



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Maari Ma Health Aboriginal Corporation T/A Maari Ma Health
(AG2021/4441)

MAARI MA HEALTH ABORIGINAL CORPORATION ENTERPRISE AGREEMENT 2021

Health and welfare services

COMMISSIONER WILSON

MELBOURNE, 26 APRIL 2021

Application for approval of the Maari Ma Health Aboriginal Corporation Enterprise Agreement 2021.

[1] An application has been made for approval of an enterprise agreement known as the *Maari Ma Health Aboriginal Corporation Enterprise Agreement 2021* (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 Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. 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. The undertakings are taken to be a term of the agreement.

[3] The Notice of Employee Representational Rights incorrectly references the title of the Agreement as the “Maari Ma Health Aboriginal Corporation Enterprise Agreement 2020”. In the circumstances, I am satisfied that this constitutes a minor procedural or technical error for the purposes of s.188(2)(a). Further, having regard to the content of the statutory declaration I am satisfied that the employees covered by the agreement were not likely to have been disadvantaged by the error. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of s.188(2) of the Act.

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

[5] The Australian Nursing and Midwifery Federation and the Health Services Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act

that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 May 2021. The nominal expiry date of the Agreement is 30 June 2023.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2021/4441

Applicant: MAARI MA HEALTH ABORIGINAL CORPORATION

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Bob Davis, Chief Executive Officer for Maari Ma Health Aboriginal Corporation give the following undertakings with respect to the *Maari Ma Health Aboriginal Corporation Enterprise Agreement 2021* ("the Agreement"):

1. I have the authority given to me by Maari Ma Health Aboriginal Corporation, to provide this undertaking in relation to the application before the Fair Work Commission.
2. I undertake that in relation to subclause 7.1, the following definition will be inserted:

"Shiftworker" for the purposes of the NES means an employee who is regularly rostered to work ordinary shifts on Sundays and public holidays (that is, not less than 10 in any 12 month period). A shiftworker will be entitled to 5 weeks annual leave under the NES.
3. I undertake that in relation to clause 20 – Part-time Employment, the following subclause be inserted:

20.6 A part-time Employee who would otherwise be covered by the *Aboriginal and Torres Strait Islander Health Workers and Practitioners and Aboriginal Community Controlled Health Services Award 2020* (MA000115) will be rostered for a minimum of eight (8) hours per week.
4. I undertake that in relation to subclause 49.1, Maari Ma does not and will not employ Health Professionals and Support employees as shiftworkers whose ordinary hours of work finish between 6:00pm and 8:00am or commence between 6:00pm and 6:00am.
5. I undertake that subclause 52.5(a) will operate subject to the National Employment Standards, in that notice of paid personal leave is to be provided by the Employee to Maari Ma as soon as practicable, which may be a time after the leave has started.

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6. I undertake that the rates of pay for Operations – Level 6 will be as follows:

Operations		Current		July 2021		July 2022	
Percentage Increase		2.00%		2.00%		2.00%	
Code	Description	Annual	Hourly	Annual	Hourly	Annual	Hourly
Operations – Level 6							
20OPS061	1st Year	67,123	33.8526	68,465	34.5297	69,834	35.2203
20OPS062	2nd Year	69,126	34.8632	70,509	35.5604	71,919	36.2716

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



 Signature

23.04.2021

 Date

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

Maari Ma Health Aboriginal Corporation

Enterprise Agreement 2021



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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 2021** (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 2023.
- 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.

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

“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.

“Cultural Competency Level - Emerging” means

- This is the minimum level of competency required to work at Maari Ma
- Basic knowledge of Aboriginal history and culture and how it relates to role
- Commit to training and development in cultural competence areas

“Cultural Competency Level - Developing” means

- To be attained a maximum of 12 months into working with Maari Ma
- Demonstrated compliance with all cultural standards and protocols
- Commit to building competence and attaining next level in 2 years

“Cultural Competency Level - Competent” means

- Demonstrated their delivery is culturally informed
- Demonstrated collaborative practices with Aboriginal people
- Demonstrated contribution to community engagements

“Cultural Competency Level - Proficient” means

- Influence strategic direction of organisation to be culturally informed
- Contribute to the evidence and research base for informed best cultural practice
- Engage with the Aboriginal governance of the organisation

“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 a body of employee representatives (registered) and includes but is not restricted to NSW Nurses & Midwives Association (NSWNMA), Australian Nursing and Midwifery Federation NSW Branch and Health Services Union New South Wales (HSU).

8. OVERVIEW STATEMENT – MAARI MA HEALTH

- 8.1. Maari Ma Health is an Aboriginal community controlled primary health care organisation providing services across the far western region of New South Wales. Our vision is *“Aboriginal people live longer and close the gap – families, individuals and communities achieve good health, well-being and self-determination supported by Maari Ma.”*
- 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. The NES and this Agreement combine to form the minimum conditions of employment for Employees covered by this Agreement. Where conditions are more beneficial than the NES, this Agreement shall apply.

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 term.
- 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 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 FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.*
- A decision that 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 FWC in accordance with this term.

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.

- 17.2. 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. Part-time Employees can be employed on either a continuing or fixed/maximum-term contract.
- 20.5. A part-time Employee will be rostered for a minimum of two (2) consecutive hours on any shift.

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.
- 22.6. Right to request casual conversion
- (a) A casual Employee engaged by Maari Ma as a regular casual employee may request that their employment be converted to full-time or part-time employment.
 - (b) A “**regular casual employee**” is a casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee.
 - (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to full-time employment.
 - (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
 - (e) Any request under this clause must be in writing and provided to Maari Ma.
 - (f) Where a regular casual employee seeks to convert to full-time or part-time employment, Maari Ma may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the casual employee.
 - (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual Employee’s hours of work in order for the Employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement—that is, the casual Employee is not truly a regular casual employee as defined in subclause 22.6(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee’s position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee’s hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
 - (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
 - (i) Where Maari Ma refuses a regular casual Employee’s request to convert, Maari Ma must provide the casual Employee with its reasons for refusal in writing within 21 days of the request being made.

