



# DECISION

*Fair Work*

*Act 2009*  
s.185—Enterprise agreement

**Commissioner for Public Employment**  
(AG2023/2310)

## **NORTHERN TERRITORY PUBLIC SECTOR NURSES AND MIDWIVES' 2022 – 2026 ENTERPRISE AGREEMENT**

State and Territory government administration

COMMISSIONER SPENCER

BRISBANE, 2 AUGUST 2023

*Application for approval of the Northern Territory Public Sector Nurses and Midwives' 2022 – 2026 Enterprise Agreement*

[1] An application has been made for approval of an enterprise agreement known as the *Northern Territory Public Sector Nurses and Midwives' 2022 – 2026 Enterprise Agreement* (the Agreement). The application was made pursuant to section 185 of the *Fair Work Act 2009* (the Act). It has been made by Commissioner for Public Employment (the Applicant). The Agreement is a single enterprise agreement.

[2] Subject to matters that have been addressed by way of an undertaking, I am satisfied that each of the requirements of sections 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to section 190(3), I have accepted an undertaking from the employer. In accordance with sections 191(1) and 201(3) of the Act the undertaking is taken to be a term of the Agreement. A copy of the undertaking is attached to the Agreement.

[4] The Australian Nursing and Midwifery Federation NT Branch (ANMFNT) being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with section 201(2) I note that the Agreement covers the ANMFNT.

[5] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 9 August 2023. The nominal expiry date of the Agreement is 9 August 2026.



COMMISSIONER

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**Note – this agreement is to be read together with undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy of these undertakings can be found at the end of the agreement.**

# **Northern Territory Public Sector Nurses and Midwives' 2022 - 2026 Enterprise Agreement**



# Northern Territory Public Sector Nurses and Midwives' 2022 - 2026 Enterprise Agreement

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## PART 1 – APPLICATION AND OPERATION OF AGREEMENT

### 1. Title

This Agreement will be known as the Northern Territory Public Sector Nurses and Midwives' 2022 – 2026 Enterprise Agreement.

### 2. National Employment Standards

The provisions of this Agreement are to be read in conjunction with the National Employment Standards to the extent that if this Agreement provides a lesser entitlement than the National Employment Standards, the National Employment Standards will apply.

### 3. Parties covered by this Agreement

This Agreement applies to and covers:

- (a) the Commissioner for Public Employment; and
- (b) the Australian Nursing and Midwifery Federation (NT Branch); and
- (c) all employees who are members of the Australian Nursing and Midwifery Federation or are eligible to be members of the Australian Nursing and Midwifery Federation and who are employed in any of the classifications specified in clause 18.

### 4. Definitions

For the purposes of this Agreement:

- (a) **agency** means an 'Agency' as defined in the PSEM Act;
- (b) **agreed hours** means where the employer and the employee will agree in writing on a regular pattern of part-time work, specifying at least the ordinary hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day;
- (c) **Agreement** means the Northern Territory Public Sector Nurses and Midwives' 2022 - 2026 Enterprise Agreement;
- (d) **AHPRA** means Australian Health Practitioner Regulation Agency;
- (e) **CEO** means the Chief Executive Officer of the Department of Health or their delegate;
- (f) **child** means birth, an adopted, step, or adult child;
- (g) **commencement date** means the date as determined under clause 5;
- (h) **Commissioner** means the Commissioner for Public Employment in the Northern Territory;

- (i) **compulsory transferee** means an employee who was compulsorily transferred to the Northern Territory Public Service from the Commonwealth Public Service; or the former Northern Territory Public Service under the provisions of section 38 or 40 of Part VI of the *Public Service Act 1976*;
- (j) **continuity of midwifery care** means the consistent philosophy requiring an organisational structure around which this type of care is provided. Models of continuity of care fall into 2 general categories:
  - (i) caseload; and
  - (ii) team midwifery.
- (k) **core midwives** are midwives within a maternity unit who do not participate in team midwifery or caseload/group practice models. Core midwives may be based in 1 area (antenatal, labour and birth or postnatal) and may not necessarily follow the same group of women throughout the childbearing period;
- (l) **department** means the Department of Health and includes Barkly, Big Rivers, Central Australia, East Arnhem, and Top End Regional Health Services;
- (m) **de facto partner** means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or (different sexes)); and includes a former de facto partner of the employee;
- (n) **employee or employees** means an Enrolled Nurse, a Registered Nurse, Registered Midwife, Registered Undergraduate Student of Midwifery ('RUSOM') or Registered Undergraduate Student of Nursing ('RUSON') of the Northern Territory Public Sector employed under PSEM Act and employed in a classification set out in clause 18;
- (o) **employee representative** means a representative chosen by an employee, which may be a union representative;
- (p) **Enrolled Nurse** means an employee who is registered with AHPRA as an enrolled nurse;
- (q) **extended family** means:
  - (i) a spouse of the employee's child (e.g., daughter-in-law);
  - (ii) a spouse of the employee's sibling (e.g., sister-in-law); or
  - (iii) an aunt, uncle, niece, nephew or first cousin of the employee.
- (r) **FWC** means the Fair Work Commission;
- (s) **FW Act** means *Fair Work Act 2009* (Cth);
- (t) **immediate family** means a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or a child, parent,

grandparent, grandchild or sibling of a spouse or de facto partner of the employee;

- (u) **medical certificate** means a certificate signed by a registered health practitioner;
- (v) **Midwifery Group Practice (case load midwifery)** means a small group of midwives (usually 2 or 3) with a focus on continuity of carer approach and who provide antenatal, intrapartum, and postnatal care for a defined number of women. The caseload will be based on a full-time (38 hours per week) midwife providing full care for up to 40 clients in a 12 month period. The caseload for a part-time midwife will be calculated on a pro rata basis based upon their agreed hours (e.g., 40 women x 0.84 FTE). Depending on complexity, the caseload for a full-time or part-time midwife may be reduced;
- (w) **midwifery models of care** means models of maternity services in which midwives are primary caregivers. These services may include midwives' clinics, community midwifery, team midwifery and birth centres;
- (x) **month** means a calendar month for the purposes of recreation leave;
- (y) **National Employment Standards** (or **NES**) is a reference to the statutory minimum employment standards that apply to the employment of employees, which cannot be displaced in an enterprise agreement, that are provided in Part 2-2 of Chapter 2 of the FW Act;
- (z) **NTPS** means the Northern Territory Public Sector;
- (aa) **NMBA** means Nursing and Midwifery Board of Australia;
- (bb) **Nurse Practitioner** means a Registered Nurse who is endorsed as a Nurse Practitioner by the Nursing and Midwifery Board of Australia;
- (cc) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;
- (dd) **PSCC** means the Public Sector Consultative Council constituted under the PSEM Act;
- (ee) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act 1993*, as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations, as varied from time to time, made under that Act;
- (ff) **reasonable business grounds** includes but is not limited to:
  - (i) excessive costs of accommodating the request;
  - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the request;

- (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
  - (iv) that there is likely to be a significant loss in efficiency or productivity; or
  - (v) that there is likely to be a significant negative impact on customer service.
- (gg) **registered health practitioner** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type) with authority to issue a medical certificate;
  - (hh) **Registered Midwife** means an employee who is registered with AHPRA as a registered Midwife;
  - (ii) **Registered Nurse** means an employee who is registered with AHPRA as a registered Nurse;
  - (jj) **Registered Undergraduate Student of Midwifery ('RUSOM')** means a person currently enrolled at a university to undertake undergraduate midwifery study, who is registered with AHPRA as a student of midwifery;
  - (kk) **Registered Undergraduate Student of Nursing ('RUSON')** means a person currently enrolled at a university to undertake undergraduate nursing study, who is registered with AHPRA as a student nurse;
  - (ll) **shiftworker** means that for the purposes of the National Employment Standards, a shiftworker is an employee who is rostered to work ordinary shifts on any of the 7 days of the week and is regularly rostered to perform work on Sundays and Public Holidays;
  - (mm) **spouse** includes a former spouse for the purposes of Parental Leave;
  - (nn) **team midwifery model** means a team of midwives (6 - 8) who collaborate to provide antenatal, intrapartum, and postnatal care for a defined group of women. It is a model of maternity care provided by a team of midwives who may provide continuity of care through pregnancy, labour and birth and early parenting;
  - (oo) **union** means the Australian Nursing and Midwifery Federation (NT Branch);
  - (pp) **week** means 38 hours or 5 consecutive working days, depending on the context for the purposes of recreation leave;
  - (qq) **year** means a calendar year.

## 5. Period of Operation

The Agreement will come into effect 7 days after approval from the FWC and will remain in force until 9 August 2026.

## **6. Purpose and Operation of Schedules**

- 6.1 This Agreement is a comprehensive agreement and provides the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under the applicable legislation, including the PSEM Act and FW Act.
- 6.2 In the event of any inconsistency between them, the terms and conditions of Parts 1 to 9 of this Agreement will prevail over terms and conditions of Schedules 1 to 3.

## **7. Relationship with Public Sector Employment and Management Act (PSEM) Act**

- 7.1 The parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment.
- 7.2 This Agreement will be read in conjunction with the PSEM Act and will prevail over the PSEM Act to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.
- 7.3 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws and Determinations will not be unilaterally varied without consultation and agreement with the affected parties prior to the formalisation of an amendment.
- 7.4 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

## **8. No Extra Claims**

- 8.1 This Agreement constitutes a final settlement of the parties' claims, and together with the PSEM Act, is intended to set out, or set out processes for determining, all the terms and conditions of employment of the employees who will be subject to this Agreement, until its expiry.
- 8.2 The parties agree that they will not make any extra claims in relation to employee terms and conditions of employment in operation for the period of this Agreement.

## **9. Negotiations for Replacement Agreement**

Negotiations to replace this Agreement will commence 4 months prior to the expiry of this Agreement or earlier or later by agreement between the parties covered by the Agreement.

## **10. Objectives of Agreement**

- 10.1 The parties agree that continuous improvement strategies will contribute to the efficiency and productivity of the NTPS and it is the intention of the parties to build upon and enhance the human resource reforms contained in the PSEM Act through:
  - (a) improved human resource practices; and
  - (b) staff development; and
  - (c) management and professional development programs; and

- (d) other programs of continuous improvement.
- 10.2 The parties acknowledge the need to examine jointly and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes and that the consultative mechanisms referred to in clause 14 – Management of Change, will be employed by the parties for this process.
- 10.3 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within the NTPS, the parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.
- 10.4 The employer commits there will be no reduction in current or future employee rights and entitlements as provided in By-laws and Determinations, including provision of allowances and leave arrangements, for the term of the Agreement.
- 11. Productivity and Efficiency**
- 11.1 The parties to this Agreement recognise the skills, energy, and cooperation of employees in increasing productivity across the NTPS and that these improvements are integral to enhanced client service delivery and the career satisfaction and development of employees. Increasing productivity is an ongoing and evolutionary process which takes place within the context of changing government priorities in policy and service delivery, new client demands, the introduction of new technology, more efficient and effective management and work practices, and ongoing skills development of the workforce.
- 11.2 As with former NTPS nursing and midwifery agreements, the past, present, and future contribution of employees in increasing productivity is recognised through improved terms and conditions of employment which arise from the introduction of this Agreement.
- 11.3 The parties acknowledge that this Agreement recognises productivity improvements occurring during the life of this Agreement.
- 11.4 This Agreement recognises current and future developments in nursing and midwifery practice. In particular the Agreement recognises the following developments:
  - (a) implementation of the revised career pathway for NTPS nurses and midwives;
  - (b) the evolving clinical responsibility and scope of practice of nurses and midwives;
  - (c) the need to manage responsiveness to meet service demands whilst supporting safe workload management;
  - (d) emerging best practice principles supporting safe, quality patient care; and
  - (e) facilitating the requirements to AHPRA.
- 11.5 Without limiting the scope of this clause, productivity and efficiency will be enhanced with employee commitment to implement the policies and initiatives of the government of the day.

## **12. Security of Employment**

- 12.1 While recognising that reorganisation and changes to employee numbers arising from various factors are occurring within the department, the parties agree that there will be no involuntary redundancies (notice of redundancy) for the term of this Agreement.
- 12.2 However, clause 12.1 does not apply to an employee who has been declared potentially surplus to requirements under section 41 of the PSEM Act and registered on the Office of the Commissioner for Public Employment's Redeployment Database for longer than 2 years.
- 12.3 The Commissioner supports certainty of employment through the appropriate application of the merit principle. The use of higher duties, fixed period employment and casual employment arrangements in the NTPS are appropriate in certain circumstances.

## **PART 2 – PROCEDURAL MATTERS**

### **13. Dispute Settling Procedures**

- 13.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
  - (a) This clause sets out procedures to be followed for avoiding and resolving disputes in relation to:
    - (i) a matter arising under this Agreement ; or
    - (ii) the National Employment Standards.
- 13.2 In the event of a dispute about a By-law issued under the PSEM Act, clauses 13.5 and 13.6 will apply.
- 13.3 An employee who has a grievance about their treatment in employment can, as an alternative, choose to have the decision reviewed in accordance with section 59 of the PSEM Act.
- 13.4 General
  - (a) A party to a dispute may appoint another person, organisation, or association to accompany or represent them at any stage of the dispute.
  - (b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
  - (c) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has reasonable concerns about imminent risk to their health and safety, has advised the CEO of this concern and has not unreasonably failed to comply with a direction by the CEO to perform other available work that is safe and appropriate for the employee to perform.
  - (d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the

FWC with respect to the exercising of its functions and powers under this clause.

- (e) Any decision or direction the FWC makes in relation to the dispute will be in writing.
- (f) Subject to the right of appeal under clause 13.7(d) any direction or decision of the FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties.

### 13.5 Internal Resolution

- (a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee(s) and/or union and relevant managers and/or agency CEO.
- (b) If the discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commissioner for resolution. The referral should be in writing. The Commissioner will work with the parties to the dispute and attempt to resolve the matter as soon as reasonably practicable.

### 13.6 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 13.5, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 13.4 and 13.5 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.
- (c) Conciliation before the FWC will be regarded as completed when:
  - (i) the parties have reached agreement on the settlement of the dispute; or
  - (ii) the member of the FWC conducting the conciliation has either of the member's own motion or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

### 13.7 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.
- (c) Subject to clause 13.7(d) the determination of the FWC is final and binding.



- (d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of a full bench of the FWC, provided that such appeal is lodged within 21 days of the decision being made.
- (e) For the avoidance of doubt, this clause does not apply in relation to disputes about matters referred to in clause 13.2.

## **14. Management of Change**

14.1 This clause applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### *Major change*

14.2 For a major change referred to in clause 14.1 the employer must notify the relevant employees and the union of the decision to introduce the major change; and clauses 14.3 to 14.10 apply.

14.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

14.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.

14.5 As soon as practicable after making a decision, the employer 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 the employer 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.

- 14.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 14.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 14.8 For the purpose of clause 14.7 genuine consideration includes:
- (a) advising employees and their representatives of the final decisions; and
  - (b) explaining how the views expressed by the employees and their representatives were taken into account.
- 14.9 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 14.2, 14.3 and 14.5 are taken not to apply.
- 14.10 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 the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to Regular Roster or Ordinary Hours of Work*

- 14.11 For a change referred to in clause 14.1(b):
- (a) the employer must notify the relevant employees and the union of the proposed change; and
  - (b) clauses 14.12 to 14.16 apply.
- 14.12 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 14.13 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- (b) the employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.
- (c) As soon as practicable after proposing to introduce the change, the employer must:
  - (i) discuss with the relevant employees the introduction of the change; and
  - (ii) for the purposes of the discussion – provide to the relevant employees:
    - A. all relevant information about the change, including the nature of the change; and
    - B. information about what the employer reasonably believes will be the effects of the change on the employees; and
    - C. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (iii) 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).

14.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

14.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

14.16 In this clause **relevant employees** means the employees who may be affected by a change referred to in clause 14.1(b).

## **15. Consultative Committees and Representative Rights**

### *Consultative Committees*

15.1 In relation to matters of general interest to the NTPS the parties agree to utilise the PSCC established under the PSEM Act.

15.2 The parties acknowledge the establishment of a joint consultative committee (the committee) made up of department and union representatives. The committee will be known as the Australian Nursing and Midwifery Federation (NT Branch)/ Department of Health Consultative Committee.

15.3 The terms of reference have been agreed between the parties, including frequency of meetings and timeframes for particular issues. The constitution of representatives will be agreed between the parties but will consist of union representatives, senior DOH nursing and midwifery leaders and senior departmental management.

15.4 The purpose of the committee will be to discuss and agree outcomes in relation to operational issues raised by the parties.

- 15.5 The committee will have the capacity to monitor the implementation of the agreed recommendations and outcomes. The committee may also discuss any other issues agreed by the committee.

*Representative Rights*

- 15.6 The employer recognises the legitimate right of the union to represent those employees who are members, or eligible to become members.
- 15.7 An accredited union delegate will be allowed reasonable time during working hours to consult with members or employees eligible to become members on employment matters affecting employees provided that such consultation:
- (a) will not adversely affect their ability to perform their duties;
  - (b) does not disturb or interfere with their workplace or the workplace in which the consultation occurs; and
  - (c) has been approved by the relevant manager in advance of the activity.
- 15.8 Such approval will not be unreasonably withheld.

*Right of Entry*

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

*Union Training Leave*

- 15.10 For the purpose of assisting employees to understand their rights and entitlements under this Agreement and improving industrial relations, the CEO will, subject to the provisions of this clause, provide an employee who is a nominated union delegate with up to 5 days paid leave per annum to attend union training courses conducted by the union or approved by the union.
- 15.11 The approval for an employee to attend a training course will be subject to the operational requirements of the department.
- 15.12 Such approval will not be unreasonably withheld.
- 15.13 An employee seeking to take union training leave must have been nominated by the union to attend the course for which the union training leave is sought.
- 15.14 The employee will only be paid for the period of union training leave if:
- (a) the employee provides evidence satisfactory to the CEO of their attendance at the course for which union training leave was sought; and
  - (b) in normal circumstances the CEO has received not less than 4 weeks written notice of nomination from the union, setting out the times, dates, content, and venues of the course.

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

15.16 Leave granted under this clause will count as service for all purposes.

## **16. Support and Wellbeing - Employee Assistance Program**

16.1 The purpose of the Employee Assistance Program is to help employees and managers deal with issues that may impact on them at work.

16.2 Employees and their families may access up to 3 sessions of professional and confidential counselling services for each issue, which may be conducted remotely.

16.3 Further sessions may be granted by the CEO.

16.4 Consistent with the department's policy, the cost of the first 3 work-related visits is to be met by the department, with the cost of any subsequent visit by agreement between the department and the provider.

## **17. Safe and Healthy Work Environment**

17.1 The employer is committed to improving the work health and safety of all employees.

17.2 The parties are committed to supporting sector-wide guidelines to ensure work health and safety of employees, including remote employees and when travelling for work is required.

17.3 During the life of this Agreement, the parties agree to work together to pilot strategies to manage and implement fatigue options for nurses and midwives.

17.4 In addition to the parties' obligations under the *Work Health and Safety (National Uniform Legislation) Act 2011*, or any superseding legislation, the department:

- (a) Will on an ongoing basis monitor the impact of the department's Aggression Zero Tolerance policy on Nurses and Midwives; and
- (b) Will manage work practices to ensure wherever practicable, employees will not wear lead aprons for more than 1 hour without a 10-minute break.
- (c) In the event that if for operational reasons the employee is unable to be rested for the appropriate period, the 10 minutes per hour will be accumulative (e.g., for 3 hours = a 30 minute break).
- (d) These work practices will be monitored through local WHS Committees and reported to the NT Health Workplace WHS Committee.

### *Workplace Bullying*

17.5 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying.

17.6 The employer will take all reasonably practical steps to:

- (a) Foster a culture of respect in the workplace; and

- (b) ensure employees including managers are treated appropriately and not subject to inappropriate workplace behaviour and bullying.

## PART 3 – CLASSIFICATIONS, PAY AND INCREMENTS

### 18. Classifications

- 18.1 All employees will be classified according to the structure set out in Annual Rates of Pay of Schedule 3.
- 18.2 Assessment of the appropriate classification level under this Agreement will be in accordance with the classification descriptions set out in Schedule 1– Classification Descriptions.
- 18.3 The classification levels have been changed under this Agreement through the adding of an additional increment at the top of the scale for each designation level as summarised in the following table:

Current Structure	New Structure
	RUSON/RUSOM 1
	RUSON/RUSOM 2
N1.1	N1.1
N1.2	N1.2
N1.3	N1.3
N1.4	N1.4
N1.5	N1.5
	N1.6 (NEW)
Nurse 1 Advanced Practice	Nurse 1 Advanced Practice
	Nurse 1 Advanced Practice Y2 (NEW)
RN/RM retraining 75%	
N2.1	N2.1
N2.2	N2.2
N2.3	N2.3
N2.4	N2.4
N2.5	N2.5
N2.6	N2.6
N2.7	N2.7
	N2.8 (NEW)
N3.1	N3.1
N3.2	N3.2
N3.3	N3.3
	N3.4 (NEW)
N4.1	N4.1
N4.2	N4.2
N4.3	N4.3
	N4.4 (NEW)
N5.1	N5.1
N5.2	N5.2
	N5.3 (NEW)

N6.1	N6.1
N6.2	N6.2
	N6.3 (NEW)
N7.1	N7.1
N7.2	N7.2
	N7.3 (NEW)
N8.1	N8.1
N8.2	N8.2
	N8.3 (NEW)

18.4 Employees who have been at the top increment for their designation for 12 months or longer will be entitled to progress 1 pay point to the new higher increment level effective from the date the Agreement is made when a majority of those employees who cast a valid vote approve it.

