



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Danila Dilba Biluru Butji Binnilutlum Health Service T/A Danila Dilba Health Service
(AG2022/3682)

DANILA DILBA HEALTH SERVICE ENTERPRISE AGREEMENT 2022-2026

Health and welfare services

COMMISSIONER P RYAN

SYDNEY, 19 SEPTEMBER 2022

Application for approval of the Danila Dilba Health Service Enterprise Agreement 2022 - 2026

[1] Danila Dilba Biluru Butji Binnilutlum Health Service Aboriginal Corporation (**Employer**) made an application for approval of an enterprise agreement known as the *Danila Dilba Health Service Enterprise Agreement 2022-2026* (**Agreement**) pursuant to s.185 of the *Fair Work Act 2009* (**FW Act**). The Agreement is a single enterprise agreement.

Section 186, 187 and 188

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

Section 183 Bargaining representatives

[3] The Australian Nursing and Midwifery Federation (**ANMF**), the Australian Salaried Medical Officers Federation (**ASMOF**), and the United Workers Union (**UWU**) each being a bargaining representative for the Agreement, have given notice under s.183 of the FW Act that they want the Agreement to cover them.

[4] In accordance with s.201(2) of the FW Act, I note that the Agreement covers the ANMF, ASMOF and the UWU.

Approval

[5] The Agreement is approved and, in accordance with s.54 of the FW Act, will operate from 26 September 2022. The nominal expiry date of the Agreement is 30 June 2026.



COMMISSIONER

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Danila Dilba[®]
Health Service

DANILA DILBA HEALTH SERVICE

Enterprise Agreement
2022 - 2026

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1. PERSONS COVERED BY THIS AGREEMENT

- 1.1. This Enterprise Agreement (“Agreement”) is made in accordance with the requirements of the *Fair Work Act 2009 (Cth)* (“the Act”) between Danila Dilba Biluru Butji Binnilutlum Health Service Aboriginal Corporation, (“Danila Dilba Health Service” or “DDHS”) and the Employees of Danila Dilba Health Service.
- 1.2. Notwithstanding the above, Employees classified in the following Grades are excluded from the operation of the following Clauses; 14,15 and 21:
- (a) Medical Officers; and
 - (b) Dentists.

2. COMMENCEMENT AND NOMINAL EXPIRY

- 2.1. This Agreement comes into operation on the seventh day after the date of approval by the FWC.
- 2.2. The nominal expiry date for this agreement is 4 years after its commencement or 30 June 2026 (whichever occurs first).

3. RELATIONSHIP TO INDUSTRIAL INSTRUMENTS

- 3.1. This Agreement applies instead of the following modern awards:
- (a) Aboriginal and Torres Strait Islander Health Workers and Practitioners and Aboriginal Community Controlled Health Services Award 2020;
 - (b) Health Professionals and Support Services Award 2020;
 - (c) Medical Practitioners Award 2020;
 - (d) Nurses Award 2020; and
 - (e) Pharmacy Industry Award 2020.
- 3.2. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4. DEFINITIONS

“Act”	means the Fair Work Act 2009 (Cth).
“NES”	means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth).
“Employer”	means Danila Dilba Health Service (DDHS).
“FWC”	means Fair Work Commission.
“CEO”	means the Chief Executive Officer of Danila Dilba Health Service or his/her delegate.
“Union”	means the United Workers Union, the Australian Nursing and Midwifery Federation and the Australian Salaried Medical Officers Federation.
“Calendar year”	means each successive period of twelve (12) months commencing on January 1 and ending on December 31.
“Sufficient cause”	means where an employee is unable to attend work due to unforeseen, emergency or special circumstances of which the employee could not reasonably be expected to have prior knowledge.
“Shift worker”	for the purposes of the NES, means an employee who is rostered to regularly work outside the span of ordinary work hours prescribed by clause 12.1 Span

of Hours. Shift work ordinary hours can be rostered Monday to Saturday inclusive.

“Immediate Family” means for the purpose of this Agreement:

- (a) “Immediate family member” means for the purpose of this Agreement:
 - i. a Spouse, De facto partner, child, parent, grandparent, grandchild or sibling of an Employee;
 - ii. a child, parent, grandparent, grandchild or sibling of a Spouse or De facto partner of the employee; and,
 - iii. a person for whom the employee has caring responsibilities arising from an Aboriginal and Torres Strait Islander traditional kinship relationship of equivalent status to those listed above.
- (b) “Child” includes an adopted child, a stepchild, an ex-nuptial child and an adult child.
- (c) “Spouse” includes current or former spouse, irrespective of gender identity or sexuality.
- (d) “De-facto partner” includes current or former de-facto partner, irrespective of gender identity or sexuality.
- (e) “Traditional kinship” - a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs.

5. PREVENTING HARASSMENT AND BULLYING IN THE WORKPLACE

- 5.1. The parties to this Agreement are committed to achieving and maintaining a safe and healthy work environment, free from harassment and bullying behaviour.
- 5.2. The Employer acknowledges the commitment to achieve and maintain a safe and healthy work environment and will take all reasonably practicable steps to prevent, address and eliminate harassment and bullying behaviour in the workplace.
- 5.3. All Employees will behave in a professional manner whilst carrying out their duties and will treat all work colleagues and others in the workplace with courtesy, dignity and respect at all times.
- 5.4. An Employee who has a grievance concerning harassment or bullying may lodge a complaint in accordance with the relevant Danila Dilba Health Service policy.
- 5.5. Where an Employee has followed the internal policy and the dispute is unresolved, the Employee may access Clause 52 Dispute Resolution.

6. FLEXIBILITY TERM

- 6.1. Notwithstanding any other provision of this Agreement, Danila Dilba Health Service and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of Danila Dilba Health Service and the individual Employee (**Individual Flexibility Agreement**).
- 6.2. The terms of this Agreement that Danila Dilba Health Service and the individual Employee may agree to vary the application of are:
 - (a) Arrangements about when work is performed;
 - (b) Overtime rates;
 - (c) Penalty rates;
 - (d) Allowances; and
 - (e) Leave loading.

- 6.3. The Individual Flexibility Agreement between Danila Dilba Health Service and the individual Employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in this Clause;
 - (b) state each term of this Agreement that Danila Dilba Health Service and the individual Employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between Danila Dilba Health Service and the individual Employee;
 - (d) not disadvantage the individual Employee in relation to the individual Employee's terms and conditions of employment;
 - (e) require the Employer to ensure that any Individual Flexibility Agreement must be about matters that would be permitted matters under section 172 of the *Fair Work Act 2009*;
 - (f) require Danila Dilba Health Service to ensure that an Individual Flexibility Agreement must not include a term that would be an unlawful term under section 194 of the *Fair Work Act 2009*;
 - (g) require Danila Dilba Health Service to ensure that any Individual Flexibility Agreement agreed to must result in the Employee being better off overall than the Employee would have been if no Individual Flexibility Agreement were agreed to;
 - (h) genuinely be made without coercion or duress;
 - (i) be in writing, name the parties to the Individual Flexibility Agreement and be signed by Danila Dilba Health Service and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (j) require Danila Dilba Health Service to give the individual Employee a copy of the Individual Flexibility Agreement within 14 days after it is agreed to and keep the original;
 - (k) require Danila Dilba Health Service to ensure that any Individual Flexibility Agreement must be able to be terminated by Danila Dilba Health Service or the individual Employee giving 28 days' notice. The Employer or Employee may terminate the Individual Flexibility Agreement:
 - i. by giving no more than 28 days written notice to the other party to the Agreement;
or
 - ii. if the Employer and Employee agree in writing — at any time; and
 - (l) state the date the Individual Flexibility Agreement commences to operate.

7. CONSULTATION

- 7.1. This term applies if Danila Dilba Health Service:
- (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 Significant Effects on Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

- 7.2. For a major change referred to in clause 7.1(a):
- (a) DDHS must notify the relevant Employees of the decision to introduce the major change; and
 - (b) clauses 7.3 to 7.9 apply; and

- (c) DDHS must discuss the introduction of any changes with the Employees who may be affected by the proposed changes and their representative, if any.
- 7.3. The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 7.4. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee(s) advise DDHS of the identity of the representative, DDHS must recognise the representative.
- 7.5. As soon as practicable after making its decision, DDHS 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 that DDHS 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; and,
 - ii. information about the expected effects of the change on the Employees; and,
 - iii. any other matters likely to affect the Employees.
- 7.6. However, DDHS is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 7.7. DDHS must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 7.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 7.2, 7.3, 7.4 and 7.5 are taken not to apply.
- 7.9. In this clause, 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 DDHS' workforce or to the skills required of Employees; or
 - (c) the elimination or decline 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 of Ordinary Hours of Work

- 7.10. For a change referred to in clause 7.1(b):

- (a) DDHS must notify the relevant Employees of the proposed change; and
 - (b) clauses 7.11 to 7.15 apply.
- 7.11. The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 7.12. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise DDHS of the identity of the representative, DDHS must recognise the representative.
- 7.13. As soon as practicable after proposing to introduce the change, DDHS must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purpose 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 DDHS reasonably believes will be the effects of the change on the Employees; and
 - iii. information about any other matters DDHS 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).
- 7.14. However, DDHS is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 7.15. In this clause:
- “Relevant Employees”** means the Employees who may be affected by the change referred to in clause 7.1.

8. TYPES OF EMPLOYMENT AND HOURS OF WORK

- 8.1. Employees under this agreement will be employed in one of the following categories:
- (a) Full-time;
 - (b) Part-time;
 - (c) Casual; or
 - (d) Fixed term / fixed task.
- 8.2. Full-Time Employees
- (a) Full-time Employees will be required to work:
 - i. an average of 38 hours per week (“Ordinary Hours”); and
 - ii. reasonable additional hours (in determining reasonable additional hours the National Employment Standards will apply).
- 8.3. Part-time Employees
- (a) Part-time Employees will be required to work:
 - i. an average of ordinary hours less than 38 hours per week (“Ordinary Hours”); and

- ii. reasonable additional hours (in determining reasonable additional hours the National Employment Standards will apply).

8.4. Casual Employees:

- (a) A Casual Employee is an Employee engaged as such on hourly basis.
- (b) Casual employees may be offered work:
 - i. for a maximum of 38 ordinary hours per week ("Ordinary Hours"); and
 - ii. reasonable additional hours (in determining reasonable additional hours the National Employment Standards will apply).
- (c) Casual Employees may be rostered on a regular basis, but such roster does not provide an entitlement to regular or continuous work.
- (d) The minimum period of engagement of a casual Employee is three (3) hours.