- (j) If the Employee does not accept Maari Ma's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 13—Dispute Resolution Procedure. Under that procedure, the Employee or Maari Ma may refer the matter to the FWC if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in clause 22.6, Maari Ma and Employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in subclause 22.6.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) 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.
- (n) 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.
- (o) A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under subclause 22.6.
- (p) Nothing in subclause 22.6 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual Employee to so convert.
- (q) Nothing in subclause 22.6 requires Maari Ma to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (r) Maari Ma must provide a casual Employee, whether a regular casual employee or not, with access to a copy of the provisions of subclause 22.6 within the first 12 months of the Employee's first engagement to perform work.
- (s) A casual Employee's right to request to convert is not affected if Maari Ma fails to comply with the notice requirements in subclause 22.6(r).

PART 4 – TERMINATION OF EMPLOYMENT

23. NOTICE OF TERMINATION BY MAARI MA

- 23.1. 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.
- 23.2. 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 25 below.
- 23.3. In order to terminate the employment of an Employee (except casual and fixed term Employees), Maari Ma will give the following notice:

Period of Continuous Service	Period of Notice
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

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

24. NOTICE OF TERMINATION BY AN EMPLOYEE

- 24.1. 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 23, except that there is no requirement for the Employee to give additional notice based on the age of the Employee concerned.
- 24.2. 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.
- 24.3. 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.

25. TERMINATION OF EMPLOYMENT WITHOUT NOTICE – SUMMARY DISMISSAL

- 25.1. 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.
- 25.2. In all circumstances the conduct must be investigated using the principles of procedural fairness by the Human Resources Coordinator or other such person deemed appropriate by the CEO.
- 25.3. Any actions or behaviours must be referred to as "suspected misconduct" until a decision is made.
- 25.4. 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) Wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of the employment contract.
- (d) Behaving in a manner that causes imminent and serious risk to a person's health or safety or the reputation of Maari Ma.
- (e) Professional misconduct in relation to medical, nursing or allied health activity.
- (f) Refusing to carry out a lawful and reasonable instruction that is consistent with the employment contract.

25.5. 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.

25.6. 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.

26. STATEMENT OF SERVICE

26.1. 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.

27. PAYMENT UPON TERMINATION

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

28. REDUNDANCY

28.1. 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 or operational requirements.

28.2. 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:

Period of Continuous Service	Severance Pay
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

Period of Continuous Service	Severance 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

- 28.3. 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 time rate of pay and the new lower paid duties ordinary time rate of pay for the number of weeks of notice owing.

Employee leave during notice period

- 28.4. 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

- 28.5. 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.
- 28.6. 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

- 28.7. 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

- 28.8. 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

- 28.9. 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.
- 28.10. 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.
- 28.11. 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

29. CLASSIFICATIONS

- 29.1. 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.
- 29.2. Classification Descriptors are stated in Schedule 1, 2, 3 and 4 of this Agreement.
- 29.3. The classification descriptors are a wage rate classification guide only and are not intended to determine scope of professional practice.
- 29.4. The actual scope of practice is influenced by the context in which service delivery takes place, the needs of the people, the level of competence of the employee, registration, credentialing and the policy requirements of Maari Ma.

30. DIRECTION TO PERFORM WORK

- 30.1. 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.
- 30.2. 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.
- 30.3. The position must be of comparable or higher level to the Employee's current position.

31. RECLASSIFICATION

- 31.1. Any request to have a position reclassified to a higher level must be in writing and submitted by the Employee to their Manager.
- 31.2. The relevant Executive Manager will assess the request and consult with the Human Resources Coordinator.
- 31.3. If the Manager considers that reclassification is warranted, the Manager will seek written approval from the CEO with support from the Human Resources Coordinator, the relevant Executive Manager and Executive Manager Finance by way of an internal brief.
- 31.4. 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.

- 31.5. 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.
- 31.6. In some cases qualification(s) may not necessarily automatically translate to a pay increase, as it must be job specific and relative.
- 31.7. Reclassification will not be approved if the duties proposed exceed the operational requirements of Maari Ma.

32. PROGRESSION BETWEEN PAY POINTS

- 32.1. 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); and
 - (b) For part-time or casual Employees - 1,786 hours of completed work.
- 32.2. Periods of approved leave without pay shall not count towards hours of work or service for the purposes of progression between pay points.

33. REMOTE ALLOWANCE

- 33.1. An Employee shall be paid a remote 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.

34. RELOCATION ASSISTANCE

- 34.1. 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.

35. INTERPRETING ALLOWANCE

- 35.1. An Employee who is classified in Schedule 4 and who is required to perform occasional interpretation or translation duties will be paid an allowance of \$1.05 on each occasion, to a maximum of \$12.14 per week.
- 35.2. Employees who are 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.	\$2,019.84 per annum
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Level 2 Employees possess a level of ability for the ordinary purposes of general business, conversation, reading and writing.	\$4,042.81 per annum.
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36. HIGHER DUTIES

- 36.1. An Employee may be called upon to perform temporarily the duties of an Employee holding a higher designation than his or her own.
- 36.2. An Employee engaged for three (3) days or more on higher duties will be paid the higher rate for each day.
- 36.3. 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 Human Resources Coordinator and the relevant Manager.
- 36.4. 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.
- 36.5. 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.

37. TRAVELLING AND VEHICLE ALLOWANCE

- 37.1. 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 \$0.80 per kilometre. The Employee will be required to provide reasonable evidence for the purposes of reimbursement.
- 37.2. 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.

38. SUPERANNUATION

- 38.1. Maari Ma will pay superannuation contributions in accordance with the *Superannuation Guarantee Charge Act 1992* (Cth).
- 38.2. Under superannuation legislation, Employees have the opportunity to choose their own complying MySuper superannuation fund. If an Employee does not choose a superannuation fund within 28 days of commencement of employment, the Employee's payments will be paid into Maari Ma's default fund's MySuper product.

39. PAYMENT OF WAGES

- 39.1. 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.
- 39.2. 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.

- 39.3. 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.
- 39.4. 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.

40. ANNUALISED SALARIES

- 40.1. 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.