18.5 Employees who have been at the top increment for their designation for less than 12 months will be entitled to progress 1 pay point to the new higher increment level in accordance with the requirements specified under Clause 23 of this Agreement.

## **19. Rates of Pay**

19.1 The rates of pay (annual salary) will be increased as set out below:

- (a) 3% effective from 9 August 2022;
- (b) 3% effective from the first full pay period to commence on or after 9 August 2023;
- (c) 3% effective from the first full pay period to commence on or after 9 August 2024; and
- (d) 3% effective from the first full pay period to commence on or after 9 August 2025.

19.2 The rates of pay applicable to classifications in this Agreement are contained in TABLE 1 Annual Rates of Pay in Schedule 3.

19.3 The Nursing and Midwifery classifications have been restructured through the addition of an extra increment at the top of each classification level and are contained in Annual Rates of Pay in Schedule 3.

19.4 The commencement date of incremental advancement will be backdated to the 9 August 2022, which will be processed prior to the commencement date of the first 3% salary increase set out under 19.1 (a) of this Agreement as set out in clause 18.4 above.

19.5 Income-related Allowances are to be increased by 3% per annum and will be payable in accordance with the applicable Allowance provisions in this Agreement.

19.6 Allowances are to be adjusted in accordance with the applicable provisions in this Agreement and are set out in Schedule 3 – Salary Rates and Allowances (refer TABLE 4 Income Related Allowances and TABLE 5 Expense Related Allowances).

19.7 Expense related allowance in Table 5 Schedule 3 are to be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year. The Commissioner will give effect to any subsequent annual adjustments required under the Agreement through a Determination. The allowances will not reduce if the Darwin Consumer Price Index is negative.

19.8 Employees will be paid fortnightly based on the following formula:

$$\text{Fortnightly pay} = \frac{\text{annual salary} \times 12}{313}$$

*Nurse 1/2 in Training*

19.9 An employee undertaking a 3 month supervised clinical nursing or midwifery program with the department as a requirement for 're-entry' to nursing or midwifery, will be paid 75% of the base salary point of the Nurse 1 or Nurse 2 classification, including the appropriate penalty payments, depending upon their nursing or midwifery qualification.

## **20. Part-Time Employment – Pro Rata Entitlements**

A part-time employee will be entitled to all terms and conditions of employment under this Agreement applying to a full-time employee on a pro rata basis according to the part-time employee's agreed hours of duty, unless otherwise stated in this Agreement.

## **21. Casual Employment and Loading**

21.1 An employee engaged on a casual basis will be paid the ordinary hourly pay rate for the employee's classification.

*Note: Refer to the notes in Schedule 3 on calculating an employee's ordinary hourly pay rate.*

21.2 A casual employee will be paid a loading of 22% of the ordinary hourly rate for the classification in which they are employed. The loading is in lieu of personal leave and recreation leave entitlements. The casual loading will not be used to increase the hourly rate for payment of overtime or shiftwork penalties.

21.3 A casual employee will be entitled to progress 1 pay point within the rates of pay scale for the employee's classification from the date the employee completed 1976 hours at the employee's current increment. This clause is not applicable to RUSON/RUSOM employees.

21.4 An employee's right to request and an employer's obligation to offer conversion from casual employment to full-time or part-time employment is provided for in the NES.

## **22. Recognition of Previous Experience**

22.1 **Approved experience** will mean such experience in the nursing and/or midwifery industry as is recognised by the CEO for the purposes of this clause.

22.2 An employee will be credited with approved experience for purposes of determining salary on employment and eligibility for incremental advancement.



- 22.3 A Nurse 2 employee who has returned to the nursing or midwifery industry after completing a 'refresher course', and who has not worked as a Registered Nurse or Registered Midwife for 5 or more years, will not immediately be credited on employment with 'approved experience' for salary purposes.
- 22.4 However, within their first 3 months of service they may request the CEO make an assessment of their performance to determine the extent to which they have recovered their former skills and the proportion of their previous experience which should be recognised as 'approved experience' for salary purposes.
- 22.5 Employees will be eligible for salary and incremental advancement from the date on which the assessment is made.

### **23. Increments**

- 23.1 Subject to the provisions of this clause, salary progression where there is more than 1 salary point will be by annual increments.
- 23.2 An employee will be entitled to progress 1 pay point within the rates of pay scale for the employee's classification after 12 months continuous service, or after 12 months broken service in the preceding 24 months, at a particular pay point.
- 23.3 In the case of a part-time employee and casual employee, an employee will be entitled to progress 1 pay point within the rates of pay scale for the employee's classification from the date the employee completed 1976 hours at the employee's current increment. This clause is not applicable to RUSON/RUSOM employees.
- 23.4 An employee who is promoted on an ongoing basis will have included for the purpose of calculating the increment date any previous period during the preceding 24 months at which the employee performed higher duties at the new classification level or higher.

*Note 1: Performance of higher duties of another designation or classification level having a lower scale of rates of pay than the new classification level to which the employee is promoted will not count for incremental purposes.*

*Note 2: Refer to clause 27.2(g) (Higher Duties Allowance) for recognition of an increment attained by higher duties for future higher duties.*

- 23.5 A period of employment at a higher duties classification level will count for incremental purposes for the employee's substantive classification level.

#### *Withholding an increment*

- 23.6 The authority to apply clauses 23.8 and 23.9 will not be applicable unless the Commissioner is satisfied that an acceptable performance management system is in place which meets the requirements of Employment Instruction No. 4.
- 23.7 The Commissioner will notify employees and their representatives of the acceptance of any performance management system for the purposes of clause 23.6 prior to that system being used for deferral of increments.
- 23.8 The CEO may determine to withhold an increment as set out in clause 23.9, on the basis that an employee:

- (a) having agreed to or having been assigned reasonable performance targets or reasonable required work outcomes, has failed to meet those targets or outcomes, and
- (b) has received counselling and been provided with the opportunity to improve performance to an acceptable standard, and
- (c) has failed to attain or sustain an acceptable standard of work performance.

23.9 The CEO may withhold an increment as follows:

- (a) the CEO may defer payment for a specified period of time which will be up to 6 months subject to payment earlier if a specified, and preferably agreed, work performance, training or work outcome target is demonstrated;
- (b) at the end of the 6-month deferment period, the CEO may again defer the increment by up to a maximum of a further 6 months where the required performance standard has not been achieved and alternative steps have been taken to address the less than satisfactory performance. The increment will not be withheld for longer than 12 months in total;
- (c) the CEO must provide the reasons for deferring an increment under clauses 23.9(a) or 23.9(b) in writing to the employee.

23.10 If a decision is made under clauses 23.9(a) or 23.9(b) the employee may seek a review of the CEO's decision on the basis of 1 or more of the following reasons:

- (a) this clause has not been adhered to; or
- (b) the decision was made to punish or harass the employee; or
- (c) natural justice has not been afforded to the employee.

23.11 The review will be conducted in accordance with the grievance review mechanism under section 59 of the PSEM Act.

23.12 In all cases where an increment is deferred, the date to which it is deferred will become the anniversary date for the purposes of the next increment.

23.13 The Commissioner will notify the union of the acceptance of any performance management system for the purposes of clause 23.6 prior to that system being used for deferral of increments.

## **24. Superannuation**

24.1 The subject of superannuation is dealt with extensively by Commonwealth legislation, which governs the superannuation rights and obligations of the parties.

24.2 The employer will make the minimum superannuation contributions to a superannuation fund for the benefit of an employee as this will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

*Note: This means that superannuation will only be paid up to the maximum contribution base even if an employee's ordinary time earnings (including allowances which count for purposes of superannuation) exceed this amount.*

- 24.3 The Commonwealth Superannuation Scheme (CSS), Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) and the Northern Territory Supplementary Superannuation Scheme (NTSSS) are classified as exempt public sector superannuation schemes under the *Superannuation Industry (Supervision) Act 1993*. The superannuation legislation treats exempt public sector superannuation schemes as complying funds for concessional taxation and superannuation guarantee purposes.

*Note: The CSS was closed to new members from 1 October 1986 and both NTGPASS and NTSSS were closed to new members from 10 August 1999. Employees employed before these dates may be members of the CSS, NTGPASS and NTSSS.*

- 24.4 Employees who commenced after 10 August 1999, or who have ceased to be a member of the CSS, NTGPASS or NTSSS, can choose a complying superannuation fund to receive contributions on their behalf.

- 24.5 Employees who do not nominate a superannuation fund will have their superannuation contributions paid to either:

- (a) an existing superannuation fund of which they are a member (if this is required by legislation); or
- (b) the employer's default superannuation fund, which offers a MySuper product.

## **25. Salary Sacrifice**

### **25.1 Salary Sacrifice for Employer Superannuation**

Under this Agreement an employee may choose to sacrifice salary for employer superannuation contributions into a complying superannuation fund. The arrangement is available to all employees and participation is at the discretion of an individual employee. Under the arrangement the following conditions apply:

- (a) An employee who currently has their employer superannuation guarantee contributions paid to a Choice of Fund superannuation fund (e.g., employed after 10 August 1999) may salary sacrifice into that fund or another complying superannuation fund.
- (b) An employee who currently contributes 6% to NTGPASS may salary sacrifice into NTGPASS or another complying superannuation fund.
- (c) An employee who currently contributes to the CSS is not able to salary sacrifice into that scheme, but can salary sacrifice into another complying superannuation fund.
- (d) While there is no limit to the amount an employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions (whether real or notional), will be assessed against the Commonwealth concessional contribution cap relevant to their age. The employee is

responsible for any tax and interest that may be imposed by the Australian Taxation Office or other relevant authority for them exceeding the Commonwealth concessional contribution cap.

- (e) The arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly.
- (f) The arrangement does not operate to reduce employer superannuation contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of salary sacrifice arrangements.
- (g) When an employee who is a member of the CSS, NTSSS or NTGPASS enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes will remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes).

## 25.2 Salary Sacrifice Packaging

Under this Agreement an employee may choose to enter into salary sacrifice packaging arrangements in compliance with Commonwealth taxation legislation and any rules and regulations imposed by the Australian Taxation Office or other relevant authority. These salary sacrifice packaging arrangements meet the full obligations of the employer in relation to salary payments required under this Agreement. Under the arrangement the following conditions will apply:

- (a) the arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;
- (b) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes will be met by the employee;
- (c) an employee will meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;
- (d) an employee's salary for superannuation purposes and severance and termination payments will be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement; and
- (e) an employee will provide evidence of having obtained or waived their right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

## PART 4 - ALLOWANCES

### 26. Attraction and Retention Incentive Allowance

26.1 This clause does not apply to RUSON and RUSOM employees or casual employees.

- 26.2 The attraction and retention incentive allowance will operate for the first 24 months of this Agreement calculated from the date the Agreement comes in effect (7 days after approval of the Agreement by the FWC, in accordance with section 54(1)(a) of the FW Act) and will be paid to part-time employees on a pro rata basis.
- 26.3 An option to renew for a further 24 months will be available. A renewal of the incentive for a further 24 months will be dependent upon a review to determine whether the incentive has been effective.
- 26.4 The Attraction and Retention Incentive Allowance will be paid to all nurses and midwives as follows:

	<b>Darwin Palmerston (applicable to all nurses &amp; midwives)</b>	<b>Katherine Gove (applicable to all nurses &amp; midwives)</b>	<b>Central Australia Barkly (applicable to all nurses &amp; midwives)</b>	<b>Remote (applicable to all nurses &amp; midwives)</b>
<b>Attraction - applicable to current and new employees (For those employees with 3 months or more service, the attraction component will be paid immediately. New employees must complete 3 months service before payment)</b>	\$1000	\$1000	\$1500	\$2000
<b>Retention - 12 months service (This will be paid on the anniversary of the attraction payment)</b>	\$1500	\$2000	\$3000	\$3500
<b>Retention - 24 months service (This will be paid on the anniversary of the first retention payment; i.e. at 24 months)</b>	\$1500	\$2000	\$3000	\$3500
<b>Total</b>	<b>\$4000</b>	<b>\$5000</b>	<b>\$7500</b>	<b>\$9000</b>

## **27. Higher Duties**

- 27.1 This clause does not apply to RUSON and RUSOM employees.
- 27.2 Where an employee has been directed to temporarily perform duties at a higher classification level, the following provisions apply:

- (a) An employee directed to perform all or part of the duties of a higher classification will be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if promoted to the higher classification, or an alternative amount determined and authorised as a percentage of the duties performed where partial performance is directed.
- (b) An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.
- (c) An employee who is directed to perform continuous higher duties for at least 1 shift will be regarded as being on higher duties for that whole shift; performance of higher duties for less than 1 shift will be disregarded for all purposes.
- (d) An employee who performs the duties of a higher classification which has a maximum annual salary in excess of the maximum annual salary payable to Nurse 3, for a period of less than 1 week will not be paid an allowance, and that period will not count as service at the higher classification level unless the Commissioner determines otherwise.
- (e) An employee who performs the duties of a higher classification will be subject to the conditions of service of the higher classification.
- (f) An employee who performs the duties of a higher classification for 12 months continuously, or for 12 months in broken periods over a 24 month period, and has met the requirements of clause 23 (Increments) will be paid an increment in accordance with that clause.
- (g) An increment attained by higher duties will be retained for future higher duties at that classification level (or lower).
- (h) An employee who has been directed to perform the duties of a higher classification and is absent on paid leave or observes a public holiday, will continue to receive payment of higher duties allowance during the absence to the extent of the continued operation of the direction. If the period of paid leave is on less than full pay, the higher duties allowance is adjusted accordingly.

*Higher Duties Allowance - Level Nurse 2 Year 7 or Level Nurse 2 Year 8 with Exemplary Practice Status and Working Higher Duties as a Level Nurse 3 Year 1*

- 27.3 An employee on pay point N2.7 or N2.8 who is required to perform all the duties of an employee at pay point N3.1 and who is in receipt of the Exemplary Practice Allowance at clause 30 below remains eligible to receive that allowance whilst undertaking higher duties.
- 27.4 In circumstances where the minimum salary of the higher-level position is lower than or equal to the employee's current salary, inclusive of the Exemplary Practice Allowance:
  - (a) the higher duties allowance will be calculated by reference to the pay point that first constitutes an increase in salary for the employee; or

- (b) an alternative amount determined and as a percentage of the duties performed, where partial performance is directed.

## **28. Shift Responsibility Allowance**

- 28.1 Where a senior nurse/midwife (Nurse 3 to Nurse 6) is not rostered to be in charge of a hospital ward, a higher duties allowance will be paid for the whole shift to a Nurse 2 who undertakes shift management responsibility for that ward for a period greater than 5 hours.
- 28.2 The higher duties allowance will be:
  - (a) paid to reflect the partial management responsibilities undertaken by the Nurse 2; and
  - (b) paid at the salary rate of a Nurse 3 (level 3.1) (provisions of clause 27.4 applies); and
  - (c) paid in conjunction with any appropriate shift penalties, which will be paid at the Nurse 3 salary rate.

## **29. Midwifery Composite Allowance**

- 29.1 A Midwife who performs duties in the Midwifery Group Practice (caseload midwifery model) will have an annualised salary loading of 31.7% applied to base salary. This annualised composite rate is in lieu of;
  - (a) overtime, shift work penalties, public holiday penalties; and restrictive duty allowances.
  - (b) This will be available pro rata to part-time employees.
- 29.2 The ordinary hours of duty for a full-time employee that is covered by this clause are 38 hours per week and a roster framework will be utilised to record hours of duty.
- 29.3 An additional 1-week's recreation leave per annum will be provided whereby 10 additional Sundays are worked in recognition of the unique working circumstances of the Midwives covered.
- 29.4 In addition, the annualised salary loading of 31.7% will be paid during periods of paid leave and will count as salary for superannuation purposes.
- 29.5 Where a part time employee has worked on at least 10 Sundays per annum, this entitlement will be on a pro-rata basis, based on the employee's agreed hours, and be recorded in hours and minutes.
- 29.6 The allowance may be reviewed at the request of either party to ensure compliance with this clause, or the percentage loading attributed to this clause.

## **30. Exemplary Practice Allowance**

- 30.1 Exemplary Practice (EP) is a status awarded by the department for sustained exemplary nursing or midwifery performance in the clinical setting.

- 30.2 Exemplary Practice is recognised through the payment of an allowance that rewards employees in non-promotional positions (Nurse 1 and Nurse 2) who engage in additional exemplary activities within the workplace.
- 30.3 Exemplary Practice status may be awarded to Nurse 4 (remote area) who engage in additional exemplary activities within the workplace.
- 30.4 After approval, and subject to maintaining exemplary practice, an employee's Exemplary Practice status will be recognised for a period of 3 years before the employee must be reassessed.
- 30.5 There is 1 level of Exemplary Practice for Nurse 1 (Enrolled Nurse) and 2 levels of Exemplary Practice for Nurse 2 and Nurse 4 (remote area) as set out in clause 30.11.
- 30.6 The Exemplary Practice Scheme will apply to employees, excluding casuals, employed as Nurse 1, Nurse 2, or Nurse 4 (remote area) by the department.
- 30.7 An employee must meet the requirements specified in the Exemplary Practice Handbook: Application Process Guidelines to be eligible to apply for assessment.
- 30.8 The Exemplary Practice Allowance will be paid to successful applicants for a period of 3 years, subject to their maintaining exemplary practice requirements.
- 30.9 An employee may make an application for Exemplary Practice status at any time and there is no limit to the number of times an employee may re-apply for assessment.
- 30.10 To ensure the continuation of the allowance, an employee must re-apply for Exemplary Practice assessment prior to the 3-year termination date.
- 30.11 The Exemplary Practice Allowance will be paid at the following rates:

<b>Classification</b>	<b>Category of Exemplary Practice Allowance</b>	<b>Rate per annum</b>
Nurse 1	EP 1	6% of the 4th salary point of the Nurse 1 classification
Nurse 2	EP 1	6% of the 4th salary point of the Nurse 2 classification
Nurse 2	EP 2	13% of the 4th salary point of the Nurse 2 classification
Nurse 4 (Remote Area Nurses)	EP1	6% of the 4th salary point of the Nurse 2 classification
Nurse 4 (Remote Area Nurses)	EP2	13% of the 4th salary point of the Nurse 2 classification

- 30.12 The Exemplary Practice Allowance rates applicable to this Agreement are contained in TABLE 4 Income Related Allowances of Schedule 3.
- 30.13 The allowance is paid on a fortnightly basis and will:

- (a) be paid to a part-time employee on a pro rata basis based on their agreed hours;



- (b) be paid during approved periods of paid leave;
- (c) be recognised for superannuation purposes;
- (d) not be included in calculation of overtime or penalty rates;
- (e) not be paid during periods of higher duties (with the exception of sub clause 27.4);
- (f) not be paid during leave without pay or leave not authorised.

30.14 The Exemplary Practice Allowance for Nurse 2/Nurse 4 EP 1 and EP 2 will not be paid concurrently.

### **31. Post Graduate Allowance**

31.1 This clause does not apply to RUSON and RUSOM employees.

31.2 An employee, excluding casuals, who obtains a recognised post graduate qualification and who is employed in a work unit relevant to that qualification will be paid a Post Graduate Qualification Allowance at the rates specified in this clause.

<b>Qualification</b>	<b>Allowance</b>
Nurse 1 (Enrolled Nurse), Course of study no less than 6 months or 120 hours.	4% of the 5 <sup>th</sup> pay point of the Nurse 1 classification
Nurse 2-8 (Registered Nurse / Registered Midwife), conversion degree or Graduate Certificate	4% of the maximum pay point of the Nurse 2 classification
Nurse 2-8 (Registered Nurse / Registered Midwife), Graduate Diploma	4.5% of the maximum pay-point of the Nurse 2 classification
Nurse 2-8 (Registered Nurse / Registered Midwife), Master's degree or Doctorate	5.5% of the maximum pay point of the Nurse 2 classification

31.3 The Post Graduate Allowance rates applicable to this Agreement are contained in TABLE 4 Income Related Allowances of Schedule 3.

31.4 The allowance will be paid fortnightly and will:

- (a) be paid to a part-time employee on a pro rata basis based upon their agreed hours;
- (b) be paid during approved periods of paid leave;
- (c) be recognised for superannuation purposes;
- (d) not be included in calculation of overtime or penalty rates;
- (e) be paid only once to an employee irrespective of how many post graduate qualifications the employee holds;

- (f) not be paid during periods where the employee performs higher duties outside of the relevant work area; and
- (g) not be paid during leave without pay or during periods of leave which have not been authorised.

