Ma and Employee; and
- (c) is signed by Maari Ma 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 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.

11.4. Maari Ma must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

11.5. Maari Ma or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if Maari Ma and Employee agree in writing — at any time.

**PART 2 – CONSULTATION AND DISPUTE RESOLUTION**

**12. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

12.1. This term applies if Maari Ma:

- (a) 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 the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

***Major Change***

12.2. For a major change referred to in subclause 12.1(a):

- (a) Maari Ma must notify the relevant Employees of the decision to introduce the major change; and
- (b) Subclauses 12.3 to 12.9 apply.

12.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

12.4. If:

- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) The Employee or Employees advise Maari Ma of the identity of the representative;  
Maari Ma must recognise the representative.

12.5. As soon as practicable after making its decision, Maari Ma must:

- (a) Discuss with the relevant Employees:
  - (i) The introduction of the change; and
  - (ii) The effect the change is likely to have on the Employees; and
  - (iii) Measures Maari Ma 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:
  - (i) All relevant information about the change including the nature of the change proposed.
  - (ii) Information about the expected effects of the change on the Employees.
  - (iii) Any other matters likely to affect the Employees.

12.6. However, Maari Ma is not required to disclose confidential or commercially sensitive information to the relevant Employees.

12.7. Maari Ma must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

12.8. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Maari Ma, the requirements set out in subclause 12.2(a), and subclauses 12.3 and 12.5 are taken not to apply.

12.9. 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 Maari Ma'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.

***Change to regular roster or ordinary hours of work***

12.10. For a change referred to in subclause 12.1(b):

- (a) Maari Ma must notify the relevant Employees of the proposed change; and
- (b) Subclauses 12.11 to 12.15 apply.

12.11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

12.12. If:

- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) The Employee or Employees advise Maari Ma of the identity of the representative;  
Maari Ma must recognise the representative.

12.13. As soon as practicable after proposing to introduce the change, Maari Ma must:

- (a) Discuss with the relevant Employees the introduction of the change; and
- (b) For the purposes of the discussion-provide to the relevant Employees:
  - (i) All relevant information about the change, including the nature of the change; and
  - (ii) Information about what Maari Ma reasonably believes will be the effects of the change on the Employees; and
  - (iii) Information about any other matters that Maari Ma reasonably believes are likely to affect the Employees; and
- (c) Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

12.14. However, Maari Ma is not required to disclose confidential or commercially sensitive information to the relevant Employees.

12.15. Maari Ma must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

12.16. In this clause:

“Relevant Employees” means the Employees who may be affected by a change referred to in subclause 12.1.

### **13. DISPUTE RESOLUTION PROCEDURE**

13.1. This clause sets out the procedures to settle a dispute relating to:

- (a) a matter arising under the Agreement; or
- (b) the NES.

13.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

13.3. 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.

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

13.5. The FWC may deal with the dispute in 2 stages:

- (a) The 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 the FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - (i) Arbitrate the dispute; and
  - (ii) Make a determination that is binding on the parties.

*Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.*

A decision that the FWC 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.

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

- (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 Maari Ma to perform other available work at the same workplace, or at another workplace, unless:
  - (i) The work is not safe; or
  - (ii) Applicable work 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 this direction.

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

**PART 3 – TYPES OF EMPLOYMENT**

**14. CONTRACTS OF EMPLOYMENT**

14.1. Upon engagement, Maari Ma shall provide each new Employee with a written contract and position description which specifies:

- (a) An outline of the main duties of the position.
- (b) The Employee's ordinary hours and days of work.
- (c) The Employee's classification and rate of pay.
- (d) The length of any probationary period which might apply.
- (e) Status of the position (i.e. full-time, part-time, casual, fixed-term, maximum term or ongoing).
- (f) Any other terms and conditions of employment relevant to the position.

**15. PROBATIONARY EMPLOYMENT**

15.1. All Employees (except casual Employees) will be engaged under a probationary period upon commencement of employment unless the period of employment is for six (6) months or less. The probation period will be specified in the contract of employment.

15.2. The length of the probation period will be:

- (a) Six (6) months for continuing or fixed/maximum terms of more than twelve (12) months.
- (b) Three (3) months for fixed/maximum term contracts of twelve (12) months.
- (c) Two (2) months for fixed/maximum term contracts of nine (9) months.

15.3. Nothing in this clause will affect the operation of the minimum employment period defined in the Act for the purposes of protection from unfair dismissal.

**16. CONTINUING EMPLOYMENT**

16.1. Continuing employment can be either part-time or full-time and the:

- (a) Appointment is made for an unspecified period;
- (b) Nature of the work is ongoing; and
- (c) Engagement is subject to the termination and redundancy provisions of this Agreement.

**17. FIXED-TERM EMPLOYMENT**

17.1. Fixed-term employment can be either part-time or full-time and is:

- (a) Employment for a specified term for which the contract of employment will specify the starting and finishing date, or in lieu of a finishing date will specify the circumstances relating to a specific task or project upon the occurrence of which the term of employment will expire.
- (b) An engagement made on the basis there is no expectation of continuity of employment.



(c) Not subject to the termination and redundancy provisions of this Agreement.

1.1. Maari Ma will provide a minimum of four (4) week's written notice to a fixed-term Employee of its intention to renew or not renew employment prior to the expiry of the contract.

## **18. MAXIMUM TERM EMPLOYMENT**

18.1. Maximum term employment can be either part-time or full-time and is the same as fixed-term employment except:

(a) The employment can be terminated within the specified term of the employment by either party giving to the other the minimum notice required by the NES.

## **19. FULL-TIME EMPLOYMENT**

19.1. A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week averaged over a 4 week period. Full-time Employees can be employed on either a continuing or fixed/maximum-term contract.

## **20. PART-TIME EMPLOYMENT**

20.1. A part-time Employee is an Employee who:

- (a) Is engaged to work less than the full-time hours of an average of 38 hours per week.
- (b) Has reasonably predictable hours of work.
- (c) Receives on a pro-rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

20.2. Before commencing employment, Maari Ma and the Employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the Employee will work, and the starting and finishing times each day.

20.3. If or when the terms of the agreement may be or are to be varied by agreement, this must be recorded in writing.

20.4. A part-time employee may agree to temporarily work additional hours up to 38 hours per week at their minimum hourly rate.

20.5. Part-time Employees can be employed on either a continuing or fixed/maximum-term contract.

20.6. A part-time Employee will be rostered for a minimum of three (3) consecutive hours on any shift.

20.7. A part-time Employee who is classified as an Aboriginal Health Worker / Aboriginal Health Worker in Schedule 1, Allied Health Assistant in Schedule 2, Dental Employee in Schedule 3, Operations Employee in Schedule 4 will be rostered for a minimum of eight (8) hours per week.

## **21. REVIEW OF PART-TIME HOURS**

21.1. At the request of a part-time Employee, the hours worked by the part-time Employee will be reviewed in six monthly intervals.

- 21.2. Where the part-time Employee is regularly working more than their specified contracted hours, then it may be agreed that such contracted hours will be adjusted by Maari Ma to reflect the hours regularly worked. Maari Ma will not unreasonably withhold such agreement.
- 21.3. The hours worked in the following circumstances will not be incorporated in the adjustment:
- (a) If the increase in hours is a direct result of another Employee being absent on leave (such as annual leave, long service leave, parental leave or workers compensation).
  - (b) If the increase in hours is due to a temporary increase in hours, only due, for example, to specific operational needs of Maari Ma.

## **22. CASUAL EMPLOYMENT**

- 22.1. A casual Employee is engaged by the hour and paid on an hourly basis.
- 22.2. A casual Employee is not entitled to paid leave entitlements such as sick leave and annual leave.
- 22.3. In lieu of paid leave entitlements, a casual Employee will be paid a casual loading of 25%.
- 22.4. Upon termination, a casual Employee is not entitled to the notice periods set out in the termination provisions of this Agreement.
- 22.5. A casual Employee will be engaged for a minimum period of three (3) consecutive hours for each period of engagement. Should an Employee be required to work less than 3 hours, they will still be paid for a minimum of 3 hours.

## **23. CASUAL CONVERSION**

- 23.1. Casual conversion shall be in accordance with the NES under the Act.
- 23.2. Periods of service as a casual Employee contiguous with the conversion to full-time or part-time employment will be counted towards the calculation of service and continuous service for the purpose of notice and redundancy entitlements only.
- 23.3. Once a casual employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of Maari Ma.

**PART 4 – TERMINATION OF EMPLOYMENT**

**24. NOTICE OF TERMINATION BY MAARI MA**

- 24.1. Where procedures outlined in this Agreement may lead to termination of employment on any of the allowable grounds in this Agreement, those procedures must be followed before an Employee's employment may be terminated.
- 24.2. Nothing in this Agreement prevents Maari Ma from terminating the employment of an Employee for serious misconduct, without further notice or payment in lieu, in accordance with subsection 123(1)(b) of the Act and clause 26 below.
- 24.3. In order to terminate the employment of an Employee (except casual and fixed term Employees), Maari Ma will give the following notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- 24.4. Maari Ma may elect to pay in lieu of all or part of such notice.
- 24.5. Employees over 45 years with at least two (2) years' continuous service will be entitled to an additional one week's notice.

**25. NOTICE OF TERMINATION BY AN EMPLOYEE**

- 25.1. The notice of termination required to be given by a continuing or maximum-term Employee is the same as that required by Maari Ma as specified in clause 24, except that there is no requirement for the Employee to give additional notice based on the age of the Employee concerned.
- 25.2. Where an Employee resigns on a public holiday or during Christmas Closure or a period of approved leave, they will be deemed to have resigned on the last working day prior to the public holiday, closure or leave.
- 25.3. If an Employee fails to give the required notice, Maari Ma may withhold from the Employee any monies owing to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee, provided that such amount does not exceed the value of one week of the Employee's normal wages.

**26. TERMINATION OF EMPLOYMENT WITHOUT NOTICE – SUMMARY DISMISSAL**

- 26.1. Maari Ma may end the employment of an Employee without notice or warning when it has reasonable grounds to believe that the Employee is guilty of serious misconduct.
- 26.2. In all circumstances the conduct must be investigated using the principles of procedural fairness by the Executive Manager Workforce or other such person deemed appropriate by the CEO.
- 26.3. Any actions or behaviours must be referred to as "suspected misconduct" until a decision is made.

- 26.4. The type of conduct that may end with summary dismissal without notice after investigation includes but is not limited to:
- (a) Being intoxicated or under the influence of illegal drugs whilst at work.
  - (b) Stealing, fraud, assault or other criminal behaviour.
  - (c) Engaging in sexual harassment.
  - (d) Wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of the employment contract.
  - (e) Behaving in a manner that causes imminent and serious risk to a person's health or safety or the reputation of Maari Ma.
  - (f) Professional misconduct in relation to medical, nursing or allied health activity.
  - (g) Refusing to carry out a lawful and reasonable instruction that is consistent with the employment contract.
- 26.5. Maari Ma is not required to implement a performance management process or consultation in matters that are identified as gross or serious misconduct. In such cases, wages will only be paid up to the time of dismissal.
- 26.6. During the investigation of any of the above matters (or identified matter) Maari Ma may choose to suspend the Employee from the workplace (duty) with pay, if deemed necessary, until such time the matter is resolved by either reinstatement or termination of employment.

## **27. STATEMENT OF SERVICE**

- 27.1. If requested, Maari Ma will provide a statement of employment that will include length of service, position held, and classification. Maari Ma will not provide written references. However, a manager may provide a verbal personal reference if he or she agrees to when requested.

## **28. PAYMENT UPON TERMINATION**

- 28.1. Upon termination of employment, the payment of all wages and entitlements due to the Employee will be paid within the next fortnightly pay cycle.

## **29. REDUNDANCY**

- 29.1. Redundancy occurs where Maari Ma has made a definite decision that Maari Ma no longer wishes the job the Employee has been doing to be done by anyone, and that decision leads to the termination of the employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

- 29.2. An Employee whose employment is terminated by reason of redundancy, and who has not been found acceptable alternative employment by Maari Ma, is entitled to the following amount of severance pay in respect of continuous service:

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
At least 1 year and less than 2 years	4 weeks' pay
At least 2 years and less than 3 years	6 weeks' pay
At least 3 years and 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 less than 10 years	16 weeks' pay
At least 10 years and over	18 weeks' pay

***Transfer to lower paid duties***

- 29.3. Where an Employee is transferred to lower paid duties in lieu of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. Maari Ma may, at its own election, make payment instead of giving notice, of an amount equal to the difference between the former ordinary rate of pay and the new lower paid duties ordinary rate of pay for the number of weeks of notice owing.

***Employee leave during notice period***

- 29.4. An Employee given notice of termination due to redundancy may terminate his or her employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of the notice not served.

***Job search entitlement***

- 29.5. An Employee given notice of termination due to redundancy must be allowed up to one (1) day of time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 29.6. If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of Maari Ma, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

***Alternative Employment***

- 29.7. Maari Ma may apply to the FWC to have the amount of severance pay payable to an Employee varied if it obtains acceptable alternative Employment for an Employee.

***Incapacity to pay***

- 29.8. Maari Ma may apply to the FWC to vary the severance payment amount payable to the Employee in this clause if it cannot pay the amount.

**Redundancy Dispute Procedure**

- 29.9. Where a redundancy dispute arises, and if it has not already done so, Maari Ma will provide affected Employees and the relevant Employee representatives (if requested by an affected Employee) in good time, with relevant information including:
- (a) the reasons for any proposed redundancy,
  - (b) the number and categories of workers likely to be affected; and
  - (c) the period over which any proposed redundancies are intended to be carried out.
- 29.10. Where a redundancy dispute arises and discussions occur in accordance with this clause Maari Ma will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.
- 29.11. Where the additional obligations do not resolve the dispute, then clause 13 - Dispute Resolution Procedure of this Agreement shall apply.

**PART 5 – WAGES AND RELATED MATTERS**

**30. CLASSIFICATIONS**

- 30.1. Employees will be classified and paid accordingly to the Level descriptions. The job titles or functions as described within each Level are not necessarily complete and are indicative only. As the business of Maari Ma grows or develops further, job titles may be classified and added provided that the competency levels required to carry out the functions are commensurate with the Level. Progression into a higher Level shall be by assessment and availability of a position in all cases.
- 30.2. Classification Descriptors are stated in Schedules 1 to 6 of this Agreement.
- 30.3. The classification descriptors are a wage rate classification guide only and are not intended to determine scope of professional practice.
- 30.4. The actual scope of practice is influenced by the context in which service delivery takes place, the needs of clients, the level of competence of employees, registration, credentialing and the policy requirements of Maari Ma.

**31. DIRECTION TO PERFORM WORK**

- 31.1. Maari Ma may direct an Employee to perform a range of duties that are not their main task or function or specifically listed in their position description, provided that the duties are:
- (a) Within the limits of the Employee's skills, competencies and training.
  - (b) Consistent with the classification structure and level in the Agreement.
  - (c) Not designed to promote de-skilling.
  - (d) Not likely to unreasonably increase the workload of the Employee.
  - (e) Will not unreasonably inconvenience the Employee in regard to work location.

- 31.2. Maari Ma may transfer an Employee into another section of the organisation to meet essential operational requirements providing that due consultation is implemented and the work is not outside the Employee's skills, competencies and training.
- 31.3. The position must be of comparable or higher level to the Employee's current position.