41. WAGE INCREASES DURING LIFE OF AGREEMENT

- 41.1. Wages will be increased by 2.00% per annum effective from the first full pay period in July for each year for the life of this Agreement.
- 41.2. If Maari Ma receives indexation payments from its primary funding providers of more than 2.00%, that additional increase amount will be passed on to the maximum possible extent.
- 41.3. This Agreement guarantees wage increases as specified in this Agreement. Maari Ma will ensure that at no time the rates contained within this Agreement will fall below the federal minimum wage for the rates contained in the following Awards (when such minimum wage or award is adjusted by the National Wage Order):
- (a) *Aboriginal and Torres Strait Islander Health Workers and Practitioners and Aboriginal Community Controlled Health Services Award 2020* (MA000115)
 - (b) *Health Professionals and Support Services Award 2020* (MA000027)
 - (c) *Nurses Award 2010* (MA000034)

42. SALARY PACKAGING

- 42.1. 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).
- 42.2. 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.
- 42.3. 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.

- 42.4. 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.
- 42.5. Maari Ma is under no obligation to honour any arrangements a new Employee may have had with a previous Employer.
- 42.6. Salary packaging is not available for casual Employees.

PART 6 – HOURS OF WORK

43. ORDINARY HOURS OF WORK

- 43.1. 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.
- 43.2. The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 43.3. 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.
- 43.4. The hours of work on any day will be continuous except for meal breaks.

44. ACCRUED DAYS OFF

- 44.1. 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.
- 44.2. ADO may be taken in any arrangement of hours, part days or full days.
- 44.3. 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.
- 44.4. Where there is agreement between Maari Ma and the Employee, an Employee may accrue up to a maximum of five (5) ADOs.
- 44.5. Any ADOs accrued but not taken on the date of termination will be paid out at ordinary rates.
- 44.6. ADOs are not available for part-time or casual Employees.

45. SPAN OF HOURS

- 45.1. 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.
- 45.2. 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.

46. BREAKS

Meal Breaks

- 46.1. 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.
- 46.2. The time of taking the meal break may be varied by agreement between Maari Ma and the Employee.

Rest Breaks

- 46.3. 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.
- 46.4. Subject to agreement between Maari Ma and the Employee, such breaks may alternatively be taken as one twenty (20) minute break.
- 46.5. Rest breaks will count as time worked.

Rest Breaks during overtime

- 46.6. 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

- 46.7. 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.
- 46.8. By mutual agreement between Maari Ma and an Employee, the 10 hour rest break may be reduced to 8 hours.
- 46.9. 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.

47. OVERTIME

- 47.1. Overtime will be payable in accordance with this clause.
- 47.2. 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.
- 47.3. Employees at Operations Level 11 and 12 in Schedule 2 will be excluded from receiving payment for overtime.
- 47.4. Overtime penalty rates are calculated on the ordinary rate of pay and so are in substitution for, and not cumulative upon, the shift penalties described in this Agreement. The highest penalty rate applicable to the situation is payable.

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

Circumstance	Monday to Saturday	Sunday	Public Holidays
For all work: (a) In excess of 38 hours per week or, for part-time employees, in excess of the agreed ordinary hours of work; 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%

Rest period after overtime

- 47.6. 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.
- 47.7. 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 ordinary 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)

- 47.8. 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).
- 47.9. 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.
- 47.10. TOIL will be accrued on an hour for hour basis.
- 47.11. 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.
- 47.12. 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.
- 47.13. 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 ordinary 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.

- 47.14. Employees cannot be compelled to take TOIL instead of payment for overtime.
- 47.15. TOIL does not apply to Employees classified at Operations Level 11 and 12.
- 47.16. Records of all TOIL owing to Employees and taken by Employees will be maintained by the Employer.

48. PENALTY RATES

- 48.1. Maari Ma does not require Employees to work ordinary hours on Saturdays, Sundays and Public Holidays.
- 48.2. Any work required to work on Saturdays, Sundays and Public Holidays will be paid at rates in accordance with clause 47.

49. SHIFT RATES

- 49.1. Employees working shift work will be paid shift penalty rates in accordance with the following table:

Shift commencing between 10:30am and 1:30pm and finishing later than 7:00pm	Shift commencing after 1:30pm and finishing after 7:00pm	Shift starts or finishes between 7:00pm and 7:00am	Shift starts or finishes between 7:00pm and 7:00am (continuously for a period exceeding four weeks)
10%	12.5%	15%	30%

- 49.2. Shift penalty rates for casual Employees will be calculated upon the minimum hourly rate for their classification – not the rate including the 25% casual loading.

50. ON CALL ALLOWANCE AND RECALL TO DUTY

- 50.1. 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) \$20.65 for any 24 hour period or part thereof, Monday to Sunday; and
- (b) \$41.21 for any 24 hour period of part thereof on Public Holidays.
- 50.2. 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:

Circumstance	Rate
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%

- 50.3. 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.
- 50.4. 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

51. ANNUAL LEAVE

- 51.1. Full-time Employees are entitled to accrue 25 working days (5 weeks) annual leave per year of continuous paid service.
- 51.2. Part-time Employees will accrue annual leave on a pro-rata basis per year of continuous paid service.
- 51.3. Annual leave accrues fortnightly and is accessible (once accrued) from commencement of employment.
- 51.4. Leave loading of 17.5% is payable on all annual leave entitlements. This loading is applicable when annual leave is paid upon termination.
- 51.5. 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

- 51.6. An Employee has an excessive annual leave accrual if the Employee has accrued in excess of 10 weeks of annual leave or 12 paid weeks' of annual leave if they are a shift worker.
- 51.7. 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

- 51.8. 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.
- 51.9. A direction under subclause 51.8:
- (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

- 51.10. 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.
- 51.11. The written notice under subclause 51.10 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.

51.12. The notice under subclause 51.10:

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

51.13. An Employee is not entitled to request more than 5 weeks' paid annual leave (or 6 weeks paid annual leave for a shiftworker) in any 12 month period.

51.14. 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

51.15. 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).

52. PERSONAL/CARER'S LEAVE

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

52.2. 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.

52.3. 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).

- 52.4. The unused balance of personal leave is not paid on termination of employment.
- 52.5. 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.
- 52.6. 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.
- 52.7. 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).