## **32. Professional Development Allowance**

32.1 This clause does not apply to RUSON and RUSOM employees.

32.2 An employee, excluding casuals, who has been employed within the department for the required qualifying period will be paid a Professional Development Allowance annually.

32.3 An employee in receipt of the upfront fixed payment immediately before commencement of this Agreement will be entitled to:

- (a) receive Professional Development Allowance on an upfront basis in accordance with clause 32.5; or
- (b) elect to change to the reimbursement model prior to 30 August of each subsequent professional development year; and
- (c) on electing the reimbursement model the employee may not revert to the upfront fixed payment model.

32.4 In all other circumstances, a qualifying employee will be entitled to receive a Professional Development Allowance in accordance with the reimbursement model in clause 32.6.

32.5 Upfront fixed payment model

Payment of the allowance is subject to the following amounts and conditions:

- (a) the annual Professional Development Allowance entitlement year is 1 September to 30 August, and continuous service is determined as at 30 August each year.
  - (i) Employees in receipt of the upfront fixed payment immediately before commencement of this Agreement will receive \$1666 per annum.
- (b) Payment will be in the form of a lump sum made as soon as practicable after 30 August.
- (c) The allowance will not count as salary for any purpose.
- (d) The allowance will apply to part-time employees on a pro rata basis based upon their agreed hours.
- (e) Payment is subject to relevant income tax.
- (f) An employee will be required during the work partnership planning process to provide information to their manager on the use, or planned use of the allowance toward cost of professional development activities and costs and meeting their continuing professional development obligations as outlined in

the Nursing and Midwifery Board of Australia's continuing professional development registration standard.

## 32.6 Reimbursement model

- (a) Payment of the allowance is subject to the following qualifying periods, amounts and conditions:
- (i) The annual Professional Development Allowance entitlement year is 1 September to 30 August, and continuous service is determined as at 30 August each year.
- (ii) Payment rates:

		Rate effective from			
		01.09.2022	01.09.2023	01.09.2024	01.09.2025
Qualifying Service	1 – 2 years	\$713	\$735	\$756	\$779
	> 2 years	\$2136	\$2200	\$2265	\$2334

- (iii) An employee may make 2 claims per Professional Development Allowance entitlement year up to the employee's maximum annual Professional Development Allowance entitlement.
- (iv) Reimbursement will be in the form of a lump sum.
- (v) The allowance will not count as salary for any purpose.
- (vi) The allowance will apply to part-time employees on a pro rata basis based upon their agreed hours of employment.
- (vii) An advance payment of the allowance may be approved at the employee's request in circumstances where the employee is required to meet substantial costs in advance for an approved professional development activity, e.g. an interstate conference.
- (viii) As part of the performance planning and review process, an employee and their manager may agree to forward plan a professional development activity that may incorporate more than 1 years allowance, e.g. an overseas conference.
- (ix) The production of sufficient evidence by the employee substantiating professional development costs and activity/activities incurred, or to be incurred by the employee, and providing evidence that the employee attended the activity/activities.
- (b) The allowance is payable for the following professional development activities:
- (i) fees for professional courses, tuition, conferences or similar;

- (ii) fees for professional bodies where eligibility for membership is essential for professional registration and/or practice in the Public Sector;
- (iii) subscriptions to technical/business publications;
- (iv) the purchase of technical books; and
- (v) air travel to conferences (up to 50% of the allowance).

### **33. Meal Allowance**

33.1 An employee who is required to work overtime after the end of ordinary duty, to the completion of or beyond a meal period without a break for a meal, will be paid a meal allowance as determined by the Commissioner in addition to any overtime. (See TABLE 5 Expense Related Allowances of Schedule 3 for rates.)

33.2 A meal period means the following periods:

- (a) 7.00 am to 9.00 am
- (b) 12 noon to 2.00 pm
- (c) 6.00 pm to 7.00 pm
- (d) midnight to 1.00 am

33.3 Meal allowance is also payable to an employee who is required:

- (a) after the completion of their ordinary hours of duty for the day, without a break for a meal, to perform extra duties up to the completion of or beyond the next meal period occurring after the completion of that ordinary duty; or
- (b) after the completion of their ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break; or
- (c) to perform duty before the commencement of ordinary hours of duty, who breaks for a meal and is not entitled to payment for that break; or
- (d) to perform duty on a Saturday, Sunday, public holiday, or rostered day off, in addition to their ordinary weekly hours of duty, extending beyond a meal break and is not entitled to payment for that break.

33.4 The amount of meal allowance payable under clause 33.1 will be adjusted to equal the maximum amount required to obtain a 3 course meal where such a meal is obtainable by the employee at a canteen, cafeteria or dining room conducted, controlled or assisted by the employer.

33.5 A part-time employee will be eligible to be paid meal allowance at the same rate applying to a full-time employee.

### **34. Uniform Allowance**

An employee who is not provided with a uniform will be paid an allowance per annum as follows:

<b>Per annum</b>	<b>Effective from</b>
\$542	9 August 2022
\$558	9 August 2023
\$575	9 August 2024
\$592	9 August 2025

### **35. Ambulance Duty Allowance**

- 35.1 The following conditions will apply to an employee required to undertake duty on aerial or road ambulances.
- 35.2 Where an employee is travelling with a patient or assisting a medical officer with a patient, all ordinary time spent in travelling will be regarded as time on duty and paid at ordinary rates. For any time of duty spent in such travel in excess of the rostered hours of duty on any day or on a rostered day off, payment will be made at overtime rates in accordance with this Agreement.
- 35.3 Where an employee is travelling to a patient or having transported a patient is returning to headquarters, all ordinary time spent in travelling will be regarded as time on duty and paid at ordinary rates. For any time of travel in excess of the rostered hours of duty on any day payment will be made at the rate of single time on days, other than Sundays and public holidays, and at time and 1 half rates on Sundays and public holidays, up to a maximum of 5 hours.
- 35.4 Where such travel is undertaken on a rostered day off, payment will be made at the rate of single time on days other than Sundays and public holidays and at time and 1 half rates on Sundays and public holidays, for the time of travel corresponding to normal hours of ordinary duty subject to a maximum of 8 hours on any day and for the time of travel outside normal ordinary hours of duty subject to a maximum of 5 hours on any day.
- 35.5 For the purpose of this clause **day** means midnight to midnight.

### **36. Accident Allowance**

- 36.1 An employee will be paid an allowance equivalent to their ordinary hours salary during a period of absence necessitated by physical injury sustained:
- (a) because of an act or omission of an employee (other than the employee injured) or a person not employed but performing on behalf of the Northern Territory Government duties similar to those of the employee injured; or
  - (b) as a result of a defect in material or appliances; or
  - (c) in protecting government property from loss or damage while on duty; or
  - (d) while travelling between their place of residence and their place of work; or

- (e) while travelling directly between their place of residence or their place of work and an educational institution at which their attendance is required or expected by the Commissioner; or
  - (f) in circumstances in which the actions of the employee are regarded by the Commissioner as so meritorious in the public interest as to warrant special consideration.
- 36.2 Accident allowance will be paid for an absence necessitated by physical injury of up to 4 months or a longer period determined by the Commissioner.
- 36.3 The amount of accident allowance payable will be increased by an amount reasonably incurred in transport, medical and hospital expenses as a result of the injury.
- 36.4 An employee will be paid an allowance equivalent to half their ordinary hours salary during a period of absence of up to 3 months necessitated by physical injury sustained in circumstances other than those in clause 36.1 and not attributable to wilful misconduct, or a longer period determined by the Commissioner.
- 36.5 An employee paid an allowance in accordance with clause 36.4 may utilise available personal leave credits on full or half pay to supplement the allowance to the level of their ordinary hours salary.
- 36.6 The amount of accident allowance payable in accordance with clause 36.4 will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.
- 36.7 Accident allowance is not payable where an employee receives benefits in respect of the injury at the same time under the *Return to Work Act 1986*, as amended, but nothing in this clause will reduce the rights of an employee under that Act.
- 36.8 Where an amount of accident allowance or salary in respect of personal leave paid to an employee is reimbursed to the employer by the party responsible for the injury or their representative, no deduction of accident allowance or personal leave credits will be made from the employee injured.

### **37. 'Cashing up' of Airfares on a Common Date**

- 37.1 Leave airfare allowance will be paid to an eligible employee, according to By-law 33 or By-law 47, on the first pay day on or after 1 May of each year. Under these arrangements an employee's accrual date remains the same, subject to deferral resulting from any leave without pay taken by the employee.
- 37.2 An employee may request in writing to receive payment of an accrued leave airfare allowance prior to the common payment date.
- 37.3 An employee may request in writing that payment of the leave airfare allowance be deferred for the purposes of utilising kilometre allowance and travelling time. Such request must be given 2 months prior to the common payment date.
- 37.4 Once payment has been made, there is no provision for an employee to repay monies in order to utilise kilometre allowance or travelling time.

### **38. Preserved Entitlement - Northern Territory Allowance**

Subject to satisfying the annual review requirements, an employee in receipt of the Northern Territory Allowance on the day prior to 1 March 2019 will be eligible to continue to receive the allowance as per By-law 26 and By-law 49. In circumstances where the allowance is paid because the employee has established responsibility for dependants in accordance with the relevant By-law, the allowance will continue to be paid until such time as the employee no longer has those dependants.

## **PART 5 – HOURS OF WORK, OVERTIME, SHIFTWORK AND RELATED MATTERS**

### **39. Hours of Work**

#### *Ordinary Hours of Duty*

- 39.1 The ordinary hours of duty for a full-time employee will be an average 76 hours per fortnight.
- 39.2 The ordinary hours of duty for a full-time employee, except for a Registered Nurse working in a school, will be an average of 38 per week and will not exceed 152 hours in 28 consecutive days.
- 39.3 The ordinary hours of duty will, wherever reasonably practicable, be worked so that:
- (a) in any week not more than 5 shifts are exceeded; or
  - (b) in any fortnight not more than 10 shifts are exceeded; or
  - (c) in any combination of 8- or 10-hour shifts that do not exceed the limit of hours expressed in subclause 39.2 above;
  - (d) in a 4-week period (28 days) 152 hours is worked over 19 (or less) shifts and a programmed day off (PDO) is granted in accordance with clause 39.7;
  - (e) Employees are provided with 2 consecutive rest days each calendar week free of rostered ordinary hours; or
  - (f) Employees are provided with 3 consecutive rest days in 1 week and 1 rest day in the other week free of rostered ordinary hours in any fortnight consisting of 2 calendar weeks; or
  - (g) in shifts of up to 12 hours in accordance with a 12-hour shift agreement established in accordance with the Best Practice Rostering Principles, in consultation with the ANMF NT as provided in clause 54.1 (Variations to working arrangements for groups of Employees) and clause 14 (Management of change).
- 39.4 A roster showing the ordinary hours of duty of all employees, except employees performing relief duties, will be posted in a place accessible to employees at least 14 days before it comes into operation but amendments may subsequently be made to the roster on account of the sickness or absence of another employee, either by mutual agreement or if departmental exigencies render any alteration necessary.

- 39.5 That the best practice rostering policy and procedures be referred to in conjunction with this provision and that the ANMF be consulted with on any changes to both of these documents.
- 39.6 A Registered Nurse/Midwife, designated as a Remote Area Nurse/Midwife and working in a remote community health clinic, will be entitled to accumulate up to 5 programmed days off resulting from working 40 hours per week over a 28-day roster cycle as provided for in sub clause 39.7(h).

*Programmed days off ("PDO")*

- 39.7 A full-time employee working ordinary hours in accordance with clause 39.1 or 39.2 above will be entitled to a programmed day off with no loss of pay subject to the following conditions:
- (a) Employees work an average of 40 hours per week, but are paid for 38 hours per week; work 8-hour shifts for 19 days, with the 20th day being taken as a programmed day off of 8 hours duration over a 28 day roster;
  - (b) where a different method of working a 38-hour week i.e. greater than 8 hour shifts may be required, other than as provided in clause 39.7(a) may with agreement between the department, the employees and the union may work a variation of the 38-hour week cycle for that particular unit, provided that the required hours for a programmed day off are worked within the cycle;
  - (c) employees working a rotating roster, which includes shift work should not accumulate more than 1 programmed day off, with the exception for remote nurses and midwives as provided in clause 39.7(h) below;
  - (d) programmed days off must be rostered in conjunction with days off unless employees make an alternative request;
  - (e) programmed days off must not be rostered on weekends or public holidays;
  - (f) programmed days off must not be rostered when employees are on call;
  - (g) programmed days off apply to full-time employees only, which means that they are not available for part-time or casual employees;
  - (h) employees working in remote community health centres will be entitled to accumulate up to 5 programmed days off.
  - (i) If an employee is unable to take programmed days off in which they have accumulated in exceptional circumstances and at the approval of the delegate they are entitled to bank the programmed days off.

*Registered Nurse Working in a School*

- 39.8 For a Registered Nurse working in a school:
- (a) The ordinary hours of work will be 38 per week, or an average of 38 hours per weeks averaged over a period of 46 weeks.



- (b) The Registered Nurse will be employed in annual terms and on duty during school operating periods.
- (c) During school closures these nurses, including school-based nurses will take annual recreation leave, acquit their accrued hours gained from the 38 hours week provisions and be available for duty including in-service courses as required by the department.

#### **40. Part-Time Employment – Agreed Hours**

- 40.1 No employee who is currently employed on a full-time basis will be required to convert to part-time employment or transfer without their consent to enable part-time employment.
- 40.2 At the time of engagement, or of conversion from full-time employment, the CEO and the employee will agree in writing a regular pattern of part-time work (agreed hours), specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- 40.3 Changes to a part-time employee's agreed hours originally established under clause 40.2 may be made by mutual agreement between the CEO and the employee and recorded in writing.
- 40.4 Subject to clause 46.4 (general Overtime principles), a part-time employee will be liable to be called for duty at any time that the employee is required. Part-time employees will not work more than 64 hours per fortnight unless operational needs apply.

#### **41. Span of Hours**

- 41.1 The span of hours will be 6.00 am to 6.00 pm.
- 41.2 The span of hours during which a part-time employee may work their agreed hours will be the same span applicable to full-time employees.

#### **42. Minimum Break Between Shifts**

As far as practicable employees will have 9 and 1 half consecutive hours off duty between the cessation of 1 shift and the commencement of another.

#### **43. Tea Break**

- 43.1 The parties agree to continue with the existing flexible tea break arrangements subject to the operational needs of the work unit.
- 43.2 Employees are to be able to access 2 paid 15-minute tea breaks per shift which are to be taken at a time agreed to between the employer and employee.
- 43.3 All efforts will be made by the Employer to ensure that tea breaks are taken in an effort to mitigate fatigue in the workplace.

#### **44. Meal Break**

- 44.1 The parties agree to continue with the existing flexible meal breaks arrangements subject to the operational needs of the work unit.

- 44.2 An employee will not work for more than 5 hours continuously without a meal break of at least 30 minutes (unpaid) unless authorised to do so by the relevant delegate (i.e., manager).
- 44.3 Employees working a minimum 12-hour shift will be allowed 2 (two) 30 minute meal breaks during each shift:
- (a) The first 30-minute meal break will be counted as time worked (paid meal break) within the rostered shift span of 12 hours 30 minutes; and
  - (b) The second 30-minute meal break will not be counted as time worked (unpaid meal break).

## **45. Necessary Clothing Change**

- 45.1 Where an employee performs a role that requires changing into specific clothes that are necessary to perform work - such as theatre - the Employer will ensure there are local arrangements providing that this occurs during the shift.

## **46. Overtime**

### *Reasonable Additional Hours / Overtime General Principles*

- 46.1 It is recognised that the need for employees to work reasonable additional hours, including overtime, is an inherent operational requirement for the delivery of an efficient and effective health service in the Northern Territory.
- 46.2 At the same time, employees should be able to achieve a balance between their working and personal lives. Although employees may be required to work reasonable overtime, to minimise unreasonable levels of overtime, the department will strive to achieve balance between the operational requirements of the health service and employee's availability and capacity to perform the extra duty.
- 46.3 Subject to clause 46.4, an employee will be liable to be called for duty at any time that the employee is required.
- 46.4 An employee may refuse to work additional hours or overtime in circumstances where the working of such additional hours or overtime would result in the employee working hours which are unreasonable. In determining whether additional hours or overtime are reasonable or unreasonable, the following must be taken into account:
- (a) any risk to employee health and safety from working the additional hours;
  - (b) the employee's personal circumstances, including family responsibilities;
  - (c) any notice given by the CEO or delegate of any request or requirement to work the additional hours;
  - (d) any notice given by the employee of their intention to refuse to work the additional hours;
  - (e) the needs of the department or work unit;

- (f) whether the employee is entitled to receive overtime payments, time off in lieu; or
- (g) other compensation for, or a level of remuneration that reflects an expectation of working additional hours;
- (h) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (i) the nature of the employee's role, and the level of responsibility;
- (j) whether the additional hours are in accordance with an averaging arrangement agreed to by the CEO and the employee;
- (k) any other relevant fact.

46.5 Managers and supervisors will take reasonable action to ensure employees are provided with as much notice as possible where scheduled overtime needs to be deferred or cancelled, taking into account the circumstances prevailing in the workplace.

46.6 The department undertakes to provide assistance to managers and supervisors in adhering to appropriate overtime rostering and scheduling practices.

*Monitoring and Consultation*

46.7 The department will

- (a) monitor and report on general nursing/midwifery overtime levels to employees and their representatives through the Australian Nursing and Midwifery Federation/ Department of Health Consultative Committee; and
- (b) specifically monitor Nurse 6 hours of work and if they are found to be working excessive and unreasonable levels of additional work the department will:
  - (i) explore options for addressing the excessive hours; and
  - (ii) these options could include:
    - A. a reallocation of duties in the case of excessive hours being worked by an individual Nurse 6; or
    - B. a request to the Commissioner to compensate the employee or employees for the additional hours worked; or
    - C. some other appropriate intervention.
- (c) Clinical nurses at or above the N6 classification who believe they have worked excessive overtime have the option to put forward a business case to the CEO of Health as to why they believe their hours of work are excessive and why they should therefore be paid for these hours.

### *General Conditions*

- 46.8 Unless authorised by the Commissioner or in accordance with clause 52 (Facilitative Provisions), an employee in a classification level at or above Nurse 6 level is not eligible to receive overtime payment.
- 46.9 Overtime is worked by prior direction or, if circumstances do not permit prior direction, is subsequently approved in writing.
- 46.10 For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.
- 46.11 Duty for a full-time employee (non-shiftworker) will be considered overtime where it is performed on:
- (a) Monday to Friday outside the span of hours in clause 41;
  - (b) Monday to Friday during the span of ordinary hours but beyond the length of time the employee is normally required to work on the day concerned; or
  - (c) a Saturday, Sunday, or public holiday.
- 46.12 Duty for a full-time shiftworker will be considered overtime where:
- (a) it is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
  - (b) it is performed in excess of 152 hours in any 28 consecutive day cycle of shifts.
- 46.13 For a part-time employee overtime will only be paid for work performed:
- (a) outside the normal span of hours as specified in clause 41, except where the employee is a shiftworker; or
  - (b) beyond the length of time the employee is normally required to work on the day concerned as per the employee's agreed hours of work in clause 40.2; or
  - (c) after working in excess of 76 hours per fortnight.
- 46.14 Duty will be considered overtime for a casual employee where the employee is directed to perform duty:
- (a) for casual shiftworkers:
    - (i) on any day beyond the normal rostered ordinary hours of duty for an equivalent full-time employee on that day; or
    - (ii) in excess of 152 hours in any 28 consecutive day cycle of shifts.
  - (b) for other casual employees:
    - (i) outside the span of ordinary hours for the equivalent full-time employee;

- (ii) on a Saturday (only where the span of ordinary hours is Monday to Friday inclusive), Sunday or Public Holiday; or
- (iii) in excess of the ordinary hours for the equivalent full-time employee in a fortnight.

46.15 For all employees, except casuals, overtime will be payable where work is performed as restrictive duty (clause 50) or emergency duty (clause 51) in accordance with the relevant provisions.

*Overtime Payment*

46.16 An employee's salary for the purpose of calculation of overtime will include higher duties and other allowances in the nature of salary. The casual loading set out in clause 21 is not paid for overtime.

46.17 Overtime is calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period.

46.18 The rate of payment for overtime will be:

- (a) Monday to Saturday at the rate of time and a half for the first 3 hours and double time thereafter;
- (b) Sunday at the rate of double time; and
- (c) Public Holidays at the rate of double time and a half.

46.19 The hourly rate for overtime payment will be ascertained by applying the following formulae:

Time and a half rate:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \frac{3}{2}$$

Double time rate:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \frac{2}{1}$$

Double time and a half rate:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \frac{5}{2}$$

46.20 In applying the relevant formula at clause 46.19, prescribed weekly hours before overtime is payable are 38.

#### *Time off in lieu of Overtime*

- 46.21 An employee who wishes to take time off in lieu of payment for overtime will make a written request to the CEO for that purpose.
- 46.22 Where time off in lieu is granted, it will be taken:
- (a) at the ordinary time rate, that is 1 hour for each hour worked; and
  - (b) at a time or times agreed between the CEO and the employee.
- 46.23 Time off in lieu must be utilised within 8 months from the original date of entitlement and if it is not taken within this period, the employee will, subject to clause 46.24, receive payment at the appropriate overtime rates calculated in accordance with the employee's salary at the time of actual payment.
- 46.24 Where an employee who is to receive payment under clause 46.23 is promoted beyond the salary barrier prescribed under clause 46.8 payment will be made at the salary rate of the employee immediately prior to the employee's actual promotion.
- 46.25 The maximum amount of time off in lieu which can be accrued is 40 hours.
- 46.26 Where an employee performs a full day's duty on Sunday in addition to the employee's prescribed hours of duty for the week, the employee will, wherever practicable, be granted a day off during the following week. Where this occurs, an employee who is eligible for the payment of overtime will be paid an additional 1 day's pay, in lieu of the provisions of clause 46.18(b).