### **32. RECLASSIFICATION**

- 32.1. Any request to have a position reclassified to a higher level must be in writing and submitted by the Employee to their Manager.
- 32.2. The relevant Executive Manager will assess the request and consult with the Executive Manager Workforce.
- 32.3. If the Manager considers that reclassification is warranted, the Manager will seek written approval from the CEO with support from the Executive Manager Workforce, the relevant Executive Manager and Executive Manager Finance by way of an internal brief.
- 32.4. A request by an Employee for reclassification will be responded to by the Manager in writing within a reasonable timeframe and, where possible, no more than one month after receiving the written request, indicating whether the application is approved or denied.
- 32.5. A reclassification is primarily based on the level of responsibility (financial, human resources, depth of project and/or possibly qualifications), and is not automatic. Simply performing more work or different work at the same classification does not qualify for reclassification.
- 32.6. Qualification(s) may not necessarily automatically translate to a pay increase, as it must be job specific and relative.
- 32.7. Reclassification will not be approved if the duties proposed exceed the operational requirements of Maari Ma.

### **33. PROGRESSION BETWEEN PAY POINTS**

- 33.1. Progression for all classifications for which there is more than one pay point will be by movement to next pay point; which shall require:
- (a) For full-time Employees – on the completion of one year of service (calculated from the anniversary date of commencement at that classification); and
  - (b) For part-time or casual Employees - 1,786 hours of completed work.
- 33.2. Other than Employees classified as Operations Level 7 to 12 in Schedule 4, progression to the next pay point for all classifications for which there is more than one pay point will have regard to:
- (a) the acquisition and use of skills described in the definitions contained in Schedules 1 to 6; and
  - (b) knowledge gained through experience in the practice settings over such a period.
- 33.3. Periods of approved leave without pay shall not count towards hours of work or service for the purposes of progression between pay points.

**34. REGIONAL AREA ALLOWANCE**

34.1. An Employee shall be paid an allowance of \$8.60 per week (pro-rata for part-time Employees), paid in hourly allotments, where they permanently reside in communities of less than 20,000 people.

**35. RELOCATION ASSISTANCE**

35.1. Maari Ma recognises that assistance with relocation expenses is a necessary incentive in the recruitment of Employees from outside the Maari Ma region. Assistance with relocation expenses is available to eligible Employees and will be determined by a range of factors, including the type and length of engagement and the location from which the Employee is relocating.

**36. INTERPRETING ALLOWANCE**

36.1. An Employee who is classified in Schedule 6 and who is required to perform occasional interpretation or translation duties will be paid an allowance of \$1.24 on each occasion, to a maximum of \$114.28 per week.

36.2. An Employee who is classified in Schedule 1 and who is regularly required to use one or more languages in addition to English will be paid an annual allowance as follows, with the weekly equivalent amount paid per pay period:

Level 1: Elementary Level Employees who are capable of using a minimal knowledge of language for the purpose of simple communication.	\$2,375.97 per annum.
Level 2 Employees possess a level of ability for the ordinary purposes of general business, conversation, reading and writing.	\$4,755.61 per annum.

**37. HIGHER DUTIES**

37.1. An Employee may be called upon to perform temporarily the duties of an Employee holding a higher designation than his or her own.

37.2. An Employee engaged for three (3) days or more on higher duties will be paid the higher rate for each day.

37.3. Where the Employee on higher duties does not perform all tasks and duties required of the higher designated position, the Employee will receive a higher payment but not the full classification level of the position they are acting in. The rate shall be assessed in consultation with the Executive Manager Workforce and the relevant Manager.

37.4. If an Employee is acting in a higher position on a public holiday, payment will be made at the higher rate if the Employee acts in the higher position on the days before and after the holiday.

37.5. Leave taken while undertaking higher duties will be paid at the Employee's ordinary rate. Leave taken after six (6) months of continuous Higher Duties will be paid at the Higher Duties rate.



**38. TRAVELLING AND VEHICLE ALLOWANCE**

- 38.1. An Employee required and authorised by Maari Ma to use their own vehicle in the course of their own duties will be paid an allowance of \$0.99 per kilometre. The Employee will be required to provide reasonable evidence for the purposes of reimbursement.
- 38.2. An Employee who is required to work at place away from their normal place of work will be paid at their minimum hourly rate of pay for all time reasonably spent travelling to and from the place of work.

**39. SUPERANNUATION**

- 39.1. Maari Ma will pay superannuation contributions in accordance with the *Superannuation Guarantee Charge Act 1992* (Cth).
- 39.2. Superannuation contributions will be made into:
- (a) a complying MySuper superannuation fund nominated by the Employee; or if the Employee has not nominated such a fund,
  - (b) the Employee's existing stapled superannuation fund; or if the Employee does not have an existing stapled superannuation fund,
  - (c) Maari Ma's default fund's MySuper product.

**40. PAYMENT OF WAGES**

- 40.1. The payment of Employee wages or salaries shall be made fortnightly in arrears by electronic funds transfer into an account or accounts nominated by the Employee.
- 40.2. Where an underpayment of wages has occurred, Maari Ma will inform the Employee and make an adjustment for the wages in the next pay period or as soon as practicable.
- 40.3. Where an underpayment of wages results in an underpayment greater than 10 per cent of the calculated hourly rate multiplied by actual hours worked, Maari Ma will make adjustment to wages by the end of the pay period upon being notified by the Employee.
- 40.4. Where an overpayment of wages has occurred, Maari Ma will inform the Employee as soon as possible and together will identify a reasonable plan for the Employee to pay back the monies, keeping in mind the capacity of the Employee, the amount of money and the period during which the overpayment occurred. Any salary deductions will only occur with the written authority of the Employee.

**41. ANNUALISED SALARIES**

- 41.1. For the purpose of calculating the weekly equivalent of the annual salary rates prescribed by this clause, the divisor of 52.17857 will be used. All calculations required to be made under this Agreement for the purpose of determining hourly amounts payable to an Employee will be calculated on the weekly equivalent of the annual salary.

**42. WAGE INCREASES DURING LIFE OF AGREEMENT**

42.1. Wages will be increased as follows:

- (a) 3.00% per annum from the first full pay period occurring after 1 July 2023;
- (b) 4.00% per annum from the first full pay period occurring after 1 July 2024;
- (c) 3.00% per annum from the first full pay period occurring after 1 July 2025; and
- (d) 3.00% per annum from the first full pay period occurring after 1 July 2026.

42.2. It is acknowledged that:

- (a) the 3.00% per annum increase was paid to Employees from the first full pay period occurring after 1 July 2023; and
- (b) the 4.00% per annum increase was paid to Employees from the first full pay period occurring after 1 July 2024.
- (c) the current pay rates set out in Schedule 7 are inclusive of the increases in (a) and (b) above.

42.3. If Maari Ma receives indexation payments from its primary funding providers of more than 3.00%, that additional increase amount will be passed on to the maximum possible extent.

**43. SALARY PACKAGING**

43.1. Maari Ma has Public Benevolent Institution (**PBI**) status with the Australian Taxation Office (**ATO**). PBI status provides some significant tax concessions for Employees relating to non-cash payments via a salary sacrificing mechanism within any Fringe Benefits Tax year (which is from 1 April through to 31 March the following year).

43.2. Maari Ma wishes to maximise the benefits offered under a PBI status. Salary packaging offers an array of options to staff and will assist Maari Ma in retaining, rewarding and attracting quality staff. As long as Maari Ma maintains its PBI status, salary packaging will remain a choice for its Employees. In the event that Maari Ma ceases to attract fringe benefits tax exemption, in whole or part, all salary packaging arrangements will be terminated.

43.3. Maari Ma retains the right to select the salary packaging provider that the Employees may use. Maari Ma reserves the right to review, alter or discontinue salary packaging in the event of changes in relevant taxation or other legislation.

43.4. Salary packaging is optional and Employees are under no obligation to package. Fringe benefits tax obligations over the current cap set by the ATO and any income tax liability are the responsibility of the Employee.

43.5. Maari Ma is under no obligation to honour any arrangements a new Employee may have had with a previous Employer.

43.6. Salary packaging is not available for casual Employees.

**PART 6 – HOURS OF WORK**

**44. ORDINARY HOURS OF WORK**

- 44.1. The ordinary hours of work for a full-time Employee, exclusive of meal times, will be an average of thirty eight (38) hours per week, seventy six (76) hours per fortnight or one hundred and fifty two (152) hours within a 4 week period.
- 44.2. The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 44.3. Each Employee must be free from duty for not less than two full days in each week (Monday-Sunday) and take one accrued day off in each four weekly period or else by mutual agreement with their manager.
- 44.4. The hours of work on any day will be continuous except for meal breaks.

**45. ACCRUED DAYS OFF**

- 45.1. Full-time Employees are eligible for Accrued Days Off (ADO), which are accrued as a result of working an eight (8) hour day instead of a 7.6 hour day.
- 45.2. ADO may be taken in any arrangement of hours, part days or full days.
- 45.3. The taking of an ADO will be determined by mutual agreement with the relevant Manager, having regard to operational requirements and the needs of the service.
- 45.4. Where there is agreement between Maari Ma and the Employee, an Employee may accrue up to a maximum of five (5) ADOs.
- 45.5. Any ADOs accrued but not taken on the date of termination of employment will be paid out at ordinary rates.
- 45.6. ADOs are not available for part-time or casual Employees.

**46. SPAN OF HOURS**

- 46.1. The ordinary hours of work are between 7.00am and 7.00pm Monday to Friday. Maari Ma's core operation hours are 8.30am to 5.00pm Monday to Friday.
- 46.2. Maari Ma will negotiate start and finish times with an Employee in accordance with the requirements of the workplace. Maari Ma will make every effort to schedule hours of work with the Employee in a manner that is fair and equitable, and which takes into account the preferences of the individual Employee.

**Example:**

Where an employee has family or study commitments, Maari Ma will attempt to accommodate these commitments. However, hours of work must be arranged to ensure that the workplace can operate effectively and services delivered to the community. This means that Maari Ma may not always be able to accommodate the employee's preferences. The employee must observe the start and finish times, including designated breaks.

**47. BREAKS**

***Meal breaks***

- 47.1. An Employee who works in excess of five hours will be entitled to an unpaid meal break of a minimum of 30 minutes and not more than 60 minutes.
- 47.2. The time of taking the meal break may be varied by agreement between Maari Ma and the Employee.

***Rest breaks***

- 47.3. Every Employee will be entitled to a paid ten (10) minute break after every 4 hours worked at a time to be agreed between Maari Ma and the Employee.
- 47.4. Subject to agreement between Maari Ma and the Employee, such breaks may alternatively be taken as one twenty (20) minute break.
- 47.5. Rest breaks will count as time worked.

***Rest breaks during overtime***

- 47.6. Employees working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked, if they are required to continue to work after the break.

***Rest breaks between rostered work***

- 47.7. An Employee will be entitled to a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another work period or shift.
- 47.8. By mutual agreement between Maari Ma and an Employee, the 10 hour rest break may be reduced to 8 hours.
- 47.9. If, on the instruction of Maari Ma, an Employee resumes or continues to work without having had ten consecutive hours off duty, or eight hours as agreed, they will be paid at the rate of double time until released from duty for such period.

**48. BREASTFEEDING / LACTATION BREAKS**

- 48.1. This clause applies to Employees who are lactating parents.
- 48.2. A lactation break is provided for breastfeeding or expressing milk for children aged 12 months or less.
- 48.3. The Employer will provide suitable and reasonable workplace facilities for Employees for the purposes of expressing milk or breastfeeding.
- 48.4. Full-time Employees will be entitled to one paid breastfeeding/lactation break of up to 60 minutes per day or shift.
- 48.5. Part time Employees:
  - (a) working more than 6 hours and less than 8 hours per day will be entitled to a one paid breastfeeding lactation break of up to 45 minutes per day or shift.

- (b) working more than 4 hours and less than 6 hours per day will be entitled to a one paid breastfeeding lactation break of up to 30 minutes per day or shift.

48.6. Breastfeeding/ lactation breaks can be taken by mutual agreement between the Employee and their manager, having regard to operational requirements and the needs of the service, provided that the total breastfeeding/lactation break is not exceeded.

**49. OVERTIME**

49.1. Overtime will be payable in accordance with this clause.

49.2. The Employee must have pre-approval from their Manager before overtime is worked or the Employee must be specifically directed to work additional hours for overtime to be payable.

49.3. Employees at Operations Level 11 and 12 in Schedule 4 will be excluded from receiving payment for overtime. These classifications are Executive Managerial or senior professional positions and their salary is inclusive of compensation to work reasonable overtime.

49.4. Overtime penalty rates are calculated on the minimum hourly rate of pay.

49.5. Overtime will be paid in accordance with the following table:

- (a) Full-time and part-time employees

<b>Circumstance</b>	<b>Monday to Saturday</b>	<b>Sunday</b>	<b>Public Holidays</b>
For full-time Employees, all work: (a) In excess of 38 hours per week; and/or (b) In excess of 10 hours per shift; and/or (c) Outside the span of hours.	150% for the first two hours. 200% after two hours.	200%	250%
For part-time Employees, all work: (a) In excess of agreed ordinary hours, except where agreement has been reached in accordance with clause 20.4; and/or (b) In excess of 10 hours per shift; and/or (c) Outside the span of hours; and/or; (d) In excess of 38 hours per week.	150% for the first two hours. 200% after two hours.	200%	250%

(b) Casual employees

Circumstance	Monday to Saturday	Sunday	Public Holidays
For casual employees, all work: (a) In excess of 38 hours per week; and/or (b) In excess of 10 hours per shift; and/or (c) Outside the span of hours.	175% for the first two hours. 225% after two hours.	225%.	275%.

49.6. Full-time employees who accrue an ADO in accordance with clause 45 will be entitled to overtime for work in excess of 40 hours per week.

**Rest period after overtime**

49.7. If an Employee works so much overtime between the end of their hours on one day and the start of ordinary hours on the next day that they do not have at least 10 consecutive hours off duty, Maari Ma will:

- (a) release the Employee after the end of the overtime until the Employee has had at least 10 consecutive hours off duty; and
- (b) pay the Employee for any ordinary working time that falls within the 10 hour period.

49.8. If Maari Ma requires the Employee to resume work prior to the 10 hours off duty has occurred, or continue work before the Employee has had 10 consecutive hours off duty, the Employee will be paid 200% of their minimum hourly rate until the Employee is released for 10 consecutive hours. Once the Employee is released from duty, Maari Ma will pay the Employee for any ordinary working time that falls within the 10 hour period.

**Time off in Lieu of Payment for Overtime (TOIL)**

49.9. Instead of receiving payment for overtime, Employees (excluding casual Employees) may elect to be compensated by way of time off in lieu of overtime (TOIL).

49.10. The Employee must have pre-approval from their Manager before overtime is worked or must be specifically directed to work additional hours for TOIL to be available.

49.11. TOIL will be accrued on an hour for hour basis.

49.12. TOIL is to be taken at ordinary rates within six (6) months of it being accrued, at a time mutually agreed between Maari Ma and the Employee.

49.13. Where it is not possible for an Employee to take the TOIL within the six (6) month period, the TOIL will be paid as overtime at the applicable overtime rate for the hours worked.

49.14. TOIL accrued but not taken on the date of termination will be paid at the applicable overtime rate for the hours worked.