53. COMPASSIONATE LEAVE

- 53.1. 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.
- 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. 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.
- 53.4. Compassionate leave may also be taken after the death of a member of the Employee's immediate family or household.
- 53.5. 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.
- 53.6. 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.
- 53.7. 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.

54. PUBLIC HOLIDAYS

- 54.1. 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.
- 54.2. Any day gazetted under the *Public Holidays Act 2010* (NSW) will be recognised as a public holiday under this Agreement.
- 54.3. Public holidays occurring during a period of unpaid leave will not be paid.

55. PARENTAL LEAVE

- 55.1. Parental Leave shall be in accordance with the NES under the Act.
- 55.2. 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.
- 55.3. Full-time or part-time Employees who have completed at least 40 weeks continuous service and who are eligible for unpaid parental leave under the NES will also be entitled to six (6) weeks paid parental leave paid at the Employee's ordinary rate of pay.
- 55.4. Full- time Employees will be entitled to paid parental leave calculated on 38 hours per week.
- 55.5. 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 immediately before commencing paid parental leave.
- 55.6. Parental leave may be taken at half pay over 12 weeks.
- 55.7. 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 five (5) days paid leave paid at their ordinary hours and rate of pay.
- 55.8. Such leave may be taken at the time of birth or a time approved by Maari Ma.

56. LEAVE WITHOUT PAY

- 56.1. 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.
- 56.2. Leave without pay for periods of up to ten (10) days may be approved by the Employee's Manager.
- 56.3. Leave without pay for periods of more than ten (10) days must be approved by the CEO or their delegate.

57. SPECIAL LEAVE

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

58. LONG SERVICE LEAVE

- 58.1. For the purpose of this clause, the following definition applies:
"Month" means: 4.33 weeks.
- 58.2. 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.
- 58.3. 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.
- 58.4. 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.
- 58.5. 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.
- 58.6. 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.
- 58.7. 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.
- 58.8. 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.
- 58.9. 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.

- 58.10. Long service leave is exclusive of a public holiday that falls during the period of leave.
- 58.11. Long Service Leave shall be taken at a time mutually arranged between Maari Ma and the Employee.
- 58.12. Long service leave is to be taken in minimum periods of five (5) days.
- 58.13. Long service leave may be taken in periods of less than five (5) days where agreed.
- 58.14. 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.

59. STUDY, TRAINING & CONFERENCE LEAVE

- 59.1. "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.
- 59.2. 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.
- 59.3. 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.
- 59.4. At Maari Ma's discretion, leave in excess of five (5) days per financial year may be approved.
- 59.5. Such leave is not cumulative or paid out on termination.

60. CONTINUING PROFESSIONAL DEVELOPMENT LEAVE

- 60.1. 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).
- 60.2. 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.
- 60.3. Applications for CPD must be approved by Maari Ma prior to the training being undertaken.
- 60.4. Maari Ma is not responsible for paying for or reimbursing the Employee for any costs associated with CPD including tuition fees, travel or meals.
- 60.5. Such leave is not cumulative or paid out on termination.

61. NAIDOC LEAVE

- 61.1. 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.
- 61.2. This leave is not cumulative and does not deduct from any other leave entitlements.

62. CEREMONIAL/CULTURAL LEAVE

- 62.1. 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.
- 62.2. Applications for ceremonial leave must be made in writing at least two (2) weeks prior to the commencement of the leave requested.

63. JURY SERVICE

- 63.1. 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.
- 63.2. 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.
- 63.3. 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.
- 63.4. 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.
- 63.5. Casual Employees required to attend for jury service will be granted the necessary leave without pay to fulfil those requirements.
- 63.6. 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.
- 63.7. If the Employee is empanelled on a jury, the Employee will not be required to attend work until completion of the jury service.
- 63.8. 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.

64. COMMUNITY SERVICE LEAVE

- 64.1. 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.
- 64.2. A 'Voluntary Emergency Management Activity' involves:
 - (a) Engagement in an activity that involves dealing with an emergency or natural disaster; and
 - (b) The Employee engages in the activity on a voluntary basis; and

- (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
- (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 assists with emergencies and natural disasters.

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

- 64.3. An Employee is entitled to take community services leave while they are engaged in the activity and for reasonable rest and travel time.
- 64.4. 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.

65. NATURAL DISASTER LEAVE

- 65.1. 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.

66. INDUSTRIAL RELATIONS TRAINING LEAVE

- 66.1. In order to encourage co-operative workplace relations, Maari Ma may grant an Employee nominated by the Union up to five (5) days unpaid trade union education leave per year to acquire knowledge and competencies in industrial relations to enable Employees to effectively participate and perform a representative role.
- 66.2. Maari Ma will grant Industrial Relations Training Leave so long as granting the leave does not unduly impact on service delivery or unduly affect the operational requirements. This leave is not cumulative.

67. CHRISTMAS CLOSURE LEAVE

- 67.1. 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.
- 67.2. Full-time Employees will be entitled to three (3) days paid leave during this period.
- 67.3. Part-time Employees will be entitled to paid leave during this period on the days they would normally be rostered to work.
- 67.4. Casual Employees are not entitled to paid leave.
- 67.5. This leave is not cumulative and is deemed as ordinary paid hours.

- 67.6. 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.

68. SPECIAL MEASURES DURING THE COVID-19 PANDEMIC

- 68.1. Special measures to deal with the COVID-19 pandemic are set out in **Schedule 5**.

PART 8 – OTHER COMMITMENTS AND EXPECTATIONS

69. SMOKE FREE WORKPLACE

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

70. DISCRIMINATION, HARASSMENT AND BULLYING

- 70.1. 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.
- 70.2. 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.
- 70.3. 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.
- 70.4. 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.
- 70.5. Employees found to have engaged in discrimination, bullying or harassment may be subject to disciplinary action that could include termination of employment.

71. WORKPLACE HEALTH AND SAFETY

- 71.1. 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.

72. DOMESTIC VIOLENCE

- 72.1. 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.
- 72.2. An Employee experiencing domestic violence may also access special leave in accordance with provisions contained in clause 57 – Special Leave of this Agreement and Maari Ma’s “Domestic Violence Workplace Policy”.