#### *Rest Relief in Conjunction with Overtime*

- 46.27 Employees who work so much overtime between the termination of their ordinary duty on 1 day and the commencement of their ordinary duty on the next day so that they have not had at least 9 consecutive hours off duty between those times, will, subject to this clause, be released after completion of such overtime until they have had 9 consecutive hours off duty without loss of pay for ordinary working time occurring during such absences including reasonable travelling time to cover time taken in travelling from and to their places of employment.
- (a) Provided that if such employees are required by the department to resume or continue work without having had 9 consecutive hours off duty including reasonable travelling time, they will be paid at double rate until they are released from duty for that period and they will be entitled to be absent until they have had 9 consecutive hours off duty including reasonable travelling time, without loss of pay for ordinary time occurring during that absence.
- 46.28 In circumstances where ordinary work on 1 day is separated by at least 2 consecutive rostered days off (i.e., a weekend) until commencement of the employee's next scheduled ordinary workday, the rest break provisions in this clause will apply where:
- (a) an employee is required to perform overtime (e.g., recalled to workplace and/or takes phone calls) in the 16-hour period immediately before the employee is due to commence their next scheduled ordinary workday which

prevents the employee having at least 9 consecutive hours off duty in the same 16-hour period; and

- (b) the employee has worked so much overtime and at such times and frequency as to reasonably cause the employee to be fatigued under the circumstances.
- (c) The employee may be released from commencing ordinary duty until they have had at least 9 consecutive hours off duty since the end of the last period of overtime worked in the 16-hour period immediately before the employee is due to commence their next scheduled ordinary workday.

46.29 The provisions of clause 46.27 will not apply to overtime worked in the circumstances covered by clause 51 Emergency Duty, unless the actual time worked is at least 3 hours on each call

#### *Minimum Payment*

46.30 The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be 4 hours at the prescribed overtime rate.

46.31 Where more than 1 attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on 1 attendance to the ceasing time of duty on a following attendance.

46.32 Where an overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum payment provisions will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to 1 day. Where a higher overtime rate applies on 1 of the days, the minimum payment will be calculated at the higher rate.

46.33 An employee who performs overtime while in a restriction situation under clause 50 – Restrictive Duty, will be entitled to a minimum overtime payment as per clause 50.8(e) or clause 50.8(f) at the prescribed overtime rate.

46.34 The minimum payment provisions do not apply to clause 51 - Emergency Duty.

#### **47. Shiftwork Penalties**

47.1 The shiftwork provisions of this Agreement will not apply to Nurse 6 and above, other than in accordance with clause 52 – Facilitative Provisions.

47.2 The following shiftwork penalty arrangements will apply to an employee employed under this Agreement:

##### *Afternoon*

- (a) a penalty rate of 17% will be paid for ordinary time duty shifts between midnight Sunday and midnight Friday on a shift commencing at or after 12 noon and ceasing after 6.00 pm.

#### *Night*

- (b) a penalty rate of 25% will be paid to an employee whose ordinary time duty shift commences between the hours of 6.00 pm on 1 day and 1.00 am of the following day.

#### *Saturday*

- (c) a penalty rate of 50% will be paid for ordinary time duty shifts worked between midnight Friday and midnight Saturday.

#### *Sunday*

- (d) a penalty rate of 100% will be paid for ordinary time duty shifts worked between midnight Saturday and midnight Sunday.

*Note: Refer clause 49 for public holiday duty payments.*

- 47.3 The prescribed penalty will be paid to all employees, part-time employees, and casual employees.

#### *Recreation Leave and Shiftwork Penalties*

- 47.4 A shiftworker on approved paid recreation leave will receive shiftwork penalties as if they were rostered on to perform duty during the period of recreation leave. Such payments will be referred to as 'penalties in lieu of shiftwork' payments (PILS).

- 47.5 The payment of PILS is subject to the following:

- (a) the employee is approved to take at least 1 day's recreation leave;
- (b) recreation leave has been deducted for the shift that the employee would have worked on that day;
- (c) PILS will be calculated based on an average of the employee's previous 6 months of shiftwork payments under clause 47.

- 47.6 A shiftworker on recreation leave at half pay will be paid PILS. Such penalties will be calculated based on the period of leave which counts for service in accordance with clause 62.10(b) and will be paid at 50% for the entire period in accordance with clause 62.10(b).

- 47.7 Where an employee has been approved to cash-out their recreation leave in accordance with clause 62.7, payment will be calculated based on the employee's previous 6 months of shiftwork payments under clause 47.

#### **48. Excess Travel Time**

- 48.1 Payment for Excess Travel Time would only be available for employees at or below the N2.3 pay point.

- 48.2 An employee who is travelling or on duty away from the employee's usual place of work will be depending on eligibility, granted time off in lieu for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:



- (a) the employee's usual hours of duty for the day; and
  - (b) the time necessarily spent travelling to and from home and the usual place of work.
- 48.3 Where an employee's usual place of work is variable within a specified district, the employer will determine a place within the district as the usual place of work. In this case a minimum of 20 minutes travelling time each way will apply.
- 48.4 Travelling time includes:
  - (a) the time an employee has to wait for a change of scheduled conveyance between the advertised and actual time of departure;
  - (b) in the case of an employee not absent from the employee's permanent or temporary place of work overnight, the time the employee spends outside the usual hours of duty for the day in waiting between the time of arrival at the place of work and the time of commencement of work,
  - (c) and between the time of ceasing work and the time of departure of the first available conveyance;
  - (d) time spent in travelling on transfer where transfer expenses are allowed, unless the transfer involves promotion; and
  - (e) in the case of an employee required to perform emergency duty, the time that emergency duty is performed and the time necessarily spent travelling to and from emergency duty.
- 48.5 Travelling time does not include:
  - (a) time of travelling during which an employee is required to perform duty other than care of kit;
  - (b) time of travelling by ship on which accommodation and meals are provided; or
  - (c) time of travelling by train between 10.30 pm and 7.00 am where a sleeping berth is provided, or any time of travelling by train (day or night) between capital cities where a sleeping berth is provided.
- 48.6 An employee in a camping party is not entitled to payment of excess travelling time and is required to travel from camp to the place of work within the prescribed hours of work, returning from the place of work to the camp in their own time after ceasing duty, or vice versa as agreed with the employee.
- 48.7 An employee may be required to work at any place within a specified district and to proceed to that place of work instead of the employee's usual place of work. Any excess travelling time spent by the employee in proceeding direct to and returning from such a place of work will be dealt with as excess travelling time.
- 48.8 Employees will be eligible for time off in lieu of payment of excess travelling time on the condition that time off in lieu is to be taken on a time for time basis (i.e. not a period equivalent to penalty rates under clause 47) within 3 months, or as agreed with the

Chief Executive Officer; and any time off in lieu accrued under this clause cannot be taken as payment.

- 48.9 The provisions of clause 48.8 would only be available to employees at or below the N2.3 incremental point.

#### **49. Public Holiday Duty**

- 49.1 An employee who is required, whether rostered or not, to perform duty on a holiday not in excess of the prescribed weekly hours will be paid at the rate of 150% in addition to the ordinary rate of pay for the actual time worked on the public holiday.
- 49.2 The minimum extra payment payable under clause 49.1 for each separate attendance will be 4 hours in the case of employees who are not in any restriction situations specified in clause 50 (Restrictive Duty).
- 49.3 The minimum extra payment payable under clause 49.2 for each separate attendance will be 3 hours in the case of employees who are in any restriction situation specified in clause 50 (Restrictive Duty) other than passive duty or duty employee.
- 49.4 Where more than 1 attendance is involved, the minimum payment provision, subject to a minimum payment of 3 hours, will not operate to increase an employee's extra remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on 1 attendance to the ceasing time of duty on subsequent attendance.
- 49.5 For the purposes of clauses 49.2 to 49.4:
- (a) duty broken by a meal period will not constitute more than 1 attendance; and
  - (b) the minimum extra payment will not apply to public holiday ordinary duty which, disregarding meal periods, is continuous with ordinary duty occurring on the day preceding or succeeding the public holiday.
- 49.6 Overtime worked on a public holiday will be in accordance with clause 46.18(c).
- 49.7 Unless authorised by the Commissioner, an employee in a classification of Nurse 6 or above is not eligible to receive payment for duty other than rostered duty or for overtime worked on a public holiday.
- 49.8 Where, in a cycle of shifts on a regular roster, an employee is required to perform rostered duty on each of the days of the week, the employee will, in respect of a public holiday which falls on a day which the employee is rostered off duty, be granted 1 day's leave in lieu of that public holiday within 1 month after the public holiday.
- (a) Where it is not practicable to grant a day's leave the employee will be paid instead 1 day's pay at the ordinary rate.

## **50. Restrictive Duty**

50.1 This clause does not apply to RUSON and RUSOM employees.

50.2 An employee may be directed to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty, subject to payment under this clause.

### *General Principles*

50.3 It is recognised that the need for employees to work restrictive duty is an inherent operational requirement for the delivery of an efficient and effective out-of-hours health service to Northern Territorians. At the same time, employees should be able to achieve a balance between their working and personal life.

50.4 Although an employee may be required to work restrictive duty, to minimise unreasonable levels the department will strive to achieve balance between the operational requirements of the health service and an employee's availability and capacity to perform the restrictive duty. The following principles apply to managers and employees when determining restrictive duty arrangements:

- (a) Wherever possible managers should plan the restrictive duty roster to ensure restrictive duty is equitably distributed across all employees.
- (b) The personal circumstances of an employee will be taken into account when determining their participation on the restrictive duty roster.
- (c) The employee's roster and any overtime worked is to be considered when determining their participation on the restrictive duty roster.
- (d) The frequency of employee participation and call-backs is to be recorded to assist in planning the restrictive duty roster.
- (e) Consideration is to be given to the intensity of the work to be carried out when determining an acceptable frequency of restrictive duty.
- (f) As a guide, the department will strive to ensure employees are not rostered on-call for more than 5 consecutive days.
- (g) Managers should consult with employees as to any onerous restrictive duties that are required in order to provide relief in such situations.

50.5 An employee concerned with the amount and frequency of their participation in the restrictive duty roster should raise the matter with their manager in the first instance. If unable to be resolved at this level the employee(s) or nominated representative may seek the assistance of the department human resource/industrial relations section in resolving the matter.

### *General Conditions*

50.6 Payment will be made subject to the following conditions:

- (a) Unless otherwise approved by the Commissioner or in accordance with clause 52 (Facilitative Provisions), an employee in a classification at or above Nurse 6 level is not eligible to receive restrictive duty payment.
- (b) The restrictive duty situation is imposed by prior written direction or is subsequently approved in writing.
- (c) The provisions of clause 51 (Emergency Duty) will not apply where an employee is recalled to duty while on restrictive duty.
- (d) An employee who does not maintain a required degree of readiness while on restrictive duty will not be eligible to receive payment.

50.7 It is acknowledged that under normal circumstances the provisions of this clause will apply to restrictive duties, but that agreed variations to these arrangements can be made on a case-by-case basis. Agreed variations may be implemented during the term of the Agreement through a Commissioner's Determination or another appropriate instrument.

#### 50.8 Types of Restriction / Payment Rates

- (a) An employee who is required to remain contactable and available to perform extra duty outside the employee's ordinary hours of duty will be paid an allowance in addition to salary at a rate for that type of restrictive duty as follows:
  - (i) On-call Allowance
    - A. An employee who is instructed prior to ceasing ordinary duty to be on restrictive duty will be paid at the rate specified in TABLE 4 - Income Related Allowances of Schedule 3 and have been increased by \$1 under this Agreement.
    - B. The on-call allowance will apply on weekdays, weekends, and public holidays and on those occasions in which employees are required to be available for on-call.
    - C. The night rate payment covers on-call between shifts, which may either be a day or night.
    - D. The day/night rate payment is for a 24-hour period covering day and night.
    - E. Katherine and Gove District Hospital operating theatre employees will be paid the on-call allowance rates in TABLE 4 - Income Related Allowances of Schedule 3 for every hour in which they are required to be available for immediate return to work.
    - F. The on-call rates will be adjusted from 1 January each year by the Darwin Consumer Price Index based on the September quarter for the previous year.

- (ii) Stand By

An employee who is instructed prior to ceasing ordinary duty to be on restrictive duty and to remain at the employee's home and available for immediate recall to duty: 50% of the employee's ordinary rate of salary for the proportion of the period of restriction calculated in accordance with clause 50.8(b).

(iii) Home Duty

An employee who is required to stand by at home to perform intermittent duties at home normally involving receiving and/or making telephone calls, and who may be required to perform restrictive duty: 75% of the employee's ordinary rate of salary, or not less than 50% or more than 100% of ordinary salary as approved by the Commissioner, for the proportion of the period of standing by calculated in accordance with clause 50.8(b), provided that the rate on Sundays is single ordinary rate of salary and the rate on public holidays is 125% of ordinary rate of salary.

(iv) Passive Duty

An employee who is instructed to remain at work outside the employee's ordinary hours of duty until released or required to perform duty and is not provided with accommodation and amenities for sleeping or other personal activities during overnight attendance: single ordinary rate of salary for the period. The rate on Sundays is 133% of the employee's ordinary rate of salary and the rate on public holidays is 166% of ordinary rate of salary for the period.

(v) Duty Employee

An employee who is required to remain at work overnight and/or over a non-working day and may be required to perform certain tasks periodically or on an ad hoc basis, and who is provided with accommodation and amenities for sleeping or other personal activities during overnight attendance: where overtime is paid – at the rate provided for in clause 50.8(a)(iv)– Passive Duty, for the proportion of the period calculated in accordance with clause 50.8(b); and where overtime is not paid – 125% of the employee's ordinary rate of salary, or a proportion of not less than 100% or more than 150% of ordinary salary as approved by the Commissioner, for the proportion of the period of standing by calculated in accordance with clause 50.8(b). The rate on Sundays is 166% of the employee's single ordinary rate of salary and the rate on public holidays is 200% of ordinary rate of salary for the period.

- (b) Payment for the rates in clauses 50.8(a)(ii)(Stand by), 50.8(a)(iii)(Home Duty) and 50.8(a)(v)(Duty Employee) will only be made for:

- (i) 75% of that part of the period of restrictive duty that occurs on any day within the first 14 hours after the employee's normal commencing time of ordinary duty, or after the time at which the employee last commenced ordinary duty whichever is the later; and
- (ii) 25% of any period of restrictive duty occurring in any 24-hour period outside the 14 hours referred to in clause 50.8(b)(i).
- (c) The restrictive duty allowance is payable for each hour or part hour the employee is restricted outside the employee's ordinary hours of duty.
- (d) Any part of a period of restrictive duty for which the employee receives another payment will not be included for calculating restrictive duty allowance.
- (e) An employee who is on restrictive duty and who is required to perform duty, but is not required to be recalled to a place of work, will be paid overtime, subject to a 1-hour minimum payment.
- (f) An employee who is on restrictive duty and who is recalled to duty at a place of work will be paid in accordance with the relevant overtime provisions, subject to a 3-hour minimum payment.
- (g) Notwithstanding these payment rate provisions, an employee who is placed on restrictive duty outside of the employee's ordinary hours of duty may be paid at an alternative rate approved by the Commissioner, having regard to the circumstances of the restriction situation.

#### 50.9 Salary rate

- (a) An employee's salary for the purposes of calculation of the restrictive duty allowance will include higher duties allowance and any other allowances in the nature of salary.
- (b) Where the Commissioner has approved payment under clause 50.6(a) or the CEO has approved payment under clause 52 (Facilitative Provisions) to an employee in a classification of Nurse 6 or above, the annual salary component of the formula at clause 50.9(c) below will be the maximum annual salary payable to an Administrative Officer 6 as set out in the Northern Territory Public Sector 2018 – 2022 Enterprise Agreement [AE501953], or its successor agreement.
- (c) The hourly rate of payment will be calculated as follows:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \% \text{ of salary prescribed in clause 50.8 (payment rates)}$$

## 51. Emergency Duty

- 51.1 Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given

to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time.

*Note: For the purposes of this clause, an emergency will depend on the circumstances and may be different for each work unit. However, the event should be sudden, urgent, or unexpected and require immediate action and not able to wait until the employee was rostered to re-commence duty.*

- 51.2 The time for which payment is made will include time necessarily spent in travelling to and from duty.
- 51.3 The minimum payment for emergency duty is 2 hours at double time.
- 51.4 An employee who is called on emergency duty may, where it is essential for health and safety, be relieved from the employee's next scheduled rostered ordinary duty without deduction from wages, for a period not exceeding the number of hours of the emergency duty worked. The period of relief from duty will not extend into a second period of rostered ordinary duty.
- 51.5 The provisions of this clause do not apply:
- (a) where an employee who is rostered off duty performs additional hours in place of an employee who is unable to attend for duty as a result of illness, unplanned absence, or any other unforeseen circumstance. An employee who performs additional hours in these circumstances is entitled to overtime in accordance with clause 46; or
  - (b) to an employee whose commencement time of rostered ordinary duty is altered to meet an emergency.

## **52. Facilitative Provisions – Nurse 6 (Registered Nurse/Midwife; Nurse Practitioner)**

- 52.1 Notwithstanding any other provision of this Agreement, in exceptional circumstances the CEO may approve the application of the following provisions to employees employed at the Nurse 6 level:

Clause	Provision
46	Overtime
47	Shiftwork Penalties
50	Restrictive Duty

- 52.2 For the purposes of this clause, **exceptional circumstances** may include:
- (a) where a Nurse 6 is required to perform additional hours to provide clinical operational support for clinical and safe outcomes (i.e., not the employee's usual management/administrative duties or taking ad hoc phone calls out of hours);
  - (b) where a Nurse 6 is required to perform their ordinary hours on a rotating roster that includes day, afternoon and night shifts on a fixed period or an ongoing basis; or

- (c) any other circumstance that the CEO determines is exceptional and requires application of the provisions.

## **PART 6 – FLEXIBLE WORK ARRANGEMENTS**

### **53. Individual Flexible Working Arrangements**

53.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement (including Schedules) if the arrangement:

- (a) deals with 1 or more of the following matters to this Agreement:
  - (i) hours of work, including rostered days off and restrictive duty;
  - (ii) payment for overtime taken as pay or time off in lieu of payment;
  - (iii) commuted salaries or allowances;
- (b) meets the operational needs of the department;
- (c) is genuinely agreed to by the CEO and employee;
- (d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;
- (e) must not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
- (f) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

53.2 Arrangements are to be in writing and:

- (a) be signed by the CEO and employee and if the employee is under 18 years of age, signed by parent or guardian of the employee;
- (b) include details of:
  - (i) the terms of the Agreement that will be varied by the arrangement;
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (c) state the period of operation of the arrangement.

53.3 Subject to clause 53.5, the CEO (or their delegate) must give the employee a written response to the request within 21 days stating whether the CEO (or their delegate) grants or refuses the request.

53.4 Where the CEO's delegate proposes to refuse an employee's request to work from home, the employee's request will be referred to the CEO for assessment. Only the CEO is permitted to refuse employees' requests to work from home.



- 53.5 To take effect, the individual flexibility arrangement must be approved by the Commissioner and implemented via a Determination or other appropriate instrument and the CEO must give the employee a copy of the Determination or other appropriate instrument within 14 days of the Commissioner's approval.
- 53.6 The Commissioner will not approve an individual flexibility arrangement unless the Commissioner is satisfied that the requirements of this clause have been met.
- 53.7 The CEO or employee may terminate the individual flexibility arrangement:
- (a) by giving written notice of not more than 28 days (or in accordance with FW Act requirements) to the other party of the arrangement; or
  - (b) if the CEO and employee agree in writing – at any time.
- 53.8 Where an individual flexibility arrangement has been terminated under clause 53.7 the CEO will inform the Commissioner in writing within 7 days of the termination date. An employee may choose to be represented by their nominated representative in relation to the development and implementation of individual flexible arrangements under this clause.

**54. Variation to Working Arrangements for Groups of Employees**

- 54.1 A group of employees and the department may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:
- (a) hours of work, including rostered days off, or restricted duties;
  - (b) commuted salaries or allowances;
  - (c) meal breaks; and
  - (d) leave.
- 54.2 Agreements to vary working arrangements will:
- (a) result in more efficient operations;
  - (b) be genuinely agreed to by the majority of employees involved;
  - (c) result in employees being better off overall than the employees would have been if no variation had been made;
  - (d) be recorded in writing and approved by the CEO;
  - (e) if required by the parties, include a mechanism to terminate and/or review the agreement; and
  - (f) require approval of the Commissioner and implementation via a Determination or other appropriate instrument.
- 54.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.

