

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/168

**TITLE: Community Services and Health Industry Skills Council
Enterprise Agreement 2005**

I.R.C. NO: IRC5/1413

DATE APPROVED/COMMENCEMENT: 20 April 2005 / 20 April 2005

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 22 July 2005

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by Community Services and Health Industry Skills Council Pty Ltd, located at Level 7, 1, Oxford Street, Darlinghurst, NSW, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

PARTIES: Community Services and Health Industry Skills Council Pty Ltd -&- Sally Batkin, Natalie Collison, Jacinta Gately, Sally Vanderfield

COMMUNITY SERVICES AND HEALTH INDUSTRY SKILLS COUNCIL ENTERPRISE AGREEMENT 2005

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Context of Agreement

Community Services and Health Training Australia Ltd (CSHTA) was established in 1990 and was the national industry training advisory body (ITAB) for the community services and health industries. The Community Services and Health Industry Skills Council (CS&HISC) replaced it in 2004 following new advisory arrangements with ANTA and a change of company name.

CS&HISC exists to service the community services and health industries by acting as the peak advisory body in relation to skills development, vocational education and training. In this role, CS&HISC is responsible for establishing and maintaining the necessary training framework to enable the skills needs of the community services and health (CS&H) industries to be met. Key activities of CS&HISC include:

Development of products and services consistent with the National Training Framework, and emerging skills needs for the CS&H Industries.

Provide leadership in the development and distribution of information and advice to the Industry, ANTA and other government bodies to address skills needs.

Marketing and promotion of vocational education and training in the industries, to meet skills needs

Gather and broker industry specific knowledge to identify skills and training trends.

Providing improved opportunities for workers, in particular

- better training
- nationally recognised qualifications
- enhanced career opportunities

CS&HISC represents the views of key parties (both private and public employers) and union groups in the industry. It implements ongoing consultation processes to ensure that industry needs and views are represented in all its work.

The Spirit of the Agreement

CS&HISC is a service organisation and although employing only a small number of staff our clients and the quality of service that we provide are of the utmost importance. CS&HISC is a self-funding organisation and therefore a core function is to actively seek new contracts and funding that assist us to increase our brand recognition in the marketplace and achieve benefits for the CS&H industries. CS&HISC is committed to valuing and enhancing the skills and work performance of its small and dedicated workforce by rewarding good staff performance and providing opportunities for career development wherever possible.

This Agreement was developed through a consultative process involving all staff, the Chief Executive Officer, and representatives of the Board.

Operation of the Agreement

1. Title of Agreement

This agreement will be known as the Community Services and Health Industry Skills Council Enterprise Agreement 2005.

2. Parties to the Agreement

The following are parties to this Agreement:

- Community Services and Health Industry Skills Council
- Employees of the Community Services and Health Industry Skills Council

3. Term of Agreement

This Agreement will apply on and from the date of registration in the Industrial Relations Commission of NSW, and will operate for a period of three years.

Nothing in this Agreement will be deemed or is intended to reduce the terms and conditions of employment, or accrued entitlements or any relevant award to which any employees may have been entitled prior to the making of this Agreement.

Prior to the expiry of this Agreement, negotiations will have been completed for a replacement Agreement.

Engagement of Employees

4. Terms of Engagement

The employee will be an employee of CS&HISC and as such will be responsible to the Chief Executive officer or through any person appointed by the Chief Executive Officer.

5. Contract of Employment

- (a) All employees other than casual or fixed term employees (as defined in this Agreement) shall be subject to a probationary period determined by the employer of no more than three months duration.
- (b) On engagement the employee will receive a written statement specifying:
 - (i) the position's classification and pay rate according to Tables One and Two in this Agreement;
 - (ii) Whether the employment basis is full-time, part-time, casual or fixed contract;
 - (iii) The period of engagement for casual or fixed term contract employees;
 - (iv) The position description; and
 - (v) a copy of this Agreement

6. Employment Status

- (a) Full-time Employee

A full-time employee is a person engaged on a full-time basis and is not specifically engaged on a part-time, fixed contract or casual basis. A full-time employee is entitled to all the terms and conditions provided in this agreement.