8.5. Fixed Term / Fixed task:

- (a) A Fixed Term / Fixed Task Employee is employed for a specified period or project, for which the appointment will specify the starting and finishing dates of that employment, or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to the specific task or project, upon the occurrence of which the term of the contract of employment will expire.

8.6. New Employees will be advised of the status of their employment prior to commencing work with Danila Dilba Health Service.

8.7. On commencement of employment, full time and part time employees will be advised of their regular pattern of work including starting and finishing times each day. These times can be changed:

- (a) by written agreement between an Employee and their manager, at any time; or
- (b) by Danila Dilba Health Service giving the Employee at least two weeks written notice (or less, if agreed).

9. CLASSIFICATIONS AND SALARIES

9.1. Employees' salaries and classifications are described in the following Schedules:

- (a) Schedule A – Aboriginal Health Practitioners
- (b) Schedule B – Drivers
- (c) Schedule C – Pharmacy
- (d) Schedule D – Dental
- (e) Schedule E – Administration
- (f) Schedule F – Community Services
- (g) Schedule G – Allied Health Professionals
- (h) Schedule H – Medical Officers
- (i) Schedule I – Nurses

9.2. Full-time Employees will receive the annualised rate of pay for the work carried out in their position as specified in Schedules per Clause 9.1.

9.3. Part-time Employees will be paid a pro-rata amount of the full-time annualised rate of pay as specified in the Schedules per Clause 9.1.

- 9.4. During the life of this Agreement no annualised salaries will fall below the minimum wage rate (annualised) as set by the applicable authority.
- 9.5. All Employees will receive pay increases as specified in the Schedules per Clause 9.1.
- 9.6. An Employee will be notified in writing of any changes to his/her annualised salary, as may be agreed between the Employee and Danila Dilba Health Service with the exception of Clause **Error! Reference source not found.**
- 9.7. A casual Employee will be paid for each hour worked an amount calculated at the rate of 1/38 of the weekly amount of the annualised salary, appropriate to the Employee's classification. In addition a casual Employee will be paid an additional 25% loading.
- 9.8. Salary Sacrifice is permitted in accordance with the Employer's Salary Sacrificing Policy (s) and subject to changes as per the Australian Taxation Office.

10. INCREMENTS

- 10.1. In addition to the increases in accordance with Clause 9.5 all Employees will be eligible for an annual increment within the scale of rates fixed for the designation held and upon the following:
- (a) Completion of 12 months of continuous service from either:
 - i. commencement of employment; or
 - ii. last annual increment; and
 - (b) upon receiving a satisfactory annual performance review.
- 10.2. In the event an annual performance review is not conducted within 2 (two) months as stated in Clause 10.1(b) an Employee will automatically receive the increment back dated to Clause 10.1(a).

11. PROBATIONARY PERIOD

- 11.1. All Employees will be employed on a probationary period for the first three (3) months of their employment.
- 11.2. During this period the Employer will assess the Employee's work performance.
- 11.3. If on the completion of the first three (3) months the Employer has been unable to assess the Employee's work performance, the Employer may allow an additional two (2) months for this process to take place.
- 11.4. At any time during the probationary period the Employer may terminate the Employee's employment by giving them one (1) week's notice or payment in lieu of notice.
- 11.5. During probation including the extended period if applicable, an Employee may terminate their employment by providing one (1) week's notice to the Employer. In the event one week's notice is not provided, the Employee agrees that Danila Dilba Health Service may withhold the equivalent of one week's pay from the Employee's final payment of salary or accrued entitlements.

12. SPAN OF HOURS

- 12.1. Full-time and Part-time Employees may be required to work Ordinary Hours (as relates to the Employee's employment status), subject to the following:
- (a) Monday to Friday between 6.00am and 9.00pm; and
 - (b) Saturday between 8.00am and 6.00pm.
- 12.2. Where Ordinary Hours include Monday to Friday after 6.30pm or Saturday, then Clause 14 will apply.

13. BREAKS

- 13.1. Each Employee will be entitled to an unpaid break of not less than 30 minutes and no more than 60 minutes after each five hours of continuous work.
- 13.2. Each Employee will be entitled to two paid breaks of 15 minutes duration within each work day. During daily operations one break will be in the morning of the workday, with the second break being in the afternoon of the workday.
- 13.3. If an Employee works less than 6 hours they will only be entitled to one paid break of 15 minutes and an unpaid break as specified in Clause 13.1.

14. PENALTY RATES

- 14.1. If an Employee works ordinary hours on a Saturday, the Employee will be paid an additional 70% of the Employee's ordinary hourly rate of the annualised salary for each hour (or part thereof) worked.
- 14.2. If an Employee works ordinary hours on a Public Holiday, the Employee will be paid an additional 150% of the Employee's ordinary hourly rate of the annualised salary for each hour (or part thereof) worked.
- 14.3. If an Employee works ordinary hours after 6.30pm Monday to Friday they will be paid an additional 15% of their ordinary hourly rate of the annualised salary for each hour (or part thereof) worked after 6.30pm Monday to Friday.
- 14.4. The penalty rates in this clause only apply to time worked as part of an Employee's ordinary hours. They do not apply to overtime, which is remunerated in accordance with clause 15.

15. OVERTIME/ACCRUAL OF TIME OFF IN LIEU (TOIL)

15.1. Overtime

- (a) Employees may be required to work reasonable additional hours as directed by management from time to time (in determining reasonable additional hours the National Employment Standards will apply).
- (b) Employees will be entitled to payment of overtime in the following circumstances:
 - i. if they work more than 38 ordinary hours per week for a full-time employee or a casual employee; or
 - ii. if they work more than the contracted ordinary hours per week for a part time employee; or
 - iii. if they work more than 10 hours in any one day (excluding meal breaks); or
 - iv. if they work outside the Span of Hours as defined in clause 12.1.
- (c) Overtime must be supported by the line manager and pre-approved by the CEO prior to being performed.
- (d) All approved overtime will be paid at time and half for the first two hours and double time thereafter.

15.2. Time off in lieu

- (a) Subject to mutual agreement between the employer and an employee, employees may be granted time off in lieu of overtime payments in accordance with the following;
 - i. the Employee will receive an amount of time off equivalent to the amount of overtime worked hour for hour; and

- ii. the time off must be taken at a time agreed between Danila Dilba Health Service and the relevant Employee.

- 15.3. A minimum of 30 minutes must be worked for TOIL to be accrued.
- 15.4. A maximum of 15 hours is allowed to be accrued as TOIL in any calendar month.
- 15.5. Only with the written approval of the CEO are Employees permitted to work further additional hours once they have accrued TOIL which reaches the cap in Clause 15.4. Any such approved additional hours will be paid at the applicable overtime rate in accordance with Clause 15.1(d).
- 15.6. TOIL as a matter of principle should be taken within three months of it accumulating at a mutually agreeable time between the Employer and the Employee. If this does not occur the unused TOIL must be paid out at the applicable overtime rate at clause 15.1(d) in accordance with the following:
 - (a) after 6 months from date of accrual, at the Employee's request; or
 - (b) on termination of the Employee's employment.
- 15.7. TOIL can be taken with annual leave, sick leave, long service leave or any other leave detailed in this agreement by mutual agreement between the Employer and the Employee.

16. TRAVEL TIME

- 16.1. All travel time outside an Employee's ordinary hours will be accrued as TOIL by agreement between the Employee and the Employer which will accrue at the ordinary hourly rate of pay, one hour for one hour.
- 16.2. Travel, where possible, is to be conducted within the span of hours listed in Clause 12.1(a).

17. MEAL ALLOWANCE

- 17.1. Where an Employee is required to travel overnight for business Danila Dilba Health Service will pay a meal allowance.
- 17.2. The allowance will be paid according to the recommended amount listed on the Australian Tax Office site and varied from time to time.
- 17.3. Employees will not be entitled to this allowance where meals are provided.

18. CAMPING ALLOWANCE

- 18.1. If an Employee is required to camp out overnight using makeshift accommodation such as a tent or swag, a camping allowance will be paid to compensate for the physical discomfort of camping.
- 18.2. The camping allowance is \$127.91 per night.
- 18.3. The camping allowance will increase by 3.0% on the 1st of July each year until the nominal expiry date of this agreement.
- 18.4. Employees will ordinarily be provided all food for preparation of meals when camping overnight.

19. EXCURSIONS ALLOWANCE

- 19.1. Where an Employee is directly responsible to supervise clients in excursion activities involving overnight stays away from home they will be paid an excursions allowance.
- 19.2. The excursions allowance is \$65.24 per night.
- 19.3. The excursion allowance will increase by 3.0% on the 1st of July each year until the nominal expiry date of this agreement.

20. HIGHER DUTIES ALLOWANCE

- 20.1. An Employee engaged for five consecutive days or more during any pay period on duties that are associated with a higher classification shall be paid a higher duties allowance for that period. This clause does not apply to Employees who are entitled to a higher duties allowance under clause 24 "Other Allowances".
- 20.2. Higher Duties allowance will be paid up to equal the amount of the difference between the Employee's own salary and the first salary point of the higher classification.
- 20.3. Where an Employee will not be performing 100% of the higher position the higher duties allowance will be paid on a pro rata amount of 50% (where at least 50% but less than 75% of the Employee's work in the relevant period is the performance of higher duties) or 75% (where at least 75% but less than 100% of the Employee's work in the relevant period is the performance of higher duties).
- 20.4. Danila Dilba Health Service will request an Employee to perform higher duties in writing and advise the amount of the allowance, as applicable.
- 20.5. An Employee who has been performing the duties of a higher level for a continuous period in excess of 12 weeks and is absent on paid leave during the period of higher duties, will continue to receive payment of higher duties allowance during such absence.
- 20.6. No Employee will have their salary reduced as a result of performing higher duties.
- 20.7. 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, unless the public holiday falls during leave without pay.
- 20.8. When public holidays fall at the beginning or end of a period of higher duties, no higher duties allowance will be paid for the public holiday unless the employee is expected to act in the higher position during these days.