Examples:

An employee may work three hours of overtime and chooses to use the hours to take time off instead of being paid the overtime. The employee and their manager agree that the employee can use the three hours accrued for when the employee has to attend a morning medical appointment. The employee will be paid for the three hours off work at their minimum hourly rate of pay.

An employee works two hours of overtime on Saturday and chooses to use the hours to take time off instead of being paid the overtime. After a six month period, the employee has not taken the time off. The employee will be paid the two overtime hours worked at the relevant overtime rate.

49.15. Employees cannot be compelled to take TOIL instead of payment for overtime.

49.16. TOIL does not apply to Employees classified at Operations Level 11 and 12.

49.17. Records of all TOIL owing to Employees and taken by Employees will be maintained by the Employer.

**50. PENALTY RATES**

50.1. Maari Ma does not require Employees to work ordinary hours on Saturdays, Sundays and Public Holidays.

50.2. Any work required to work on Saturdays, Sundays and Public Holidays will be paid at rates in accordance with clause 49.

**51. ON CALL ALLOWANCE AND RECALL TO DUTY**

51.1. An Employee who is required to remain on-call and in readiness to be recalled to work after ordinary hours will be paid an allowance as follows:

- (a) \$24.30 for any 24 hour period or part thereof, Monday to Saturday; and
- (b) \$48.48 for any 24 hour period of part thereof on Sundays or Public Holidays.

51.2. An Employee who is on-call and is recalled for duty for any period during an off duty period, will be paid from the time from receiving recall until the time of finishing recall duty, with a minimum of one hour's payment for such recall in accordance with the following table:

<b>Circumstance</b>	<b>Rate</b>
Within a spread of 12 hours from the commencement of the last period of ordinary duty	150%
Outside a spread of 12 hours from the commencement of the last period of ordinary duty	200%
Public Holidays	200%

51.3. An Employee who is recalled to duty and as a result does not have an uninterrupted break of 6 hours between midnight and the time of commencement of their next period of ordinary duty will be entitled to six (6) hours off duty from the time of finishing the recall to duty work without loss of pay for the ordinary hours falling within that six (6) hour period.

- 51.4. An Employee who is recalled to work overtime during an off duty period and which is not continuous with the next rostered period of duty will be paid for a minimum of three (3) hours' work at the appropriate overtime rate.

## **PART 7 – LEAVE**

### **52. ANNUAL LEAVE**

- 52.1. Full-time Employees are entitled to accrue 25 working days (5 weeks) annual leave per year of continuous paid service.
- 52.2. Part-time Employees will accrue annual leave on a pro-rata basis per year of continuous paid service.
- 52.3. Annual leave accrues fortnightly and is accessible (once accrued) from commencement of employment.
- 52.4. Leave loading of 17.5% is payable on all annual leave entitlements. This loading is applicable when annual leave is paid upon termination.
- 52.5. Annual leave must be applied for and approved in advance. Maari Ma will not unreasonably refuse to agree to a request by an Employee to take annual leave, provided that reasonable notice of the request is given by the Employee and that the granting of the request does not cause significant disruption to the operational requirements of Maari Ma.

#### ***Excessive annual leave***

- 52.6. An Employee has an excessive annual leave accrual if the Employee has accrued in excess of 10 weeks.
- 52.7. Where an Employee has an excessive annual leave accrual, Maari Ma and the Employee will discuss the situation and agree on an arrangement for the Employee to take a period of annual leave to reduce or eliminate the excessive leave accrual.

#### ***Direction by Maari Ma***

- 52.8. Where agreement is not reached between Maari Ma and the Employee through discussion, Maari Ma may direct the Employee to take annual leave to reduce the excessive leave accrual.
- 52.9. A direction under subclause 52.8:
- (a) 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 6 weeks (when other paid annual leave arrangements are taken into account);
  - (b) Must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (c) Must not be inconsistent with any other leave arrangement agreed by the Employer and the Employee.

#### ***Request by Employee***

- 52.10. Where agreement is not reached between Maari Ma and the Employee through discussion, the Employee may give written notice of the request to take one or more periods of annual leave.
- 52.11. The written notice under subclause 52.10 can only be given by if the Employee:



- (a) has had an excessive leave accrual for more than 6 months; and
- (b) has not been given a direction by Maari Ma under subclause 51.8 that together with other annual leave arrangements will eliminate the employee's excessive leave accrual.

52.12. The notice under subclause 52.10:

- (a) must not be inconsistent with any leave arrangement agreed by Maari Ma and the Employee.

52.13. An Employee is not entitled to request more than 5 weeks' paid annual leave in any 12 month period.

52.14. This Agreement allows for annual leave to be taken in a minimum period of one hour. However where Maari Ma believes that an Employee is reducing their annual leave entitlement by taking small amounts on a regular basis and the Employee will not be able to take a block of annual leave of at least one (1) week to provide a respite from the workplace, Maari Ma may reject further applications for small amounts of annual leave.

### **Cashing out annual leave**

52.15. Employees may apply to cash out annual leave under the following conditions:

- (a) The Employee must retain an entitlement to at least four (4) weeks paid annual leave.
- (b) There is a separate agreement in writing on each occasion that leave is cashed out.
- (c) Maari Ma must not exert undue influence or undue pressure on an Employee to agree to cash out an amount of annual leave.
- (d) The Employee must be paid at least the full amount that would have been payable had the annual leave been taken (including leave loading).

## **53. PERSONAL/CARER'S LEAVE**

53.1. Personal leave covers both sick and carer's leave and shall be in accordance with the NES under the Act.

53.2. For the purpose of this clause the following definition applies:

"Immediate Family" means:

- (a) A spouse, de facto partner, same sex partner, child, parent, grandparent, grandchild or sibling of the Employee.
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- (c) Extended family relationships represented by Aboriginal and Torres Strait Islander kinship structures provided that such relationships can be demonstrated.

**Note:**

This definition includes step-relations (such as step-parents and step-children). The Employee does not need to live with their immediate family for them to meet the definition.

A household member is any person who lives with the Employee - they don't need to be a relative.

53.3. An Employee who is absent from work shall be entitled to leave of absence without deduction of pay where the Employee is absent due to:

- (a) personal illness or injury (sick leave); or

- (b) for the purposes of caring for an immediate family or household member who is sick or injured or to help during a family emergency (carer's leave).

53.4. The unused balance of personal leave is not paid on termination of employment.

53.5. The Employee will be entitled to payment for any absence from work if all of the following conditions are met:

- (a) The Employee notifies Maari Ma promptly prior to the scheduled commencement of their shift of their absence.
- (b) The Employee advises Maari Ma of the expected length of absence and regularly updates Maari Ma if that length of absence varies from the initial notification.
- (c) For any absence exceeding two (2) days, the Employee must, on return to work or earlier, produce a certificate from a duly registered health practitioner (in relation to the area of practice), specifying that the Employee is unfit for work during the period of absence because of personal illness, injury or the need to provide care for a relevant person who had an illness or injury.
- (d) The Employee has accrued the necessary personal leave entitlements. Where the Employee does not have any accrued personal leave, the absence shall be unpaid leave unless the Employee requests and Maari Ma agrees to use ADOs, TOIL or annual leave.
- (e) Notwithstanding (c) above, should the conditions stated in (a), (b) and (d) not be met, the absence shall not be approved and will remain unpaid.

53.6. An Employee, including a casual Employee, is entitled to two (2) days unpaid carers leave for each occasion when a member of the Employee's immediate family or household requires care or support because of personal illness, injury or an unexpected emergency. For full time and part time employees, this leave is only available after paid leave entitlements are exhausted.

53.7. Maari Ma recognises that close friends and family pets can be an important part of Employees' lives, and that pets can be considered as part of a family. However, Employees are not entitled to carer's leave or compassionate leave if those people and pets don't fit the definition of immediate family or household member. In such cases, Maari Ma may make arrangements for Employees to take other available leave (e.g. annual leave, TOIL, ADO or unpaid leave).

#### **54. COMPASSIONATE LEAVE**

54.1. Full-time and part-time Employees shall have an entitlement to paid compassionate leave and casual Employees shall have an entitlement to unpaid compassionate leave.

54.2. For the purpose of this clause, the following definition applies:

"Immediate Family" means:

- (a) A spouse, de facto partner, same sex partner, child, parent, grandparent, grandchild or sibling of the Employee.
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

54.3. Extended family relationships represented by Aboriginal and Torres Strait Islander kinship structures provided that such relationships can be demonstrated.

Note:

This definition includes step-relations (such as step-parents and step-children). The Employee does not need to live with their immediate family for them to meet the definition.

A household member is any person who lives with the Employee - they don't need to be a relative.

- 54.4. Employees shall be entitled to two (2) days compassionate leave per occasion to spend time with a member of their immediate family or household who has sustained a life threatening illness or injury.
- 54.5. Compassionate leave may also be taken after the death of a member of the Employee's immediate family or household.
- 54.6. Compassionate leave may also be taken if:
- (a) a baby in the Employee's immediate family or household is stillborn;
  - (b) the Employee, or the Employee's current spouse or partner has a miscarriage.
- 54.7. The two (2) days may be taken in a single unbroken period of two (2) days or two separate periods of one (1) day as agreed by Maari Ma and the Employee.
- 54.8. Employees shall be entitled to five (5) days compassionate leave specifically in the event of the death of a spouse, de facto partner, same sex partner, child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of a spouse, de facto or same sex partner of the Employee.
- 54.9. The five (5) days may be taken in a single unbroken period of five (5) days or two separate periods as agreed by Maari Ma and the Employee.

**55. PUBLIC HOLIDAYS**

- 55.1. Maari Ma does not require its Employees to work on Public Holidays. When a Public Holiday occurs on a day an Employee (other than a casual Employee) would normally be rostered to work, they will be paid for that day as ordinary hours worked.
- 55.2. Any day gazetted under the *Public Holidays Act 2010* (NSW) will be recognised as a public holiday under this Agreement.
- 55.3. Public holidays occurring during a period of unpaid leave will not be paid.

**56. PARENTAL LEAVE**

- 56.1. Parental Leave shall be in accordance with the NES under the Act.
- 56.2. Employees are entitled to up to 12 months unpaid leave, plus a right to request an additional 12 months unpaid leave, plus other forms of maternity, paternity and adoption-related leave as set out in the Act.
- 56.3. Full-time or part-time Employees who have completed at least 40 weeks continuous service and is the birth parent will also be entitled to eight (8) weeks paid parental leave paid at the Employee's ordinary rate of pay.
- 56.4. Full-time Employees will be entitled to paid parental leave calculated on 38 hours per week.

- 56.5. Part-time Employees will be entitled to paid parental leave calculated on their usual weekly hours. Where no usual weekly hour pattern exists, they shall be paid the average of the hours worked over the preceding 6 weeks or 6 months immediately before commencing paid parental leave, whichever is greater.
- 56.6. Parental leave may be taken at half pay over 16 weeks.
- 56.7. Employees who have completed at least 40 weeks of continuous service and whose spouse or partner is pregnant or is taking custody of a child, are entitled to two (2) weeks' paid leave paid at their ordinary hours and rate of pay.
- 56.8. Such leave may be taken at the time of birth or a time approved by Maari Ma.

## **57. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 57.1. Maari Ma recognises that Employees may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Domestic violence includes physical, sexual, financial, verbal or emotional abuse by a family member. Therefore, Maari Ma is committed to the support and assistance (including but not limited to counselling, work flexibility and safety planning) for Employees who experience domestic violence.
- 57.2. Employees are entitled to ten days' paid leave to deal with family and domestic violence. This leave is available in full at the commencement of each year of service but does not accumulate from year to year.
- 57.3. This leave can be taken if the Employee:
- (a) is experiencing family and domestic violence; and
  - (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do so outside their ordinary hours of work.
- 57.4. In order to access this leave, you must provide notice to the Executive Manager Workforce or CEO as soon as practicable that you intend to take such leave as well as the expected period of leave.
- 57.5. An Employee experiencing family and domestic violence may also access special leave in accordance with provisions contained in clause 59 – Special Leave of this Agreement and Maari Ma's "Domestic Violence Workplace Policy".
- 57.6. Maari Ma may require the employee to support their leave application through evidence.

## **58. LEAVE WITHOUT PAY**

- 58.1. An Employee may apply for leave without pay in certain circumstances. Applications for such leave must be accompanied by a statement of the circumstances supporting the application.
- 58.2. Leave without pay for periods of up to ten (10) days may be approved by the Employee's Manager.
- 58.3. Leave without pay for periods of more than ten (10) days must be approved by the CEO or their delegate.
- 58.4. Where an Employee over a 12 month period has taken leave without pay which collectively is in excess of 10 days, any subsequent leave without pay applications must be approved by the CEO or their delegate. The 12 month period will commence on 1 January annually.

**59. SPECIAL LEAVE**

- 59.1. Special leave is paid leave that covers special circumstances, situations and emergencies not provided for elsewhere under this Agreement by other forms of leave.
- 59.2. The CEO may request that an Employee utilise other accrued leave options when considering granting special leave.
- 59.3. Special leave counts as service for all purposes.

**60. LONG SERVICE LEAVE**

- 60.1. For the purpose of this clause, the following definition applies:

“Month” means: 4.33 weeks.

- 60.2. A full- time or part-time Employee shall be entitled to two (2) months long service leave on full pay after 10 years of continuous service.
- 60.3. After 10 years of continuous service, additional long service shall accrue on the basis of five (5) months long service leave on full pay for each 10 years' service.
- 60.4. Employees with at least seven (7) years' continuous service and less than 10 years' continuous service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two (2) months' long service leave for 10 years' service on full pay.
- 60.5. Where the services of an Employee with at least five (5) years' continuous service and less than seven (7) years' continuous service are terminated by Maari Ma for any reason other than serious misconduct, or by the Employee on account of illness, incapacity or domestic or other pressing necessity, the Employee shall be entitled to be paid a proportionate amount for long service leave on the basis of two (2) months' long service leave for ten years' continuous service.
- 60.6. Where the services of an Employee with at least seven (7) years and less than 10 years' service are terminated by Maari Ma or by the Employee, the Employee shall be entitled to be paid a proportionate amount for long service leave on the basis of two (2) months' long service leave for 10 years' service.
- 60.7. Continuous Service shall not include any period of leave without pay, except in the case of Employees who have completed at least 10 years' service (any period of absence without pay being excluded there from), in which case service shall include any period of leave without pay, not exceeding six (6) months.
- 60.8. An Employee with an entitlement to long service leave may elect to access such entitlement:
  - (a) on full pay;
  - (b) on half pay; or
  - (c) on double pay.

- 60.9. When an Employee takes long service leave, the leave entitlement will be deducted from the leave accrual on the following basis:
- (a) A period of leave on full pay - the number of days taken.
  - (b) A period of leave on half pay - half the number of days so taken.
  - (c) A period of leave on double pay - twice the number of days taken.
- 60.10. Long service leave is exclusive of a public holiday that falls during the period of leave.
- 60.11. Long Service Leave shall be taken at a time mutually arranged between Maari Ma and the Employee.
- 60.12. Long service leave is to be taken in minimum periods of five (5) days.
- 60.13. Long service leave may be taken in periods of less than five (5) days where agreed.
- 60.14. In the event of the death of an Employee, Maari Ma shall pay the executor of the Employee's estate all long service leave accrued and not taken.