- (b) Permanent Part-Time Employees

A part-time employee is a person who works a specified number of regular days and hours being less than those worked by a full-time employee per fortnight. Unless otherwise stated a part-time employee is entitled to the provisions of this Agreement on a proportional basis based on hours worked.

- (c) Fixed Contract Employees

A fixed contract employee is a person engaged for a specific period of time, or to perform a specified task or set of tasks. Unless otherwise stated a fixed-time employee is entitled to the provisions of this Agreement on a proportional basis based on hours worked.

A fixed-term employee may transfer unused entitlements to a new contract if the employee has been employed continuously for more than six months. Long service and redundancy entitlements do not apply to this classification.

- (d) Casual Employee

A casual employee is a person engaged and paid as such.

A casual employee is paid at the hourly rate set out in Table Two prescribed for the classification of the position, plus an additional loading of 15% inclusive of all leave entitlements, in accordance with the provisions of the *Annual Holidays Act 1944*. A casual employee is not entitled to the benefit of any leave provisions in this Agreement including public holidays and payment of leave loading. Casual rates will only be paid for a period of engagement that is less than thirteen weeks.

A casual employee is paid a minimum of two hours at the appropriate rate for each engagement.

A casual is not entitled to any paid leave entitlements nor redundancy provisions.

Classifications, Salary and Superannuation

7. Classifications

- (a) Classifications

All employees covered by this Agreement will be classified within CS&HISC position classification levels as set out in Table One

8. Rates of Pay

- (a) The rates of pay are set out in Table Two of this Agreement.
- (b) The Chief Executive Officer will nominate an appropriate annual salary within a salary band for levels 3, 4 and 5 to the Board Executive for ratification.
- (c) Existing employees on a nominated salary equivalent to level 3, 4 or 5 shall receive
- a minimum of 4% pay increase under this Agreement on the first full pay period on or after 1 January 2005
- 4% on the first full pay period on or after 1 January 2006
- 4% on the first full pay period on or after 1 January 2007
- (d) Any NSW State wage award increases granted during the life of this Agreement shall be absorbed within the rates outlined in the Annexure, Table 2 and any increases under this agreement

9. Payment of Salary

- (a) All salaries are paid fortnightly by electronic funds transfer to a nominated bank, credit union or building society account.
- (b) CS&HISC will take all reasonable steps to ensure salaries are paid into the employee's account on a weekday, being not more than five days following the end of the fortnightly pay period. All pay variations will be paid in arrears. Casual employees will be paid in arrears.
- (c) On termination, any outstanding salary payments will be paid on the date of termination.
- (d) Each employee will receive a pay slip which will be set out in accordance with the Industrial Relations (General) Regulation 1996.

10. Travelling Arrangements and Allowances

Employees shall be reimbursed for any approved expenses incurred whilst travelling on Company business. In all possible instances where a credit card is an acceptable means of payment, an employee is required to use the corporate credit card for all such expense payments

11. Superannuation

CS&HISC will contribute and otherwise act in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992 and other relevant legislation affecting superannuation entitlements.

Hours of Work

12. Span of Hours

This clause shall apply to positions classified at level 1 and 2 only. The ordinary hours of work are to be worked within the hours of 7am to 7pm Monday to Friday inclusive and shall not exceed 8 hours on any such day.

Ordinary hours shall be worked in 38 hours over any 7 day period in which 2 sequential days shall not be worked.

13. Overtime and Time in Lieu

This clause shall only apply to positions classified at level 1 and 2.

- (a) Overtime shall only be worked with the prior approval of the Chief Executive Officer or delegate.
- (b) All authorised time worked by an employee in excess of ordinary hours of work as prescribed in Clauses 8 and 12.
- (c) Overtime worked on Monday to Saturday inclusive shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (d) Overtime worked on Sundays shall be paid at the rate of double time.
- (e) By mutual agreement time of lieu may be granted in lieu of payment. Such time off shall be taken at a time/day as mutually agreed.
- (f) The time taken shall be equivalent to the overtime payment.

Leave

14. Annual Leave

- (a) An employee (other than a casual) shall be entitled to four weeks annual leave on pay after 12 months continuous service in accordance with the *Annual Holidays Act 1944*.

Employees classified at Level 3 or higher shall be entitled to an additional 5 days annual leave per annum in lieu of any overtime payment.