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. Employees will be provided with an allowance of up to \$75.00 per year to replace uniform items. Allowance is non-cumulative and must be used by the end of each financial year.
- 77.3. Uniforms are required to be returned to Maari Ma on termination of employment.

Laundry Allowance

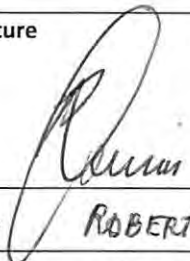

- 77.4. Employees will be entitled to a laundry allowance as follows:
- (a) Full-time and part-time Employees: \$77.48 per year, or for casual employees, the lesser of \$0.32 per shift or part thereof, or \$1.49 per week.

Maari Ma Health Aboriginal Corporation Enterprise Agreement 2021

PART 9 – SIGNATORIES



Maari Ma Health Aboriginal Corporation Enterprise Agreement 2021

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	ROBERT DAVIS	
Position	CEO	
Address	2 OXIDE ST. BROKEN HILL	
Date	25.03.21	
Witness		
Signature		
Name	RENAE ROACH	
Address	340 CHAPPLE ST. BROKEN HILL	
Date	25.03.2021	

Maari Ma Health Aboriginal Corporation Enterprise Agreement 2021

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

Signature	
Name	RENÉE POWELL
Position	REGIONAL OFFICE COORDINATOR
Address	68 WILLS ST BROKEN HILL 2880
Date	25.03.2021
Witness	
Signature	
Name	Karena Crampton
Address	159 Pell St, Broken Hill
Date	25.03.2021

I am authorised to sign this Agreement as a bargaining representative on behalf of the Health Services Union, New South Wales Branch

A handwritten signature in black ink, appearing to read 'Gerard Hayes', with a large, stylized initial 'G'.

GERARD HAYES

Secretary HSU NSW Branch

Address: Level 2, 109 Pitt Street, Sydney NSW 2000

Date: 15 April 2021

Authority to sign Agreement on behalf of employees is in accordance with Rule 48 of the Rules of the Health Services Union.

Brett Holmes

Brett Howard Holmes
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

O'Bray Smith

O'Bray Smith
President
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
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 Worker 1

An Employee at this level is an Aboriginal and/or Torres Strait Islander person and is in their first year of service. They will generally have no direct experience in the provision of Aboriginal health services or programs and will commence study for Certificate III in Aboriginal Primary Health Care or other relevant qualification.

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

Employees at this level will have Cultural Competency Level “Emerging”.

Aboriginal Health Worker 2

An Employee at this level is an Aboriginal and/or Torres Strait Islander person who:

- has completed a minimum of Certificate III in Aboriginal Primary Health Care and demonstrates competency at this level; or
- other relevant qualification; or
- a person with other qualifications or experience deemed relevant by Maari Ma; or
- an Aboriginal Health Worker 1 who has been promoted to Aboriginal Health Worker 2 after having been assessed as having the requisite competence with a minimum of one year’s experience at Aboriginal Health Worker 1.

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.

Aboriginal trainees commencing after 1/7/2014 and undertaking an undergraduate traineeship will commence at this level. Incremental progression will be subject to completion of required units of degree level studies per annum (achieving a minimum pass grade). Upon completion of the Bachelor degree, the trainee will transition to the Health Professional graduate classification.

Employees at this level will have Cultural Competency Level “Emerging”.

Aboriginal Health Worker 3

An Employee at this level holds a minimum of Certificate IV in Aboriginal Primary Health Care Practice or Certificate IV in Aboriginal Primary Health or other relevant qualification or experience.

In addition, Employees at this level are able to independently 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.

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 Cultural Competency Level “Developing”.

Aboriginal Health Worker 4 (Senior Aboriginal Health Worker)

An Employee at this level will possess either a minimum of Diploma of Aboriginal Primary Health Care Practice or Diploma of Aboriginal Primary Health 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 will also participate in action research and assisting in management of action research.

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 Aboriginal Health Worker 4 (Senior Aboriginal Health Worker) 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.
- providing leadership within the profession and multidisciplinary team
- ensuring that service initiatives are integrated into clinic setting/team practice, organisational work unit guidelines and organisational policies
- providing management and/or supervision, training, mentoring and support to other Aboriginal Health Workers
- Performing a majority of tasks at a high level of independence.
- Manage resources for the delivery of individual health services or health programs and/or manage programs

Employees at this level will have Cultural Competency Level “Competent”.

Aboriginal Health Worker 5 (Aboriginal Health Practitioner)

An Employee at this level holds a minimum of Certificate IV in Aboriginal Primary Health Care Practice and registration with AHPRA as an Aboriginal Health Practitioner.

In addition, Employees at this level are able to independently 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.

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 Cultural Competency Level “Developing”.

Aboriginal Health Worker 6 (Senior Aboriginal Health Practitioner)

An Employee at this level will possess either a minimum of Diploma of Aboriginal Primary Health Care Practice or Diploma of Aboriginal Primary Health or other qualifications or experience deemed equivalent and will be registered as an Aboriginal Health Practitioner with AHPRA.

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 will also participate in action research and assisting in management of action research.

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.

- Appointed as such by a selection process to an established and/or advertised Aboriginal Health Worker 6 (Senior Aboriginal Health Practitioner) 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.
- providing leadership within the profession and multidisciplinary team
- ensuring that service initiatives are integrated into clinic setting/team practice, organisational work unit guidelines and organisational policies
- providing management and/or supervision, mentoring and support to other Aboriginal Health Workers
- performing a majority of tasks at a high level of independence.
- Manage resources for the delivery of individual health services or health programs and/or manage programs

Employees at this level will have Cultural Competency Level “Competent”.