#### **61. STUDY, TRAINING & CONFERENCE LEAVE**

- 61.1. "Study, Training & Conference Leave" means leave for the purpose of approved professional development activities or study initiated by the Employee to maintain and advance their skills and expertise to meet Maari Ma's strategic and service objectives.
- 61.2. Maari Ma may provide approval for an Employee to take up to five (5) days paid leave each financial year, where the Employee is participating in an approved accredited training or education program of their own undertaking that may have a direct benefit to the enhancement of an Employee's performance in their job.
- 61.3. Applications for study leave will be considered on their individual merits and will be assessed on the basis of the study having a direct current or future benefit to Maari Ma in relation career development and succession planning consistent with strategic and service objectives. Payment of expenses will be relative to the organisational requirement for the training to be undertaken.
- 61.4. At Maari Ma's discretion, leave in excess of five (5) days per financial year may be approved.
- 61.5. Such leave is not cumulative or paid out on termination.

#### **62. CONTINUING PROFESSIONAL DEVELOPMENT LEAVE**

- 62.1. Continuing Professional Development (CPD) means training that an Employee is required to undertake in order to maintain their registration or currency of their overarching qualification (i.e. Nurses, Health Professional, and Aboriginal Health Practitioners).
- 62.2. Where an Employee is required to undertake CPD in order to maintain their occupation registration or currency of their overarching qualification, including attendance at professional conferences and seminars which contribute to CPD hours and credentialing requirements, Maari Ma may provide support of up to three (3) days paid CPD leave per financial year.
- 62.3. Applications for CPD must be approved by Maari Ma prior to the training being undertaken.

62.4. Maari Ma is not responsible for paying for or reimbursing the Employee for any costs associated with CPD including tuition fees, travel or meals.

62.5. Such leave is not cumulative or paid out on termination.

### **63. NAIDOC LEAVE**

63.1. An Employee (other than a casual Employee) who identifies as Australian Aboriginal and/or Torres Strait Islander or an Employee who is part of an Aboriginal family, may be granted a part day or up to one (1) full day paid leave to participate in NAIDOC Week celebrations.

63.2. This leave is not cumulative and does not deduct from any other leave entitlements.

### **64. CEREMONIAL/CULTURAL LEAVE**

64.1. An Employee who is legitimately required by Aboriginal or Torres Strait Islander or other cultural/ethnic tradition to be absent from work for ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one year with the approval of Maari Ma.

64.2. Applications for ceremonial leave must be made in writing at least two (2) weeks prior to the commencement of the leave requested.

### **65. JURY SERVICE**

65.1. Jury service shall be in accordance with the NES. The employee must notify Maari Ma as soon as possible if required to attend jury service and the date(s) of attendance.

65.2. The Employee will be required to provide Maari Ma with proof of attendance, which includes the duration of such attendance and the amount of money received in respect of any jury service.

65.3. Full-time and part-time employees will be paid 'make-up pay' for the first 10 days of jury selection and jury duty. Make-up pay is the difference between any jury duty payment the employee receives (excluding any expense-related allowances) from the court and the employee's base pay rate for the ordinary hours they would have worked.

65.4. The Employee will be required to notify Maari Ma of monies received for serving jury duty to enable Maari Ma to make up the difference between such monies and their normal earnings.

65.5. Casual Employees required to attend for jury service will be granted the necessary leave without pay to fulfil those requirements.

65.6. An Employee called up and subsequently not required for jury service will be expected to return to work as soon as practicable after being informed that they are not required.

65.7. If the Employee is empanelled on a jury, the Employee will not be required to attend work until completion of the jury service.

65.8. Should the Employee be concerned that their absence from Maari Ma while on jury service may have an unreasonably adverse effect on operational requirements of their team, the Employee is encouraged to discuss the matter with their Manager.

**66. COMMUNITY SERVICE LEAVE**

- 66.1. Employees can access community service leave in accordance with the NES for certain activities such as voluntary emergency management activities. Community service leave is unpaid.
- 66.2. A 'Voluntary Emergency Management Activity' involves:
- (a) Engagement in an activity that involves dealing with an emergency or natural disaster;
  - (b) The Employee engages in the activity on a voluntary basis;
  - (c) The Employee was either requested to engage in an activity, or it would be reasonable to expect that such a request would have been made if circumstances permitted; and
  - (d) The Employee is a member of, or has a membership-like association with a 'recognised emergency management body'.

**Examples:**

A voluntary emergency management body includes the State Emergency Service, Rural Fire Service, Country Fire Authority or other bodies which assist with emergencies and natural disasters.

It can also include the RSPCA in circumstances of animal rescue during emergencies or natural disasters.

- 66.3. An Employee is entitled to take community services leave while they are engaged in the activity and for reasonable rest and travel time.
- 66.4. An Employee must provide Maari Ma with notice of the absence as soon as possible (this may be after the leave starts) and the period or expected period of absence.

**67. NATURAL DISASTER LEAVE**

- 67.1. In the case of a required absence from work as a result of or possible threat of bushfires, flood, cyclone or earthquakes (as advised by Bureau of Meteorology, Rural Fire Service or any other statutory authority), an Employee will be paid their ordinary hours of work for up to 14 days. This leave applies in the following circumstances:
- (a) An Employee is prevented from travelling to their usual residence or place of work.
  - (b) An Employee must cease work early to return home to ensure their own safety, to protect their family or property, or transport facilities may be later disrupted or discontinued.
  - (c) An Employee is required to remain at home to safeguard their property.

**68. WORKPLACE DELEGATES RIGHTS**

- 68.1. In this clause:

"delegate's organisation" means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected.

"eligible employees" means members and persons eligible to be members of the delegate's organisation who are employed by Maari Ma.

"employee organisation" has the meaning given by section 12 of the Act.



“enterprise” has the meaning given by section 12 of the Act.

“workplace delegate” has the meaning given by section 350C(1) of the Act.

68.2. This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, Maari Ma is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if Maari Ma has complied with this clause.

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

68.4. An Employee who ceases to be a workplace delegate must give written notice to the Maari Ma within 14 days.

68.5. Right of representation

- (a) A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
  - (i) consultation about major workplace change;
  - (ii) consultation about changes to rosters or hours of work;
  - (iii) resolution of disputes;
  - (iv) disciplinary processes;
  - (v) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate’s organisation with enterprise bargaining; and
  - (vi) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

68.6. Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 68.5. This includes discussing membership of the delegate’s organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

68.7. Entitlement to reasonable access to the workplace and workplace facilities

- (a) Maari Ma must provide a workplace delegate with access to or use of the following workplace facilities:
  - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by Maari Ma to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

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- (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) Maari Ma is not required to provide access to or use of a workplace facility under clause 68.7(a) if:
- (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) Maari Ma does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

68.8. Entitlement to reasonable access to training

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

68.9. Exercise of entitlements under this clause

- (a) A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (i) comply with their duties and obligations as an Employee;

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- (ii) comply with the reasonable policies and procedures of Maari Ma, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (iii) not hinder, obstruct or prevent the normal performance of work; and
  - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) This clause does not require Maari Ma to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) This clause does not require an eligible employee to be represented by a workplace delegate without the Employee's agreement.

NOTE: Under section 350A of the Act, Maari Ma must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 68.

**69. CHRISTMAS CLOSURE LEAVE**

- 69.1. Maari Ma will close during the Christmas/New Year period. This period includes the Public Holidays of Christmas, Boxing Day, New Year's Day and an additional Public Holiday on a date to be nominated during this period.
- 69.2. Full-time Employees will be entitled to three (3) days paid leave during this period.
- 69.3. Part-time Employees will be entitled to paid leave during this period on the days they would normally be rostered to work.
- 69.4. Casual Employees are not entitled to paid leave.
- 69.5. This leave is not cumulative and is deemed as ordinary paid hours.
- 69.6. Employees will be advised of the dates of the Christmas closure period no later than the 1st October to allow sufficient time for leave planning.

## **PART 8 – OTHER COMMITMENTS AND EXPECTATIONS**

### **70. SMOKE-FREE AND VAPE-FREE WORKPLACE**

70.1. As a primary health organisation with a commitment to tackling Indigenous smoking/vaping, Maari Ma discourages both active and passive smoking/vaping and encourages healthy lifestyle options. Employees are expected to model conduct which is consistent with these objectives while at work. This includes not smoking/vaping at work (unless on an authorised break), during work related activities and while in uniform, including while wearing a uniform outside of working hours.

### **71. DISCRIMINATION, HARASSMENT AND BULLYING**

71.1. Maari Ma is committed to providing a safe and healthy work environment for all Employees that is free from harassment, discrimination and bullying. This means that Maari Ma will take all reasonable steps to prevent any unwanted harassment, discrimination or bullying behaviours in the workplace.

71.2. The Act (see s789FD of the Act) provides that a worker is bullied at work if:

- (a) While at work an individual or group of individuals repeatedly behaves unreasonably towards the worker, or a group of workers of which the worker is a member: and
- (b) That behaviour creates a risk to health and safety.

71.3. Bullying does not include any legitimate or reasonable use of performance management processes, disciplinary action, allocation of work in compliance with systems, implementation of organisational change or downsizing, action taken to transfer or redeploy a staff member, or a decision not to promote or reclassify an Employee.

71.4. It is the responsibility of all Employees to behave in a manner that complies with Maari Ma's policies related to bullying, harassment and discrimination in the workplace. Any reports of bullying, harassment or discrimination will be treated seriously, and all reasonable steps taken to resolve the matter.

71.5. Employees found to have engaged in discrimination, bullying or harassment may be subject to disciplinary action that could include termination of employment.

### **72. WORKPLACE HEALTH AND SAFETY**

72.1. Maari Ma will promote and maintain the health, safety and wellbeing of Employees consistent with its obligations under the appropriate occupational health and safety legislation by:

- (a) Ensuring that Employees are in a work environment that is designed to meet their needs for health, safety and wellbeing.
- (b) Protecting the health and safety of all Employees and other persons at the workplace.
- (c) Implementing prevention strategies to prevent accidents and ill health caused by working conditions (such as but not limited to safe rostering practices).
- (d) Monitoring workplace health and safety issues and developing appropriate policies and strategies in consultation with Employees.

**73. EMPLOYEE WELLBEING**

***Employee Assistance Program***

73.1. An Employee Assistance Program (EAP) is available to provide a free, confidential and professional counselling service to help Employees resolve work related and personal problems.

***Vaccinations***

73.2. Access to influenza vaccinations will be provided on an annual basis to all Employees. Access to other relevant vaccinations will be provided to Employees who perform duties which place them at risk of infection (e.g. Hepatitis B). Vaccinations covered by this clause will be provided free of charge to Employees.

**74. TRANSITION TO RETIREMENT**

74.1. An Employee may request a reduction in working hours to assist in their transition towards retirement.

74.2. An Employee must make a written application giving a minimum of three (3) months' notice. Approval of a transition arrangement will take into consideration the likely impact on operational requirements.

74.3. The Employee will be required to nominate a retirement date and the transition arrangement will be for a maximum of twelve (12) months.

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

**75. CONFIDENTIALITY**

75.1. Employees must not reveal or use any confidential information acquired during their employment except for the express purpose of carrying out their employment responsibilities.

75.2. Confidential information refers to anything (written or oral) not publicly available and includes all information relating to the operations and activities of Maari Ma, including financial information, client information and anything else the organisation notifies the Employee as being confidential.

75.3. Nothing in this clause or in this Agreement will be taken in any way prohibiting or restricting disclosure of details of this Agreement by a Party to any other person.

**76. UNSATISFACTORY PERFORMANCE OR CONDUCT**

76.1. Where unsatisfactory performance or conduct is identified, action will be taken to address the issues. Any action taken to address the issues will be consistent with the principles of procedural fairness.

***Stage 1 – Informal Counselling***

76.2. Prior to commencing any formal unsatisfactory work performance or conduct process, the Employee's Manager must informally discuss the issue(s) with the Employee.

76.3. Unsatisfactory work performance or conduct should be addressed as and when it arises to provide employees with support and assistance to improve their performance or conduct at the earliest opportunity.

**Stage 2 – Formal disciplinary procedure**

- 76.4. In cases where informal counselling has proven unsuccessful, disciplinary procedures can be instigated by the Employer to address matters of unsatisfactory performance or conduct. Managers must seek the advice of the Human Resources Manager prior to commencing any formal disciplinary procedures.
- 76.5. The outcome may result in a first written warning which must indicate:
- (a) The standard of performance or conduct expected of the Employee.
  - (b) Where and how the Employee is not meeting this standard.
  - (c) The consequences if the Employee fails to improve their performance or conduct.
- 76.6. If the Employee does not improve his/her performance or conduct after being issued with a first written warning, the Employee will be issued with a final written warning stating that the Employee's employment may be terminated in the event of further performance or conduct issues.
- 76.7. It is not intended in this procedure that Maari Ma may only terminate an Employee for instances of the same disciplinary matter. Termination may occur for separate instances of any disciplinary matter where the Employee has indicated a lack of intention to adhere to the policies and procedures of Maari Ma and/or has failed to meet the requirements of Maari Ma after appropriate counselling and warning has taken place.
- 76.8. Nothing in this procedure shall limit the right of Maari Ma to summarily dismiss an Employee for serious misconduct.

**77. UNIFORMS AND LAUNDRY ALLOWANCE**

- 77.1. Personal presentation of Employees and maintaining professional standards is important to the image and reputation of Maari Ma. Employees are required to wear Maari Ma approved embroidered uniform tops (shirts, jumpers, jackets) during work hours and at work related community events.
- 77.2. Employees will be supplied with an initial set of uniform on commencement of employment comprised of five (5) shirts) and two (2) outer wear garments.
- 77.3. Employees will be provided with an allowance of up to \$140.00 per financial year to replace uniform items. Employees can accumulate this allowance up to \$280.00 over two financial years.
- 77.4. Uniforms are required to be returned to Maari Ma on termination of employment.

***Laundry Allowance***



- 77.5. Employees will be entitled to a laundry allowance as follows:
- (a) Full-time and part-time Employees: \$91.00 per year, or for casual employees, the lesser of \$0.35 per shift or part thereof, or \$1.75 per week.