21. POST GRADUATE QUALIFICATION ALLOWANCE

- 21.1. An Employee who obtains a Post Graduate Qualification (PGQ) after their initial appointment with Danila Dilba Health Service where the qualification is relevant to their position will receive a PGQ Allowance.
- 21.2. The PGQ Allowance will be paid fortnightly at \$78.28 per week.
- 21.3. Part-time Employees will receive a pro-rata PGQ allowance based on their contracted hours of work.
- 21.4. An Employee that is absent on paid leave will be entitled to their full PGQ allowance.
- 21.5. Where an Employee is paid out leave entitlements on termination or cashing out of annual leave, PGQ Allowance will be paid.
- 21.6. An Employee will only be entitled to one (1) PGQ allowance regardless of the quantity of PGQ's they hold.
- 21.7. PGQ allowance will increase by 3.0% on the 1st of July each year until the nominal expiry date of this agreement.
- 21.8. Documentary evidence of the PGQ must be submitted before PGQ allowance will be paid.

22. BILINGUAL QUALIFICATION ALLOWANCE

- 22.1. Bilingual means a recognised proficiency in English as well as any one of the languages normally used by the Employer's clients.

- 22.2. In recognition of the increased effectiveness and productivity of bilingual Employees, an Employee who is competently bilingual and who is regularly required in the course of their duties to use one or more of these languages will be paid an annual allowance of:
- (a) Level 1 \$240.00
 - (b) Level 2 \$480.00
- 22.3. **Level 1** is an elementary level. This level of accreditation is appropriate for Employees who are capable of using a minimal knowledge of language for the purpose of simple communication.
- 22.4. **Level 2** represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.
- 22.5. Proof of bilingual proficiency and accreditation will be obtained before an Employee will be entitled to this allowance. Bilingual accreditation is obtained by the Employee confirming their bilingual proficiency in writing from an interpreting and/ or translating service agreed by Danila Dilba Health Service and the Employee.
- 22.6. The allowance will be paid annually on anniversary of gaining the qualification as approved by Danila Dilba Health Service.

23. ON CALL/RECALL ALLOWANCE

- 23.1. This clause does not apply to Employees to whom clause 24 "Other Allowances" applies. If an Employee is rostered by DDHS to remain on-call and in readiness to be recalled to work after ordinary working hours, the Employee will be paid an on-call allowance of \$59.00 for any 24 hour period or part thereof during which the Employee is on-call during an off duty period.
- 23.2. An Employee who is on-call and is recalled to duty will be paid:
- (a) a minimum of one hour at overtime rates where the employee is not required to leave their place of residence to perform the work; or
 - (b) a minimum of three hours at overtime rates where the employee is required to leave their place of residence to attend work.
- 23.3. An Employee who is not on-call and is recalled unexpectedly after ordinary working hours will be paid a minimum of three hours at overtime rates.

24. OTHER ALLOWANCES

- 24.1. Employees classified as AHP 1, DG 1, Admin 1, Admin 2, and Admin 3.1 will be entitled to payment of the following allowances:
- (a) Meal Allowance;
 - a. When an employee is required to work more than one hour after the usual finishing time or, in the case of a shift worker, when the overtime work on any shift exceeds one hour, the employer must:
 - i. supply an adequate meal, where the employer has adequate cooking and dining facilities; or
 - ii. pay a meal allowance of \$13.78 in addition to any overtime payments.
 - b. Where overtime work referred to in clause 24.1(a)(a.) exceeds 4 hours, an additional meal allowance of \$12.42 must be paid.
 - c. Clauses 24.1(a)(a.) and 24.1(a)(b.) will not apply when an employee could reasonably return home for a meal within the meal break.
 - d. On request, the meal allowance will be paid on the same day as the overtime is worked.

(b) Higher Duties Allowance

- a. An employee engaged for one day or more during any pay period on duties carrying a higher rate than their ordinary classification will be paid an allowance equal to the difference between the rate of pay for their ordinary classification and the minimum rate of pay for the higher classification.

(c) On Call / Recall Allowance.

- a. If an employee is rostered by the employer to remain on-call and in readiness to be recalled to work after ordinary working hours, the employee will be paid an on-call allowance of \$59.00 for any 24 hour period or part thereof during which the employee is on-call during an off duty period.
- b. 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 of receiving recall until the time of finishing recall duty, with a minimum of one hour's payment for such recall at the following rates:
 - i. within a spread of 12 hours from the commencement of the last period of ordinary duty—150% of the minimum hourly rate;
 - ii. outside a spread of 12 hours from the commencement of the last period of ordinary duty—200% of the minimum hourly rate; or
 - iii. on days observed as public holidays—200% of the minimum hourly rate.
- c. If the employee is recalled and does not have an uninterrupted break of 6 hours between midnight and the time of commencement of the next period of ordinary duty, the employee will be entitled to 6 hours off duty from the time of finishing the last recall to the time of commencing the next period of duty without loss of pay.
- d. An employee who is recalled to work overtime during an off duty period and which is not continuous with the next succeeding rostered period of duty will be paid for a minimum of 3 hours' work at the appropriate overtime rate.
- e. Clause 24.1 (d) will not apply:
 - i. in cases where it is customary for an employee to return to the employer's premises for periods not exceeding 30 minutes each to perform a specific job outside their ordinary working hours in which case the employee will be paid for a minimum of one hour's work at the appropriate rate for each time the employee is so recalled; or
 - ii. where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time.
- f. In the event of an employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to their place of residence, the employer will provide adequate transport free of cost to the employee.

25. RETENTION INCENTIVE - GRANDFATHERED ENTITLEMENT

25.1. Employees classified in the following Grades are not entitled to any payment within Clause 25:

- (a) Administration Level 7 and other salary equivalent classifications; and
- (b) Medical Officers.

25.2. Retention incentive **ceased** to be in operation on approval of the 2013 – 2015 Danila Dilba Health Service Enterprise Agreement.

- 25.3. Employees employed after approval of that agreement will not be entitled to the retention allowance.
- 25.4. Employees that would have been entitled to the retention incentive prior to approval of this agreement will continue to be entitled to the incentive.
- 25.5. Eligible Employees as per Clause 25.4 will receive the following retention incentive:
- (a) Full-time Employees will be paid an incentive payment equivalent to five (5) days' pay after completing three (3) years of continuous employment, with a further five (5) days' pay after the completion of each additional two (2) years thereafter.
 - (b) Part-time Employees will receive a pro-rata amount of the incentive specified in Clause 25.5(a).
 - (c) As to remove any doubt, the retention incentive commenced on 14 June 2009. The continuous employment period for this retention incentive is the 14 June 2009 regardless of the Employee's actual commencement date with Danila Dilba Health Service.
 - (d) This incentive payment is not payable to Employees who receive any other form of bonus or retention incentive as a part of their employment with Danila Dilba Health Service such as but not limited to negotiations as a part of their employment contract.
 - (e) The retention incentive payment can be paid out in a lump sum or taken as additional paid leave as agreed by the Employee.
 - (f) If the retention incentive is taken as leave, it does not attract any annual leave loading.

26. ANNUAL LEAVE

- 26.1. This Clause relates to full-time, part-time and fixed term / fixed task Employees only.
- 26.2. Full-time Employees will accrue 6 weeks of annual leave per annum, pro-rated for part-time employees.
- 26.3. Danila Dilba Health Service may require an Employee to take annual leave by giving at least eight (8) weeks' notice where more than twelve (12) weeks' leave is accrued.
- 26.4. Where an Employee is performing higher duties for a period in excess of twelve (12) continuous weeks, higher duties allowance will be paid when taking annual leave.
- 26.5. In addition Employees will be paid an annual leave loading of 17.5% of their annualised salary on the amount of leave taken.
- 26.6. Where an Employee ceases employment, outstanding leave loading will be paid on any untaken annual leave.
- 26.7. An Employee may cash out accrued paid annual leave subject to the following conditions:
- (a) The Employee may not cash out accrued paid annual leave if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (b) In order to cash out accrued paid annual leave, it must be agreed in writing between Danila Dilba Health Service and the Employee for each cashing out of a particular amount of paid annual leave.
 - (c) Cashed out annual leave will be paid at the same amount that would have been payable to the employee if he or she had taken the leave, including any shift penalties.
 - (d) Leave loading will be paid when cashing out annual leave.
- 26.8. "Pay" in this Clause means an Employee's ordinary rate of pay, unless stated otherwise.

27. PERSONAL/CARER'S LEAVE

- 27.1. Employees are entitled to personal/carers leave in accordance with the National Employment Standards.
- 27.2. Taking paid personal/carers leave
- (a) The term 'personal/carers leave' effectively covers both sick leave and carer's leave.
 - (b) The minimum entitlement to paid personal/carers leave for a full-time Employee is 10 days per year, pro-rated for part-time Employees. Casual Employees are not entitled to paid personal/carers leave.
 - (c) An employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the number of ordinary hours worked and accumulates from year to year.
- 27.3. An employee may take paid personal/carers leave if the leave is taken:
- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.
- 27.4. For all periods of personal/carers leave an employee must give his or her employer notice of the taking of such leave.
- 27.5. The notice must be given to the employer as soon as practicable (which may be a time after the leave has started), and must advise the employer of the period, or expected period, of the leave.
- 27.6. An employer is entitled to request evidence that would substantiate the reason for personal/carers leave.
- 27.7. A statutory declaration or document from a registered medical practitioner (that is, medical certificate) is required in the following circumstances:
- (a) for leave in excess of two consecutive days;
 - (b) when five (5) or more single days are taken within any calendar year; and
 - (c) a single day or more either side of any weekend, leave and/or public holiday.
- 27.8. A statutory declaration must be provided by the employee in the following circumstances:
- (a) where the employee has been unable, despite genuine reasonable attempts, to obtain a medical certificate; or
 - (b) where the employee resides in a remote area and is unable to obtain a medical certificate; or
 - (c) where the leave is carer's leave.
- 27.9. If a statutory declaration is provided in accordance with clause the above, it must state:
- (a) The reason why the employee is unable to provide a medical certificate; and
 - (b) The reason for and period of absence.
- 27.10. A failure to either provide notice or, if required, evidence that would satisfy a reasonable person to substantiate the reasons for the leave, means the employee is not entitled to the leave.

28. COMPASSIONATE LEAVE

- 28.1. Compassionate leave is in accordance with the National Employment Standards.
- 28.2. An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to their life; or
 - (b) sustains a personal injury that poses a serious threat to their life; or
 - (c) dies.
- 28.3. An employee may take compassionate leave for each occasion as:
- (a) a single continuous two day period or
 - (b) two separate periods of one day each or
 - (c) any separate periods to which the employee and his or her employer agree.