PAY RATES

Aboriginal Health Workers		Current		July 2021		July 2022	
Percentage Increase		2.00%		2.00%		2.00%	
Code	Description	Annual	Hourly	Annual	Hourly	Annual	Hourly
Aboriginal Health Worker 1 - no qualification							
10AHW011	1st year	43,786	22.0830	44,662	22.5247	45,555	22.9752
10AHW012	2nd year	46,921	23.6640	47,859	24.1373	48,816	24.6200
10AHW013	3rd year	48,523	24.4719	49,493	24.9614	50,483	25.4606
Aboriginal Health Worker 2 - Minimum Certificate III qualification							
10AHW021	1st year	51,056	25.7496	52,077	26.2646	53,119	26.7899
10AHW022	2nd year	53,728	27.0971	54,802	27.6390	55,898	28.1918
10AHW023	3rd year	56,341	28.4151	57,468	28.9834	58,617	29.5630
Aboriginal Health Worker 3 - Minimum Certificate IV qualification							
10AHW031	1st year	57,911	29.2069	59,069	29.7910	60,251	30.3869
10AHW032	2nd year	59,470	29.9934	60,660	30.5932	61,873	31.2051
10AHW033	3rd year	60,852	30.6903	62,069	31.3041	63,311	31.9302
10AHW034	4th year	64,098	32.3271	65,380	32.9736	66,687	33.6331
10AHW035	5th year	67,143	33.8628	68,486	34.5400	69,855	35.2308
10AHW036	6th year	70,338	35.4746	71,745	36.1841	73,180	36.9078
Aboriginal Health Worker 4 - Minimum Diploma or equivalent qualification							
10AHW041	1st year	73,484	37.0608	74,953	37.8021	76,452	38.5581
10AHW042	2nd year	77,032	38.8503	78,572	39.6273	80,144	40.4198
10AHW043	3rd year	80,233	40.4648	81,838	41.2741	83,474	42.0995
Aboriginal Health Worker 5 – Aboriginal Health Practitioner - Minimum Certificate IV qualification + AHPRA							
10AHW051	1st year	60,852	30.6903	62,069	31.3041	63,311	31.9302
10AHW052	2nd year	64,098	32.3271	65,380	32.9736	66,687	33.6331
10AHW053	3rd year	67,143	33.8628	68,486	34.5400	69,855	35.2308
10AHW054	4th year	70,338	35.4746	71,745	36.1841	73,180	36.9078
10AHW055	5th year	73,484	37.0608	74,953	37.8021	76,452	38.5581
10AHW056	6th year	77,032	38.8503	78,572	39.6273	80,144	40.4198
10AHW057	7th year	80,233	40.4648	81,838	41.2741	83,474	42.0995
Aboriginal Health Worker 6 – Senior Aboriginal Health Practitioner - Minimum Diploma or equivalent qualification + AHPRA							
10AHW061	1st year	82,995	41.8578	84,655	42.6949	86,348	43.5488
10AHW062	2nd year	86,213	43.4807	87,937	44.3504	89,696	45.2374

SCHEDULE 2: OPERATIONS

Operations 1

This is the entry level for administrative 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 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.

A Driver whose primary duties involve a range of transport 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 Cultural Competency Level "Emerging".

Operations 2

Employees at this level would have a minimum qualification of Certificate III in Business or other relevant qualification or experience and be undertaking a range of operational 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 other relevant qualification.

A cook with a certificate in food safety or other relevant certificate will be paid at this level.

An Employee 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 Cultural Competency 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 Cultural Competency 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 Cultural Competency 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 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. 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 Cultural Competency 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 Cultural Competency 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 Cultural Competency 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 Cultural Competency 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 Cultural Competency 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
- Strive to improve health and community outcomes through quality services and programs.

Employees at this level will have Cultural Competency 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 Cultural Competency 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 Cultural Competency Level "Proficient".

PAY RATES

Operations		Current		July 2021		July 2022	
Percentage Increase		2.00%		2.00%		2.00%	
Code	Description	Annual	Hourly	Annual	Hourly	Annual	Hourly
Operations – Level 1							
20OPS011	1st Year	43,786	22.0830	44,662	22.5247	45555	22.9752
20OPS012	2nd Year	46,921	23.6640	47,859	24.1373	48816	24.6200
20OPS013	3rd Year	48,523	24.4719	49,493	24.9614	50483	25.4606
Operations - Level 2 - Minimum Certificate III qualification							
20OPS021	1st Year	47,459	23.9356	48,408	24.4144	49377	24.9026
20OPS022	2nd Year	49,463	24.9461	50,452	25.4450	51461	25.9539
20OPS023	3rd Year	51,392	25.9190	52,420	26.4374	53468	26.9661
20OPS024	4th Year	52,664	26.5606	53,717	27.0918	54792	27.6336
20OPS025	5th Year	53,979	27.2239	55,059	27.7683	56160	28.3237
Operations - Level 3 - Minimum Certificate IV qualification							
20OPS031	1st Year	55,890	28.1876	57,008	28.7513	58148	29.3264
20OPS032	2nd Year	57,856	29.1790	59,013	29.7626	60193	30.3578
Operations - Level 4							
20OPS041	1st Year	59,867	30.1932	61,064	30.7971	62285	31.4130
20OPS042	2nd Year	61,839	31.1879	63,076	31.8116	64337	32.4479
Operations - Level 5							
20OPS051	1st Year	63,520	32.0359	64,791	32.6766	66087	33.3301
20OPS052	2nd Year	65,053	32.8089	66,354	33.4651	67681	34.1344
Operations - Level 6							
20OPS061	1st Year	67,068	33.8253	68,410	34.5018	69778	35.1919
20OPS062	2nd Year	68,669	34.6326	70,042	35.3252	71443	36.0317
Operations - Level 7							
Minimum		74,756	37.7024	76,251	38.4565	77776	39.2256
Maximum		95,972	48.4026	97,891	49.3706	99849	50.3580
Operations - Level 8							
Minimum		98,273	49.5629	100,238	50.5542	102243	51.5653
Maximum		114,273	57.6327	116,559	58.7854	118890	59.9611
Operations - Level 9							
Minimum		116,562	58.7871	118,894	59.9629	121271	61.1621
Maximum		127,499	64.3032	130,049	65.5892	132650	66.9010
Operations - Level 10							
Minimum		127,984	64.5476	130,544	65.8386	133155	67.1554
Maximum		150,844	76.0768	153,861	77.5983	156938	79.1503

Maari Ma Health Aboriginal Corporation Enterprise Agreement 2021

Operations - Level 11							
Minimum		153,127	77.2285	156,190	78.7730	159314	80.3485
Maximum		165,547	83.4920	168,858	85.1618	172235	86.8651
Operations - Level 12							
Minimum		169,127	85.2977	172,510	87.0037	175960	88.7438
Maximum		181,112	91.3423	184,735	93.1692	188429	95.0326

SCHEDULE 3: REGISTERED NURSES AND MIDWIVES

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 Cultural Competency 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 8th 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 Cultural Competency 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 Cultural Competency 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 Cultural Competency 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 Cultural Competency 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
- 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 Cultural Competency 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 Cultural Competency Level “Competent”.