54.4 The union will be consulted on proposed arrangements prior to the approval of the Commissioner.

## **55. Workplace Support for Breastfeeding Employees**

55.1 NT Health will allow flexible working arrangements to accommodate the necessary lactation breaks on a case by case agreement with the unit manager. Support may include the ability to vary break times to accommodate reasonable lactation breaks.

55.2 Department employees are entitled to 1 hour of paid lactation break for every 8 hours worked.

55.3 The lactation breaks are paid on a pro rata basis based upon 1/8th of a workday, so will differ depending on an individual's work hours.

55.4 Whether the lactation break is taken at once or split into separate breaks during the day should be negotiated between the employee and employer, considering the needs of the mother, workplace, and other employees.

55.5 Employees are entitled to paid lactation breaks regardless of the age of the baby/child.

## **PART 7 – REMOTE LOCALITY EMPLOYMENT CONDITIONS**

### **56. Electricity Subsidy For Employees in Remote Localities**

56.1 This clause does not apply to RUSON and RUSOM employees.

56.2 An electricity subsidy will apply to employees stationed in remote localities as defined in Determination 8 of 2015 (as amended), by way of the following:

- (a) An employee residing in a dwelling fitted with a dedicated electricity metering device, and who is required to meet the cost of any charges associated with the provision of electricity to that dwelling, is entitled to an electricity subsidy in accordance with the rates specified below, subject to the relevant category of remoteness and the employee's eligibility for the dependant/after-hours rate;
- (b) The electricity subsidy for the dependant/after-hours rate is payable only where the employee:
  - (i) has recognised dependants, being an employee's spouse or de facto partner, or children under the age of 18, who:
    - A. reside with the employee;
    - B. are not eligible for assistance with electricity costs from any other source; and
    - C. are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the Commissioner; or
  - (ii) is a shiftworker, or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that the employee is regularly required to seek rest during daylight hours.

- 56.3 The electricity subsidy will be paid fortnightly in addition to salary and will count as salary for the purpose of taxation and superannuation.
- 56.4 The electricity subsidy will not be paid during periods of leave without pay which do not count as service.
- 56.5 The electricity subsidy will be paid to part-time employees on a pro rata basis.
- 56.6 Only 1 subsidy is payable per dwelling.
- 56.7 The electricity subsidy will be adjusted in January each year in accordance with the annual September to September Darwin Consumer Price Index. The Commissioner will give effect to any subsequent annual adjustment required under this Agreement through a Determination.
- 56.8 The applicable rates of electricity subsidy are contained in TABLE 5 Expense Related Allowances of Schedule 3.

## **57. Remote Rental Concession**

- 57.1 This clause does not apply to RUSON and RUSOM employees.
- 57.2 Remote Nurses residing in remote departmental accommodation in all remote localities as defined in Determination 8 of 2015 (as amended) will receive a 100% rental concession.

## **58. Remote Access to Satellite Television/Satellite Internet Services**

- 58.1 This clause does not apply to RUSON and RUSOM employees.
- 58.2 An employee stationed in a remote locality may apply to receive a payment of up to \$500 to offset the costs associated with the installation and initial subscription towards a satellite-based pay television or internet service.
- 58.3 An employee is eligible to receive a second payment within a 12 month period after receiving the first payment if the employee voluntarily transfers or is promoted to another remote locality.
- 58.4 An employee is eligible to receive subsequent payments where the employee is transferred at the direction of the department to 1 or more remote localities.
- 58.5 The employee will be responsible for the ongoing subscription charges associated with the service.

## **59. Relocation Expenses: Gove District Hospital**

- 59.1 The department will provide reasonable relocation expenses to Darwin for employees employed on an ongoing basis and who resign or retire from employment at Gove District Hospital.
- 59.2 These expenses will be paid:
  - (a) after the completion of 7 years continuous service at Gove District hospital;
  - and

- (b) will be in accordance with the terms of the Northern Territory Government's Removalist Contract and the department's policies and procedures in relation to removal expenses.

## **60. Commuted Overtime Allowance for Remote Areas**

The CEO and the majority of employees in a remote locality may agree to commute overtime to an allowance which will not count for superannuation, and arrangements will be implemented through meeting the requirements under clause 54 Variation to Working Arrangements of Groups of Employees.

## **61. Fares Out of Isolated Localities**

This Clause is subject to the provisions contained under By-law 43 of *the Public Sector Employment and Management By-laws*. An employee has the option to bank or defer the payment of their leave fare allowance for up to 18 months. The employee must make such a request 2 months prior to the next accrual date for a fare out.

# **PART 8 – LEAVE**

## **62. Recreation Leave**

### **62.1 Relationship with By-laws and other instruments**

The provisions of this clause set out all entitlements in relation to recreation leave and replace all By-law entitlements relating to recreation leave.

### **62.2 Recreation Leave**

- (a) An employee (except for a casual employee) is entitled to:
  - (i) 4 week s recreation leave per year; and
  - (ii) an additional 2 weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This will not affect and will be in addition to the entitlement under clause 62.2(a)(iii) below; and
  - (iii) an additional weeks paid recreation leave per year for a 7 day shiftworker, provided that a shiftworker rostered to perform duty on less than 10 Sundays during a year is entitled to additional paid recreation leave at the rate of half a day for each Sunday rostered; and
- (b) a rostered overtime shift of 3 hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clause 62.2(a)(iii) above.

### **62.3 Accrual of Leave**

- (a) An employee's entitlement to paid recreation leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (b) If an employee takes unpaid leave that does not count as service, leave will not accrue for that period.

*Note: An employee who has taken unpaid leave that does count for service will accrue leave for that period.*

- (c) A part-time employee will accrue recreation leave on a pro rata basis in accordance with the employee's agreed hours of work.
- (d) An employee who has worked for only part of a year will accrue recreation leave on a pro rata basis in accordance with the employee's ordinary hours of work or, agreed hours of work if a part-time employee.
- (e) Recreation leave accumulates from year to year.

#### 62.4 Granting of Leave

The CEO may, on application in writing by the employee, grant leave for recreation purposes, subject to the department's operational requirements. The CEO will not unreasonably refuse to agree to a request by the employee to take recreation leave.

#### 62.5 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under clause 62.10), the employee is entitled to the employee's full rate of pay that the employee would have been paid had the public holiday fallen on a day that the employee was not on recreation leave; and
- (b) the period of the public holiday is not deducted from the employee's recreation leave entitlement.

#### 62.6 Excess Leave

Where an employee has accrued recreation leave entitlements in excess of 2 years (or 3 years in the case of a compulsory transferee), the CEO may, on giving a minimum of 2 months notice, and provided that direction is reasonable, direct the employee to take recreation leave and the employee must take that leave within a 3 month period, or a period agreed between the parties, to reduce the accrued leave balance to the equivalent of 2 years (or 3 years in the case of a compulsory transferee) of entitlements.

#### 62.7 Cash-out of Leave

An employee may apply, in writing, to the CEO to cash-out an amount of the employee's available recreation leave provided that:

- (a) the employee's remaining accrued entitlement to paid recreation leave is not less than 4 weeks;
- (b) each cashing-out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and
- (d) a minimum of 5 days to be cashed-out on any occasion.

## 62.8 Illness During Leave

Where an employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 69 (Personal Leave), the CEO may grant personal leave and authorise the equivalent period of recreation leave to be re-credited.

## 62.9 Payment in Lieu

- (a) Where an employee ceases employment, other than by death, the employee is entitled to payment in lieu of any available recreation leave entitlement.
- (b) Where an employee dies, or after consideration of all the circumstances the employer has directed that an employee will be presumed to have died on a particular date, the CEO may authorise payment in lieu of the employee's remaining recreation leave entitlement:
  - (i) to the employee's legal personal representative; or
  - (ii) when authorised by the employee's legal personal representative, to another person or persons at the CEO's discretion.

## 62.10 Recreation Leave at Half Pay

- (a) An employee may apply to utilise 1 or more weeks of the employee's recreation leave at half pay in order to double the period of leave.
- (b) Where an employee utilises an amount of recreation leave at half pay:
  - (i) leave entitlements will accrue as if the employee had utilised the amount of recreation leave at full pay;  
  
*For example: If an employee utilises 2 weeks of recreation leave over a period of 4 weeks at half pay, all leave entitlements will accrue over the first 2 weeks of leave, as if the employee was on recreation leave with full pay, and no leave entitlements will accrue over the final 2 weeks of recreation leave on half pay.*
  - (ii) salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay;
  - (iii) a period of recreation leave at half pay does not break continuity of service;
  - (iv) the second half of the period at half pay will not count as service and service based entitlements will be adjusted accordingly.  
  
*For example: If an employee utilises 2 weeks recreation leave over a period of 4 weeks at half pay, service based entitlements (e.g. personal leave, long service leave, paid parental leave) will be deferred by 2 weeks.*
- (c) In accessing recreation leave at half pay, it is not intended that employees be advantaged or disadvantaged in relation to the administration of accrual or payment of entitlements.

## **63. Recreation Leave Loading**

### **63.1 Recreation leave loading entitlement**

- (a) In addition to normal salary payment for recreation leave, an employee is entitled to accrue a recreation leave loading on 1 January each year. Subject to clause 63.1(b) the amount of the loading will be the lesser of:
  - (i) 17.5% of the value of the annual recreation leave accrued over the previous year based in the employee's salary, including allowances in the nature of salary; or
  - (ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the September quarter of the previous year.
- (b) In the case of a shiftworker who would have been entitled to shiftwork penalties in excess of the maximum payment referred to in clause 63.1(a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading will be equivalent to the shiftwork penalties payable on recreation leave.

*Note: Refer clause 47.4 for shiftwork penalties payable on recreation leave.*

### **63.2 Payment of Recreation Leave Loading**

- (a) With the exception of shiftworkers, an employee who is approved to use at least 1 week recreation leave may apply for payment of an accrued recreation leave loading.
- (b) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loading plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.
- (c) Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at clause 63.2(b) will be the salary payable had the employee been employed on 1 January of that year.

### **63.3 Automatic Cash-Out**

- (a) Where an employee has 2 or more recreation leave loadings, the following automatic payment provisions will apply:
  - (i) the common cash-up date for the automatic payment of recreation leave loadings is the second payday in January of each year or in any case by the end of January each year; and
  - (ii) an employee with 2 accrued recreation leave loadings as at 1 January will have 1 recreation leave loading automatically paid on the common cash-up date of that year; and

- (iii) an employee with 3 or more accrued recreation leave loadings as at 1 January will have 2 recreation leave loadings automatically paid on the common cash-up date of that year; and
  - (iv) recreation leave loadings will be paid in the order of accrual; and
  - (v) recreation leave loadings will continue to be taxed in accordance with current Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.
- (b) The automatic payment of recreation leave loadings will not apply to shiftworkers.

#### **64. Flexible Lifestyle (Purchased Leave)**

64.1 Flexible lifestyle leave is a voluntary arrangement where employees may purchase between 1 to 8 weeks of additional leave, with a corresponding reduction in the number of working weeks.

64.2 Flexible lifestyle leave arrangements are subject to agency operational requirements and approval by the CEO.

##### *Eligibility*

64.3 An employee must:

- (a) have completed at least 12 months continuous service;
- (b) not have any excess recreation leave, as defined in clause 62.6 (Excess Leave); and
- (c) have exhausted their long service leave entitlements or satisfied the conditions of By-law 8.3.

##### *Method of purchase*

64.4 Flexible lifestyle leave is purchased in advance at an amount equal to the salary for the additional leave. Payments are deducted from the employee's gross fortnightly salary over a 12-month period, or shorter period approved by the CEO.

##### *General conditions*

64.5 A flexible lifestyle leave arrangement must not result in an employee having a total leave balance greater than the excess leave limits in clause 62.6 (Excess Leave) after the period of the arrangement.

64.6 If an employee does not use their purchased leave within the agreed period, it will lapse and the employee will be reimbursed monies paid.

64.7 Flexible lifestyle leave may be taken in periods of 2 or more days.



- 64.8 A flexible lifestyle leave arrangement must be in writing and is non-renewable. On the expiry of an existing arrangement, the employee may lodge a new application for approval by the CEO.
- 64.9 Flexible lifestyle leave is available for use 3 months from the commencement date of the arrangement.

*Effect on Other Entitlements*

- 64.10 Flexible lifestyle leave will count as service for all purposes.
- 64.11 Flexible lifestyle leave does not attract leave loading.
- 64.12 Where a public holiday falls within a period of flexible lifestyle leave the period of the public holiday is not deducted from the employee's flexible lifestyle leave balance.
- 64.13 Recreation leave at half pay is not available while a flexible lifestyle leave arrangement is in place.
- 64.14 For the period over which payments are being deducted from an employee's salary to fund a flexible lifestyle leave arrangement, compulsory employer superannuation contributions are calculated on the salary that the employee was paid:
- (a) prior to flexible lifestyle leave deductions being made in the case of NTGPASS and CSS employees; and
  - (b) after flexible lifestyle leave deductions being made in the case of Choice of Fund superannuation fund employees.

*Independent advice*

- 64.15 Prior to entering into or ceasing a purchased leave arrangement an employee should seek, at the employee's own expense, independent advice regarding:
- (a) the employee's financial situation;
  - (b) the potential impact on taxation; and
  - (c) the potential impact on superannuation.

*Cessation of Arrangement*

- 64.16 A flexible lifestyle leave arrangement will cease in 1 of the following ways:
- (a) The specified term of the flexible lifestyle leave arrangement expires.
  - (b) By the employee providing the CEO 4 weeks' written notice requesting to terminate the arrangement, and the CEO approving the employee's request.
  - (c) At the initiative of the CEO, on the giving of 3 months written notice to the employee, along with reasons for the cessation.
  - (d) The employee ceases employment with the NTPS.

- (e) The employee moves to a new work area within the agency, or to another agency and the new work area or agency does not agree to continue the arrangement.

64.17 Where a flexible lifestyle leave arrangement ceases, the employee will be reimbursed, by lump sum payment, the amount of any unused flexible lifestyle leave. The reimbursement will be paid within 2 months of the cessation of the arrangement.

## **65. Christmas Closedown**

65.1 The CEO will consult with relevant employees in the event that the department, or part of the department, will be closed down for a nominated period. The closedown will occur provided that:

- (a) at least 3 months notice in writing is given to employees prior to the closedown period; and
- (b) the nominated period covers the Christmas and New Year period.

65.2 Closedown may apply to part of the department where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a closedown period. This may occur subject to the CEO:

- (a) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or
- (b) if no volunteers are forthcoming, directing employees with at least 2 months notice to cover the closedown period.

65.3 Employees affected by the closedown period must use either recreation leave or time off in lieu to cover the closedown period.

65.4 New employees, who will not be able to accrue enough recreation leave credits to cover the closedown period, may be offered by the CEO, to work additional hours to enable sufficient time off in lieu to be accrued to cover the closedown period, or offered alternate work.

65.5 If an employee has insufficient accrued recreation leave entitlements or time off in lieu and cannot be offered alternate work during closedown, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

## **66. Compassionate Leave**

66.1 An employee may take up to 5 days of compassionate leave for each occasion when

- (a) a member of the employee's immediate family or household:
  - (i) contracts or develops a personal illness that poses a serious threat to their life; or
  - (ii) sustains a personal injury that poses a serious threat to their life;
  - (iii) or dies.

- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.
- 66.2 An employee may take up to 3 days of compassionate leave on each occasion of the death of a member of the employee's extended family.
- 66.3 An employee may take up to 3 days of compassionate leave if they or their partner experiences a miscarriage.
- 66.4 Compassionate leave is paid leave, except for casual employees where it is provided without pay.
- 66.5 Compassionate leave may be taken as a block, in broken periods of at least 1 day, or as agreed between the employee and the CEO.
- 66.6 The CEO may approve an additional period of unpaid compassionate leave on request.

*Notice and evidence Requirements*

- (a) An employee must provide the CEO with notice of the taking of compassionate leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
  - (b) Subject to clause 66.6(c), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.
  - (c) In relation to leave under clause 66.3 (miscarriage), the employee must produce a medical certificate from a medical practitioner stating that the employee's pregnancy or their partner's pregnancy has ended.

**67. Defence Service Leave**

- 67.1 The CEO may grant an employee Defence Service Leave to enable the employee to fulfil their Australian Defence Force Reserve and Continuous Full Time Service obligations (Defence Service).
- 67.2 Defence Service Leave entitlements include:
  - (a) up to 4 weeks' paid leave during each financial year for the purpose of undertaking Defence Service, including training and operational duty;
  - (b) an additional 2 weeks' paid leave during the employee's first year of Defence Service, to facilitate the employee's participation in additional training, including induction requirements.
- 67.3 An employee who requires additional leave to undertake Defence Service may also utilise recreation leave, long service leave and leave without pay.

*Notice and evidence requirements*

An employee is required to

- (a) notify the CEO at soon as practicable of the requirement to be absent to undertake Defence Service, including the intended dates of the Defence Service;
  - (b) provide sufficient evidence of the requirement to undertake Defence Service;
  - (c) provide sufficient evidence of the completion of Defence Service.
- 67.4 Paid Defence Service Leave will count as service for all purposes. Leave without pay utilised to undertake Defence Service will count as service for long service leave purposes only.
- 67.5 No liability for injury during defence service leave
- (a) Where an employee has a claim for compensation for injury or illness as a result of leave granted under this by-law, the claim will not be recognised by the Territory and the employee will submit any claim to the Australian Department of Defence.

## **68. War Service Leave**

### *Eligibility*

- 68.1 The provisions of this clause apply to an employee who has undertaken:
- (a) service within operational areas as defined in Schedule 2 of the Veteran's Entitlements Act 1986 (Cth) as amended from time to time;
    - (i) service with the Defence Force that is of a kind determined in writing by the Defence Minister to be warlike service, including peace-keeping or hazardous operational service, for the purposes of the Military Rehabilitation and Compensation Act 2004 (Cth) as amended from time to time; and
    - (ii) who suffers from an illness or condition recognised by the Department of Veteran Affairs as war caused.
    - (iii) The leave available under this clause will be in addition to the employee's personal leave entitlement and any repatriation benefits provided by the Department of Veterans Affairs

### *Documentary requirements*

- 68.2 An employee must produce a statement from the Department of Veteran Affairs giving details of what conditions have been accepted as being war caused, caused by peace-keeping or hazardous operational service. These conditions are to be noted on the employee's personal leave record.
- 68.3 Applications for war service leave must be accompanied by a medical certificate stating the period of leave applied for is attributed to the employee's Defence Service (as permitted under this clause) caused condition or illness.

#### *Accrual of Leave*

- 68.4 On the date of their commencement of employment in the NTPS, or the date of recognition of the illness or condition, whichever is the later, an employee will be entitled to:
- (a) an initial (and once only) non-accumulative credit of 9 weeks at full pay; and
  - (b) an accumulative credit of 3 weeks at full pay.
- 68.5 After each period of 12 months service a further accumulative credit of 3 weeks at full pay, subject to a maximum balance of 9 weeks cumulative accrual at any time.
- 68.6 An employee's accumulative war service leave entitlement will be deferred by any period of:
- (a) personal leave where the absence is without pay and not covered by documentary evidence as required in Clause 69.8;
  - (b) unauthorised absence; or
  - (c) leave without pay that does not count as service.
- 68.7 Leave is available to use for any illness or condition attributed to war service, as per clause 68.2 and 68.3. For avoidance of doubt, a subsequent condition or illness does not entitle the employee to a further 9 weeks or more than 3 weeks accumulation per 12 months of service.

#### *Granting of leave*

- 68.8 War service leave granted under this clause will be deducted from the non-accumulative credit in the first instance and when this credit is exhausted, from the accumulative credit.
- 68.9 Where an employee has exhausted their war service leave entitlement, they can apply to the CEO to access their accrued personal leave entitlements in accordance with clause 69.8.

#### *Recognition of Prior Service*

- 68.10 For the purposes of this clause, all periods of service with the Northern Territory Public Sector, Australian Public Service or another Territory or State Public Service/Sector, where war service sick leave entitlements are provided, are to be considered as continuous service regardless of the length of any break in service.
- 68.11 Any accumulative or non-accumulative credit available at the end of 1 period of service must be carried forward to any subsequent period of service.

### **69. Personal Leave**

#### **69.1 Relationship with By-laws and other instruments**

The provisions of this clause set out all entitlements in relation to personal leave

(sick/carer's leave), and replace all By-law entitlements relating to personal leave (sick/carer's leave).

#### 69.2 General

- (a) An employee, subject to notice and evidence requirements in clauses 69.7 and 69.8, may take personal leave if the leave is:
  - (i) because the employee is not fit for work because of a personal illness or personal injury affecting the employee (sick leave); or
  - (ii) to provide care or support to a member of the employee's immediate family or household who requires such care or support because of:
    - A. a personal illness or personal injury affecting the member (carer's leave); or
    - B. an unexpected emergency affecting the member (carer's leave).