Immediate family is defined in Clause 4(a)

29. PARENTAL LEAVE

- 29.1. Eligible Employees are entitled to unpaid Parental Leave in accordance with the NES.
- 29.2. Full-time and part-time employees are entitled to parental leave under this clause if the leave is associated with:
- (a) the birth of a child of the employee or the employee's spouse (includes a child born of a surrogacy arrangement); or
 - (b) the placement of a child with the employee for adoption; and the employee has or will have a responsibility for the care of the child.
- 29.3. Eligible part time employees are entitled to a pro rata amount of paid Parental Leave.
- 29.4. This leave is inclusive of public holidays and will not be extended because a public holiday falls during a period of paid or unpaid parental leave.
- 29.5. An employee must provide at least ten (10) weeks written notice of the intention to take parental leave, including the proposed start and end dates.
- 29.6. The Employee may be required to provide documentary evidence in form of a Medical Certificate and/or Statutory Declaration.
- 29.7. In addition to their entitlement to unpaid Parental Leave as per the NES and the Federal Government's paid parental leave scheme the following details and entitlements are provided:
- (a) Parental Leave (Primary Carer):
 - i. An eligible Employee who is the primary carer will be entitled to six (6) weeks paid parental leave, or twelve (12) weeks at half pay.
 - ii. To be eligible to receive paid parental leave an employee must have twelve (12) months' continuous service.
 - iii. Payments will continue to be made on a fortnightly basis.
 - (b) Partner Leave (Secondary Carer):
 - i. An eligible Employee who will have parental responsibility for the care of their child but who is not the primary carer may, subject to applicable notice and evidential requirements, access Partner Leave (Secondary Carer).

- ii. An eligible Employee will be entitled to two (2) weeks paid partner leave, or (4) weeks at half pay.
- iii. To be eligible to receive paid partner leave an employee must have twelve (12) months' continuous service.
- iv. Payments will continue to be made on a fortnightly basis.

29.8. "Pay" in this Clause means an Employee's ordinary rate of pay.

30. LONG SERVICE LEAVE

30.1. Employees are entitled to long service provisions in accordance with the Long Service Leave Act of the Northern Territory. That is:

- (a) Subject to Northern Territory of Australia Long Service Leave Act (1981), where an employee has been employed by an employer for not less than 10 years continuous service, the employee is entitled to long service leave for a period of 1.3 weeks for each completed year of continuous service with the employer.
- (b) Where an employee has been employed by an employer for a period of 10 years of continuous service, the employee is entitled to take long service leave for a period equal to 1.3 weeks for each completed year of that 10 years continuous service.
- (c) Where an employee whose period of employment is less than 10 years but not less than 7 years ceases to be an employee of that employer, otherwise than by death:
 - i. on or subsequent to attaining the age at which he or she may retire
 - ii. on the termination of employment by the employer for a reason other than serious misconduct; or
 - iii. on account of illness, incapacity or domestic or other pressing necessity of such a nature as to justify so ceasing to be an employee

30.2. The employee is entitled to long service leave, on pay calculated at the rate of pay of an employee's remuneration for the hours of work per week worked by the employee.

30.3. Employees may apply for Long Service leave to be paid at half pay or double pay for half the leave amount.

30.4. Danila Dilba Health Service may require an Employee to take their accrued Long Service leave entitlement by giving at least two 2 months' notice to the Employee.

31. CEREMONIAL LEAVE

31.1. Ceremonial Leave is defined as a benefit when the Employee is required to attend and participate in a ceremony because of their traditional and cultural position in the community, and their traditional ties to the ceremony.

31.2. Employees other than casuals with twelve (12) months continuous service who are required to be absent from work for ceremonial purposes shall be entitled to up to ten (10) days paid leave for each twelve months period of employment.

31.3. Ceremonial leave entitlements do not accrue progressively during a year of service and do not accumulate from year to year.

31.4. Applications for ceremonial leave must be made in writing at least one week prior to the commencement of the leave requested. An employer is entitled to request evidence that would substantiate the reason for ceremonial leave.

31.5. All applications for ceremonial leave are to be referred by the line manager to the CEO for approval.

31.6. By agreement with the CEO ceremonial leave may be extended as unpaid leave.

32. RELIGIOUS/CULTURAL LEAVE

- 32.1. Religious leave is defined as a benefit for the purpose of attending essential religious or cultural obligations associated with the employees' particular religious faith, culture or tradition.
- 32.2. Applications for religious leave must be made in writing at least two weeks prior to the commencement of the leave requested and subject to the provision of reasonable evidence as to the nature of the activity the staff member is obliged to attend associated with their particular religious faith or culture as evidence for approval.
- 32.3. Employees other than casuals with twelve (12) months continuous service who are required to be absent from work for ceremonial purposes shall be entitled to up to two (2) days paid leave for each twelve months period of employment.
- 32.4. Religious Leave entitlements do not accrue progressively during a year of service and do not accumulate from year to year.
- 32.5. All applications for religious leave are to be referred by the line manager to the CEO for approval.
- 32.6. By agreement with the CEO religious leave may be extended as unpaid leave.

33. SPECIAL LEAVE – FUNERALS

- 33.1. All Employees except casual Employees may apply for an additional 3 days paid leave per calendar year for the following reasons:
- (a) to travel intrastate, interstate, and internationally for funerals; or
 - (b) to attend a funeral for a non-immediate family member.
- 33.2. An employee may take Special leave as:
- (a) a single continuous three (3) day period; or
 - (b) three (3) separate periods of one day each; or
 - (c) any separate periods to which the employee and their employer agree.
- 33.3. Documented evidence will be required for approval of special leave.
- 33.4. Special leave entitlements do not accrue progressively during a year of service and do not accumulate from year to year.

34. EMERGENCY LEAVE

- 34.1. The CEO may, if satisfied that there is sufficient cause, grant an employee leave on full pay not exceeding three (3) days in a calendar year (*as defined in Clause 4*).
- 34.2. For the purpose of this clause, "sufficient cause" refers to where an employee is unable to attend work due to unforeseen, emergency or special circumstances of which the employee could not reasonably be expected to have prior knowledge.
- 34.3. An employee may take Emergency leave as:
- (a) a single continuous three (3) day period; or
 - (b) three (3) separate periods of one day each; or
 - (c) any separate periods to which the employee and their employer agree.
- 34.4. In determining an application for special leave under this clause the CEO will consider:
- (a) the reason the leave is requested;
 - (b) the duration of the requested leave; and

(c) whether alternative forms of leave are more appropriate.

34.5. Emergency leave will not be approved for a reason that is covered by other leave provisions.

34.6. Emergency leave entitlements do not accrue progressively during a year of service and do not accumulate from year to year.

35. FAMILY VIOLENCE AND WORK

35.1. DDHS recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, DDHS is committed to providing support to staff that experience family violence.

35.2. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

35.3. DDHS accepts the definition of family violence as stipulated in the *Domestic and Family Violence Act 2007*. This definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

35.4. General Measures

(a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and child health care nurse, a Family Violence Support Service or Lawyer.

(b) DDHS recognises that under NT mandatory reporting legislation, all adults are required by law to report domestic and family violence to police if they think someone has or is likely to suffer serious physical harm from domestic violence. Employees will be informed of this obligation.

(c) Notwithstanding this all personal information concerning family violence will be kept confidential in line with relevant legislation.

(d) DDHS will develop policy in conjunction with the Unions to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

35.5. Leave

(a) An employee experiencing family violence will have access to 10 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

(b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

35.6. Individual Support

(a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, DDHS will consider any reasonable requests from an employee experiencing family violence for:

- i. changes to their span of hours or pattern or hours and/or shift patterns;
- ii. job redesign or changes to duties;
- iii. a change to their telephone number or email address to avoid harassing contact;
- iv. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

35.7. An employee that discloses to their supervisor that they are experiencing family violence will be given information regarding support services.

36. NAIDOC DAY

36.1. NAIDOC Week celebrations are held across Australia each July to celebrate the history, culture and achievements of Aboriginal and Torres Strait Islander peoples. Danila Dilba Health Service fully supports the celebrations and encourages all Employees to participate in celebrations.

36.2. Employees will be given an opportunity to participate in approved NAIDOC day celebrations and activities.

36.3. Activities deemed to be approved will be decided by Danila Dilba Health Service Management.

36.4. Employees attending an approved NAIDOC Day activity will attend without loss of pay or decrease to any entitlements.

36.5. Employees not wishing to attend NAIDOC day approved celebrations and activities may apply for Annual leave or will be required to attend work as per usual.

37. COMMUNITY SERVICE LEAVE

37.1. Community Service leave is in accordance with the NES.

37.2. In addition to their entitlement to Community Service Leave as per the NES, the following details and entitlements are provided:

(a) each of the following is an eligible community service activity:

- i. jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- ii. a voluntary emergency management activity (see section 109(2) of the Act); or
- iii. an activity prescribed within NES regulations from time to time.

38. PANDEMIC LEAVE

38.1. As DDHS is a frontline essential service it may continue to operate in either full or partial capacity in the event of a direction given by the Territory or Federal government in response to a pandemic that has been declared by the World Health Organisation (WHO) that affects normal attendance in workplaces. There will be an expectation that staff will remain available to work, unless;

(a) the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working; or

(b) the employee is otherwise prevented from working due to mandatory quarantine; or

(c) the employee is otherwise prevented from working by measures taken by government or medical authorities in response to a pandemic; or

(d) the employee is directed not to work for a period of time by the CEO.

38.2. Should any full-time or part-time employee be prevented from working due to the situations outlined in clauses 38.1 (a) (b) (c) or (d) above, that employee will be entitled to up to 2 weeks Paid Pandemic Leave per calendar year. Employees who do not attend work without reasonable cause will not be entitled to Paid Pandemic Leave.

38.3. Part-time employees' entitlement to Paid Pandemic Leave will be pro-rated based on their agreed ordinary hours of work.

38.4. Should any casual employee be prevented from working due to the situations outlined in clauses 38.1 (a) (b) (c) or (d) above, that employee will be entitled to up to 2 weeks Unpaid Pandemic

Leave per calendar year. Employees who do not attend work without reasonable cause will not be entitled to Unpaid Pandemic Leave.