Registered Nurse 5 – Nurse Practitioner 5

An Employee working at this level is:

- A Registered Nurse appointed to the role
- 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 Cultural Competency Level “Competent”.

PAY RATES

Registered Nurses		Current		July 2021		July 2022	
Percentage Increase		2.00%		2.00%		2.00%	
Code	Description	Annual	Hourly	Annual	Hourly	Annual	Hourly
Registered Nurse 1							
30RNM011	Year 1	63976	32.5210	65256	33.1714	66561	33.8348
30RNM012	Year 2	67454	34.2887	68803	34.9745	70179	35.6740
30RNM013	Year 3	70931	36.0564	72350	36.7775	73797	37.5131
30RNM014	Year 4	74674	37.9588	76167	38.7180	77691	39.4923
30RNM015	Year 5	78379	39.8422	79947	40.6391	81545	41.4518
30RNM016	Year 6	82066	41.7164	83707	42.5507	85381	43.4017
30RNM017	Year 7	86288	43.8627	88014	44.7400	89774	45.6348
30RNM018	Year 8	89839	45.6679	91636	46.5813	93469	47.5129
Registered Nurse 2.1 - Clinical Nurse Specialist 1							
30RNM211	Year 1	94228	47.5231	96113	48.4735	98035	49.4430
Registered Nurse 2.2 - Clinical Nurse Specialist 2							
30RNM221	Year 1	101226	51.0525	103251	52.0735	105316	53.1150
30RNM222	Year 2	104539	52.7235	106630	53.7780	108763	54.8535
Registered Nurse 3.1 - Clinical Nurse Consultant 1							
30RNM311	Grade 1 – Year 1	113268	57.1259	115534	58.2684	117844	59.4338
30RNM312	Grade 1 – Year 2	115582	58.2928	117894	59.4586	120252	60.6478
Registered Nurse 3.2 - Clinical Nurse Consultant 2							
30RNM321	Grade 2 – Year 1	116953	59.4504	119292	60.6394	121678	61.8522
30RNM322	Grade 2 – Year 2	120217	60.6303	122621	61.8429	125074	63.0798
Registered Nurse 4.1 – Nurse Manager 1							
30RNM411	Grade 1 – Year 1	113268	57.1259	115534	58.2684	117844	59.4338
30RNM412	Grade 1 – Year 2	115582	58.2928	117894	59.4586	120252	60.6478
Registered Nurse 4.2 – Nurse Manager 2							
30RNM421	Grade 2 – Year 1	117877	59.4504	120235	60.6394	122640	61.8522
30RNM422	Grade 2 – Year 2	120217	60.6303	122621	61.8429	125074	63.0798
Registered Nurse 5 - Nurse Practitioner							
30RNM511	Year 1	124832	62.9581	127329	64.2173	129876	65.5016
30RNM512	Year 2	127152	64.1277	129695	65.4103	132288	66.7185

SCHEDULE 4: 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 HP1 – 1st Year until they obtain formal qualifications through study or recognition of prior learning. The Health Support level includes Dental Assistants and other clinical support roles.

Employees at this level will have Cultural Competency 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 Cultural Competency 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 Cultural Competency 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 Cultural Competency 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.

Health Professional levels 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 HP4 – 2nd Year and will not progress past HP4 - 3rd year until registered with the Psychology Board of Australia.

Employees at this level will have Cultural Competency 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 – 4th 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 Cultural Competency 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.

Employees at this level will have Cultural Competency Level “Competent”.

PAY RATES

Health Professionals & Support		Current		July 2021		July 2022	
Percentage Increase		2.00%		2.00%		2.00%	
Code	Description	Annual	Hourly	Annual	Hourly	Annual	Hourly
Health Professional Level 1 - Health Support - Minimum Certificate III qualification							
40HPS011	Year 1	48770	24.5968	49746	25.0887	50740	25.5905
40HPS012	Year 2	51325	25.8853	52352	26.4030	53399	26.9311
40HPS013	Year 3	53819	27.1429	54895	27.6858	55993	28.2395
Health Professional Level 2 - Health Support - Minimum Certificate IV qualification							
40HPS021	Year 1	54475	27.4737	55564	28.0232	56675	28.5837
40HPS022	Year 2	57694	29.0975	58848	29.6794	60025	30.2730
40HPS023	Year 3	60853	30.6904	62070	31.3042	63311	31.9303
40HPS024	Year 4	64098	32.3271	65380	32.9736	66687	33.6331
Health Professional Level 2D - Health Support - Minimum Diploma or equivalent qualification							
40HPS021D	Year 1	64358	32.4585	65645	33.1077	66958	33.7698
40HPS022D	Year 2	66459	33.5178	67788	34.1882	69144	34.8720
40HPS023D	Year 3	68559	34.5772	69930	35.2687	71329	35.9741
40HPS024D	Year 4	70659	35.6365	72073	36.3492	73514	37.0762
40HPS025D	Year 5	72760	36.6958	74215	37.4297	75699	38.1783
40HPS026D	Year 6	74756	37.7024	76251	38.4565	77776	39.2256
Health Professional Level 3 - Health Education							
40HPS031	Year 1	62763	31.6540	64018	32.2871	65299	32.9328
40HPS032	Year 2	65779	33.1751	67095	33.8386	68436	34.5153
40HPS033	Year 3	69860	35.2334	71257	35.9381	72683	36.6568
40HPS034	Year 4	73787	37.2140	75263	37.9583	76768	38.7175
40HPS035	Year 5	78142	39.4103	79705	40.1986	81299	41.0025
40HPS036	Year 6	82187	41.4502	83831	42.2792	85507	43.1248
Health Professional Level 4							
40HPS041	Year 1	64575	32.5677	65866	33.2191	67184	33.8834
40HPS042	Year 2	67007	33.7943	68347	34.4702	69714	35.1596
40HPS043	Year 3	71132	35.8749	72555	36.5924	74006	37.3243
40HPS044	Year 4	76020	38.3402	77541	39.1070	79092	39.8891
Health Professional Level 5							
40HPS051	Year 1	81263	40.9841	82888	41.8038	84546	42.6399
40HPS052	Year 2	86424	43.5873	88153	44.4591	89916	45.3482
40HPS053	Year 3	90624	45.7054	92436	46.6195	94285	47.5519
40HPS054	Year 4	93553	47.1825	95424	48.1261	97332	49.0886
Health Professional Level 6							
40HPS061	Year 1	100625	50.7494	102638	51.7644	104690	52.7996