- (b) An employee on a set term contract shall be entitled to a pro-rata amount of annual leave based on 4 weeks annual leave for 12 months service, payable at the completion of their contract term.
- (c) At the commencement of an employee's leave accrual period, they may decide to either:
 - (i) Have 17.5% leave loading applied to any leave taken in association with that accrual; or
 - (ii) Have 3.5 days leave added to their annual leave which they may take in the accrual period; or
 - (iii) Have the value of the 17.5% leave loading on the accrual period amount calculated and paid as a once off cash payment.
- (d) In the absence of any written advice outlining the preference the employee would like in clause 14 (c), Clause 14 (c) (i) will be applied.

15. Public Holidays

- (a) A full-time employee is entitled to all public holidays without loss of pay. For the purposes of this clause a public holiday will be a day duly proclaimed as such day by the NSW Government.
- (b) A part-time or fixed-term employee is entitled to a public holiday without loss of pay when the public holiday fall on days which the employee would ordinarily have worked as a part of ordinary hours.
- (c) A casual employee is not entitled to any payment for a public holiday unless the holiday is worked.
- (d) National Days, Cultural or Religious Days of Significance.

Provided adequate notice is given by an employee, every effort will be made to accommodate requests for the observance of National days, Cultural days or Religious days of Significance by allowing employees to access their accrued entitlements or leave without pay.

- (e) Employees who work on a public holiday shall be entitled to payment of an additional 150% on top of their normal rate of pay for the day.

16. Sick Leave

- (a) An employee is entitled to 12 days sick leave on ordinary pay for each year of service.
- (b) In the first year of service, an employee will accrue 3 days sick leave after 3 months service, and 3 days for every 3 months after that.
- (c) An employee will take all reasonable steps to notify the office of his or her absence and the likely duration of the absence. Where possible this notice will be given within 3 hours of the beginning of the absence.
- (d) Proof of illness or injury will be furnished by a medical certificate after three days' absence from normal duties.
- (e) Employees who have deemed to have been ill or absent on a regular basis may be requested to furnish a medical certificate for any absences irrespective of their duration.
- (f) If the full period of sick leave is not taken in any year, the whole or any untaken portion will be cumulative from year to year.
- (g) There will be no pay out of unused accrued sick leave on termination.
- (h) Provided that a medical certificate is supplied, an employee's annual leave will be re-credited if the employee takes sick leave during annual leave.

17. Long Service Leave

All employees shall be entitled to paid Long Service Leave in accordance with the NSW Long Service Leave Act

18. Leave Without Pay

On application by an employee, the Chief Executive Officer may grant an employee leave without pay.

19. Parental Leave

An employee is entitled to parental leave in accordance with the *Industrial Relations Act 1996*. Such leave is unpaid leave.

20. Personal Carers Leave

20.1

- (a) An employee is entitled to parental leave in accordance with the *Industrial Relations Act 1996*. Such leave is unpaid.
- (b) Use of Sick Leave
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20.2(b) who needs the employee's care and support, shall be entitled to use, in accordance with this Subclause, any current or accrued sick leave entitlement, provided for at Clause 16 for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this Subclause where another person has taken leave to care for the same person.

20.2 The entitlement to use sick leave in accordance with this Subclause is subject to:

- (a) The employee being responsible for the care of the person concerned; and
- (b) The person concerned being:
 - (i) A spouse of the employee; or
 - (ii) A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) A child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) A relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 'relative' means a person related by blood, marriage or affinity;
 - 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 'household' means a family group living in the same domestic dwelling.
 - (vi) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

- (a) Unpaid Leave for Family Purpose

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in a 20.2(b) above who is ill.

21. Bereavement Leave

A permanent employee will be entitled up to 3 days paid leave for each bereavement of a significant other. A significant other is defined as a close friend, partner or family member eg. Spouse, defacto spouse, parent (natural, foster, parent-in law, or step parent) grandparent, sibling or child (natural, foster or adopted)

Reasonable evidence of the reason for this leave will be provided by the employee to the Chief Executive Officer.

An employee may extend this time off by using paid sick leave entitlements with the permission of the Chief Executive Officer.