- 38.5. For the avoidance of doubt, Paid Pandemic Leave and Unpaid Pandemic Leave are not available in circumstances where:
- (a) the employee has travelled interstate or overseas for non-work related travel and is unable to travel back to the Northern Territory due to pandemic related restrictions; or
 - (b) the employee has recently returned from non-work related travel interstate or overseas and is required to complete mandatory quarantine as a result of their travel.
- 38.6. An employee who is accessing pandemic leave for any of the reasons outlined in clauses 38.1 (a) (b) or (c), must notify DDHS of the taking of leave under this clause and of the reason the employee requires the leave as soon as practicable (which may be a time after the leave has started).
- 38.7. An employee who has given DDHS notice of taking leave under this clause must, if required by DDHS, give DDHS evidence that would satisfy a reasonable person that the leave is taken for a reason given in this clause.
- 38.8. A period of leave under this clause does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this agreement and the NES.
- 38.9. The leave noted in this clause does not accrue or accumulate in subsequent years. The leave is not payable upon termination of employment.
- 38.10. Employees may access other accrued but unused leave entitlements during this time. However, Paid Pandemic Leave and Unpaid Pandemic Leave are not to be taken concurrently with any other type of leave.
- 38.11. An employee who is provided with alternative duties by DDHS involving working from home will not be entitled to Paid Pandemic Leave or Unpaid Pandemic Leave.

39. CHRISTMAS CLOSEDOWN LEAVE

- 39.1. This Clause relates to full-time, part-time, and fixed term / fixed task Employees only.
- 39.2. DDHS will close down services every year during the Christmas / New Year period. DDHS will determine the closedown period annually and confirm with Employees by 1 October each year.
- 39.3. The Christmas closedown period each year is determined at the sole discretion of DDHS but cannot exceed 5 days.
- 39.4. During the Christmas closedown period, Employees will be granted up to 5 days' paid Christmas Closedown Leave, in respect of those days on which they would otherwise have been required to work.
- 39.5. Christmas Closedown Leave is provided in addition to other leave entitlements.
- 39.6. Christmas Closedown Leave must be used during the relevant Christmas closedown period as determined by DDHS each year.
- 39.7. If an Employee is required to work during the Christmas closedown period, the Employee will be paid at public holiday rates prescribed by clause 14.2.
- 39.8. For the avoidance of doubt:
- (a) Christmas Closedown Leave does not accrue from year to year; and
 - (b) unused Christmas Closedown Leave is not paid out upon termination of employment; and

- (c) Christmas Closedown Leave cannot be taken at any time other than the Christmas closedown period determined each year by DDHS.

40. PUBLIC HOLIDAYS

- 40.1. Employees are entitled to a day off without loss of pay on a Public Holiday (as defined in this Clause).
- 40.2. For the purpose of this Clause, the following shall be Public Holidays:
- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Monday;
 - (f) ANZAC Day;
 - (g) Show Day;
 - (h) Picnic day;
 - (i) Christmas Day;
 - (j) Boxing Day; and
 - (k) the Queen's birthday holiday (on the day on which it is celebrated in the Northern Territory); and
 - (l) Any other day gazetted to be a public holiday by or under a law of the Northern Territory in which the relevant Employee is principally engaged to perform work.
- 40.3. If an Employee is required to work on a Public Holiday they will be paid penalty rates in accordance with subclause 14.2 herein.

41. UNION TRAINING

- 41.1. Employees nominated by Danila Dilba Health Service Employees as Union delegates may on request of the Union attend trade union training during ordinary working hours without loss of ordinary pay with the following conditions:
- (a) Written notice by the Union to Danila Dilba Health Service, stating dates, times, location and content of the training.
 - (b) Union must pay all associated costs with the exception of Employees' pay.
 - (c) Training block does not exceed 5 days.
 - (d) That only 1 Employee from a department/clinic attends with a maximum of 4 Employees in total per course.
 - (e) Union training days will be capped at 20 total days per financial year for the whole organisation.
 - (f) The approval for an Employee to attend a training course shall be subject to the operational requirements of Danila Dilba Health Service.

42. SUPERANNUATION

- 42.1. The subject of superannuation is dealt with extensively by federal legislation. That legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

- 42.2. Where Danila Dilba Health Service is obliged to make superannuation contributions in compliance with the legislation, those contributions will be paid into a complying superannuation fund as nominated by an Employee to Danila Dilba Health Service.
- 42.3. Where an Employee does not nominate a complying superannuation fund in accordance with this clause, the Employer will pay superannuation contributions into the Employees stapled super fund as directed by the Australian Tax Office (the ATO).
- 42.4. If an Employee does not choose a superannuation fund in accordance with subclause 42.2 above, and a stapled fund is not identified by the ATO, the default fund to which superannuation contributions will be made will be as follows:
- (a) For all employees other than Nurses - AustralianSuper;
 - (b) For employees engaged as a Nurse - HESTA.

43. OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

- 43.1. During an Employee's employment with Danila Dilba Health Service, an Employee must not engage, directly or indirectly, in any employment or business that is similar to or competitive with the business of Danila Dilba Health Service, without the prior written approval of Danila Dilba Health Service.
- 43.2. Further, during an Employee's employment with Danila Dilba Health Service, an Employee must not engage, directly or indirectly, in any employment or business that could impair the Employee's ability to act in the best interests of Danila Dilba Health Service, without the prior written approval of Danila Dilba Health Service.

44. NOTICE OF TERMINATION

- 44.1. Notice of termination is in accordance with the National Employment Standards
- 44.2. An employer must not terminate an employee's employment (subject to the exceptions set out below) unless they have given the employee written notice of the day of the termination.
- 44.3. An employer may give notice to the employee by:
- (a) delivering it personally, or
 - (b) leaving it at the employee's last known address, or
 - (c) sending it by pre-paid post to the employee's last known address.
- 44.4. An employer must not terminate an employee unless they have:
- (a) given the minimum period of notice (see table below) or
 - (b) paid the employee in lieu of notice at the full rate of pay for at least the hours the employee would have worked had the employment continued until the end of the minimum period of notice (see table below).
- 44.5. An employee's full rate of pay (other than a pieceworker) is the rate of pay payable to an employee, including all the following:
- (a) incentive-based payments and bonuses
 - (b) loadings
 - (c) monetary allowances
 - (d) overtime or penalty rates
 - (e) any other separately identifiable amounts.

Employee's period of continuous service with the employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

44.6. If the employee is over 45 years old, and has completed at least two years of service at the end of the day notice is given, the employee receives an additional one (1) weeks' notice.

(Note: employees over 45 years are not required to provide an additional one (1) weeks' notice if they resign).

44.7. The minimum periods of notice apply to all employees employed in Australia (subject to the exceptions noted below).

44.8. An employer does not need to provide notice of termination (or payment in lieu of notice) to any of the following employees:

- (a) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
- (b) an employee whose employment is terminated because of serious misconduct (for example, an employee who has, in the course of their employment, engaged in theft, fraud or assault);
- (c) a casual employee;
- (d) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

44.9. Superannuation will be paid out on paid wages only and will not be paid out on accrued annual and long service leave upon the termination of employment.

45. REDUNDANCY

45.1. Redundancy and severance pay will be in accordance with the National Employment Standards.

45.2. An employee is entitled to redundancy pay (subject to the exceptions set out below) from the employer if the employee is terminated:

- (a) at the employer's initiative because they no longer require the job to be done by the employee or anyone (except where this is due to the ordinary and customary turnover of labour) or
- (b) because of the insolvency or bankruptcy of the employer.

45.3. Based on the table below, the amount of redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out at their 'base rate of pay' for ordinary hours worked.

45.4. An employee's base rate of pay (other than a pieceworker) is the rate of pay payable to an employee for their ordinary hours of work, but not including any of the following:

- (a) incentive-based payments and bonuses
- (b) loadings
- (c) allowances

- (d) overtime or penalty rates
(e) any other separately identifiable amounts.

Employee's period of continuous service with the employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks*

*There is a reduction in redundancy pay from 16 weeks to 12 weeks for employees with at least 10 years continuous service.

- 45.5. It is possible for an employer to apply to the Fair Work Commission for a determination reducing the liability to pay redundancy pay to a specified amount (that may be nil) if the Fair Work Commission considers it appropriate.
- 45.6. The employer may apply for the determination if an employee is entitled to redundancy pay, and the employer finds other acceptable alternative employment or cannot pay the amount.
- 45.7. Redundancy pay will not be payable to any of the following:
- (a) an employee whose period of continuous service with the employer is less than 12 months;
 - (b) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
 - (c) an employee whose employment is terminated because of serious misconduct;
 - (d) a casual employee;
 - (e) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement; or
 - (f) an apprentice.

46. PROFESSIONAL REGISTRATION

- 46.1. Employees, who are eligible for registration and are required to hold registration in relation to their employment with Danila Dilba Health Service, must maintain their registration.
- 46.2. Employees must notify Danila Dilba Health Service if registration is cancelled/modified.
- 46.3. Failure to maintain registration may result in termination of employment.

47. GENERAL PRACTITIONERS – RECOMPENSE

- 47.1. All General Practitioners employed by DDHS are required to maintain appropriate individual medical indemnity insurance at all times. This is a requirement of registration with the Medical Board of Australia.
- 47.2. To be eligible for considerations under clauses 47.3, 47.54, and 47.5 employees must:
- (a) be employed within the classification of GP1, GP2, GP3 or SMO, and
 - (b) have at least six (6) months continuous employment with DDHS in a classification referred to in 47.2(a).
- 47.3. Employees eligible in accordance with clause 47.2 will be reimbursed up to \$5,000 (pro rata for part-time/casual employees) for the cost of a General Practitioner's Indemnity Insurance subject to the following:
- (a) production of appropriate receipts confirming payment;
 - (b) reimbursement of amount calculated per clause 47.3 will be for the cost incurred for the previous year; and
 - (c) reimbursement is calculated on a FTE pro rata basis taking into account the number of days worked by the eligible Employee at DDHS during the year relevant to the reimbursement.
- 47.4. Employees eligible in accordance with clause 47.2 will be reimbursed up to \$10,000 per annum (pro rata for part-time/casual employees) for "**Continuing Professional Development**" subject to the following:
- (a) the professional development undertaken meets the definition in clause 47.6;
 - (b) production of appropriate receipts and records confirming payment and attendance/completion. If attendance at the professional development is not satisfactory or the professional development has not been successfully completed, DDHS will not reimburse the Employee; and
 - (c) reimbursement is calculated on a pro rata basis on the number of days worked by the General Practitioner at DDHS during the calendar year prior to the reimbursement.
- 47.5. In addition to clause 47.4 eligible Employees as defined in 47.2 are able to access up to 5 days professional development leave, pro rata, once their professional development is approved by their direct supervisor in consultation with the SMO.
- 47.6. For the purposes of this clause "professional development" means professional development as approved by the direct supervisor in consultation with the SMO who will have regard to the General Practitioner's professional development plan in compliance with the relevant College, AHPRA requirements, and DDHS funding.
- 47.7. For the avoidance of doubt Professional Development leave outlined in clause 47.5:
- (a) does not accrue from year to year; and
 - (b) is not paid out upon termination of employment.