Maari Ma Health Aboriginal Corporation Enterprise Agreement 2023

PART 9 – SIGNATORIES

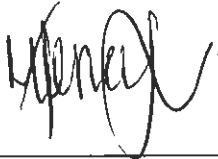
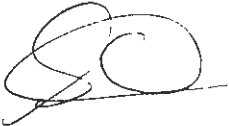
Maari Ma Health Aboriginal Corporation Enterprise Agreement 2023

Signed for and on behalf of Maari Ma Health Aboriginal Corporation ABN 39056645930 by its duly authorised representative (the Employer covered by this Agreement):

Signature	
Name	Richard Weston
Position	Chief Executive Officer
Authority to sign	CEO
Address	2 Oxide Street, Broken Hill NSW 2880
Date	4 Sept 2024
Witness	
Signature	
Name	Renae Roach
Address	2 Oxide Street, Broken Hill NSW 2880
Date	04.09.2024,

Maari Ma Health Aboriginal Corporation Enterprise Agreement 2023

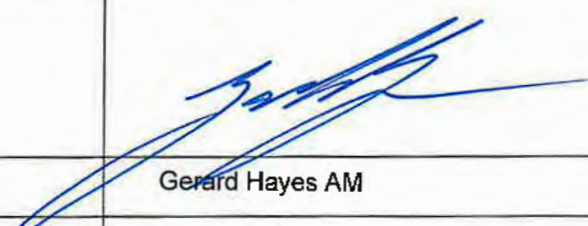

Signed for and on behalf of the Employees covered by this Agreement:

Signature	
Name	Lavinia Henderson
Position	Executive Manager Child and Family Services
Authority to sign	EMPLOYEE
Address	443 Argent Street, Broken Hill NSW 2880
Date	05/09/2024
Witness	
Signature	
Name	Serena Slater
Address	2 Oxide Street, Broken Hill NSW 2880
Date	5/9/24



*Maari Ma Health Aboriginal Corporation Enterprise Agreement 2023*

Signed for and on behalf of the HSU New South Wales / Australian Capital Territory / Queensland Branch, as a bargaining representative, by its duly authorised officer:

<b>Signature</b>	
<b>Name</b>	Gerard Hayes AM
<b>Position</b>	Secretary, Health Services Union NSW/ACT/QLD
<b>Authority to sign</b>	
<b>Address</b>	Health Services Union Level 2, 109 Pitt Street SYDNEY NSW 2000
<b>Date</b>	10th September 2024
<b>Witness</b>	
<b>Signature</b>	
<b>Name</b>	Lauren Hutchins
<b>Address</b>	Health Services Union Level 2, 109 Pitt Street SYDNEY NSW 2000
<b>Date</b>	10th September 2024

*Authority to sign Agreement on behalf of employees, pursuant to a delegation, is in accordance with Rule 40 of the Rules of the Health Services Union.*



.....  
Shaye Candish  
Branch Secretary  
Australian Nursing and Midwifery Federation  
New South Wales Branch  
50 O'Dea Ave  
WATERLOO NSW 2017



.....  
WITNESS  
Michael Whaites  
50 O'Dea Ave, Waterloo

*Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.*

## **SCHEDULE 1: ABORIGINAL HEALTH WORKERS / ABORIGINAL HEALTH PRACTITIONERS**

### **Aboriginal and/or Torres Strait Islander Health Workers**

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

- (a) An Aboriginal and/or Torres Strait Islander Health Worker Trainee (Entry) (Health Worker Trainee) - Grade 1 means an employee in their first year of service who will generally have no direct experience in the provision of Aboriginal and/or Torres Strait Islander health services.
- (b) They will provide primary health services education and liaison duties under the direct supervision of more senior employees.
- (c) Maari Ma 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.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Emerging".

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

- (a) An Aboriginal and/or Torres Strait Islander Health Worker Trainee (Health Worker Trainee) - Grade 2 means an employee in their second year of service or an employee who 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.

##### **2.1. 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.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Emerging".

##### **2.2. 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.

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

(a) An Aboriginal and/or Torres Strait Islander Health Worker (Generalist Health Worker) - Grade 3 means:

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

(b) A Generalist Health Worker - Grade 3 means:

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

#### **3.1. Scope of the role – Grade 3**

(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 or 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.

### **3.2. Required skills and knowledge – Grade 3**

- (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.

#### 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 is required to maintain registration with AHPRA as a condition of their employment and 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 AHPRA.

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.

(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 is required to maintain registration with AHPRA as a condition of their employment and hold a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care Practice, or equivalent).

Employees at this level will have **Aboriginal and/or Torres Strait Islander knowledge and cultural skills** Level “Competent”.

##### 4.1. Scope of the role – Grade 4

An Employee working within Grade 4 is expected to 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; and
- (e) exercise good communication and interpersonal skills where client liaison advocacy and supervisory responsibilities apply.

##### 4.2. Required skills and knowledge – Grade 4

Grade 4 employees 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.

#### **4.3. Range of activities – Grade 4**

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) provide outreach services;
- (c) develop and monitor a case plan;
- (d) 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,
- (e) 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,

- (f) 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;
  - assist with initial diagnosis and needs analysis;
  - assist with pre-admission clinics and planning;
  - assist with discharge planning;
  - health promotion programs; and
  - health education program.

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

An employee working at this level means an employee appointed to a position classified as such. The employee may hold a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care Practice plus a relevant additional post qualification.

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 AHPRA.

(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.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Competent".

##### **5.1. Scope of the role – Grade 5**

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;
- (f) work 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;
- (g) 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; and
- (h) 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.

## **5.2 Required skills and knowledge – Grade 5**

- (a) An employee at this level will 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; and
  - (vii) ability to advocate for Aboriginal and/or Torres Strait Islander health issues, network and demonstrate skills in verbal and written communication.
- (b) An employee at this level 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 Torres Strait Islander peoples;
  - (iii) skills to incorporate evidence-based practice in health care at the program level, and facilitate delivery of specialised programs to the community;
  - (iv) ability to advocate for the rights and needs of community members and liaise with external stakeholders, including NGOs and other government organisations;
  - (v) ability to work autonomously and apply a high level of theoretical and applied knowledge in relation to program management;
  - (vi) high level communication and problem solving skills, with the ability to engage and negotiate with communities about program implementation and uptake;
  - (vii) ability to work in a cross cultural, multidisciplinary environment delivering specific program care;

- (viii) ability to facilitate workshops and transfer knowledge of best practice in a specialist field to primary health care workers; and
- (ix) demonstrated ability to develop and maintain current knowledge in their program area.

### **5.3 Range of activities – Grade 5**

- (a) A Grade 5 employee will undertake some or all or the following tasks:
  - (i) advocate for the rights and needs of community members;
  - (ii) develop and monitor a case plan;
  - (iii) within a delegated model of care, undertake clinical care duties that may include but are not limited to:
    - liaison with medical officers about medical advice;
    - observations;
    - participation in doctor clinics;
    - using patient information management systems; and
    - supervision of other Health Workers,
  - (iv) undertake health program care duties that may include but are not limited to:
    - antenatal care;
    - women's, men's, child and youth health;
    - older peoples' health care;
    - nutrition;
    - substance abuse;
    - health promotion;
    - environmental health;
    - sexual health; and
    - mental health.
  - (v) undertake community care duties that may include but are not limited to:
    - interpreting services;
    - first point of contact counselling and referral;
    - developing and implementing community development programs; and
    - health promotion programs and health education programs.
- (b) A Grade 5 employee will undertake some or all or the following tasks relating to the management and delivery of a specialist health program. Activities expected of this position may include:
  - (i) undertake program management duties including:
    - developing operational program plans;
    - identifying performance indicators for health programs;
    - monitoring health programs;
    - establishing evaluation process for health programs;
    - managing resources for the delivery of a health care program;

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

## **SCHEDULE 2: ALLIED HEALTH ASSISTANTS**

### **Allied Health Assistant Grade 1 means:**

Employees at this grade will have no prior experience as an allied health assistant. Appointment to this level will be for a period of 3 months after which the employee will progress to the appropriate level. While employed at this grade employees will:

- (a) work under direct supervision;
- (b) gain familiarisation with a range of basic dental and/or clerical tasks; and
- (c) gain familiarisation with the employer's policies including health and safety.

### **Allied Health Assistant Grade 2/3 means:**

Employees at this grade means an employee who has obtained the skills required of an Allied Health Assistant Grade 1 who performs solely dental assistant duties and has no formal qualifications.

Maari Ma will actively assist the employee to pursue entry into an approved course of study to gain a Certificate III or IV in Allied Health Assisting or equivalent within 12 months.

Progression from Allied Health Assistant Grade 2 to Allied Health Assistant Grade 3 is automatic following completion of twelve (12) months satisfactory service at Allied Health Assistant Grade 2. Employees at this level are expected to have commenced and have satisfactory progress in completing their qualification.

It is desirable that employees at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills – level "Emerging".

### **Allied Health Assistant Grade 4/5 means:**

An employee at Grade 4 or 5 will have successfully completed a Certificate III in Allied Health Assisting issued by a tertiary education institution or qualifications recognised by that Health Professional group.

Allied Health Assistant engages in basic patient care, clinical duties and/or administrative support under the supervision of the designated Allied Health Professional.

Provide support to clinical staff or senior allied health assistants to improve access for community residents to health services and provide allied health services support, education and liaison duties under direct supervision, as part of the multidisciplinary team approach.

The Grade 4/5 Allied Health Assistant is developing skills and progressing from working under direct supervision to undertaking tasks under indirect or remote supervision.

In addition, an employee at this level is expected to provide a range of health functions of a clinical, preventative, rehabilitative or promotional nature under the general direction of professional staff.

Progression from Allied Health Assistant Grade 4 to Allied Health Assistant Grade 5 is automatic following completion of twelve (12) months satisfactory service at Allied Health Assistant Grade 4. Employees at this level are expected to have obtained respective new competencies and to perform duties in addition to those at Allied Health Assistant grade 4.

It is desirable that employees at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills – level "Emerging".

**Allied Health Assistant Grade 6/7/8 means:**

An employee at Grade 6/7/8 will have successfully completed a Certificate IV in Allied Health Assisting issued by a tertiary education institution or qualifications recognised by that Health Professional group.

In addition to grade 4/5, employees at this level are able to independently or remotely undertake a full range of duties, including dealing with complex matters, and working with a cohort of clients in a range of practice and primary health settings under the supervision of the designated Allied Health Professional.

Employees at this level will be expected to perform their duties with little supervision, take a lead role in engaging clients and families with the multidisciplinary team.

At this level it is expected that the Employee would have a thorough understanding of the model of care, and its integration into practice.

Progression from Allied Health Assistant Grade 6 to Allied Health Assistant Grade 7 to Allied Health Assistant Grade 8 is automatic following completion of twelve (12) months satisfactory service at Allied Health Assistant Grade 6 or 7. Employees at this level are expected to have obtained respective new competencies and to perform duties in addition to those at Allied Health Assistant grade 6 and 7.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Developing".

**Allied Health Assistant Grade 9 means:**

An Employee at this level will possess either a minimum of Certificate IV in Allied Health Assisting or Diploma of Allied Health Assisting or other qualifications or experience deemed equivalent.

In addition to being able to independently undertake a full range of duties, including dealing with the most complex matters, and working with a cohort of patients in a range of practice settings.

Employees at this level may be part of a particular health team and will apply a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their scope of work.

Employees at this level are:

- Appointed as such by a selection process to an established and/or advertised Allied Health Assistant Grade 9 (Advanced Allied Health Assistant) position, or by reclassification from a lower grade when the organisation requires them to perform the duties detailed in this subclause on a continuing basis and demonstrates competency at this level.

A level 9 allied health assistant will be required to:

- Perform the usual range of allied health assistant duties when required.
- actively contributing towards the development of clinical practices within Maari Ma.
- acting as a resource and mentor to others in relation to clinical practice.
- actively contributes towards their own professional development.
- work as part of a team to maintain NDIS accreditation.
- being responsible for planning and coordinating services relating to a particular group of clients within the service, as delegated to meet service requirements.
- acting as a role model in the provision of holistic care to clients.
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

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- mentor other allied assistants in their role as supervisors, including performance management and review processes.
- assist in managing safety issues.
- Manage the educational needs of allied assistants.
- co-ordinate and order all stock and consumables.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills “Competent”

### **SCHEDULE 3: DENTAL EMPLOYEES**

#### **Dental Assistant Grade 1**

Employees at this grade will have no prior experience as a dental assistant. Appointment to this level will be for a period of 3 months after which the employee will progress to the appropriate level. While employed at this grade employees will:

- (a) work under direct supervision;
- (b) gain familiarisation with a range of basic dental and/or clerical tasks; and
- (c) gain familiarisation with the employer's policies including health and safety.

#### **Dental Assistant Grade 2**

Employees at this grade means an employee who has obtained the skills required of a Dental Assistant Grade 1 who performs solely dental assistant duties and has no formal qualifications.

Maari Ma will actively assist the employee to pursue entry into an approved course of study to gain a Certificate III in Dental Assisting or equivalent within 12 months.

It is desirable that employees at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills – level "Emerging".

#### **Dental Assistant Grade 3/4/5**

An employee at Grade 3, 4 or 5 will have successfully completed a Certificate III in Dental Assisting issued by a tertiary education institution or qualifications recognised by that Health Professional group.

They will provide a range of dental assistant duties and support to clinical staff to improve access for community residents to health services and provide dental services support, education and liaison duties under direct supervision, as part of the multidisciplinary team approach.

In addition, an employee at this level is expected to provide a range of health functions of a clinical, preventative, rehabilitative or promotional nature under the general direction of professional staff.

#### **Dental Assistant Grade 3 means:**

- (a) a person who has completed a dental assistant qualification performing solely dental assistant duties; or
- (b) an unqualified Dental Assistant performing solely Dental Assistant duties who has 12 months' experience at Grade 2.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Emerging".

#### **Dental Assistant Grade 4 means:**

- (a) A qualified Dental Assistant performing solely dental assistant duties who has 12 months' experience at Grade 3 and has demonstrated competence in the following areas:
  - (i) knowledge of dental equipment;
  - (ii) sterilisation techniques with attention to infection control;
  - (iii) basic understanding of techniques and procedures;

- (iv) understanding of the set-up prior to procedures; or
- (b) A qualified Dental Assistant performing a combination of dental assistant, clerical and reception duties who has 12 months' experience at Grade 3;
- (c) A qualified Dental Assistant performing solely dental assistant duties who has 12 months' experience at Grade 3; or
- (d) A qualified Dental Assistant performing a combination of dental assistant, clerical and reception duties.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Emerging".

**Dental Assistant Grade 5** means:

- (a) a qualified Dental Assistant performing a combination of dental assistant, clerical and reception duties who has 12 months' experience at Grade 4;
- (b) a qualified Dental Assistant performing solely dental assistant duties who has 12 months' experience at Grade 4; or
- (c) a qualified Dental Assistant performing a combination of dental assistant, clerical and reception duties who has 12 months' experience at Grade 4.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Emerging".

**Dental Assistant Grade 6**

An employee at this level will have successfully completed a certificate IV in Dental Assisting issued by a tertiary education institution or qualifications recognised by that Health Professional group.

They will provide a range of dental assistant duties and support to clinical staff to improve access for community residents to health services and provide dental services support, education and liaison duties under direct supervision, as part of the multidisciplinary team approach.

In addition, an employee at this level is expected to provide a range of health functions of a clinical, preventative, rehabilitative or promotional nature under the general direction of professional staff.

**Dental Assistant Grade 7**

An employee at this level will have successfully completed a certificate III in Dental Assisting issued by a tertiary education institution or qualifications recognised by that Health Professional group.

An employee at this level is a person who is appointed to such a position and who has a coordinating role.

A level 3 dental assistant will be required to:

- perform the usual range of dental assistant duties when required.
- actively contributing towards the development of clinical practices within Maari Ma.
- acting as a resource and mentor to others in relation to clinical practice.
- actively contributes towards their own professional development.
- being responsible for planning and coordinating services relating to a particular group of clients within the service, as delegated to meet service requirements.



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- acting as a role model in the provision of holistic care to clients.
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.
- mentor other dental assistants in their role as supervisors, including performance management and review processes.
- assist in managing safety issues.
- manage the educational needs of dental assistants.
- co-ordinate and order all stock and consumables.

## **SCHEDULE 4: OPERATIONS**

### **Operations 1**

This is the entry level for administrative, youth and early years and ancillary positions and an Employee at this level may have no previous experience.