#### 69.3 Definitions

For the purposes of this clause:

- (a) **child**: see clause 4;
- (b) **de facto partner**: see clause 4;
- (c) **immediate family**: see clause 4;
- (d) **medical certificate**: see clause 4;
- (e) **personal leave year**: see clause 4;
- (f) **registered health practitioner**: see clause 4;
- (g) **spouse**: see clause 4.

#### 69.4 Paid Personal Leave Entitlement

- (a) An ongoing full-time employee is entitled to:
  - (i) 3 weeks paid personal leave on commencement of employment; and
  - (ii) 3 weeks paid personal leave on each anniversary of the employee's commencement date subject to clause 69.4(g) (deferral of leave entitlements).
- (b) A fixed period full-time employee is entitled to:
  - (i) 2 days paid personal leave on commencement of employment;
  - (ii) up to 1 week of paid personal leave for each period of 2 months service provided that the total leave does not exceed 3 weeks within the first 12 months of service; and

- (iii) 3 weeks paid personal leave annually on the anniversary of the employee's commencement date.
- (c) Where an employee is employed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 69.4(a) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.
- (d) A part-time employee will receive paid personal leave on a pro rata basis in accordance with the employee's agreed hours of work on commencement of employment.
- (e) Casual employees are not entitled to paid personal leave.
- (f) Paid personal leave is cumulative.
- (g) An employee's paid personal leave entitlement will be deferred by any period of:
  - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 69.8;
  - (ii) unauthorised absence; or
  - (iii) leave without pay that does not count as service.
- (h) An employee may elect to access personal leave at half pay where the absence is at least 1 day.

#### 69.5 Unpaid carer's leave – casual employees

- (a) Casual employees are entitled to 2 days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clauses 69.7 and 69.8.
- (b) Unpaid carer's leave may be taken as a single unbroken period of up to 2 days or any separate periods as agreed between the employee and CEO.
- (c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 69.5(a).

#### 69.6 Additional Personal Leave

Where paid personal leave credits are exhausted:

- (a) Unpaid carer's leave
  - (i) An employee is entitled to access up to 2 days unpaid carer's leave on each occasion that the employee requires carer's leave.
  - (ii) Carer's leave may be taken as a single unbroken period of up to 2 days or any separate periods as agreed between the employee and the CEO.

- (iii) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 69.6(a)(i).
- (b) The employee may apply for and the CEO may grant, after considering all the circumstances:
  - (i) additional personal leave on half pay, which cannot be converted to full pay; or
  - (ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.
- (c) Additional leave utilised under clause 69.6 is subject to the notice and evidence requirements in clauses 69.7 and 69.8.

#### 69.7 Notice Requirements

An employee must make all reasonable effort to advise their manager as soon as reasonably practicable on any day of absence from their employment. If it is not reasonably practicable for the employee to give prior notice of absence due to circumstances beyond the employee's control, the employee will notify their manager by telephone of such absence at the first opportunity of such absence.

#### 69.8 Documentation Requirements

- (a) An employee must apply for personal leave in the form required by the CEO as soon as it is reasonably practicable for the employee to make the application.
- (b) Subject to clause 69.8(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for 1 of the reasons set out in clause 69.2(a)(i) (sick leave), an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
  - (i) a medical certificate from a registered health practitioner; or
  - (ii) if it is not reasonably practicable for the employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside outside an urban area or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:
    - A. the reasons why it was not practicable to provide a medical certificate; and
    - B. the reason for and length of absence.
- (c) Subject to clause 69.8(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for 1 of the reasons set out in clause 69.2(a)(ii) (carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with:



- (i) evidence which may include a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires the employee's care or support to the extent that they will not be able to attend for duty; or
  - (ii) other relevant documentary evidence stating the unexpected emergency, and that this unexpected emergency required the employee's care or support.
  - (iii) A CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.
- (d) An employee may access personal leave without providing documentary evidence, up to a maximum of 5 days or the equivalent number of hours of duty per personal leave year, provided that no more than 3 of those days may be consecutive working days or the equivalent number of hours of duty.
- (i) Shiftworkers: For the purposes of clause 69.8(d), a shiftworker may access personal leave without providing documentary evidence up to a maximum of the employee's weekly ordinary hours or 5 shifts whichever is the greater, provided that no more than 3 of those shifts may be consecutive working days.

#### 69.9 Personal Leave Whilst on Other Forms of Leave

- (a) Where recreation leave or long service leave had been previously approved on half pay, any personal leave granted in lieu will also be at half pay.

#### 69.10 Medical Examination at the Direction of the CEO

- (a) The CEO may direct an employee to attend an examination by a registered health practitioner where:
  - (i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury;
  - (ii) it is considered that an employee's efficiency may be affected due to illness or injury;
  - (iii) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees, or the public; or
  - (iv) under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.
- (b) An employee directed to attend a medical examination in accordance with clause 69.10(a) who is:
  - (i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;

- (ii) an employee other than 1 to which clause 69.10(b)(i) above refers, is deemed to be on duty from the time of the direction until the findings of the examination are known; and
  - (iii) the grant of sick leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.
- (c) The CEO will not grant sick leave where the employee fails to attend a medical examination without reasonable cause, or where illness or injury is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

#### 69.11 Infectious Disease

Where an employee produces documentary evidence that would satisfy a reasonable person that:

- (a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Disease Act*; and
- (b) by reason of any law of the Territory or any state or territory of the Commonwealth is required to be isolated from other persons,

the CEO may grant:

- (c) sick leave for any period during which the employee actually suffers from illness; or
- (d) where working from another location during the isolation period is not possible (e.g., working from home), recreation leave in relation to any period during which the employee does not actually suffer from illness.
- (e) Where an employee suffers an injury or disease in the course of their employment, they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1986*.

#### 69.12 Personal Leave – Workers Compensation

An employee is not entitled to paid personal leave for a period during which the employee is absent from duty because of personal illness, or injury, for which the employee is receiving compensation payable under Northern Territory workers compensation legislation.

### 70. Health Screening Leave

- 70.1 An employee may access up to 1 hour of paid leave per year, for the purpose of undertaking a health screening test associated with a public health screening program.
- 70.2 A health screening test means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions.

*Notice and evidence requirements*

70.3 The employee is required to provide reasonable notice of the need to take leave and the expected duration of leave.

70.4 The employee must provide documentary evidence of their attendance at the screening test that would satisfy a reasonable person.

## **71. Blood Donor Leave**

71.1 The CEO may grant leave with pay to an employee to allow the employee to donate blood.

## **72. Gender Transition Leave**

72.1 Gender Transition Leave is available to support employees who wish to transition from their gender. Paid leave may be taken for:

- (a) psychological support;
- (b) hormone replacement therapy and other types of medical intervention;
- (c) appointments to alter the employee's legal status or amend the employee's gender on legal documentation; and
- (d) other similar appointments or procedures to give effect to the employee's transition approved by the CEO.

### *Eligibility*

72.2 In order to access Gender Transition Leave, an employee must have:

- (a) completed at least 12 months continuous service on an ongoing or fixed period basis; and
- (b) commenced transitioning their gender.

### *Entitlement to Paid and Unpaid Gender Transition Leave*

72.3 Employees who are transitioning their gender are entitled to 4 weeks of paid leave and up to 48 weeks unpaid leave for the purpose of supporting their gender transition.

72.4 Gender Transition Leave may be taken in a continuous period, single or part days over a 3 year period.

72.5 Employees may request additional paid Gender Transition Leave, which may be granted on a discretionary and case by case basis in exceptional circumstances.

72.6 Employees may also access other forms of paid or unpaid leave such as personal leave, recreation leave and long service leave, where the employee meets the relevant eligibility criteria for that leave type.

72.7 Any period of unpaid gender transition leave will not break an employee's continuity of service but does not count for service.

### *Notice and evidence requirements*

- 72.8 Applications for leave will be dealt with confidentially and sensitively.
- 72.9 An employee must provide at least 2 weeks' notice of the need to take leave under this clause and the expected duration of leave. A shorter notice period may be agreed with the CEO.
- 72.10 An employee may be required to provide suitable supporting documentation for any leave granted under this clause. Evidence to support an application will only be sighted once and no copies will be made or recorded.

### **73. Parental Leave**

- 73.1 This clause sets out all entitlements in relation to parental leave and applies in conjunction with the NES.

#### *Application*

- 73.2 Full-time, part-time, and eligible casual employees are entitled to parental leave if the leave is associated with:
- (a) the birth of a child of the employee or the employee's spouse (including the birth of a child by way of a surrogacy arrangement);
  - (b) the placement of a child with the employee for adoption; or
  - (c) the placement of a child with the employee under a long term or permanent care order; and
  - (d) the employee has or will have responsibility for the care of the child.

#### *Definitions*

- 73.3 For the purpose of this clause:
- (a) **child** means:
    - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee, the employee's spouse, or the employee's legal surrogate; or
    - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with the employee; or
    - (iii) in relation to a long term or permanent care order related leave, a child (or children) who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*, and who will be placed with the employee under a long term or permanent care order.
  - (b) **continuous service** means the employee's continuous period of employment with the employer and, where relevant, any continuous period of employment within an agency for the purposes of the Financial Management Act 1995 that immediately preceded NTPS employment (i.e., no break in service between employment). An employee's service will be continuous despite any periods of

authorised paid leave, or periods of authorised unpaid leave that are expressly stated as counting for the purposes of service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory. Where an employee is employed under 2 or more separate contracts of employment at the same time, as permitted under s 38A of the PSEM Act, and the employee requires parental leave under each contract, continuous service will be determined with respect to the total period of service with the employer.

- (c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:
  - (i) the day on which the employee first takes parental responsibility for the child; or
  - (ii) the day on which the employee starts any travel that is reasonably necessary to take parental responsibility for the child.
- (d) **eligible casual employee** means a casual employee who has been engaged by the employer on a regular and systematic basis for a period of:
  - (i) at least 12 months; or
  - (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and:
    - A. the employer terminated the previous engagement;
    - B. the employee was re-employed within 3 months after termination of the previous engagement; and
    - C. the total employment period (i.e., the current employment and previous engagement) is at least 12 months.
- (e) **medical certificate** means a certificate signed by a medical practitioner.
- (f) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 1995* and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 73.11.
- (h) **primary caregiver** means the person who is the primary carer of a child at and immediately following the time of birth or day of placement of a child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only 1 person can be the child's primary caregiver on any particular day. In most cases, the primary caregiver will be the birth giver or the initial primary carer of a newly adopted child.

#### 73.4 Summary of parental leave entitlements:

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
<b>Primary caregiver parental leave (clause 73.9)</b>	Less than 39 weeks or eligible casual employee	Nil	52 weeks	52 weeks
	Between 39 weeks and 12 months	Between 1 and 14 weeks*	Between 38 and 51 weeks	52 weeks
	At least 12 months	14 weeks	142 weeks	3 years
	At least 4 years and 49 weeks	Between 15 and 18 weeks*	Between 138 and 141 weeks	3 years
	At least 5 years	18 weeks	138 weeks	3 years
	<i>*Note: The amount of paid leave for employees with less than 12 months or 5 years (whichever is applicable) depends on the employee's continuous service at commencement of parental leave and the employee achieving the service requirements during the first 14 or 18 weeks of parental leave. The formula in clause 73.9 is used to calculate the amount of pro rata leave.</i>			
<b>Partner leave (clause 73.10)</b>	Less than 12 months or eligible casual employee	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years
	At least 5 years	2 weeks	154 weeks	3 years
<b>Pre-natal leave (clause 73.5)</b>	All employees (excludes casuals)	8 hours		8 hours
<b>Leave for pregnancy-related illness (clause 73.6)</b>	All employees	(No paid leave under parental leave. Employee can elect to use accrued paid personal leave entitlements)	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
<b>No safe job leave (clauses 73.7(f) and 73.7(g))</b>	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in clause 73.7(a)).	For the entire risk period (as defined in clause 73.7(a)).
	Where an employee is entitled to primary caregiver parental leave	For the entire risk period (as defined in clause 73.7(a)).		For the entire risk period (as defined in clause 73.7(a)).
<b>Pre-adoption leave/ permanent care order application (clause 73.8)</b>	Less than 12 months service or eligible casual employees	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
<b>Special maternity leave (miscarriage) (clause 73.12(b))</b>	All employees	Compassionate leave is available (Accrued paid personal leave may be available)	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
<b>Special maternity leave (stillbirth) (clause 73.12(c))</b>	All employees	As for primary caregiver parental leave Compassionate leave is also available	As for Primary caregiver parental leave	As for Primary caregiver parental leave

### 73.5 Pre-natal leave

- (a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling 8 hours per pregnancy, to enable the employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to 8 hours unpaid leave per pregnancy.
- (b) An employee must comply with the notice and evidence requirements set out in clause 73.13 to access pre-natal leave.

### 73.6 Leave for pregnancy-related illness

- (a) A pregnant employee who has not yet commenced primary caregiver parental leave is entitled to unpaid leave for a pregnancy-related illness.
- (b) An employee is entitled to take such period of leave as a medical practitioner certifies as necessary.
- (c) The period of leave taken because the employee has a pregnancy related illness will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.
- (d) An employee may elect to use their accrued paid personal leave entitlements instead of taking unpaid leave.
- (e) Leave for a pregnancy related illness must end before the employee starts primary caregiver parental leave.

### 73.7 Transfer to an appropriate safe job

- (a) This clause applies where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue their present work for a stated period (the **risk period**).
- (b) The CEO will (if there is an appropriate safe job available and if reasonably practicable) transfer the employee to an appropriate safe job during the risk period.

- (c) Unless agreed by the employee, an employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until the commencement of parental leave.
- (d) During the risk period, the employee is entitled to the employee's full rate of pay (for the position they were in before the transfer) for the hours that the employee works in the risk period. For this clause, full rate of pay is as defined in section 18 of the FW Act.
- (e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (f) An employee is entitled to paid no safe job leave for the risk period, or part thereof, that the employee does not work, if:
  - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
  - (ii) the employee is entitled to primary caregiver parental leave in association with the pregnancy and birth; and
  - (iii) the employee has complied with the notice and evidence requirements set out in clause 73.13 for taking primary caregiver parental leave.
- (g) An employee is entitled to unpaid no safe job leave for the risk period, or part thereof, if:
  - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
  - (ii) the employee is not entitled to primary caregiver parental leave in association with the pregnancy and birth (i.e., a pregnant casual employee who does not meet the definition of eligible casual employee); and
  - (iii) if required by the CEO, the employee has given the CEO evidence that would satisfy a reasonable person of the pregnancy.
  - (iv) If an employee is transferred to an appropriate safe job to work ordinary hours less than their usual ordinary hours during the risk period, the employee is entitled to paid or unpaid no safe job leave for the balance of their usual ordinary hours (subject to the requirements for those forms of leave being met).

#### 73.8 Pre-adoption or permanent care order application leave

- (a) An employee seeking to adopt a child is entitled to take 2 days pre-adoption or permanent care order application leave for the purposes of attending interviews or examinations required:
  - (i) in order to obtain approval for the employee's adoption of a child; or
  - (ii) when making an application for a permanent care order



- (b) Leave may be taken as a block of 2 days or any separate periods as agreed between the employee and the CEO.
- (c) Pre-adoption or permanent care order application leave is paid leave, except for employees with less than 12 months continuous service or for casual employees where it is provided without pay.
- (d) An employee must comply with the notice and evidence requirements set out in clause 73.13 to access pre-adoption leave.

#### 73.9 Primary caregiver parental leave

- (a) Primary caregiver parental leave is available to full-time, part-time, and eligible casual employees who will be the primary caregiver of the child.
- (b) Entitlement to primary caregiver parental leave
  - (i) An eligible casual employee is entitled to up to 52 weeks unpaid primary caregiver parental leave.
  - (ii) An employee with less than 39 weeks continuous service at the time of commencing parental leave is entitled to up to 52 weeks unpaid primary caregiver parental leave.
  - (iii) Subject to clause 73.9(b)(v), an employee with at least 39 weeks continuous service, but less than 4 years and 49 weeks continuous service, at the time of commencing parental leave is entitled to primary caregiver parental leave, comprising of [A] and [B] below:
    - A. Paid leave according to the following formula, up to a maximum of 14 weeks:
 
$$\text{Number of weeks continuous service} - 38 = \text{Number of weeks paid parental leave}$$

(up to a maximum of 14 weeks)
    - B. Unpaid leave for the remaining balance of the following total leave periods:
      - 1) 52 weeks for employees with less than 12 months continuous service; or
      - 2) 3 years for employees with 12 months continuous service or more.

*Note: Employees with 12 months continuous service will be entitled to 14 weeks paid and 142 weeks unpaid primary caregiver parental leave.*

*Examples:*

*Employee with 50 weeks continuous service at the birth receives 12 weeks paid leave (50-38=12) and 40 weeks unpaid leave (52-12=40).*

*Employee with 2 years continuous service at the birth receives 14 weeks paid leave (104-38=66, but the 14 week maximum applies) and 142 weeks unpaid leave (156-14=142).*

- (iv) Subject to clause 73.9(b)(vi) an employee with at least 4 years and 49 weeks continuous service, but less than 4 years and 49 weeks continuous service, at the time of commencing parental leave is entitled to up to 3 years primary caregiver parental leave, comprising of (A) and (B) below:

- A. Paid parental leave according to the following table, up to a maximum of 18 weeks:

Continuous service at commencement of Parental leave:	Total number of weeks paid parental leave:
4 years 35 weeks	15
4 years 36 weeks	16
4 years 37 weeks	17
4 years and 38 or more weeks	18

*Note: Any part of a week is rounded up to constitute a full week.*

- B. Unpaid parental leave for the remaining balance of the total leave period up to 3 years.

*Note: All employees with 5 years continuous service will be entitled to 18 weeks paid and 138 weeks unpaid primary caregiver parental leave.*

Examples:

*Employee with 4 years and 49 weeks continuous service at the birth receives 15 weeks paid leave (18-3=15) and 141 weeks unpaid leave (156-15=141).*

*Employee with 5 years and 26 weeks continuous service at the birth receives 18 weeks paid leave (18-0=18) and 138 weeks unpaid leave (156-18=138).*

- (v) Employees with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 73.9(b)(iii) provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental. Where the employee ceases employment (e.g., resigns) before achieving 12 months continuous service, any primary caregiver parental leave paid will be an overpayment and managed in accordance with clause 93 (Integrity of Payments).

- (vi) Employees with at least 4 years and 49 weeks but less than 5 years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 73.9(b)(iv), provided they will achieve 5 years continuous service during the first 18 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g., resigns) before achieving 5 years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance with clause 93 (Integrity of Payments).

*Note: Parental leave cannot be granted beyond a date which, but for the grant of leave, would have been the employee's cessation date or end of fixed period employment contract to accommodate achieving service requirements for paid parental leave*

- (vii) For the avoidance of doubt, only 1 parent of an NTPS employee couple is entitled to receive primary caregiver parental leave in respect to the birth, adoption or long term or permanent care placement of their child.

(c) Commencement of primary caregiver parental leave

Primary caregiver parental leave will commence in accordance with the following table:

Type of parental leave	Commencement of primary carer parental leave
Associated with the birth of a child	Any time within 6 weeks immediately prior to the expected birth of the child as nominated by the pregnant employee but no later than the date of birth of the child.
Associated with the adoption of a child, or the placement of a child under a permanent or long term care order	Any time within the 2 weeks immediately before the placement but no later than the day of the placement.
All other cases	The date of birth or the placement.

(d) Exemptions to primary caregiver parental leave

- (i) An employee is not entitled to primary caregiver parental leave in circumstances where:
- A. the employee's spouse (whether an NTPS employee or not) meets the definition of 'primary caregiver' as set out in clause 73.3(h); or

- B. the employee has taken (or is eligible for) partner leave entitlements under clause 73.10 in relation to the child.

*Note: It is not intended for an employee to access primary caregiver leave where they are providing spousal support in circumstances where their spouse, the birth giver, had a caesarean section. There will be exceptions, for example, where the birth giver suffers a post-natal medically certified condition that prevents them from caring for their newborn child, but not where they voluntarily choose not to.*

- (ii) For the avoidance of doubt, only 1 parent can receive primary caregiver parental leave in respect to the birth or placement of the child.

#### 73.10 Partner leave

Partner leave is available where an employee has or will have parental responsibility for the care of their child but is not the primary caregiver. (Note: 'primary caregiver is defined in clause 73.3(h).

- (a) Entitlement to partner leave
  - (i) An employee with less than 12 months continuous service at the time of commencing partner leave, or an eligible casual employee, is entitled to up to 52 weeks unpaid partner leave.
  - (ii) An employee who has completed at least 12 months continuous service at the time of commencing partner leave is entitled to up to 3 years partner leave, comprising of:
    - A. 1 week paid partner leave, and
    - B. 155 weeks unpaid partner leave.
  - (iii) An employee who has completed at least 5 years continuous service at the time of commencing partner leave is entitled to up to 3 years partner leave, comprising of:
    - A. 2 weeks paid partner leave, and
    - B. 154 weeks unpaid partner leave.
- (b) Taking partner leave
  - (i) Partner leave may commence up to 1 week prior to the expected date of birth or placement of the child (unless the CEO agrees to an alternative arrangement).
  - (ii) Partner leave must not extend beyond the following periods:
    - A. In the case of an employee with less than 12 months continuous service at the time of commencing partner leave, or eligible casual employees: 24 months from the date of birth or placement of the child.