Maari Ma Health Aboriginal Corporation Enterprise Agreement 2021

40HPS062	Year 2	110947	55.9551	113166	57.0742	115429	58.2156
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SCHEDULE 5 – SPECIAL MEASURES TO DEAL WITH THE COVID-19 PANDEMIC

- 1.1. This Schedule will apply for the duration of the Human Biosecurity Emergency Period (and any extensions) declared by the Australian Government under the *Biosecurity (Human Biosecurity Emergency) (Human Coronavirus with Pandemic Potential) Declaration 2020* (the **Declaration**) and will cease operation on expiry of the Human Biosecurity Emergency Period (and any extensions).

Paid Pandemic Leave

- 1.2. Employees (other than casual Employees) will be entitled to take up to 2 weeks' paid leave per calendar year if the Employee is prevented from working as a result of:
- (a) measures taken by government or medical authorities in response to the COVID-19 (coronavirus) pandemic (for example, an enforceable government direction);
 - (b) the Employer, or government or medical authorities, requiring the Employee to self-isolate;
 - (c) the Employee having to self-isolate while waiting for a coronavirus test result;
 - (d) the Employee showing symptoms of coronavirus and have been advised by a medical practitioner to self-isolate;
 - (e) the Employee has come into contact with a person suspected of having contracted coronavirus, or
 - (f) government or medical authority measures taken in response to coronavirus (including, for example, closing a facility).
- 1.3. The paid pandemic leave is non-cumulative and can be taken in part-days, single days or consecutive days.
- 1.4. An Employee who wants to take paid pandemic leave must have already been tested for coronavirus for each occasion of leave, or agree to get tested as soon as possible. An Employee will not be entitled to take paid pandemic leave if they do not get tested or agree to get tested as soon as possible.
- 1.5. Temporary and part-time employees will be entitled to the leave on a pro-rata basis.
- 1.6. An Employee will not be entitled to take paid pandemic leave if their situation means they are entitled to take paid or unpaid sick or carer's leave instead. For example, paid pandemic leave cannot be accessed if the Employee is unable to work due to personal illness or injury, or because the Employee needs to provide care or support for a member of their immediate family or household who is sick or injured or to help during a family emergency.
- 1.7. The Employee must give Maari Ma notice of the taking of leave and of the reason the Employee requires the leave, as soon as practicable (which may be a time after the leave has started). The Employee must also notify Maari Ma of the period expected to be off work.
- 1.8. If required by Maari Ma, the Employee must provide evidence that would satisfy a reasonable person that the leave is taken for the purposes of the requirement to self-isolate. If the Employee is taking the leave on the advice of a medical practitioner, Maari Ma may require the evidence to be a medical certificate.
- 1.9. Employees can access (with approval from their Executive Manager) existing leave entitlements of Annual, ADO, TOIL and LSL in the event they exhaust their paid pandemic leave.

Unpaid Pandemic Leave

- 1.10. Two weeks unpaid pandemic leave is available for casual Employees and all other Employees who have exhausted their paid pandemic leave with approval by their Executive Manager.
- 1.11. A period of paid or unpaid pandemic leave under this Schedule must start during the human biosecurity emergency period, but may end after that date.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2021/4441

Applicant: MAARI MA HEALTH ABORIGINAL CORPORATION

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Bob Davis, Chief Executive Officer for Maari Ma Health Aboriginal Corporation give the following undertakings with respect to the *Maari Ma Health Aboriginal Corporation Enterprise Agreement 2021* ("the Agreement"):

1. I have the authority given to me by Maari Ma Health Aboriginal Corporation, to provide this undertaking in relation to the application before the Fair Work Commission.
2. I undertake that in relation to subclause 7.1, the following definition will be inserted:

"Shiftworker" for the purposes of the NES means an employee who is regularly rostered to work ordinary shifts on Sundays and public holidays (that is, not less than 10 in any 12 month period). A shiftworker will be entitled to 5 weeks annual leave under the NES.
3. I undertake that in relation to clause 20 – Part-time Employment, the following subclause be inserted:

20.6 A part-time Employee who would otherwise be covered by the *Aboriginal and Torres Strait Islander Health Workers and Practitioners and Aboriginal Community Controlled Health Services Award 2020* (MA000115) will be rostered for a minimum of eight (8) hours per week.
4. I undertake that in relation to subclause 49.1, Maari Ma does not and will not employ Health Professionals and Support employees as shiftworkers whose ordinary hours of work finish between 6:00pm and 8:00am or commence between 6:00pm and 6:00am.
5. I undertake that subclause 52.5(a) will operate subject to the National Employment Standards, in that notice of paid personal leave is to be provided by the Employee to Maari Ma as soon as practicable, which may be a time after the leave has started.

6. I undertake that the rates of pay for Operations - Level 6 will be as follows:

Operations		Current		July 2021		July 2022	
Percentage Increase		2.00%		2.00%		2.00%	
Code	Description	Annual	Hourly	Annual	Hourly	Annual	Hourly
Operations – Level 6							
20OPS061	1st Year	67,123	33.8526	68,465	34.5297	69,834	35.2203
20OPS062	2nd Year	69,126	34.8632	70,509	35.5604	71,919	36.2716

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



Signature

23.04.2021

Date