Employees at this level work under close direction and initially require application of basic skills and routines such as providing reception services, operation of keyboard equipment, printing, scanning, filing, photocopying, binding, collating, collecting and distributing, carrying out routine checks, maintaining basic records, mail procedures, obtaining or providing information about straight forward matters and routine user maintenance of office equipment. Work is performed within established routines, methods and procedures.

Staff undertaking work at this level would normally become competent in individual tasks after a limited period of training or experience.

Employees at this level will commence study for Certificate III in Business, Community Services or other relevant qualification.

Ancillary staff may perform tasks such as cooking (simple food preparation), cleaning services, attending to laundry, utilising a range of materials and equipment to clean, launder, provide maintenance or gardening services. Cleaners and food preparation employees will undertake training relevant to their position.

A Driver whose primary duties involve a range of transport and fleet maintenance duties in a vehicle with capacity to carry between 1 and 15 passengers will also be classified in this level.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Emerging".

### **Operations 2**

Employees at this level would have a minimum qualification of Certificate III in Business, Community Services or other relevant qualification or experience and be undertaking a range of operational, youth / early years and administrative tasks under general instruction and close supervision but with discretion in selecting the most appropriate method and sequence. They require knowledge of specific procedures and regulations.

The exercising of basic judgment, liaison and communication is required, within the service and with clients. Problems encountered are generally of a simple nature with solutions found by reference to established methods and procedures.

The work which it is envisaged would come within this level would involve a range of activities requiring the use of numeric, written and verbal communication, and other work skills appropriate to the tasks and responsibilities.

Employees at this level will commence study for Certificate IV in Business or Youth Work or other relevant qualification.

A Driver of a vehicle with capacity to carry between 1 and 15 passengers and who works actively to engage clients and to support clients to access services and programs shall be classified at this level.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Emerging".

### **Operations 3**

Employees at this level must have a minimum of Certificate IV in Business or other relevant qualification or experience deemed equivalent. Employees at this level are decision making in day to day operational matters is a normal part of the duties. They assist more senior managers in complex tasks or projects. Work is performed under broad supervision and requires some independent action.

Scope exists for exercising initiative in the application of established work practices and procedures. Employees may be classified at this level where the principal functions of their employment require a sound knowledge of the activities usually performed within the work area and their impact upon the activities of others.

Indicative positions at this level would include Community Engagement/Development Facilitators, entry level Project Officers, Finance Officers and IT Helpdesk.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Developing".

#### **Operations 4**

Employees at this level will have a minimum Certificate IV in Business or other relevant qualification or experience deemed equivalent. Employees at this level will work under limited direction and guidance with regard to work priorities. They will possess organisational skills required to set priorities and monitor work flow in the area of responsibility, have the ability to write reports, documents and correspondence, including drafting complex correspondence for senior officers, accurately and clearly.

They will carry out a variety of functions which may be complex in nature and require judgment in selecting and applying established principles, techniques and methods and have the ability to investigate or evaluate legislation, regulations, instructions or procedural guidelines relevant to the tasks and responsibilities and delegate work to subordinates where appropriate.

An employee at this level is expected to contribute to implementation and delivery of specific work plans which increase the level of care / service to clients within the operational framework.

Indicative positions at this level would have a coordination or supervisory / leadership role and may be responsible for specific functions.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Developing".

#### **Operations 5**

Employees at this level would have a minimum Certificate IV in a related field or other relevant qualification or experience deemed equivalent and will be a position with specific accountabilities above that expected of levels 1 – 4. It is expected that employees at this level will study additional qualifications and /or demonstrate expertise in a relevant function.

Employees may have a degree in a relevant, non-clinical health support field and will undertake roles in health information, health promotion and project coordination.

Employees at this level would have the ability to manage physical and financial resources to ensure the delivery of services or the successful completion of a project, decision making across a number of areas and review of operational systems and ability to manage resources and priorities.

Independent action may be exercised within constraints set by senior management. Employees will work with little formal guidelines, usually under limited direction as to work priorities and the detailed conduct of the task.

An employee at this level is expected to contribute to implementation and delivery of specific work plans which increase the level of care / service to clients within the operational framework.

Indicative positions at this level would have a coordination or supervisory / leadership role and may be responsible for specific functions or programs.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Competent".

## **Operations 6**

Employees at this level will have responsibilities greater than level 5 and will have a minimum Certificate IV plus demonstrated expertise or higher qualifications in a related field and may have a degree in a non-clinical health related discipline.

Employees at this level would be responsible for leading and delivering outcomes for small teams and projects. Employees at this level are accountable for ensuring that funds are expended according to approved budgets and for ensuring targets are met and are responsible for providing regular feedback regarding the performance of other Employees. Positions at this level are expected to set and achieve priorities, monitor workflow and be accountable for outcomes.

Employees at this level assist with the development and implementation of policies and procedures, standards and practices and could include Team Leaders/Service Coordinators of a small team with no direct budget accountability and responsibility, Project Officers with an organisation-wide focus and/or community engagement focus projects.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Competent".

## **Operations 7**

Managers at this level are responsible for managing the operation of an organisation element or providing high level technical or professional support across Maari Ma, usually under limited direction, to achieve a result in line with the goals of Maari Ma.

This includes the provision of specialist advice at a high level or undertaking management of a program, activity, service delivery or corporate function including project work, policy, technical, professional or program and administrative matters.

Employees at this level are expected to set and achieve priorities, monitor work flow, responsibility and accountability for budget development and monitoring, and staffing resources to meet objectives, report on and achieve business plan outcomes.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Competent".

## **Operations 8**

Managers at this level have greater responsibilities than those at Operation 7 and are responsible for the organisational and external impact of their decision-making and/or advice to senior managers/CEO, and the requirement to manage external relationships which may also impact organisationally e.g. community, funding bodies, staff representatives.

Managers at this level may influence senior managers/CEO in the strategic development of the organisation, within their scope/area of expertise. Other indicators include the number of staff and/or size/responsibility held in relation to service, program and budget management.

Indicative roles at this level would include operational managers and specialised program managers with community engagement responsibilities, multiple project/program responsibilities and organisational functional roles.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Competent".

## Operations 9

Managers at this level have greater responsibilities than those at Operation 8 and are responsible for managing complex services or programs across the region or organisation which provide a wide range of specialist services for clients with multiple funding performance indicators and reporting requirements.

Managers may also have a specialised role in quality development, data analytics and reporting in the context of demonstrating compliance with funding programs.

Managers at this level are responsible for ensuring optimal health and program outcomes within budget for their clients and communities, are accountable for allocating resources and ensuring budgets are effectively met, are required to make complex judgements and make appropriate changes in standard practices, policies and procedures and are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met.

Employees at this level will have **Aboriginal and/or Torres Strait Islander knowledge and cultural skills** Level "Competent".

## Operations 10

Managers at this level encompass all indicators from levels 7 to 9 and in addition are members of the Maari Ma executive management team and have operational management roles or regional roles in community development and facilitation.

Managers at this level are responsible managing complex operations to ensure organisational coherency and efficiency, and are an influential contributor to the overall strategic direction and purpose of the organisation. They play a critical role in the positioning of the organisation within both the Aboriginal and mainstream community, to ensure health outcomes are effectively delivered and monitored.

Managers are involved in the identification of current and future opportunities and the development of strategies to achieve planned outcomes. Managers will develop business or operational plans and / or systems that span and integrate with a number of other organisation activities and have long term impact.

Managers at this level:

- Have an organisation wide understanding and demonstrate leadership across Maari Ma;
- Are competent to make complex judgements and take initiatives through delegated responsibilities;
- Are accountable for allocating resources and ensuring expenditure is appropriate for the service and within funding allocated; and
- Strive to improve health and community outcomes through quality services and programs.

Employees at this level will have **Aboriginal and/or Torres Strait Islander knowledge and cultural skills** Level "Proficient".

## Operations 11

Employees at this level are members of the Maari Ma executive management team and report directly to the CEO. They manage complex operations to ensure organisational coherency and efficiency, and are an influential contributor to the overall strategic direction and purpose of the organisation. They play a critical role in the positioning of the organisation within both the Aboriginal and mainstream community, to ensure health outcomes are effectively delivered and monitored.

The following skills and attributes are required:

### **Authority & Accountability:**

- Freedom to operate within delegated authority, performance agreement, and service priorities.
- Exercise judgement within delegations.
- Formulate policy and deliver programs in line with Maari Ma's strategic plan.

- Involvement in the development of long-term strategies.
- Budget management and responsibility for significant budget amount or management of complex service or unit, requiring specialist advice and input.

***Judgement & Problem-Solving:***

- Exercise judgement and problem solving in service policy.
- Frequent resolution of unusual and complex problems.
- Develop business strategies and business plans. Develop ideas, optional action plans, and courses of action.
- Anticipate and resolve problems in a challenging and dynamic environment.
- Seek advice when there is no existing policy or precedent.
- Use of evidence-based decision-making to inform decisions.
- Sound ability to solve problems using innovative, creative solutions.
- High level of technical expertise.
- Provision of high level of expert advice and sound judgement.
- Independent decision-making and exercising independent judgement.
- Has a sound understanding of political and cross-health service issues and how they impact on the organisation.
- Actively develop strategic partnerships.

***Leadership & Management Skills:***

- Provide leadership, management and direction.
- Actively contributes to shaping the organisation's strategic plan.
- Actively monitors progress towards the achievement of the strategic vision.
- Achieve set objectives.
- Resolve conflict.
- Address and prioritise competing demands.
- Lead and manage organisation change.
- Build appropriate organisation values and culture.
- Anticipate problems and develop contingency strategies to meet complex situations.
- Applies intellectual rigour to all aspects of their work.

***Personal & Interpersonal Skills:***

- Provide specialist advice.
- Lead, persuade, motivate and negotiate at senior levels.
- Ability to deal with people at all levels.
- Communicate and liaise effectively at all levels within the organisation.
- Spokesperson for area of responsibility (media, public).
- Effective community liaison and communication.
- Effectively self-manages.
- Innovative & lateral thinker.
- Flexible & responsive.
- Supports a reflective learning/quality culture that enables both individuals and the organisation to develop.
- Articulates and promotes Maari Ma's vision and goals.
- Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged.
- Provides effective role-modelling.
- Celebrates achievements and encourages innovation

***Outcomes & Performance:***

- Formal agreement with CEO.
- Significant impact on service achievements and targets.
- Achievement of best practice monitoring and compliance with all professional standards.

Employees at this level will have ***Aboriginal and/or Torres Strait Islander knowledge and cultural skills*** Level “Proficient”.

**Operations 12**

Positions at this level will have greater responsibilities than those at Operation 11 and are responsible for the management of multiple teams and/or programs or complex programs.

Positions at this level may be members of the Executive Management team, Acting Chief Executive Officer or Deputy assisting the Chief Executive Officer.

Employees at this level will have ***Aboriginal and/or Torres Strait Islander knowledge and cultural skills*** Level “Proficient”.

## **SCHEDULE 5: NURSES AND MIDWIVES**

### **Enrolled Nurse without Medication qualification**

An employee at this level registered with AHPRA as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration.

An employee at this level performs their duties:

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

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

- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- providing support, direction and education to newer or less experienced staff, including students and AHW's;
- accepting accountability for the Employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting.

Employees at this level will have **Aboriginal and/or Torres Strait Islander knowledge and cultural skills** Level "Competent".

### **Enrolled Nurse with Medication qualification**

An employee at this level registered with AHPRA as an enrolled nurse with the notation "holds a Board approved qualification in medicines administration"

An Employee at this level performs their duties:

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

An Employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- providing support, direction and education to newer or less experienced staff, including students and AHW's;
- accepting accountability for the Employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting.

Progression to Special Grade requires an Enrolled Nurse to have an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience.



Employees at this level will have **Aboriginal and/or Torres Strait Islander knowledge and cultural skills** Level “Competent”.

### **Registered Nurse 1 – Registered Nurse 1**

An Employee at this level performs their duties:

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

An Employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

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

Employees at this level will have **Aboriginal and/or Torres Strait Islander knowledge and cultural skills** Level “Competent”.

### **Registered Nurse 2.1 – Clinical Nurse Specialist 2.1**

An employee at this level is a Registered Nurse/Midwife who applies a high level of clinical nursing/midwifery knowledge, experience and skills in providing complex nursing/midwifery care directed towards a specific area of practice or defined service area, with minimum direct supervision.

An employee at this level shall satisfy the following minimum criteria:

- Relevant post-registration qualifications and at least twelve (12) months experience working in the relevant clinical area of their post-registration qualification; or
- Four (4) years post- registration experience, including three (3) years’ experience in the relevant specialist field and who meets specific performance criteria.

An employee at this level is distinguished from an 8<sup>th</sup> Year thereafter Registered Nurse by:

- actively contributing towards the development of clinical practices within Maari Ma;
- acting as a resource and mentor to other in relation to clinical practice;
- actively contributes towards their own professional development;
- being responsible for planning and coordinating services relating to a particular group of clients within the service, as delegated to meet service requirements;

- acting as a role model in the provision of holistic care to clients;
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting; and
- Maari Ma requires services to be delivered at this level.

Employees at this level will have ***Aboriginal and/or Torres Strait Islander knowledge and cultural skills*** Level “Competent”.

### **Registered Nurse 2.2 – Clinical Nurse Specialist 2.2**

An employee working at this level means a Registered Nurse/Midwife appointed to a position classified as such with relevant post-registration qualifications and at least three (3) years’ experience working in the clinical area of their specified post-graduate qualification.

The position encompasses the Registered Nurse/Midwife 2.2 - Clinical Nurse/Midwife Specialist role criteria and is distinguished by the following additional role characteristics:

- Exercises extended autonomy of decision making;
- Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:
  - leadership in the development of nursing specialty clinical practice and service delivery; or
  - specialist clinical practice across the service; or
  - primary case management of a complete episode of care; or
  - primary case management of a continuum of specialty care; or
  - an authorised extended role within the scope of Registered Nurse/Midwifery practice.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part time service).

Employees at this level will have ***Aboriginal and/or Torres Strait Islander knowledge and cultural skills*** Level “Competent”.

### **Registered Nurse 3.1 – Clinical Nurse Consultant 3.1**

An employee working at this level is a Registered Nurse appointed as such to a position who has at least five (5) years full time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate.

Employees at this level will have ***Aboriginal and/or Torres Strait Islander knowledge and cultural skills*** Level “Competent”.

### **Registered Nurse 3.2 – Clinical Nurse Consultant 3.2**

An employee working at this level is a Registered Nurse/Midwife appointed as such who has at least five (5) years full time equivalent post registration experience, with at least three (3) years full time equivalent experience in the specialty field.

In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate. Employees at this level may also require a higher qualification in the specialist nursing/midwifery field where such a qualification is considered essential for the performance of the position.

Employees at this level will have ***Aboriginal and/or Torres Strait Islander knowledge and cultural skills*** Level “Competent”.

#### **Registered Nurse 4.1 – Nurse Manager 4.1**

An employee at this level is a registered nurse/midwife who is responsible for the management of a team and / or program and:

- provides leadership and role modelling in collaboration with others particularly for staff working within that Employees area of responsibility;
- provides appropriate education programs, coordination and promotion of clinical research programs;
- participates as a member of the Regional Primary Health Service management team;
- contributes towards the development of Maari Ma health policy for the purpose of facilitating the provision of quality health care;
- manages the activities of and provide leadership, coordination and support to staff working in the area of responsibility; and
- is accountable for the establishment, implementation and evaluation of systems to ensure a high standard of health care delivery.