22. Conference, Training and Study Leave

- (a) An employee may, with the prior approval of the Chief Executive Officer, attend conferences, training courses and seminars during normal working hours without loss of pay.
- (b) An employee will be entitled to paid leave to attend examinations approved by the Chief Executive Officer. Leave will cover travel time and duration of examination.

23. Jury Service/Blood Donation

- (a) An employee shall be entitled to leave to attend jury service. Where payment for such service is less than the employee's normal rate of pay, the employer shall pay the employee such difference for the period of service.
- (b) An employee shall be entitled to paid leave where such leave is for the purpose of donating blood.
- (c) Where an employee takes leave under this Clause, the employer may request written proof that leave has been taken for the purpose sought

Issue Resolution and Termination

24. Issue Resolution

- (a) CS&HISC and employees recognise that individual or group problems may arise from time to time and it is necessary to resolve these matters promptly. Subject to the Industrial Relations Act 1996 (NSW) a grievance is a complaint or concern made by an individual or group in an organisation about a work issue, including any act, omission, situation or decision.
- (b) A grievance will be dealt with in the following manner:
 - (i) Where the grievance is between 2 or more employees, the employees shall first attempt to resolve it themselves.
 - (ii) Should the matter remain unresolved, the employee(s) and the Chief Executive Officer or delegate shall attempt to resolve the grievance. If the grievance is against the Chief Executive Officer, the grievance shall go to the Chairperson of the Board, who may nominate a person to handle the grievance.
 - (iii) A meeting shall be arranged with the employee(s) within 7 working days of the notification, or as otherwise agreed to attempt a resolution of the grievance.
- (c) The employee will be entitled to have a representative to act as an observer, present during any of these stages.

- (d) Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration.
- (e) While the above procedure is being followed, work will continue normally where it is agreed there is an existing practice, but in other cases work will continue on the Chief Executive Officer's instruction. No party will be prejudiced as to the final settlement by continuation of work.

25. Termination of Employment

- (a) CS&HISC may terminate employment by giving one month's written notice or payment in lieu thereof. In addition, employees over forty five years of age at the time of giving notice, with not less than two years continuous service shall be entitled to an additional week's notice.
- (b) The period of notice of this Clause shall not apply in the case of conduct which justifies instant dismissal, or in the case of casual employees or employees engaged for a specific period of time or for specific task or tasks.
- (c) Employees may terminate employment by giving one month's written notice or forfeiture of pay in lieu of notice.

An employee with more than 3 months service on leaving or being dismissed will, on request, be given a certificate of service in writing. This document will contain information as to the nature and period of employment. Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

26. Redundancies

- (a) Any employee whose role is made redundant within 18 months of the date of the ratification of this Agreement through the non renewal of DEST contract shall be entitled to one month's notice and no less than 12 weeks redundancy pay, irrespective of their length of service.
- (b) In all other circumstances, the provisions of the *NSW Employment Protection Act 1982* shall apply regardless of the number of employees in the Company.

27. Individual Negotiations

- (a) Employees engaged under this Agreement may individually negotiate improved benefits in advance of the terms of the Community Services and Health Industry Skills Council Enterprise Agreement 2005.
- (b) Such terms must be mutually agreed in writing by the Chief Executive of the CS&HISC and the individual and may not extend beyond the life of the Agreement.

28. Anti-Discrimination and Sexual Harassment

- (a) It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

29. Equal Employment Opportunity

- 29.1 The Employer will endeavour to ensure that all personnel practices are conducted in a manner that provides fair and equal treatment for employees and potential employees so that they are able to undertake their employment in an atmosphere free of discrimination or harassment.
- 29.2 The Employer will comply with current anti-discrimination and affirmative action legislation when applying policies and procedures which include but are not limited to the areas of recruitment and selection, job advertising, training, promotions/transfers, superannuation, salary administration, Agreement provisions, eligibility of fringe benefits, termination, redundancy, demotions, performance assessments.

Signed for and on behalf of the Community Services and Health Industry Skills Council:

(Signature)	and	(Signature)
(Print name)	and	(Print name)
Date:		

Signed for and on behalf of the Nominated Persons for the employees of the Community Services and Health Industry Skills Council.

TABLE ONE - Classifications

LEVEL 1

A person employed, at level 1 shall work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

General features at this level require the application of knowledge and skills which are gained through previous work experience. Employees will be expected to have the ability to make decisions and exercise initiative in day to day operational matters, set priorities and monitor work flow as a normal part of the duties.

Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- perform duties of a specialised nature requiring the development of expertise over time or previous knowledge.

- provide secretarial assistance requiring judgement, initiative, confidentiality and sensitivity in the performance of work for senior staff or others as directed.

assist senior employees with more complex tasks or projects.

LEVEL 2

A person employed at Level 2 shall work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

provide secretarial assistance requiring a degree of judgement and initiative, in the performance of work to senior staff or others as directed.

exercise a high level of interpersonal skills in dealing with key stakeholders and other organisations.

perform duties of a specialised nature (eg purchasing supplies and equipment etc)

LEVEL 3

A person employed at Level 3 shall operate under limited direction from senior employees or the Chief Executive Officer.

General features at this level allow individuals the scope to influence the operational activities of CS&HISC. It is expected that employees at this level will be responsible for projects and/or functions to achieve organisational goals, such as the establishment and maintenance of sound office and financial systems.

Responsibilities:

To contribute to the operational objectives of CS&HISC, a position at this level may be required to:

provide personal assistance requiring high level of judgement, initiative, confidentiality and sensitivity in the performance of work for the Chief Executive Officer.

provide executive assistance to the CS&HISC Board or senior staff.

Assist with preparation of submissions and complex reporting.

coordinate the publishing and distribution of CS&HISC products

supervise an administrative trainee.

ability to manage physical and financial resources to ensure the successful completion of a project.

ability to delegate work to subordinates where appropriate.

LEVEL 4

A person employed at Level 4 shall operate under limited direction from the Chief Executive Officer and will be responsible for a project or projects across CS&HISC.

Individuals at this level will have recognised expertise and strong leadership skills. They will also have the ability to provide advice to industry stakeholders about participation in nationally recognised VET.

Individuals require an understanding of both the short-term and long-term goals of the CS&HISC. Individuals will be required to set outcomes for their work areas for which they are responsible so as to achieve the objectives of the organisation.

Managing time is essential so outcomes can be achieved. A high level of communication skills are required to provide effective advice to clients and external agencies.

Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- plan and present project ideas, plans, recommendations and evaluations
- work under limited direction within project priorities.
- manage physical and financial resources to ensure the successful completion of a project.
- participate in strategic planning processes
- excellent written, oral and presentation communication skills

LEVEL 5

A person employed at Level 5 shall be subject to broad direction from the Chief Executive Officer and will play a key leadership role in establishing and maintaining relationships with key stakeholders of CS&HISC.

General features at this level requires an individual to be responsible for the preparation of business cases, conduct of tenders and management of projects. A position at this level will demand responsibility for decision making, the provision of expert advice and the ability to resolve conflict.

Individuals require a good understanding of both the short-term and long-term goals of CS&HISC and will be required to set outcomes for the work for which they are responsible, so that they achieve the strategic objectives of CS&HISC.

Managing time is essential so that outcomes can be achieved. A high level of interpersonal skills is required to resolve issues and develop and motivate other staff members in a largely self-directed working environment.

Responsibilities:

To contribute to the strategic and operational objectives of CS&HISC, a position at this level will be required to:

- work under limited direction as to work priorities and the detailed conduct of the tasks.
- manage conflict of resources or priorities
- contribute to strategic planing processes
- preparation of business plans for funding in consultation with funding authorities.
- management of tendering and selection processes.

TABLE TWO - SALARIES

Classification		January 2005 Per annum \$	January 2006 Per annum \$	January 2007 Per annum \$
Level 1	Year 1	\$29,456	\$30,340	\$31,250
	Year2	\$30,636	\$31,555	\$32,502
	Year3	\$31,639	\$32,588	\$33,565
Level 2	Year 1	\$36,720	\$37,821	\$38,956
	Year2	\$37,877	\$39,014	\$40,184
	Year3	\$38,992	\$40,161	\$41,366

Level 3	Salary Band	\$46,340 - 55,610	\$47,730 - 57,280	\$49,162 - 59,000
Level 4	Salary Band	\$54,445 - 64,880	\$56,090 - 66,830	\$57,770 - 68,830
Level 5	Salary Band	\$63,720 -72, 990	\$65,630 - 75,175	\$67600 - 77,430