48. RETURN OF PROPERTY

- 48.1. Immediately upon the termination of an Employee's employment for any reason, or otherwise at Danila Dilba Health Service's request, the Employee must return to Danila Dilba Health Service all property belonging to Danila Dilba Health Service and any information which relates to the business of Danila Dilba Health Service or its clients or potential clients, which is in the Employee's custody, possession or control, including, but not limited to, all confidential information, intellectual property, mobile telephones, computers, keys, storage devices, cards, documents, records and papers (together with all copies thereof).

48.2. Danila Dilba Health Service may be entitled to deduct from any remuneration or accrued entitlements on termination of a relevant Employee's employment with the agreement of the Employee, for any reason, the value of any property not returned or the costs of replacing all such property and the relevant Employee will indemnify Danila Dilba Health Service for any shortfall in the value of property not returned, which exceeds the value of the Employee's pay and accrued entitlements at termination.

49. ABANDONMENT OF EMPLOYMENT

49.1. Where a staff member has been absent from duty for a continuous period of 2 working days without advice to their line manager or the approval of Danila Dilba Health Service, the following will apply:

- (a) Danila Dilba Health Service will make reasonable attempts to contact the staff member using their most current available contact details (and if necessary, by sending a registered letter to the Employee's last known residential or postal address) requiring the staff member to provide an explanation for the absence.
- (b) The staff member will be deemed to be on unauthorised leave without pay for the period of the absence.
- (c) If there was reasonable cause for the absence, the staff member may apply for an appropriate form of leave to cover the absence.
- (d) If the staff member does not establish to the satisfaction of the line manager that there was a reasonable cause for the absence, and the staff member seeks to resume duty, the matter may be dealt with as possible misconduct.
- (e) If the staff member fails to respond to Danila Dilba Health Service's registered letter within three (3) working days, the staff member will be deemed to have abandoned his/her employment. In this case, the staff member will be entitled only to payment up to the last day of attendance for duty and any outstanding entitlements, plus notice of termination of employment (or payment in lieu) in accordance with clause 44.

50. SOCIAL MEDIA

50.1. Social media describes the online and mobile tools that people use to share opinions, information, experiences, images, and video or audio clips and includes websites and applications used for social networking. However inappropriate use of such communications has the potential to cause damage to DDHS employees, clients and suppliers.

50.2. In using social media, just as with all aspects of professional behaviour, staff should be aware of their obligations towards DDHS employees, clients and suppliers and relevant privacy legislation.

50.3. DDHS may choose to take disciplinary action against staff making inappropriate and/or unauthorised comments relating to DDHS' clients, employees and/or suppliers.

51. PERSONS AFFECTED BY ALCOHOL AND/OR OTHER DRUGS

51.1. All parties to this agreement are committed to the provision of safe and healthy workplaces.

51.2. The attainment of a safe and healthy workplace can be undermined by the hazardous use of alcohol and other drugs.

51.3. An employee who is under the influence of alcohol and/or any other drug will not be allowed to work on site whilst they are incapable of performing safe work practices.

51.4. DDHS may choose to take disciplinary action against a staff member who is affected by alcohol and/or other drugs.

51.5. Employees with alcohol and / or other drug problems will be provided with appropriate assistance, support and access to intervention programs.

51.6. All parties agree that confidentiality will be maintained at all times.

51.7. DDHS will develop policy in consultation with the Unions to supplement this clause.

52. DISPUTE RESOLUTION PROCESS

52.1. This Clause sets out the procedure to settle a dispute.

52.2. If a dispute relates to:

- (a) a matter arising under this agreement; or
- (b) the National Employment Standards;

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

52.3. 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.

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

52.5. FWC may deal with the dispute in 2 stages:

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

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

52.7. The dispute resolution process is completed when:

- (a) an Employee and Danila Dilba Health Service agree that the matters in dispute are resolved; or
- (b) Fair Work Commission imposes a decision on the parties.

52.8. While the parties are trying to resolve the dispute using the procedures in this Clause:

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

SCHEDULE A: ANNUAL SALARIES & CLASSIFICATION DESCRIPTIONS – ABORIGINAL HEALTH PRACTITIONERS

Grade	Classification	1 July 2022	1 July 2023	1 July 2024	1 July 2025	Classification Description
1 AHP Trainee	AHP 1.1	\$50,812	\$52,336	\$53,383	\$54,450	<p>An Aboriginal Health Practitioner Grade 1 is an Employee who:</p> <ol style="list-style-type: none"> 1. Is currently undertaking studies in the Certificate IV in Aboriginal and Torres Strait Islander Primary Health Care (Practice); and 2. Is in their first year of service who will generally have no direct experience in the provision of Aboriginal Health Services. They will provide primary health care services under the direct supervision of a suitable qualified and experience clinician. <p>A Grade 1 Aboriginal Health Practitioner will progress to the first salary point of the Aboriginal Health Practitioner Grade 1 level after their first year of services.</p>
	AHP 1.2	\$51,828	\$53,383	\$54,450	\$55,540	
	AHP 1.3	\$52,865	\$54,451	\$55,540	\$56,651	
	AHP 1.4	\$53,922	\$55,539	\$56,650	\$57,783	
2 Registered AHP	AHP 2.1	\$70,442	\$72,556	\$74,007	\$75,487	<p>An Aboriginal Health Practitioner Grade 2 is an Employee who:</p> <ol style="list-style-type: none"> 1. Has completed Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice); and 2. Is fully registered with no conditions as an Aboriginal Health Practitioner under the current Australian Health Practitioners Regulation Agency. An Aboriginal Health Practitioner Grade 2 is expected to provide a range of health functions of a clinical, preventative, rehabilitative or promotional nature under the general direction of other staff of Danila Dilba Health Service. 3. Duties include, under the general supervision of an AHP Grade 3 or 4: <ol style="list-style-type: none"> a. Assist in the provision of comprehensive primary health care and education of clients, in conjunction with other members of the health care team; b. Provision of standard medical treatments in accordance with established medical protocols;
	AHP 2.2	\$71,852	\$74,007	\$75,487	\$76,997	
	AHP 2.3	\$72,239	\$74,406	\$75,894	\$77,412	

	AHP 2.4	\$77,011	\$79,322	\$80,908	\$82,526	c. Collect and record data from clients which will assist in the diagnosis and management of common medical problems and medical emergencies; and In line with policies and programs established by the health team, participate in educating and informing the community about preventative health measures.
3	AHP 3.1	\$83,580	\$86,087	\$87,809	\$89,565	An Aboriginal Health Practitioner Grade 3 would hold a minimum of a Certificate IV in Aboriginal and Torres Strait Islander Primary Health Care (Practice) and be fully registered under the <i>Health Practitioners and Allied Health Professional Registration</i> and have demonstrated experience as an Aboriginal Health Practitioner. An Aboriginal Health Practitioner Grade 3 can either be a Senior Aboriginal Health Practitioner or a Team Leader each defined as follows: 1. Senior Aboriginal Health Practitioner means a person who independently undertakes a full range of duties, including dealing with the most complex matters. Health Practitioners and Allied Health Professional Registration Act 1985. 2. Aboriginal Health Practitioner – Team Leader means a person who heads a small team of Aboriginal Health Practitioners. Practitioners at this level will be required to hold expert knowledge of Aboriginal Health issues, as well as assisting with the planning and supervision of other workers duties.
	AHP 3.2	\$85,251	\$87,808	\$89,564	\$91,356	
	AHP 3.3	\$86,956	\$89,564	\$91,356	\$93,183	
	AHP 3.4	\$92,024	\$94,785	\$96,681	\$98,614	
4	AHP 4.1	\$93,899	\$96,716	\$98,651	\$100,624	A Grade 4 is a person who performs a Senior Co-ordinating role within Danila Dilba, including a person who leads a multi-disciplinary team of health professionals. A person at this level will be required to hold expert knowledge of Aboriginal Health issues and have experience in planning and supervision of staff. An Aboriginal Health Practitioner with a Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or other qualifications or experience deemed equivalent by Danila Dilba will be classified at this level.
	AHP 4.2	\$95,778	\$98,651	\$100,624	\$102,637	
	AHP 4.3	\$97,693	\$100,624	\$102,636	\$104,689	
	AHP 4.4	\$99,647	\$102,637	\$104,689	\$106,783	

SCHEDULE B: ANNUAL SALARIES & CLASSIFICATION DESCRIPTIONS – DRIVERS

Grade	Classification	1 July 2022	1 July 2023	1 July 2024	1 July 2025	Classification Description
1	DG 1.1	\$50,823	\$52,348	\$53,395	\$54,463	Driver Grade 1 Means a person whose primary duties include undertaking arrange of driving activities on behalf of the Employer in a vehicle that has the capacity to carry between one and 12 passengers
	DG 1.2	\$51,840	\$53,395	\$54,463	\$55,552	
2	DG 2.1	\$53,030	\$54,621	\$55,714	\$56,828	Driver Grade 2 Means a person whose primary duties include undertaking a range of driving activities on behalf of the Employer in a vehicle that has the capacity to carry 13 or a greater number of passengers. Drivers will be eligible to move to DG 2.5 and 2.6 levels with satisfactory completion of an advanced driver training course.
	DG 2.2	\$54,091	\$55,713	\$56,828	\$57,964	
	DG 2.3	\$55,714	\$57,385	\$58,533	\$59,704	
	DG 2.4	\$57,385	\$59,106	\$60,288	\$61,494	
	DG 2.5	\$59,107	\$60,880	\$62,097	\$63,339	
	DG 2.6	\$60,880	\$62,706	\$63,961	\$65,240	

SCHEDULE C: ANNUAL SALARIES & CLASSIFICATION DESCRIPTIONS – PHARMACY

Grade	Classification	1 July 2022	1 July 2023	1 July 2024	1 July 2025	Classification Description
1	PH 1.1	\$115,806	\$119,280	\$121,665	\$124,099	Experienced Pharmacist A qualified Pharmacist. A health professional within this classification should demonstrate high level knowledge, skills, experience and clinical leadership within the professional and/or multidisciplinary team. Duties undertaken will be complex and varied, the majority of which are performed with a high degree of independence. Alternatively, individuals may be a sole practitioner who is required to exercise independent professional judgement on a daily basis and take on administrative or managerial responsibilities as required.
	PH 1.2	\$119,890	\$123,487	\$125,956	\$128,476	
	PH 1.3	\$126,495	\$130,289	\$132,895	\$135,553	
	PH 1.4	\$133,935	\$137,953	\$140,712	\$143,526	