Employees at this level will have ***Aboriginal and/or Torres Strait Islander knowledge and cultural skills*** Level “Competent”.

#### **Registered Nurse 4.2 – Nurse Manager 4.2**

An employee at this level is a registered nurse/midwife who is responsible for the management of a team and/or program with a higher level of complexity than required at Nurse Manager 4.1 in addition to all the requirements of level 4.1

Employees at this level will have ***Aboriginal and/or Torres Strait Islander knowledge and cultural skills*** Level “Competent”.

#### **Registered Nurse 5 – Nurse Practitioner 5**

An employee working at this level is:

- A Registered Nurse appointed to the role; or
- 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.

A Nurse Practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

Employees at this level will have ***Aboriginal and/or Torres Strait Islander knowledge and cultural skills*** Level “Competent”.

## **SCHEDULE 6: HEALTH PROFESSIONALS & SUPPORT**

### **Health Professional 1 – Health Support**

An employee at this level will have successfully completed a qualification in a relevant field up to the level of Certificate III issued by a tertiary education institution or qualifications recognised by that Health Professional group. Unqualified but experienced Health Support can be employed as Health Professional Level 1, and will remain on Health Professional 1 – 1<sup>st</sup> Year until they obtain formal qualifications through study or recognition of prior learning. The Health Support level includes clinical support roles.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level “Emerging”.

### **Health Professional 2 – Health Support**

An employee at this level holds a minimum of a Certificate IV issued by a tertiary education institution or qualifications recognised by that health industry group.

In addition, an employee at this level is expected to provide a range of health functions of a clinical, preventative, rehabilitative or promotional nature under the general direction of professional staff.

Employees at this level will have experience in providing all or some of the following: effective and well informed advice, assessment, counselling, case management, advocacy, liaison and referral to community services.

Employees at this level will be expected to perform their duties with little supervision and have a sound understanding of the model of care and its integration into practice.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level “Emerging”.

### **Health Professional 2D – Health Support**

An employee at this level holds a minimum of a Diploma or other relevant qualification recognised by that health industry group.

In addition, employees at this level are able to independently undertake a full range of duties, including dealing with the complex matters, and working with a cohort of clients in a range of practice and primary health settings.

Employees at this level will be expected to perform their duties with little supervision, take a lead role in engaging clients and families with the multidisciplinary team. At this level it is expected that the Employee would have a thorough understanding of the model of care and its integration into practice.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level “Developing”.

### **Health Professional 3 - Health Education Officer**

Employees at this level will have completed a degree in a health related discipline and be involved in the development and implementation of health promotion, health information and research. Generally, Employees of this classification will not have a clinical role and will focus on the analysis, support and promotion of health and clinical activities.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level “Developing”.

#### **Health Professional 4**

Employees at this level are newly qualified graduates who hold at least a degree or equivalent qualification, who meet the requirements to practice as a Health Professional in accordance with their professional association rules, are registered with AHPRA and/or hold membership of their professional association).

Health Professionals at this level are beginning practitioners who are developing their skills and competencies and are responsible and accountable for providing a professional level of health services. They exercise professional judgement commensurate with their years of experience and as experience is gained, the level of professional judgement increases and direct professional supervision decreases. They participate in quality activities and workplace education and after working as a Health Professional for 12 months, may be required to provide supervision to Health Professional 1 and 2 employees, undergraduate student on observational placements and to work experience students.

Roles indicative for Health Professionals 4 and 5 include Counsellor, Dietitian, Oral Health Therapist, Physiotherapist, Speech Therapist, Social Worker and Psychologist. Each discipline will commence at Level 4 year 1 with a three year degree and year 2 with a four year degree or 3 year degree plus honours. The holder of a Masters degree in the relevant discipline will commence at year 3.

Psychologists require a four year degree or degree with honours or post-graduate qualification eligible for registration with the Psychology Board of Australia (AHPRA). A Psychologist in training entry level is at Health Professional 4 – 2nd Year and will not progress past Health Professional 4 - 3rd year until registered with the Psychology Board of Australia.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level “Developing”.

#### **Health Professional 5**

Progression from Health Professional 4 to Health Professional 5 is automatic following completion of twelve (12) months satisfactory service at Health Professional 4 – 4<sup>th</sup> Year. Employees at this level are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Health Professional 4 level.

Employees at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal direct professional supervision.

They are required to exercise independent professional judgement on routine matters, may be required to supervise Health Professional 1, 2, 3 and 4 technical and support staff as required and may be required to teach and supervise undergraduate students, including those on clinical placements.

Employees at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level “Competent”.

#### **Health Professional 6**

An employee at this level is an allied health professional who applies a high level of clinical knowledge, experience and skills in providing complex care directed towards a specific area of practice or defined service area, with minimum direct supervision.

An employee at this level shall satisfy the following minimum criteria:

- Relevant post-registration qualifications and at least twelve (12) months experience working in the relevant clinical area of their post-registration qualification; or
- Four (4) years post- registration experience, including three (3) years’ experience in the relevant specialist field and who meets specific performance criteria.

An employee at this level is distinguished from a level 5 by:

- actively contributing towards the development of clinical practices within Maari Ma;
- acting as a resource and mentor to others in relation to clinical practice;
- actively contributes towards their own professional development;
- being responsible for planning and coordinating services relating to a particular group of clients within the service, as delegated to meet service requirements;
- acting as a role model in the provision of holistic care to clients;
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting; and
- Maari Ma requires services to be delivered at this level.

The employee may be responsible for a small team at this level, and will be required to hold expert knowledge of their clinical profession, as well as assisting with the planning and supervision of other workers' duties.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Competent".

#### **Health Professional 7**

An employee at this level is a Senior Psychologist or other Senior Allied Health Professional applies a high level of clinical knowledge, experience and skills in providing complex care directed towards a specific area of practice or defined service area, with minimum direct supervision.

An employee at this level shall satisfy the following minimum criteria:

- Four (4) years post- registration experience, including three (3) years' experience in the relevant specialist field and who meets specific performance criteria.

The employee may be responsible for managing a team, and will be required to hold expert knowledge of their clinical profession, as well as assisting with the management, planning and supervision of other workers' duties.

Employees at this level will have Aboriginal and/or Torres Strait Islander knowledge and cultural skills Level "Competent".

SCHEDULE 7: PAY RATES

**ABORIGINAL HEALTH WORKERS / ABORIGINAL HEALTH PRACTITIONERS RATES OF PAY**

<b>Aboriginal Health Workers / Practitioners</b>		Per Annum	Per Hour	Per Annum	Per Hour	Per Annum	Per Hour	Per Annum	Per Hour
Code	Description	Jul-23	Jul-23	Jul-24	Jul-24	Jul-25	Jul-25	Jul-26	Jul-26
Percentage increase		3.00%	3.00%	4.00%	4.00%	3.00%	3.00%	3.00%	3.00%
<b>Aboriginal and/or Torres Strait Islander Health Worker - Grade 1</b>									
10AHW011	1st year	49550	24.9900	51532	25.9896	53078	26.7693	54670	27.5724
<b>Aboriginal and/or Torres Strait Islander Health Worker - Grade 2</b>									
10AHW021	2nd year	53059	26.7600	55182	27.8304	56837	28.6653	58542	29.5253
10AHW022	3rd year	54884	27.6800	57079	28.7872	58791	29.6508	60555	30.5403
<b>Aboriginal and/or Torres Strait Islander Health Worker (Generalist Health Worker) - Grade 3</b>									
10AHW031	1st year	57739	29.1200	60048	30.2848	61850	31.1933	63705	32.1291
10AHW032	2nd year	60772	30.6500	63203	31.8760	65099	32.8323	67052	33.8172
10AHW033	3rd year	63727	32.1400	66276	33.4256	68264	34.4284	70312	35.4612

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<b>Aboriginal and/or Torres Strait Islander Health Practitioner, Advanced Health Worker – Practice &amp; Advanced Health Worker – Care – Grade 4</b>									
10AHW051	1st year	<b>68803</b>	34.7000	<b>71555</b>	36.0880	<b>73701</b>	37.1706	<b>75912</b>	38.2858
10AHW052	2nd year	<b>70448</b>	35.5300	<b>73266</b>	36.9512	<b>75464</b>	38.0597	<b>77728</b>	39.2015
10AHW053	3rd year	<b>72,656</b>	36.6435	<b>75563</b>	38.1093	<b>77829</b>	39.2526	<b>80164</b>	40.4301
10AHW054	4th year	<b>76,115</b>	38.3877	<b>79159</b>	39.9232	<b>81534</b>	41.1209	<b>83980</b>	42.3545
10AHW055	5th year	<b>79,518</b>	40.1042	<b>82699</b>	41.7084	<b>85180</b>	42.9596	<b>87735</b>	44.2484
10AHW056	6th year	<b>83,357</b>	42.0406	<b>86692</b>	43.7222	<b>89292</b>	45.0339	<b>91971</b>	46.3849
10AHW057	7th year	<b>86,822</b>	43.7877	<b>90294</b>	45.5392	<b>93003</b>	46.9053	<b>95793</b>	48.3125
<b>Senior Health Worker, Senior Health Practitioner, Coordinator Care – Grade 5</b>									
10AHW061	1st year	<b>89,810</b>	45.2951	<b>93,403</b>	47.1069	<b>96,205</b>	48.5201	<b>99,091</b>	49.9757
10AHW061	2nd year	<b>93,293</b>	47.0513	<b>97,024</b>	48.9334	<b>99,935</b>	50.4014	<b>102,933</b>	51.9134



**ALLIED HEALTH ASSISTANTS' RATES OF PAY**

<b>Allied Health Assistants</b>		<b>Per Annum</b>	<b>Per Hour</b>	<b>Per Annum</b>	<b>Per Hour</b>	<b>Per Annum</b>	<b>Per Hour</b>	<b>Per Annum</b>	<b>Per Hour</b>
<b>Code</b>	<b>Description</b>	<b>Jul-23</b>	<b>Jul-23</b>	<b>Jul-24</b>	<b>Jul-24</b>	<b>Jul-25</b>	<b>Jul-25</b>	<b>Jul-26</b>	<b>Jul-26</b>
<b>Percentage increase</b>		<b>3.00%</b>	3.00%	<b>4.00%</b>	4.00%	<b>3.00%</b>	3.00%	<b>3.00%</b>	3.00%
<b>Allied Health Assistant - Grade 1</b>									
11AHA011	1st year	<b>49550</b>	24.9900	<b>51532</b>	25.9896	<b>53078</b>	26.7693	<b>54670</b>	27.5724
<b>Allied Health Assistant Grade - 2</b>									
11AHA021	1st year	<b>53059</b>	26.7600	<b>55182</b>	27.8304	<b>56837</b>	28.6653	<b>58542</b>	29.5253
11AHA022	2nd year	<b>54884</b>	27.6800	<b>57079</b>	28.7872	<b>58791</b>	29.6508	<b>60555</b>	30.5403
<b>Allied Health Assistant Grade 3</b>									
11AHA031	1st year	<b>57739</b>	29.1200	<b>60048</b>	30.2848	<b>61850</b>	31.1933	<b>63705</b>	32.1291
11AHA032	2nd year	<b>60772</b>	30.6500	<b>63203</b>	31.8760	<b>65099</b>	32.8323	<b>67052</b>	33.8172
11AHA033	3rd year	<b>63727</b>	32.1400	<b>66276</b>	33.4256	<b>68264</b>	34.4284	<b>70312</b>	35.4612
<b>Allied Health Assistant Grade 4</b>									
11AHA041	1st year	<b>65491</b>	33.0300	<b>68111</b>	34.3512	<b>70154</b>	35.3817	<b>72259</b>	36.4432
11AHA042	2nd year	<b>67256</b>	33.9200	<b>69946</b>	35.2768	<b>72045</b>	36.3351	<b>74206</b>	37.4252
11AHA043	3rd year	<b>68803</b>	34.7000	<b>71555</b>	36.0880	<b>73701</b>	37.1706	<b>75912</b>	38.2858
11AHA044	4th year	<b>70448</b>	35.5300	<b>73266</b>	36.9512	<b>75464</b>	38.0597	<b>77728</b>	39.2015
11AHA045	5th year	<b>72656</b>	36.6435	<b>75563</b>	38.1093	<b>77829</b>	39.2526	<b>80164</b>	40.4301
11AHA046	6th year	<b>76115</b>	38.3877	<b>79159</b>	39.9232	<b>81534</b>	41.1209	<b>83980</b>	42.3545

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Allied Health Assistant Grade 5									
11AHA051	1st year	<b>79,518</b>	40.1042	<b>82699</b>	41.7084	<b>85180</b>	42.9596	<b>87735</b>	44.2484
11AHA052	2nd year	<b>83,357</b>	42.0406	<b>86692</b>	43.7222	<b>89292</b>	45.0339	<b>91971</b>	46.3849
11AHA053	3rd year	<b>86,822</b>	43.7877	<b>90294</b>	45.5392	<b>93003</b>	46.9053	<b>95793</b>	48.3125

**DENTAL EMPLOYEES' RATES OF PAY**

<b>Dental Employees'</b>		<b>Per Annum</b>	<b>Per Hour</b>	<b>Per Annum</b>	<b>Per Hour</b>	<b>Per Annum</b>	<b>Per Hour</b>	<b>Per Annum</b>	<b>Per Hour</b>
<b>Code</b>	<b>Description</b>	<b>Jul-23</b>	<b>Jul-23</b>	<b>Jul-24</b>	<b>Jul-24</b>	<b>Jul-25</b>	<b>Jul-25</b>	<b>Jul-26</b>	<b>Jul-26</b>
<b>Percentage increase</b>		<b>3.00%</b>	3.00%	<b>4.00%</b>	4.00%	<b>3.00%</b>	3.00%	<b>3.00%</b>	3.00%
<b>Dental Assistant Grade 1 - 2</b>									
12DEN011	Grade 1	<b>47012</b>	23.7101	<b>48892</b>	24.6585	<b>50359</b>	25.3982	<b>51870</b>	26.1602
12DEN021	Grade 2	<b>47944</b>	24.1801	<b>49862</b>	25.1473	<b>51358</b>	25.9017	<b>52898</b>	26.6788
<b>Dental Assistant Grade 3-5</b>									
12DEN031	Grade 3	<b>58735</b>	29.6225	<b>61084</b>	30.8074	<b>62917</b>	31.7316	<b>64804</b>	32.6835
12DEN041	Grade 4	<b>60158</b>	30.3401	<b>62564</b>	31.5537	<b>64441</b>	32.5004	<b>66374</b>	33.4754
12DEN051	Grade 5	<b>61504</b>	31.0190	<b>63964</b>	32.2597	<b>65883</b>	33.2275	<b>67860</b>	34.2244
<b>Dental Assistant Grade 6</b>									
12DEN061	Year 1	<b>64347</b>	32.4528	<b>66921</b>	33.7509	<b>68929</b>	34.7635	<b>70996</b>	35.8064
12DEN062	Year 2	<b>66785</b>	33.6824	<b>69456</b>	35.0297	<b>71540</b>	36.0806	<b>73686</b>	37.1630
12DEN063	Year 3	<b>68943</b>	34.7708	<b>71701</b>	36.1616	<b>73852</b>	37.2465	<b>76067</b>	38.3639
12DEN064	Year 4	<b>70850</b>	35.7326	<b>73684</b>	37.1619	<b>75895</b>	38.2767	<b>78171</b>	39.4250
<b>Dental Assistant Grade 7</b>									
12DEN071	Year 1	<b>79769</b>	40.2308	<b>82960</b>	41.8400	<b>85449</b>	43.0952	<b>88012</b>	44.3881
12DEN072	Year 2	<b>82694</b>	41.7060	<b>86002</b>	43.3742	<b>88582</b>	44.6754	<b>91239</b>	46.0157