- B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: 3 years from the date of birth or placement of the child.
- (iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to 8 weeks of their total partner leave entitlement in clause 73.10(a) in separate periods, but each block of partner leave must not be less than 2 weeks, unless the CEO agrees otherwise.
- (iv) An employee must comply with the notice and evidence requirements set out in clause 73.13 in order to access partner leave.

*Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 73.10(b)(iii) or the combined parental leave provisions in clause 73.11.*

- (c) Paid partner leave – change in carer responsibilities within certain time period
  - (i) An employee who has completed at least 12 months of continuous service at the time of commencing parental leave (and who is not entitled to combined parental leave under clause 73.11) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:
    - A. the employee’s spouse is the primary caregiver at and immediately following the birth or placement of the child;
    - B. the employee’s spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least 5 years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);
    - C. as a consequence of the employee’s spouse no longer being the primary caregiver, the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child’s physical needs more than anyone else; and
    - D. the employee has complied with the notice and evidence requirements set out in clause 73.13.
  - (ii) The portion of their unpaid partner leave that the employee is entitled to be paid is equivalent to the period between the date on which the employee took over caring responsibilities for the child from employee’s spouse and:
    - A. for employees with at least 12 months but less than 5 years continuous service: 14 weeks from the birth or placement of the child; or

- B. for employees with at least 5 years continuous service: 18 weeks from the birth or placement of the child.

#### 73.11 Combined parental leave

- (a) An NTPS employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave pay scheme) provided that:
  - (i) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to 3 years parental leave;
  - (ii) each employee is eligible for paid parental leave; and
  - (iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.
- (b) Combined parental leave is subject to the following requirements:
  - (i) compliance with the notice and evidence requirements for taking parental leave set out in clause 73.13;
  - (ii) a maximum of 2 interchanges of employees sharing combined parental leave; and
  - (iii) evidence that parental leave will be utilised by both members of the NTPS employee couple.
- (c) For the avoidance of doubt, where an NTPS employee couple combines their paid parental leave entitlements and 1 member of the employee couple takes a period of paid leave as part of the combined paid leave balance, that employee will be paid their ordinary rate of pay for the period of leave.

#### 73.12 Special maternity leave

- (a) An employee who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where the employee's pregnancy ends other than by the birth of a living child.
- (b) Miscarriage – end of a pregnancy during the first 20 weeks of pregnancy
  - (i) In the event of a miscarriage, an employee may access unpaid special maternity leave for such period as a medical practitioner certifies as necessary.
  - (ii) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
  - (iii) An employee may also be eligible for paid compassionate leave in accordance with clause 66.

- (c) Stillbirth – end of a pregnancy after 20 weeks or as otherwise provided in section 77A(2) of the FW Act
- (i) In the event of a stillbirth, an employee may access their primary caregiver parental leave entitlements (clause 73.9) as if the child had been born alive.
- (ii) An employee may also access compassionate leave in accordance with clause 66.

### 73.13 Notice and evidence requirements

- (a) An employee must give the CEO the required notice and evidence in accordance with the below table in order to access parental leave.
- (b) An employee who fails to give the required notice in respect to parental leave will not be in breach of this clause if the failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date, or in other compelling circumstances. In these circumstance the notice and evidence required must be provided as soon as practicable.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
<b>Primary caregiver parental leave (clause 73.9) and partner leave (clause 73.10)</b>			
<b>Intention to take primary caregiver leave or partner leave</b>	10 weeks prior to commencement date of leave	<b>Written notice and evidence</b> that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)	Confirmation that the employee intends to take leave and the proposed start and end dates.
<b>Prior to commencement of the primary caregiver leave or partner leave</b>	4 weeks prior to commencement date of leave	<b>Written notice and evidence</b> that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)  <b>And a statutory declaration</b>	<b>Written notice:</b> confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and <u>if the leave is birth related leave:</u> the date of birth, or expected date of birth of the child; or <u>if the leave is adoption/permanent care order related leave:</u> the day of placement, or the expected placement, of the child.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
			<b>Statutory declaration:</b> if the request is for <u>primary caregiver leave</u> : a statement that the employee will become the primary caregiver at all times while on leave; or if the request is for <u>partner leave</u> : a statement that the employee will have responsibility for the care of the child at all times while on leave.
<b>Pregnancy related illness (clause 73.6)</b>			
<b>All circumstances</b>	As soon as reasonably practicable (which may be a time after the leave has started)	<b>Written notice and a medical certificate</b>	<b>Written notice:</b> the proposed start and end date of the leave <b>Medical certificate:</b> stating the employee is unfit for work for the stated period because of a pregnancy-related illness.
<b>Special maternity leave (clause 73.12)</b>			
<b>Miscarriage or Stillbirth</b>	As soon as reasonably practicable (which may be a time after the leave has started)	<b>Written notice and a medical certificate</b>	<b>Written notice:</b> - the proposed start and end date of the special maternity leave <b>Medical certificate:</b> - stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.
<b>Pre-adoption or permanent care order application leave (clause 73.8).</b>			
<b>All circumstances</b>	As soon as practicable (which may be a time after the leave has started)	<b>Written notice, and at the request of the CEO satisfactory evidence</b> supporting the leave.	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or permanent care order application.
<b>Pre-natal leave (clause 73.5)</b>			



	Timeframe to provide notice	Types of notice required	What must be included in the notice
<b>Per occasion</b>	As soon as reasonably practicable	<b>Written notice</b> , and at the request of the CEO <b>satisfactory evidence</b> supporting the leave.	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

#### 73.14 Keeping in touch days

- (a) During a period of parental leave, the CEO and employee may agree to the employee performing work for the purpose of keeping in touch, in order to facilitate a return to employment at the end of the parental leave.
- (b) The CEO and employee can agree that the employee attend the workplace on up to 10 separate days for the purpose of keeping in touch.
- (c) An employee will be paid their ordinary rate of pay for the days (or part-days) work is performed. If the employee is on paid parental leave at the time, the employee's paid parental leave will be re-credited in respect to the days (or part-days) when work is performed.
- (d) The CEO may approve an amount of keeping in touch days in excess of 10 days.

#### 73.15 Other employment while on parental leave

- (a) Where the CEO agrees, an employee on unpaid parental leave may return to duty for any period with the agency, or another agency, to undertake duties for specified periods during the employee's parental leave.
- (b) Where the CEO agrees, an employee on paid primary caregiver parental leave may return to duty where their child is hospitalised at birth, or following birth, to recommence parental leave at a later date when their child is no longer in hospital. In these circumstances, paid primary caregiver parental leave is deferred until the employee recommences their parental leave.
- (c) Any NTPS employment engaged in by an employee in accordance with this clause will not prevent the employee from re-commencing parental leave, nor will it extend the maximum period of parental leave (paid and unpaid entitlements) the employee is entitled to under this clause.
- (d) An employee may only engage in outside employment while on unpaid parental leave in accordance with the PSEM Act.

#### 73.16 Extending parental leave

- (a) Where the initial period of parental leave is less than 12 months

- (i) An employee who is on an initial period of parental leave of less than 12 months under clause 73.9 or 73.10, is entitled to extend their period of parental leave up to the full 12 month period, provided that:
  - A. The employee notifies the CEO in writing at least 4 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.
- (ii) An employee that has made a request to extend their parental leave in accordance with clause 73.16(a)(i) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:
  - A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible casual employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or
  - B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed 3 years after the date of birth or day of placement of a child.
- (b) Where the initial period of parental leave is more than 12 months
  - (i) An employee who is on an initial period of parental leave of more than 12 months under clause 73.9 or 73.10 and is eligible for up to 3 years parental leave, is entitled to request that their period of parental leave be extended, provided that:
    - A. the employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and
    - B. the new end date of parental leave is not beyond 3 years after the date of birth or day of placement of the child.
  - (ii) The employee is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirements prescribed by clause 73.16(b)(i).
  - (iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 73.19 below.
- (c) For the avoidance of doubt, an employee who has taken 3 years parental leave (i.e., their maximum entitlement) is not entitled to extend their period of parental leave.

#### 73.17 Superannuation contributions during parental leave

- (a) Employer superannuation contributions will be paid for employees during the first 12 months of their parental leave as if they had been at work. The

superannuation contributions will be paid during periods of both paid and unpaid leave.

- (b) For the period of an employee's paid Primary Caregiver Parental Leave or Special Maternity Leave (stillbirth) entitlements, employer superannuation contributions will be paid at double the legislated employer superannuation guarantee rate for the period of their paid parental leave.
- (c) Eligibility
  - (i) An employee must have at least 12 months continuous service at the time of commencing parental leave.
  - (ii) This clause only applies in relation to the following forms of parental leave:
    - A. Primary Caregiver Parental Leave, as per clause 73.9
    - B. Special Maternity Leave (stillbirth), as per clause 73.12(c).
    - C. Clause 73.17(a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 73.17(b) does not apply to Partner Leave, including periods of paid Partner Leave where employee takes over caring responsibilities for their child under clause 73.17(c).
  - (iii) This clause does not apply to casual employees.
- (d) Should the employee elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions under clause 73.17(b) will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

*For example, if an employee utilises 14 weeks of paid parental leave over a period of 28 weeks (i.e., leave taken at half pay), double superannuation contributions under clause 73.17(b) will only be paid for the first 14 weeks. For the remaining 14 weeks of paid parental leave, superannuation contributions will apply as if the employee had been at work.*
- (e) This clause applies subject to superannuation scheme rules.

#### 73.18 Return to work after a period of parental leave

- (a) Returning to work within the first 6 weeks of birth
  - (i) An employee who is the birth giver and elects to return work within the first 6 weeks following the birth of the child must provide a medical certificate stating that the employee is fit for work during that period.

(b) Returning to work early

- (i) During a period of parental leave an employee is entitled to request that they return to work early, provided that the employee makes an application to the CEO in writing at least:
  - A. 4 weeks before the employee's preferred date of return where the employee is on parental leave for a period up to 52 weeks; or
  - B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.
- (ii) The CEO must respond to a request made by an employee under this clause in accordance with clause 73.19 below.

(c) Cancelling leave or returning to work – stillbirth or death of a child

If a child is stillborn, or dies during the 24 month period starting on the child's date of birth, then an employee who is entitled to parental leave in relation to the child may:

- (i) before the period of leave starts, give the CEO written notice cancelling the leave; or
- (ii) if the period of leave has started, give the employer at least 4 weeks written notice that the employee wishes to return to work on a specified day.

(d) Returning to work at the conclusion of parental leave

Prior to the expiration of parental leave, an employee intending to return to work must notify the CEO in writing of their intention to return to work at least:

- (i) 4 weeks before the expiration of parental leave where the employee has been on parental leave for a period of up to 52 weeks; or
- (ii) 12 weeks before the expiration of parental leave where the employee has been on parental leave for a period in excess of 52 weeks.

(e) Returning to work on reduced hours

- (i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to 6 months in order to care for their child.
- (ii) Where an employee makes an election under clause 73.18(e)(i) notification must be given as soon as possible but no less than 8 weeks prior to the date that the employee is due to return to work from parental leave.
- (iii) Part-time employment will be facilitated in accordance with clause 20 (Part-time employment).

- (iv) The CEO must facilitate an election made by an employee under this clause.
- (v) Where the CEO agrees, an employee may continue on reduced hours for a period greater than 6 months.
- (f) Returning to pre-parental leave position
  - (i) An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing parental leave, or if the pre-parental leave position no longer exists, to a position of similar pay and status.
  - (ii) In circumstances where the employee has elected to return to work on reduced hours for up to 6 months in accordance with clause 73.18(e)(i) and the election cannot be accommodated as per clause 73.18(f)(i), the employee is entitled to alternative duties. Whilst undertaking alternative duties, the employee is entitled to their full rate of pay (for the position the employee would otherwise have returned to) for the ordinary hours that the employee works.
  - (iii) In circumstances where the employee was transferred to an appropriate safe job in accordance with clause 73.7, the employee's pre-parental leave position will be the position the employee held prior to the appropriate safe job transfer.
  - (iv) In circumstances where the employee was promoted to a new position while on parental leave, the employee is entitled to return to the new position.

#### 73.19 CEO review of certain employee requests

- (a) This clause applies to an employee's request to:
  - (i) extend parental leave (clause 73.16);
  - (ii) return to work early (clause 73.18(b)(i)); or
  - (iii) reduce their ordinary hours of work for a period greater than 6 months (clause 73.18(e)(v)).
- (b) The CEO will consider an employee's request and respond in writing within 21 days.
- (c) In considering an employee's request, the CEO will have regard to the employee's circumstances. Provided the employee request is genuinely based on the employee's parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in clause 4(ff).
- (d) An employee request and the CEO's response must be recorded in writing.

#### 73.20 General conditions

- (a) Except where otherwise provided in this clause, parental leave is to be taken in a single continuous period.
- (b) Weekends, public holidays, programmed days off and rostered days off

The total period of parental leave an employee is entitled to is inclusive of weekends, public holidays, programmed days off and rostered days off.

- (c) During a period of parental leave an employee may require parental leave for the birth, adoption, or long term care placement of a subsequent child. An employee may elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.

- (d) Parental leave at half pay

- (i) An employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
- (ii) Where an employee utilises half pay parental leave, leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay.

*For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay. In addition, only the first 14 weeks of the half pay period counts for service. See clause 73.20(h)(iii).*

- (iii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave on half pay.

- (e) Access to other leave entitlements while on parental leave

- (i) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
- (ii) Taking other paid leave entitlements in conjunction with unpaid parental leave does not:
  - A. break the continuity of the period of parental leave; or
  - B. extend the maximum period of parental leave an employee is entitled to.

- (f) Consultation and communication during parental leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce a substantial change to the workplace, the CEO will take reasonable steps to:
  - A. make information available to the employee; and

- B. provide the employee an opportunity to discuss any significant effect the change will have on the status, pay, location or responsibility level of the employee's pre-parental leave position.
- (ii) An employee on parental leave must take reasonable steps to inform the CEO about any significant matter that will affect the duration of the parental leave, the employee's intention to return to work or the employee's intention to make a request to work reduced hours in accordance with 73.18(e)
- (g) Replacement employees
  - (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
  - (ii) Before the CEO engages a replacement employee, the CEO must inform that person of the:
    - A. temporary nature of the employment;
    - B. return to work rights of the employee who is being replaced; and
    - C. rights of the CEO to require the employee on parental leave to return to work if the employee ceases to have any responsibility for the care of the child.
- (h) Effect of parental leave on service
  - (i) A period of parental leave does not break an employee's continuity of service.
  - (ii) Any period of paid parental leave will count as service, however where an employee elects paid parental leave at half pay, in accordance with clause 73.20(d) service will only count for a period equal to taking the paid leave at full pay.
  - (iii) A period of unpaid parental leave will not count as service.

#### **74. Long Service Leave**

Long Service Leave will be utilised as detailed in By-law 8 of the PSEM Act.

#### **75. Cultural and Ceremonial Leave**

- 75.1 An employee is entitled to up to 5 days unpaid cultural leave for cultural and ceremonial obligations each 12 months for the purposes of undertaking their cultural or ceremonial obligations for the community or group to which the employee belongs.
- 75.2 The CEO may, on application, grant leave subject to clauses 75.4 and 75.5.

75.3 The CEO will have regard for an employee's cultural or ceremonial obligations, and may grant a further period of unpaid cultural and ceremonial leave.

75.4 Notice Requirements

(a) An employee must make all reasonable efforts to advise the CEO as soon as reasonably practicable of the period or expected period of the cultural or ceremonial leave.

(b) Notice should minimise the impact on the department's operations.

75.5 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.

75.6 Alternatively, an employee may access their paid recreation leave or long service leave entitlements for the purpose of undertaking cultural or ceremonial obligations.

*Note: Access to long service leave entitlements is subject to the minimum period set out in By-law 8.*

75.7 Periods of unpaid cultural or ceremonial leave will not count for service for any purpose.

**76. NAIDOC Week**

76.1 Employees may utilise time off in lieu of overtime (TOIL), flextime credits or other flexible working arrangements to attend and participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities (e.g., NAIDOC March).

76.2 An employee must seek prior approval from their manager to utilise TOIL, flextime credits or other flexible working arrangements. Such requests should be supported, subject to an agency's operational requirements.

76.3 An employee who does not have access to TOIL, flextime or other flexible working arrangements may be granted paid leave. Subject to operational requirements, the CEO may approve up to 3 hours per year of paid leave to facilitate the employee's attendance at NAIDOC week activities.

**77. Kinship Obligation Leave**

77.1 An Australian First Nation's employee may take up to 5 days paid kinship obligation leave each year for the purpose of attending Sorry Business or related purposes. Sorry Business refers to cultural practices and protocols undertaken after someone's passing.

77.2 For the purposes of this clause, 'kinship' means:

Australian First Nations kinship where there is a connection, relationship or obligation under the customs, traditions or cultures of the communities, groups, or families to which the employee belongs.

77.3 The leave is in addition to any other leave available to the employee under this Agreement and may be taken in broken periods and at half pay.

77.4 Where an employee utilises an amount of kinship obligation leave at half pay:



- (a) Leave entitlements will accrue as if the employee had utilised the amount of kinship obligation leave at full pay.

*For example, if an employee utilises 2 days of kinship obligation leave over a period of 4 days at half pay, all leave entitlements will accrue over the first 2 days of leave, as if the employee was on kinship obligation leave with full pay, and no leave entitlements will accrue over the final 2 days of kinship obligation leave on half pay.*

- (b) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.

77.5 The leave does not accrue progressively or accumulate from year to year and there is no residual entitlement to be paid on cessation of employment.

77.6 Notice requirements

- (a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
- (b) The CEO may require an employee to produce evidence that would satisfy a reasonable person of the need for kinship obligation leave.

## **78. Domestic, Family and Sexual Violence Leave**

78.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees affected by domestic and family violence, or sexual violence. Support measures for employees include leave with pay, flexible work options and access to an Employee Assistance Program (EAP) for domestic, and family violence or sexual violence purposes. Additional support may be available to these employees through their agency.

78.2 Leave with pay is available to an employee who is experiencing domestic or family violence, or sexual violence and who requires time off for reasons including, but not limited to:

- (a) seeking safe accommodation;
- (b) attending court hearings and police appointments;
- (c) accessing legal advice;
- (d) organising alternative care or education arrangements for the employee's children; or
- (e) other related purposes approved by the CEO.

78.3 Domestic and family violence, and sexual violence leave is in addition to other leave entitlements and counts as service for all purposes.

78.4 Applications for leave will be dealt with confidentially and sensitively. Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.

78.5 Reasonable adjustments should be considered to ensure the individual's safety in the workplace (e.g., different work locations, removal of phone listing or changes to NTG email address).

## **79. Foster and Kinship Carers Leave**

79.1 Foster and Kinship Carers leave is available to an employee for the purpose of:

- (a) providing temporary care to a child of up to 18 years of age who is in authorised care (Carer Placement Leave); and
- (b) undertaking mandatory training and assessments associated with being a foster carer or a kinship carer (Carer Assessment and Training Leave).

79.2 Carer Placement Leave

- (a) An employee may access Carer Placement Leave where the employee is:
  - (i) an authorised foster carer or kinship carer with the department responsible for children under the care of the Chief Executive Officer administering the Care and Protection of Children Act 2007; and
  - (ii) entering into a care arrangement for a child who is under the care of the Chief Executive Officer administering the Care and Protection of Children Act 2007.
- (b) Carer Placement Leave is available on commencing the placement of a child/ children into the employee's care for the first time, to help carers and children settle. It does not apply where there is an entitlement to parental leave.
- (c) Carer Placement Leave entitlements include up to 10 days of paid leave and up to 10 days of unpaid leave per calendar year. Leave can be taken in single days or multiple days.

79.3 Carer Assessment and Training Leave

- (a) An employee may access up to 5 days paid Carer Assessment and Training Leave per calendar year.
- (b) The employee must be an authorised foster carer or kinship carer, or undertaking assessment and training to become an authorised foster carer or kinship carer, with the department responsible for children under the care of the Chief Executive Officer administering the Care and Protection of Children Act 2007.

79.4 Notice and evidence Requirements

- (a) An employee must provide the CEO with notice of the taking of Foster and Kinship Carers leave as soon as practicable, and must advise of the period, or expected period, of the leave.
- (b) Carer Assessment and Training Leave should be taken at a time that is agreed with the CEO.

- (c) An employee must provide the CEO with documentation from the department responsible for children in authorised care, supporting their eligibility for leave.
- 79.5 Authorised foster carers and kinship carers may also be eligible for other types of leave to support a child in their care. These leave arrangements are detailed in other provisions within this Agreement and include:
  - (a) personal leave – refer to clause 69;
  - (b) compassionate leave- refer to clause 66;
  - (c) permanent care order application leave – refer to clause 73.8;
  - (d) parental leave, including primary caregiver parental leave and partner leave – refer to clause 73.

## **80. Leave to Attend Industrial Proceedings**

- 80.1 An employee required by summons or subpoena to attend industrial proceedings, or to give evidence in proceedings affecting the employee will be granted paid leave.
- 80.2 Leave to attend industrial proceedings counts as service for all purposes.