SCHEDULE D: ANNUAL SALARIES & CLASSIFICATION DESCRIPTIONS – DENTAL

Grade	Classification	1 July 2022	1 July 2023	1 July 2024	1 July 2025	Classification Description
1	D 1.1	\$55,414	\$57,076	\$58,218	\$59,382	Dental Assistant

	D 1.2	\$56,522	\$58,217	\$59,381	\$60,569	<p>A Dental Assistant works closely with a dental practitioner in all stages of patient treatment, preparation of instruments and sterilising instruments.</p> <p>A dental assistant will perform routine duties within the centre by performing reception and administration duties, ordering of stock, preparing accounts.</p> <p>At this level may be undertaking a Certificate III or IV in Dental Assisting.</p>
	D 1.3	\$57,651	\$59,381	\$60,568	\$61,780	
	D 1.4	\$58,805	\$60,569	\$61,781	\$63,016	
2	D 2.1	\$61,623	\$63,472	\$64,742	\$66,036	<p>Dental Assistant A Grade 2 Dental Assistant who has completed a Dental Assistant Certificate III qualification or relevant experience as deemed acceptable by the Employer. Works closely with the Dental Practitioner in all stages of patient treatment, preparation of instruments and sterilising instruments. A Grade 2 dental assistant will perform routine duties within the centre by performing reception and administration duties, ordering of stock, recording notes into patient files, participating in health promotion activities and providing supervision to dental assistant trainees.</p>
	D 2.2	\$62,856	\$64,742	\$66,037	\$67,357	
	D 2.3	\$64,113	\$66,036	\$67,357	\$68,704	
	D 2.4	\$66,002	\$67,982	\$69,342	\$70,728	
3	D 3.1	\$109,610	\$112,898	\$115,156	\$117,459	<p>Dental Therapist/Hygienist/Oral Health Therapist A Dental Hygienist/Therapist works with Dentists in treating patients. Perform routine dental treatment under general professional guidance. Dental Hygienist/Therapists may work in areas of children and adult oral health care or in oral health care promotion activities and projects or in an oral administration position and have some supervision responsibilities.</p> <p>Dental Hygienist/Therapists will be registered with the Dental Registration Board</p>
	D 3.2	\$113,822	\$117,237	\$119,581	\$121,973	
	D 3.3	\$118,034	\$121,575	\$124,006	\$126,486	
	D 3.4	\$122,247	\$125,915	\$128,433	\$131,002	
4	D 4	\$146,535	\$150,931	\$153,950	\$157,029	<p>Dentist At this level, the work of dentists involves the application of professional oral health knowledge and experience in the independent selection of procedures for the clinical examination, diagnosis and treatment of commonly encountered oral diseases and oral health problems, requiring corrective, restorative, prosthetic or preventive measures.</p> <p>Dentist will be registered with the Dental Registration Board.</p>

5	D 5	\$159,802	\$164,596	\$167,888	\$171,245	<p>Senior Dentist Senior Dentists are required to demonstrate the competence to independently diagnose and treat routine and complex cases. For the more complex cases, the Senior Dentist may seek advice from specialists or dentists with specialised interests or expertise.</p> <p>An Employee at this level:</p> <ul style="list-style-type: none"> • Has the capacity to allocate resources, set priorities and ensure budgets are met. • May be responsible to the senior management for providing effective services and ensuring budget/strategic targets are met; • Supervises staff where required; and • Is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.
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SCHEDULE E: ANNUAL SALARIES & CLASSIFICATION DESCRIPTIONS – ADMINISTRATION

Grade	Classification	1 July 2022	1 July 2023	1 July 2024	1 July 2025	Classification Description
1	Admin 1.1	\$47,307	\$48,726	\$49,700	\$50,694	Positions at this level work under close direction and require the basic skills, perform basic receptionist duties, computer processing, filing, photocopying, collating, collect and distribution. Duties will be straight-forward matters and routine.
	Admin 1.2	\$48,253	\$49,700	\$50,694	\$51,708	
	Admin 1.3	\$49,871	\$51,367	\$52,394	\$53,442	
	Admin 1.4	\$50,867	\$52,393	\$53,441	\$54,510	
2	Admin 2.1	\$57,488	\$59,212	\$60,396	\$61,604	This Level encompasses a range of work which requires routine experience or application of skills derived from work. Positions at this level will work under general direction and the work is subject to regular checks. This level may supervise Grade 1 positions. Staff will be required to follow and interpret rules, regulations, guidelines, instructions and procedures, and be capable of undertaking a range of duties requiring judgement, liaison and communication within Danila Dilba Health Service, clients and stakeholders.
	Admin 2.2	\$60,327	\$62,137	\$63,379	\$64,647	
	Admin 2.3	\$63,166	\$65,061	\$66,362	\$67,689	
	Admin 2.4	\$66,002	\$67,982	\$69,342	\$70,728	
3	Admin 3.1	\$67,346	\$69,366	\$70,754	\$72,169	Position at this level work under general direction and require relevant experience combined with a broad knowledge of functions and activities of Danila Dilba Health Service and a sound knowledge of the major activity performed within the work area.
	Admin 3.2	\$69,422	\$71,504	\$72,935	\$74,393	
	Admin 3.3	\$70,857	\$72,983	\$74,443	\$75,931	
	Admin 3.4	\$72,258	\$74,426	\$75,914	\$77,432	
4	Admin 4.1	\$74,492	\$76,727	\$78,262	\$79,827	Positions at this level usually work under general direction with clear guidelines. Will have sound knowledge of program, activity, policy or service aspects of the workplace. This level is the first level where technical or professional qualifications may be required or desirable. Positions at this level may have supervisory responsibilities over staff.
	Admin 4.2	\$75,982	\$78,262	\$79,827	\$81,423	
	Admin 4.3	\$77,826	\$80,161	\$81,764	\$83,399	
	Admin 4.4	\$79,382	\$81,764	\$83,399	\$85,067	
5	Admin 5.1	\$82,719	\$85,201	\$86,905	\$88,643	Positions at this level work under general direction in relation to established priorities, task methodology and work practices to achieve results in line with Danila Dilba Health Services goals.
	Admin 5.2	\$85,696	\$88,267	\$90,032	\$91,833	
	Admin 5.3	\$89,151	\$91,826	\$93,662	\$95,536	
	Admin 5.4	\$90,914	\$93,642	\$95,515	\$97,425	
6	Admin 6.1	\$95,926	\$98,804	\$100,780	\$102,795	Positions at this grade work with limited supervision, usually manage programs or activities.
	Admin 6.2	\$98,320	\$101,269	\$103,295	\$105,361	
	Admin 6.3	\$100,715	\$103,736	\$105,811	\$107,927	

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	Admin 6.4	\$103,112	\$106,205	\$108,330	\$110,496	Positions at this level would be expected to set and achieve priorities, monitor workflows and /or manage staffing resources to meet objectives.
7	Admin 7.1	\$107,928	\$111,166	\$113,390	\$115,657	Positions at this grade work with limited supervision, usually manage/co-ordinate a major element of the operations of Danila Dilba Health Service, or provide high level administrative, technical or professional support
	Admin 7.2	\$110,507	\$113,822	\$116,099	\$118,421	
	Admin 7.3	\$111,580	\$114,928	\$117,226	\$119,571	
	Admin 7.4	\$115,665	\$119,135	\$121,517	\$123,948	
8	Admin 8.1	\$118,038	\$121,579	\$124,011	\$126,491	Positions at this grade work with limited supervision and manage the operations of an organisational element.
	Admin 8.2	\$120,575	\$124,192	\$126,676	\$129,209	Positions at this grade are involved in managing and coordinating specified areas of work within Danila Dilba Health Service. Positions at this grade works with the Executive Management Team and are involved in the Strategic and Operational planning of the organisation.
	Admin 8.3	\$123,113	\$126,806	\$129,342	\$131,929	
	Admin 8.4	\$125,760	\$129,532	\$132,123	\$134,765	

SCHEDULE F: ANNUAL SALARIES & CLASSIFICATION DESCRIPTIONS – COMMUNITY SERVICES

Grade	Classification	1 July 2022	1 July 2023	1 July 2024	1 July 2025	Classification Description
1	HPCS 1.1	\$56,351	\$58,042	\$59,203	\$60,387	Positions at Grade 1 are unqualified staff who meet the requirements of Danila Dilba Health Service to provide support and co-ordination to clients. Staff at this level work under general supervision, at this level uses their own judgement in deciding how to carry out tasks. At this level staff may be enrolled in registered training as a health professional in the discipline.
	HPCS 1.2	\$57,651	\$59,381	\$60,568	\$61,780	
	HPCS 1.3	\$59,943	\$61,742	\$62,977	\$64,236	
	HPCS 1.4	\$61,623	\$63,472	\$64,742	\$66,036	
2	HPCS 2.1	\$67,574	\$69,601	\$70,993	\$72,413	Positions at Grade 2 are regarded as entry level health professionals or support workers and for initial years of experience. This level is the entry level for staff who meet the requirement to practise as a health professional or such qualification/experience as deemed acceptable by the Employer. It is also the level for the early stages of the career of a health professional and work with general supervision.
	HPCS 2.2	\$68,925	\$70,993	\$72,413	\$73,861	
	HPCS 2.3	\$70,304	\$72,413	\$73,861	\$75,338	
	HPCS 2.4	\$72,723	\$74,905	\$76,403	\$77,931	
3	HPCS 3.1	\$74,905	\$77,152	\$78,695	\$80,269	Positions at Grade 3 are regarded as Senior Project Officers who coordinate and mandate projects working in a team or autonomously. This level meet the requirement to practise as a health professional or such qualification/experience as deemed acceptable by the Employer.
	HPCS 3.2	\$77,152	\$79,466	\$81,056	\$82,677	
	HPCS 3.3	\$79,467	\$81,851	\$83,488	\$85,158	
	HPCS 3.4	\$81,851	\$84,306	\$85,992	\$87,712	



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4	HPCS 4.1	\$84,307	\$86,836	\$88,573	\$90,344	Qualified A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.
	HPCS 4.2	\$86,836	\$89,441	91,230	\$93,055	
	HPCS 4.3	\$89,441	\$92,124	93,967	\$95,846	
	HPCS 4.4	\$92,124	\$94,888	\$96,785	\$98,721	