## OPERATIONS RATES OF PAY

Operations		Per Annum	Per Hour	Per Annum	Per Hour	Per Annum	Per Hour	Per Annum	Per Hour
Code	Description	Jul-23	Jul-23	Jul-24	Jul-24	Jul-25	Jul-25	Jul-26	Jul-26
Percentage increase		3.00%	3.00%	4.00%	4.00%	3.00%	3.00%	3.00%	3.00%
<b>Operations – Level 1</b>									
20OPS011	1st Year	49213	24.8200	51182	25.8129	52717	26.5873	54298	27.3849
20OPS012	2nd Year	51690	26.0693	53757	27.1121	55370	27.9254	57031	28.7632
20OPS013	3rd Year	53446	26.9551	55584	28.0333	57252	28.8743	58969	29.7405
<b>Operations - Level 2</b>									
20OPS021	1st Year	53377	26.9200	55512	27.9970	57177	28.8369	58893	29.7020
20OPS022	2nd Year	54328	27.4000	56501	28.4958	58196	29.3507	59942	30.2312
20OPS023	3rd Year	55612	28.0474	57837	29.1693	59572	30.0444	61359	30.9457
20OPS024	4th Year	56989	28.7417	59268	29.8913	61046	30.7881	62878	31.7117
20OPS025	5th Year	58412	29.4594	60748	30.6378	62571	31.5570	64448	32.5037
<b>Operations - Level 3</b>									
20OPS031	1st Year	60479	30.5023	62899	31.7224	64786	32.6740	66729	33.6543
20OPS032	2nd Year	62607	31.5751	65111	32.8381	67064	33.8233	69076	34.8380

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Operations - Level 4									
20OPS041	1st Year	64783	32.6726	67374	33.9795	69395	34.9989	71477	36.0489
20OPS042	2nd Year	66917	33.7490	69594	35.0990	71682	36.1519	73832	37.2365
Operations - Level 5									
20OPS051	1st Year	68736	34.6666	71486	36.0533	73630	37.1349	75839	38.2489
20OPS052	2nd Year	70395	35.5031	73211	36.9232	75407	38.0309	77669	39.1719
Operations - Level 6									
20OPS061	1st Year	74134	37.3890	77100	38.8846	79413	40.0511	81795	41.2526
20OPS062	2nd Year	78380	39.5300	81515	41.1115	83961	42.3448	86479	43.6151
Operations - Level 7									
Minimum		80895	40.7984	84130	42.4304	86654	43.7033	89254	45.0144
Maximum		103853	52.3773	108007	54.4724	111247	56.1066	114585	57.7898
Operations - Level 8									
Minimum		106343	53.6329	110596	55.7783	113914	57.4516	117332	59.1752
Maximum		123657	62.3654	128604	64.8601	132462	66.8059	136436	68.8100
Operations - Level 9									
Minimum		126134	63.6146	131180	66.1592	135115	68.1440	139168	70.1883
Maximum		137969	69.5836	143488	72.3670	147793	74.5380	152227	76.7741
Operations - Level 10									
Minimum		138494	69.8482	144034	72.6421	148355	74.8213	152805	77.0660
Maximum		163231	82.3241	169760	85.6170	174853	88.1855	180099	90.8311

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<b>Operations - Level 11</b>									
Minimum		<b>165702</b>	83.5703	<b>172330</b>	86.9131	<b>177500</b>	89.5205	<b>182825</b>	92.2061
Maximum		<b>179141</b>	90.3482	<b>186307</b>	93.9621	<b>191896</b>	96.7810	<b>197653</b>	99.6844
<b>Operations - Level 12</b>									
Minimum		<b>183015</b>	92.3022	<b>190336</b>	95.9943	<b>196046</b>	98.8741	<b>201928</b>	101.8403
Maximum		<b>195985</b>	98.8432	<b>203824</b>	102.7969	<b>209939</b>	105.8808	<b>216237</b>	109.0573

## NURSES AND MIDWIVES' RATES OF PAY

Nurses and Midwives		Per Annum	Per Hour	Per Annum	Per Hour	Per Annum	Per Hour	Per Annum	Per Hour
Code	Description	Jul-23	Jul-23	Jul-24	Jul-24	Jul-25	Jul-25	Jul-26	Jul-26
Percentage increase		3.00%	3.00%	4.00%	4.00%	3.00%	3.00%	3.00%	3.00%
<b>Enrolled Nurse - Without Medication qualification</b>									
30ERN011	Year 1	61774	31.1553	64245	32.4015	66173	33.3735	68158	34.3747
30ERN012	Year 2	63131	31.8395	65656	33.1131	67626	34.1064	69655	35.1296
30ERN013	Year 3	64472	32.5158	67051	33.8164	69062	34.8309	71134	35.8758
30ERN014	Year 4	65844	33.2079	68478	34.5362	70532	35.5723	72648	36.6395
30ERN015	Year 5	67237	33.9104	69926	35.2668	72024	36.3248	74185	37.4145
<b>Enrolled Nurse - With Medication qualification</b>									
30ERN021	Year 1	63131	31.8395	65656	33.1131	67626	34.1064	69655	35.1296
30ERN022	Year 2	64472	32.5158	67051	33.8164	69062	34.8309	71134	35.8758
30ERN023	Year 3	65844	33.2079	68478	34.5362	70532	35.5723	72648	36.6395
30ERN024	Year 4	67237	33.9104	69926	35.2668	72024	36.3248	74185	37.4145
30ERN025	Year 5	70017	35.3124	72818	36.7249	75002	37.8267	77252	38.9615

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<b>Registered Nurse 1</b>									
30RNM011	Year 1	69777	35.1916	72568	36.5992	74745	37.6972	76988	38.8281
30RNM012	Year 2	73570	37.1044	76513	38.5886	78808	39.7462	81173	40.9386
30RNM013	Year 3	77363	39.0173	80457	40.5780	82871	41.7953	85357	43.0492
30RNM014	Year 4	81445	41.0759	84703	42.7190	87244	44.0005	89861	45.3205
30RNM015	Year 5	85486	43.1140	88905	44.8385	91572	46.1837	94320	47.5692
30RNM016	Year 6	89507	45.1421	93087	46.9477	95880	48.3562	98756	49.8069
30RNM017	Year 7	94112	47.4647	97877	49.3632	100813	50.8441	103837	52.3695
30RNM018	Year 8	97985	49.4181	101905	51.3948	104962	52.9366	108111	54.5247
<b>Registered Nurse - Clinical Nurse Specialist 1</b>									
30CNS011	Year 1	101966	51.4256	106045	53.4826	109226	55.0871	112503	56.7397
<b>Registered Nurse - Clinical Nurse Specialist 2</b>									
30CNS021	Year 1	109539	55.2448	113920	57.4546	117338	59.1783	120858	60.9536
30CNS022	Year 2	113124	57.0530	117629	59.3352	121178	61.1152	124814	62.9487
<b>Registered Nurse - Clinical Nurse Consultant 1</b>									
30CNC011	Grade 1 - 1st Year	122570	61.8170	127473	64.2897	131297	66.2183	135236	68.2049
30CNC012	Grade 1 - 2nd Year	125073	63.0797	130076	65.6029	133979	67.5709	137998	69.5981
<b>Registered Nurse - Clinical Nurse Consultant 2</b>									
30CNC021	Grade 2 - 1st Year	127557	64.3324	132660	66.9057	136639	68.9128	140739	70.9802
30CNC022	Grade 2 - 2nd Year	130089	65.6092	135293	68.2335	139351	70.2806	143532	72.3890



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<b>Registered Nurse – Nurse Manager 1</b>									
30MRN011	Grade 1 - 1st Year	<b>122570</b>	61.8170	<b>127473</b>	64.2897	<b>131297</b>	66.2183	<b>135236</b>	68.2049
30MRN012	Grade 1 - 2nd Year & thereafter	<b>125073</b>	63.0797	<b>130076</b>	65.6029	<b>133979</b>	67.5709	<b>137998</b>	69.5981
<b>Registered Nurse – Nurse Manager 2</b>									
30MRN021	Grade 2 - 1st Year	<b>127557</b>	64.3324	<b>132660</b>	66.9057	<b>136639</b>	68.9128	<b>140739</b>	70.9802
30MRN022	Grade 2 - 2nd Year & thereafter	<b>130089</b>	65.6092	<b>135293</b>	68.2335	<b>139351</b>	70.2806	<b>143532</b>	72.3890
<b>Registered Nurse 5 - Nurse Practitioner</b>									
30RNP011	1st Year	<b>135083</b>	68.1281	<b>140487</b>	70.8532	<b>144701</b>	72.9788	<b>149042</b>	75.1682
30RNP012	2nd Year	<b>137593</b>	69.3938	<b>143097</b>	72.1695	<b>147390</b>	74.3346	<b>151811</b>	76.5646

## HEALTH PROFESSIONALS AND SUPPORT RATES OF PAY

Health Professionals and Support		Per Annum	Per Hour	Per Annum	Per Hour	Per Annum	Per Hour	Per Annum	Per Hour
Code	Description	Jul-23	Jul-23	Jul-24	Jul-24	Jul-25	Jul-25	Jul-26	Jul-26
Percentage increase		3.00%	3.00%	4.00%	4.00%	3.00%	3.00%	3.00%	3.00%
<b>Health Professional Level 1 - Health Support</b>									
40HPS011	Year 1	52775	26.6166	54886	27.6813	56533	28.5117	58229	29.3671
40HPS012	Year 2	55540	28.0110	57761	29.1314	59494	30.0054	61279	30.9055
40HPS013	Year 3	58238	29.3718	60568	30.5467	62385	31.4631	64256	32.4070
<b>Health Professional Level 2 - Health Support</b>									
40HPS021	Year 1	58948	29.7298	61306	30.9190	63145	31.8466	65039	32.8020
40HPS022	Year 2	62432	31.4869	64929	32.7464	66877	33.7288	68883	34.7406
40HPS023	Year 3	65850	33.2107	68484	34.5391	70538	35.5753	72654	36.6425
40HPS024	Year 4	69361	34.9817	72136	36.3810	74300	37.4724	76529	38.5966
<b>Health Professional Level 2D - Health Support</b>									
40HPS025	Year 1	69643	35.1239	72429	36.5289	74602	37.6248	76840	38.7535
40HPS026	Year 2	71916	36.2703	74793	37.7211	77037	38.8527	79348	40.0183
40HPS027	Year 3	74189	37.4166	77157	38.9132	79471	40.0806	81855	41.2830
40HPS028	Year 4	76462	38.5629	79520	40.1054	81906	41.3085	84363	42.5478
40HPS029	Year 5	78735	39.7092	81884	41.2975	84341	42.5365	86871	43.8126
40HPS030	Year 6	80895	40.7984	84130	42.4304	86654	43.7033	89254	45.0144

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Health Professional Level 3 - Health Education									
40HPS031	Year 1	67917	34.2533	70634	35.6235	72753	36.6922	74935	37.7929
40HPS032	Year 2	71181	35.8993	74028	37.3353	76249	38.4554	78536	39.6090
40HPS033	Year 3	75597	38.1267	78621	39.6517	80980	40.8413	83409	42.0665
40HPS034	Year 4	79847	40.2700	83041	41.8808	85532	43.1372	88098	44.4313
40HPS035	Year 5	84559	42.6466	87942	44.3525	90580	45.6831	93297	47.0536
40HPS036	Year 6	88936	44.8540	92493	46.6482	95268	48.0476	98126	49.4891
Health Professional Level 4									
40HPS041	Year 1	69878	35.2421	72673	36.6518	74853	37.7513	77098	38.8839
40HPS042	Year 2	72509	36.5695	75410	38.0322	77672	39.1732	80002	40.3484
40HPS043	Year 3	76974	38.8209	80053	40.3738	82454	41.5850	84928	42.8325
40HPS044	Year 4	82263	41.4886	85553	43.1481	88120	44.4426	90764	45.7758
Health Professional Level 5									
40HPS051	Year 1	87936	44.3496	91453	46.1236	94197	47.5073	97023	48.9326
40HPS052	Year 2	93521	47.1666	97262	49.0533	100180	50.5249	103185	52.0406
40HPS053	Year 3	98066	49.4586	101989	51.4370	105048	52.9801	108200	54.5695
40HPS054	Year 4	101235	51.0570	105284	53.0993	108443	54.6923	111696	56.3330
Health Professional Level 6									
40HPS061	Year 1	110711	55.8363	115140	58.0698	118594	59.8118	122152	61.6062
40HPS062	Year 2	114500	57.7470	119080	60.0569	122652	61.8586	126332	63.7144

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Health Professional Level 7									
40HPS071	1st year	<b>119,959</b>	60.5000	<b>124757</b>	62.9200	<b>128500</b>	64.8076	<b>132355</b>	66.7518
40HPS072	2nd year	<b>125,907</b>	63.5000	<b>130943</b>	66.0400	<b>134871</b>	68.0212	<b>138918</b>	70.0618

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2024/3532

Applicant:  
Maari Ma Health Aboriginal Corporation

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190


I, Richard Weston, Chief Executive Officer have the authority given to me by Maari Ma Health Aboriginal Corporation to give the following undertakings with respect to the *Maari Ma Health Aboriginal Corporation Enterprise Agreement 2023* ("the Agreement"):

1. In relation to subclause 37.2, I undertake that the subclause will be deleted and replaced with the following:  

37.2 An Employee engaged for one day or more on higher duties will be paid at the higher classification rate.
2. I undertake that:
  - (a) An Employee who is classified under Schedule 1, 2, 3 or 4 of the Agreement and required to work overtime on a Saturday, Sunday or public holiday, will be engaged for at least 4 hours' or paid for 4 hours' work at the appropriate rate, except where such overtime is continuous with overtime commenced on the previous day.
  - (b) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period.
3. In relation to subclause 36.2, I undertake that this allowance will be payable to an Employee who is classified under Schedule 1, 2, 3 or 4 of the Agreement and who is regularly required to use one or more languages in addition to English.
4. I undertake that an Employee who is classified as an Aboriginal and/or Torres Strait Islander Health Worker in Schedule 1 of the Agreement and who is qualified and permitted under law to administer medications in the performance of their duties will be entitled to an allowance of \$2.87 per week.

5. I undertake that:
- (a) An Employee who is required to work overtime after the usual finishing hour of work beyond one hour will be:
    - (i) supplied with an adequate meal where Maari Ma has adequate cooking and dining facilities; or
    - (ii) paid a meal allowance of \$16.20.
  - (b) Where overtime work exceeds 4 hours a further meal allowance of \$14.60 will be paid to the Employee.
  - (c) The above will not apply when an Employee could reasonably return home for a meal within the meal break.
6. I undertake that Maari Ma will provide blood count tests to Employees who are exposed to radiation hazards in the course of their work free of charge.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Richard Weston, CEO

Signature

23/10/24

Date