SCHEDULE G: ANNUAL SALARIES & CLASSIFICATION DESCRIPTIONS – ALLIED HEALTH PROFESSIONALS

Grade	Classification	1 July 2022	1 July 2023	1 July 2024	1 July 2025	Classification Description
1	P 1.1	\$90,914	\$93,642	\$95,515	\$97,425	Positions at grade 1 are regarded as entry level health professionals for initial years of experience. this level is the entry level for staff who meet the requirement to practise as a health professional or such qualification/experience as deemed acceptable by the employer. it is also the level for the early stages of the career of a health professional and work with general supervision.
	P 1.2	\$92,732	\$95,514	\$97,424	\$99,373	
	P 1.3	\$94,587	\$97,425	\$99,373	\$101,361	
	P 1.4	\$95,926	\$98,804	\$100,780	\$102,795	
2	P 2.1	\$103,112	\$106,205	\$108,330	\$110,496	Qualified A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks.
	P 2.2	\$105,173	\$108,328	\$110,495	\$112,705	
	P 2.3	\$106,751	\$109,954	112,153	114,396	
	P 2.4	\$108,352	\$111,602	\$113,834	\$116,111	
3	P 3.1	\$109,699	\$112,990	\$115,250	\$117,554	Qualified Positions at grade 3 demonstrates a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.
	P 3.2	\$113,760	\$117,173	\$119,516	\$121,907	
	P 3.3	\$117,965	\$121,504	\$123,934	\$126,413	
	P 3.4	\$122,858	\$126,544	\$129,075	\$131,657	
4	P 4.1	\$126,544	\$130,340	\$132,947	\$135,606	co-ordinator/team leader A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities. An employee at this level:
	P 4.2	\$130,341	\$134,251	\$136,936	\$139,675	

	P 4.3	\$134,251	\$138,278	\$141,044	\$143,865	<ul style="list-style-type: none"> • Works in an area that requires high levels of specialist knowledge and skill as recognised by the employer; • Is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes; • Supervises staff where required; and • Has the capacity to allocate resources, set priorities and ensure budgets are met.
	P 4.4	\$138,279	\$142,427	\$145,276	\$148,181	

SCHEDULE H: ANNUAL SALARIES & CLASSIFICATION DESCRIPTIONS – MEDICAL OFFICERS

Grade	Classification	1 July 2022	1 July 2023	1 July 2024	1 July 2025	Classification Description
General Practitioner Registrar	GPR 1	\$164,010				Entry Level for a GPR in first 6 months of training Other Criteria: Must be continuous
	GPR 2	\$169,489				Advanced Level – GPR moves to this level on commencement of second 6 months of training Other Criteria: Must be continuous
	GPR 3	\$174,945				Subsequent Level – GPR moves to this level on completion of 12 months of GPR training Other Criteria: Must be continuous
	GPR 4	\$187,065				Senior GPR level to which a GPR moves who has passed his /her exams and is waiting awarding of FRACGP or FRCRRM. This classification is also for an IMG who has not yet obtained his/her fellowship but who is enrolled in a training program.
General Practitioner	GP 1	\$220,338	\$226,948	\$231,487	\$236,117	Base and commencement level for a GP who is vocationally registered or who has a minimum of 5 years' experience as a GP Other Criteria: GPs who are not VR will not progress past this point
	GP 2	\$232,929	\$239,917	\$244,715	\$249,609	To move to this level the GP must have completed 2 years' service at DDHS as a vocationally registered GP Other Criteria: GPs with proven, extensive experience in general practice in excess of 10 years may commence at this level but will not progress beyond this point until the completion of 2 years' service at DDHS
	GP 3	\$245,518	\$252,884	\$257,942	\$263,100	To move to this level the GP must have completed 2 years' service at DDHS at GP 2 level
Senior Medical Officer	SMO	\$292,942	\$301,730	\$307,764	\$313,920	This is the commencement level for the position of Senior Medical Officer

SCHEDULE I: ANNUAL SALARIES & CLASSIFICATION DESCRIPTIONS – NURSES



Grade	Classification	1 July 2022	1 July 2023	1 July 2024	1 July 2025	Classification Description
Nurse 1 (In training / Enrolled Nurse)	EN 1.1	\$63,363	\$65,264	\$66,569	\$67,901	<ul style="list-style-type: none"> • Work is under direct or indirect supervision of a registered nurse with some autonomy where working in teams is required. • Competency at this level involves the application of knowledge and skills to a limited range of tasks and roles. There is a specified range of contexts where the choice of actions required is clear. • Competencies are normally used within established routines, methods and procedures which are predictable, and within which judgement against established criteria is also involved.
	EN 1.2	\$65,325	\$67,284	\$68,630	\$70,003	
	EN 1.3	\$67,352	\$69,373	\$70,760	\$72,175	
	EN 1.4	\$69,440	\$71,523	\$72,953	\$74,412	
	EN 1.5	\$71,627	\$73,776	\$75,251	\$76,756	
Nurse 2 (Midwife in training)	RN 2.1	\$71,627	\$73,776	\$75,251	\$76,756	<ul style="list-style-type: none"> • Work is likely to be under routine supervision with intermittent checking, but may take the form of general guidance and considerable autonomy where working in teams is required. • Responsibility for the work of others may be involved, and team co-ordination may be required. • Competency at this level involves the application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is usually clear, with limited complexity in the choice. • Competencies are normally used within established routines, methods and
	RN 2.2	\$75,482	\$77,747	\$79,302	\$80,888	
	RN 2.3	\$79,338	\$81,718	\$83,353	\$85,020	
	RN 2.4	\$83,194	\$85,689	\$87,403	\$89,151	
	RN 2.5	\$87,689	\$90,319	\$92,126	\$93,968	
	RN 2.6	\$91,059	\$93,791	\$95,667	\$97,580	


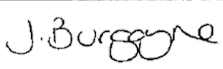
	RN 2.7	\$94,763	\$97,605	\$99,557	\$101,549	procedures, in some cases involving discretion and judgement about possible actions.
Nurse 3	RN 3.1	\$98,718	\$101,679	\$103,713	\$105,787	<ul style="list-style-type: none"> • Work is likely to be under limited supervision with checking related to overall progress, but may take the form of broad guidance and autonomy where working in teams is required. • Responsibility for the work of others may be involved, and team coordination may be required. • Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a range of tasks and roles in a variety of contexts, with some complexity in the extent and choice of actions required. • Competencies are normally used within routines, methods and procedures where some discretion and judgement is required in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
	RN 3.2	\$102,667	\$105,747	\$107,862	\$110,019	
	RN 3.3	\$105,476	\$108,640	\$110,813	\$113,029	
Nurse 4	RN 4.1	\$109,854	\$113,150	\$115,413	\$117,721	<ul style="list-style-type: none"> • Work is likely to be without supervision with general guidance on progress and outcomes sought. • The work of others may be supervised or teams guided or facilitated. Responsibility for and limited


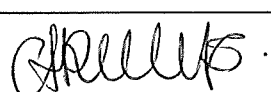
	RN 4.2	\$113,699	\$117,110	\$119,452	\$121,841	<p>organisation of the work of others may be involved.</p> <ul style="list-style-type: none"> Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks and roles in a variety of contexts, with complexity in the range and choice of actions required. Competencies are normally used within routines, methods and procedures where discretion and judgement is required, for both self and others, in planning and selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
	RN 4.3	\$118,021	\$121,562	\$123,993	\$126,473	
Nurse 5	RN 5.1	120,972	124,601	127,093	129,635	<ul style="list-style-type: none"> Work is likely to be under broad guidance. The work of others may be supervised or teams guided. Responsibility for the planning and management of the work of others may be involved. Competency at this level involves the self-directed application of knowledge with substantial depth in some areas, and a range of technical and other skills to tasks, roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.
	RN 5.2	126,050	129,832	132,429	135,077	

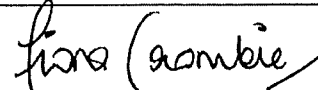
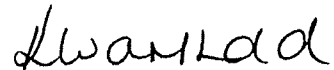
Nurse 6	RN 6.1	132,984	136,973	139,713	142,507	<ul style="list-style-type: none"> • Work is likely to be under limited guidance in line with abroad plan, budget or strategy. • Responsibility and defined accountability for the management and output of the work of others and for a defined function or functions may be involved. • Competency at this level involves the self-directed development of knowledge with substantial depth across a number of areas or mastery of a specialised area with a range of skills. • Application is to major functions in either varied or highly specific contexts. • Competencies are normally used independently and are substantially non-routine. • Significant judgement is required in planning, design, technical or supervisory functions related to products, services, operations or processes. • A Nurse Practitioner may be classified at the Nurse 6 classification level.
	RN 6.2	138,305	142,454	145,303	148,209	

SIGNATORIES TO THIS AGREEMENT

Signed for and on behalf of DANILA DILBA HEALTH SERVICE by the CEO	
Full Name: Robert McPhee	Address: 28 – 30 Knuckey Street, Darwin NT
Signature: 	Date: 29 August 2022
In the presence of: Full Name: Stephenie Reeves	Address: 28 – 30 Knuckey Street, Darwin NT
Signature: 	Date: 29 August 2022

Signed for and on behalf of UNITED WORKERS UNION by the Branch Secretary – Bargaining Representative	
Full Name: Godfrey Moase - Director United Workers Union	Address: 833 Bourke Street, Docklands Vic 3008
Signature: 	Date: 31/08/2022
In the presence of: Full Name: Jenny Burgoyne	Address: 833 Bourke Street, Docklands Vic 3008
Signature: 	Date: 31/08/2022

Signed for and on behalf of the AUSTRALIAN NURSING AND MIDWIFERY FEDERATION by the NT Branch Secretary – Bargaining Representative	
Full Name: Catherine Hatcher	Address: 16 Caryota Court, Coconut Grove NT
Signature: 	Date: 30/8/22
In the presence of: Full Name: ANGELA PHILLIPS	Address: 16 Caryota Crt, Coconut Grove ^{NT}
Signature: 	Date: 30/8/22

Signed for and on behalf of the AUSTRALIAN SALARIED MEDICAL OFFICERS' FEDERATION NORTHERN TERRITORY by the Executive Officer – Bargaining Representative	
Full Name: Fiona Crombie	Address: 2/25 Parap Road PARAP NT 0820
Signature: 	Date: 29.8.2022
In the presence of: Full Name: KEM WARTHOLD	Address: 2/25 PARAP Road, PARAP NT
Signature: 	Date: 29.8.2022