## **81. Leave to Attend Arbitration Business**

- 81.1 The CEO may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions:
  - (a) leave will not be granted to more than 2 employees who are representatives of an organisation at the 1 time in respect of any 1 such proceeding;
  - (b) leave to conduct a case will be with full pay;
  - (c) leave for preparation of a case will be without pay and will not exceed 3 months in any 12 months.
- 81.2 Paid leave granted under this clause will count as service for all purposes.
- 81.3 Unpaid leave granted under this clause will not count as service but does not break continuity of service for long service leave purposes.

## **82. Release for Jury Service**

- 82.1 An employee required to attend for jury service (including attendance for jury selection) under a law of the Commonwealth, a State or a Territory is entitled to be absent from their employment for the period of the jury service, including:
  - (a) the time when the employee engages in jury service;
  - (b) reasonable travelling time associated with jury service;
  - (c) reasonable rest time immediately following jury service.
- 82.2 Notice and evidence Requirements

- (a) An employee required to attend for jury service must provide the CEO with notice of the absence as soon as practicable (which may be a time after the absence has started). The notice must advise the CEO of the period, or expected period, of the absence.
- (b) The CEO may require the employee to provide evidence that would satisfy a reasonable person that the absence is because the employee has been, or will be, engaging in jury service.

#### 82.3 Jury service during paid leave

If the period during which an employee takes paid leave includes a period of absence on jury service, the employee is taken not to be on paid leave for the period of that absence.

#### 82.4 Payments during jury service

- (a) The CEO will release the employee on jury service without deduction from pay or leave credits.
- (b) Payments for jury service (e.g., jury service fees) will be in accordance with the Juries Act 1962.

*Note: In accordance with regulation 8 of the Juries Regulations 1983, where the CEO releases an employee for jury service without deduction from pay or leave credits, that employee is taken to have received payment.*

### 83. Release to Attend as a Witness

- 83.1 Where an employee is subpoenaed or called as a witness for the Crown to give evidence under a law of the Commonwealth or the Territory, the CEO will release the employee from duty, without deduction from pay or accrued leave entitlements, during the period necessary to attend.
- 83.2 Where an employee is subpoenaed to give evidence in relation to his or her duties or former duties in the Northern Territory Public Sector, the CEO will release the employee from duty and may grant such release without deduction from pay or accrued leave entitlements during the period necessary to attend.
- 83.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clauses 83.1 and 83.2, the employee will be granted:
  - (a) leave without pay; or
  - (b) recreation leave;
  - (c) and any fees or allowances received as a result of the attendance may be retained by the employee.

### 84. Leave to Engage in Voluntary Emergency Management Activities

- 84.1 The CEO may grant leave with pay to an employee:

- (a) who is a member of a volunteer emergency service unit or fire brigade and is required to attend operational exercises (including training) or to participate in an emergency operation conducted by:
    - (i) Northern Territory Emergency Service within the meaning of the Emergency Management Act 2013;
    - (ii) Bushfires NT/ Bushfires brigade/ the Bushfires Council or a Regional Committee within the meaning of the Bushfires Management Act 2016; or
    - (iii) the auxiliary or volunteer members of the Northern Territory Fire and Rescue Service.
  - (b) who engages in community service necessarily rendered following a natural disaster, subject to any limitations imposed by the CEO.
- 84.2 Leave granted with pay may include reasonable rest time immediately following the activity.
- 84.3 Notice and evidence requirements
- (a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the absence has started) and must advise of the period, or expected period, of the absence.
- 84.4 The CEO may require an employee to provide evidence that would satisfy a reasonable person that the leave taken, or to be taken, is for 1 of the reasons set out in this clause.
- 85. Special Leave Without Pay**
- 85.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.
- 85.2 Special leave without pay is not available for the purpose of engaging in employment outside the NTPS, except where approval has been given under section 61 of the PSEM Act.
- 85.3 Special leave without pay will not count as service for any purpose.
- 85.4 An employee will not be permitted access to accrued entitlements, or any condition of service during a period of special leave without pay.

## **PART 9 – OTHER**

### **86. Business Planning Framework (“BPF”)**

- 86.1 The BPF is the mandated workload management tool for nurses and midwives in NT Health.
- 86.2 The BPF is a reference and education resource to assist nurses and midwives with the process of determining nursing and midwifery human resource requirements (supply) in the context of the demands placed on the service (demand).

- 86.3 The aim of the BPF is to provide a framework to assist nurses and midwives to undertake business planning and develop workload management strategies for their services.
- 86.4 The BPF guides the user to analyse a nursing/midwifery service, determine the nursing or midwifery workloads based on service demand and to evaluate the performance of the nursing or midwifery service.
- 86.5 The outcome of the BPF process is the development of a business plan that enables the effective management of nursing and midwifery resources and workloads in a service. The BPF can be used to inform a health service's operational plan.
- 86.6 The operation of the BPF must be reviewed in consultation with the ANMF-NT. This review will include review of the workloads of midwives in the context of consideration of the counting of babies in maternity awards.
- 86.7 Business planning and or review of the BPF is undertaken annually in alignment with the financial year.

**87. Review of Staffing Management Model – Safe Workloads**

- 87.1 The department will review the Nursing Hours per Patient Day (NHPPD) staffing model, in consultation with the union, to compare the model to national and international best practice to adequately manage safe workloads for nurses and midwives.
- 87.2 The review will aim to:
- identify an appropriate evidence based staffing workload management tool for the department's nursing and midwifery service;
  - develop strategies to monitor and review the model; and
  - other matters as agreed between the parties.

**88. Approval to Select Without Advertising Nurse Practitioner Progression Scheme**

- 88.1 The Chief Executive Officer of the Department, or their delegate, has the authority to be able to select without advertising an employee to perform duties of a Nurse Practitioner (N6), or a Nurse Practitioner Candidate (N5), as recognised under section 95 of the Health Practitioner Regulation National Law 2009 for a period exceeding 6 months, for the designations of Nurse 5 or Nurse 6, in accordance with the following conditions:
- (a) The Chief Executive Officer may identify appropriate positions within the Nurse classifications for the progression scheme, and
  - (b) The designation must exist at the Nurse 5 and Nurse 6 classifications (dual classified) and have been evaluated through the appropriate job evaluation processes. This is achieved through 2 job evaluations and job descriptions, at both the Nurse 5 and Nurse 6 classifications, being held against 1 position number, and
- 88.2 This scheme is not to apply where:
- (a) the duties have been evaluated at only 1 classification, and

- (b) the incumbent of the position is not a registered nurse with Nursing and Midwife Board of Australia (NMBA) endorsement and recognised as a Nurse Practitioner, or
  - (c) the incumbent of the position is not a registered nurse working towards NMBA endorsement for recognition as a Nurse Practitioner.
- 88.3 Employment at the Nurse 5 classification (Nurse Practitioner candidate) will be for a fixed period of up to 2 years and the incumbent must be a registered nurse working towards NMBA endorsement, in order to be recognised as a Nurse Practitioner.
- 88.4 Appointment at the Nurse 6 classification (Nurse Practitioner) may only be granted once a registered nurse has received NMBA endorsement and is recognised as a Nurse Practitioner.
- 88.5 Where a vacancy occurs at the Nurse 6 classification, the Chief Executive Officer, or their delegate, may advertise the position at both classifications (i.e., Nurse 5 and Nurse 6).
- 88.6 The Department of Health must develop assessment procedures based on the Northern Territory Public Sector Recruitment and Selection Policy and Merit Selection.
- 88.7 Employees will be required to provide evidence of NMBA endorsement and recognition as a Nurse Practitioner.
- 88.8 Progression to the Nurse 6 classification will take effect from the date the Chief Executive Officer, or their delegate, approves the promotion.
- 88.9 The Chief Executive Officer of the Department of Health, or their delegate, also has the authority to direct that the appointment or promotion of a person is notified as required by section 30(2) of the Act

## **89. Approval to Select Without Advertising Remote Area Nurse 3**

- 89.1 The Chief Executive Officer of the Department, or their delegate, has the authority to be able to select without advertising an employee to perform the duties of a Remote Area Nurse (Nurse 3) for a period exceeding 6 months in accordance with Public Sector Instrument Number 1127.

## **90. Public Holidays**

- 90.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.
- 90.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act* (NT).
- 90.3 An employee will observe any day proclaimed or gazetted to be a public holiday and will be paid salary as if those days were not public holidays.
- 90.4 A part-time employee will receive payment for a public holiday which falls on a day normally worked by the employee as part of the employee's agreed hours of duty.
- 90.5 An employee may be required to work on any public holiday.

## **91. Redeployment and Redundancy**

- 91.1 Redeployment and redundancy entitlements applicable to employees are set out in Schedule 2.

### *Transfer of Employment*

- 91.2 The provisions of Schedule 2 Northern Territory Public Sector Redeployment and Redundancy Entitlements do not apply in transfer of business or transfer of employment situations where work of the employer is transferred or outsourced to another employer and the employee is offered employment with the second employer to perform the same or substantially similar work.
- 91.3 The National Employment Standard of the FW Act contains minimum entitlements relating to redundancy pay, including in transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:
- (a) the second employer recognises the employee's service with the first employer; or
  - (b) the employee rejects an offer of employment made by the second employer that:
    - (i) is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before termination; and
    - (ii) recognises the employee's service with the first employer,
- unless the FWC is satisfied that this would operate unfairly to the employee who rejected the offer, in which case, upon application, the FWC may order the first employer to pay the employee a specified amount of redundancy pay.

## **92. Grievance and Dispute Resolution Training**

- 92.1 Leave of absence will be granted to an employee to attend short training courses or seminars on the following conditions:
- (a) that departmental operating requirements permit the grant of leave; and
  - (b) that the scope, content and level of the short course or seminar are directed to a better understanding of grievance handling and dispute resolution.
- 92.2 Leave granted under clause 92.1 will be with full pay at ordinary time, excluding shift, penalty, or overtime payments, and will count as service for all purposes.

## **93. Integrity of Payments**

- 93.1 The employer endeavours to ensure that all employees are paid their entitlements correctly and on time. However, from time to time employees may be either overpaid or underpaid. In either case, the parties agree that an incorrect payment of entitlements should be corrected as soon as reasonably practicable.



### 93.2 Recovery of overpayments

- (a) Overpayments made to an employee will be recovered in accordance with regulation 5 of the Financial Management Regulations 1995. This clause provides a summary of the requirements under the regulations.
- (b) The employee will be given written details of the overpayment and the amount proposed to be deducted or withheld. The employee will be provided a reasonable opportunity to propose an alternative arrangement to repay the overpayment.
- (c) The CEO may enter into an alternative arrangement with the employee to repay the overpayment if it is reasonable in the circumstances, the risk of not recovering the overpayment is low, and the arrangement will not result in any added costs.
- (d) On the cessation of an employee's employment, any amount or entitlement due to the person must be first used to repay the overpayment.

### 93.3 Rectification of underpayments

The employer will rectify an underpayment (including any applicable superannuation) to an employee as soon as reasonably practicable.

## Schedule 1 Classification Descriptions

### 1.1. General

- 1.1.1 Subject to clause 1.1.2, assessment of the appropriate classification level will be in accordance with the overall role descriptions set out below which are to be read in conjunction with the Northern Territory Nursing and Midwifery Career Pathway. For the avoidance of doubt, the Northern Territory Nursing and Midwifery Career Pathway is not incorporated into this Agreement.

*(Details on the career pathway are available at: <https://health.nt.gov.au/professionals/nursing-and-midwifery/career-pathway/career-pathway-streams-and-steps>)*

- 1.1.2 Where there are specialist duties or unique characteristics attributable to a position above Nurse 2 that do not conform to the Northern Territory Nursing and Midwifery Career Pathway, the classification will be determined by assessment under the Work Evaluation System for nursing and midwifery professionals as determined by the Commissioner.
- 1.1.3 The Northern Territory Nursing and Midwifery Career Pathway has 4 streams: clinical; management; education and research. The pathway provides clear expectations for each classification level with an overall role description, outline of role and responsibilities in the domains of clinical care, support of systems, education, research, and leadership, along with the qualifications and experience expected at each classification level. The pathway recognises that most positions, regardless of whether the work is undertaken in a clinical or non-clinical setting, will include an element of each of the 5 domains, with domain specific roles having a greater focus in that domain. The descriptions below set out the overall role description for each classification level.

### 1.2. Clinical Stream

#### 1.2.1 RUSON/M

Registered Undergraduate Student of Nursing or Midwifery.

Second or third year student nurse or midwife employed as a health care worker who provides aspects of nursing/midwifery care under the direct supervision of the Registered Nurse/Midwife.

#### 1.2.2 Nurse 1 (N1)

Enrolled Nurse.

Provides person-centred nursing care under the direct or indirect supervision of the Registered Nurse/Midwife in line with registration requirements, NMBA standards for practice, relevant legislation, and organisational policy and guidelines.

#### 1.2.3 Nurse 1 Advanced Practice

Enrolled Nurse.

Provides person-centred nursing care under the direct or indirect supervision of the Registered Nurse/Midwife in line with registration requirements, NMBA standards for

practice, relevant legislation, and organisational policy and guidelines. Supervision is more indirect than direct.

1.2.4 Nurse 2 (N2)

Registered Nurse or Registered Midwife.

Provides person-centred nursing/midwifery care in line with registration requirements, NMBA standards for practice, relevant legislation, and organisational policy, procedures, and guidelines. Accountable and responsible for own actions and for monitoring and evaluating activities delegated to nursing/midwifery students, ENs, RUSON/Ms, and other healthcare workers.

1.2.5 Nurse 3 (N3)

Clinical Nurse or Clinical Midwife.

Provides person-centred nursing/midwifery care in line with registration requirements, NMBA standards for practice, relevant legislation, and organisational policy, procedures, and guidelines. Advanced level of nursing knowledge and skills in practice area. Provides a resource to other members of staff within a designated portfolio, e.g., shift management, education, safety, and quality. Accountable and responsible for own actions and for monitoring and evaluating activities delegated to nursing/midwifery students, ENs, RUSON/Ms, and other healthcare workers.

1.2.6 Nurse 4 (N4)

Nurse Specialist or Midwife Specialist.

Provides specialised clinical knowledge and/or skills in 1 of the domains - clinical care, education, management, or research. Accountable for providing sound professional advice and for assessment, planning, review, evaluation, and coordination of comprehensive client care and/or designated service program.

1.2.7 Nurse 5 (N5)

Nurse Coordinator or Midwife Coordinator or Nurse Practitioner Candidate.

Demonstrates a high level of proficiency and specialised skillset in practice area and domain. Operates with substantial autonomy in providing services within the defined practice area. Accountable for providing sound professional advice critical in dealing with significant issues related to assessment, planning, review, evaluation, and coordination of comprehensive client care and/or programs within the defined practice area.

1.2.8 Nurse 6 (N6)

Nurse Consultant or Midwife Consultant or Nurse Practitioner.

Uses expert professional knowledge and experience to lead the coordination of clinical care or coordinate service delivery within the defined practice area.

1.2.9 Nurse 7 (N7)

Director of Nursing/Midwifery or Nurse/Midwife Advisor.

Uses expert professional knowledge and experience to strategically lead and manage services for a defined number of practice areas, which may span 1 or more facilities.

1.2.10 Nurse 8 (N8)

Senior Director of Nursing/Midwifery or Executive Director of Nursing/Midwifery or Senior Nursing/Midwifery Advisor.

Uses expert professional knowledge and experience to strategically lead and manage services across a health service. Accountable for governance of nursing/midwifery professional practice.

## Schedule 2 Northern Territory Public Sector Redeployment and Redundancy Provisions

### 2.1 Definitions

For the purposes of these provisions:

- (a) **potentially surplus employee** means an employee who has been declared by the CEO to be potentially surplus to the requirements of the agency under section 41 of the PSEM Act;
- (b) **service** means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transferee as defined in accordance with By-law 45.1 of the PSEM Act;
- (c) **Suitable employment** means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities;
- (d) **union** means a trade union as defined in FW Act and which is covered by this Agreement.

### 2.2 Consulting Relevant Unions

**2.2.1** The CEO will make reasonable attempts to establish whether a potentially surplus employee is a union member and where union membership is established, must:

- (a) notify the relevant union of the potentially surplus situation and the name of the employee; and
- (b) invite the union to meet with an agency representative in relation to the situation.

**2.2.2** The employer or the CEO or both will provide the relevant union with the number of potentially surplus employees, the agency, and their designation.

### 2.3 Finding of Other Suitable Employment

**2.3.1** The employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.

**2.3.2** In addition to any other action the employer or the CEO or both may have taken in the period before notice is given in accordance with clause 2.4 and 2.5 the employer and the CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

**2.3.3** Where other suitable employment for a potentially surplus employee or a surplus employee is identified, the employee will be transferred. Where the transfer is to a lower level designation and salary, the written consent of the employee is required and the income maintenance provisions of clause 2.6.3 apply.

## **2.4 Voluntary Retrenchment**

- 2.4.1** Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.
- 2.4.2** The surplus employee will have up to 7 days from the date of a written offer of voluntary retrenchment to consider and accept the offer.
- 2.4.3** Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of 4 weeks notice from the date that the offer is accepted, or 5 weeks notice if the employee is over the age of 45 years.
- 2.4.4** The surplus employee may be retrenched in accordance with this clause at any time within the period of notice under clause 2.4.3, at the direction of the CEO or the request of the employee, in which case the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.
- 2.4.5** A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following amounts including, where applicable, Northern Territory Allowance:
- (a) for an employee with at least 1 year but less than 2 years: 4 weeks salary;
  - (b) for an employee with at least 2 years service, but less than 3 years service: 6 weeks salary;
  - (c) for an employee with between 3 and 3 and a half years service: 7 weeks salary;
  - (d) for an employee with greater than 3 and a half years service: 2 weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.
- 2.4.6** For the purpose of calculating payment under clause 2.4.5:
- (a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that the employee is a surplus employee, the salary level is the employee's salary in their higher designation at the date of notification;
  - (b) where an employee has been paid a loading for shiftwork for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period will be counted as part of "a weeks salary".
- 2.4.7** The inclusion of other allowances which are in the nature of salary specified in clause 2.4.6 will be at the discretion of the Commissioner.
- 2.4.8** The entitlement under:
- (a) clause 2.4.3 constitutes notice for the purpose of section 117 of the FW Act; and
  - (b) clause 2.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.

- 2.4.9** All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- 2.4.10** Subject to clause 2.4.11 a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.
- 2.4.11** A surplus employee who has a leave airfare entitlement in accordance with By-law 33 or 47, is entitled to the use of or payment equivalent to 1 accrued airfare entitlement for the employee and their recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 2.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

## **2.5 Notice of Redundancy**

- 2.5.1** A surplus employee cannot be given notice under this clause unless the employee has:
- (a) been offered a voluntary retrenchment and has declined that offer; or
  - (b) has requested a voluntary retrenchment and the employer has refused the request.
- 2.5.2** Subject to clause 2.5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:
- (a) the employee is entitled to 26 weeks formal notice of redundancy; or
  - (b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.
- 2.5.3** In addition to notice of redundancy under clause 2.5.2, a surplus employee must be given 4 weeks formal notice (or 5 weeks if the employee is over 45 years) where the relevant period of notice under clause 2.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.
- 2.5.4** The period of notice under clause 2.5.3 constitutes notice for the purposes of section 117 of the FW Act.
- 2.5.5** The period of notice under clause 2.5.3 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

*For example: A 50 year old employee with 4 years service has been given notice of redundancy. The employee will receive a total redundancy entitlement of 52 weeks, comprising 44 weeks notice of redundancy and the NES entitlement to 8 weeks redundancy pay which will be paid on termination.*

- 2.5.6** In accordance with clause 2.2, during the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.
- 2.5.7** With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 2.5.2 or 2.5.3 may request that the termination occur before

the expiry date of the notice period. The date requested then becomes the date of termination of employment.

- 2.5.8** Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses 2.5.2 and 2.5.3.
- 2.5.9** A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 2.5.2 and 2.5.3 being invoked, is not entitled to receive a greater payment under clause 2.5.8 than the employee would have been entitled to receive had the employee been voluntarily retrenched.
- 2.5.10** For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 2.5.2 or 2.5.3 is entitled:
- (a) to reasonable leave with full pay; and
  - (b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

## **2.6 Transfer to Other Suitable Employment**

- 2.6.1** A potentially surplus employee or a surplus employee is entitled to 4 weeks notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the 4 week notice period.
- 2.6.2** A potentially surplus employee or surplus employee is entitled to all reasonable expenses associated with moving the employee's household to a new location if, in the opinion of the employer, the transfer is necessary to enable the employee to take up suitable employment.
- 2.6.3** Where a potentially surplus employee or surplus employee is transferred to a lower designation and salary, the employee will be entitled to income maintenance payments as follows:
- (a) where the period of notice of redundancy has already been invoked, the greater of:
    - (i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause 2.5.2; or
    - (ii) 4 weeks; or
  - (b) where the period of notice of redundancy has not been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 2.5.2.
- 2.6.4** Income maintenance payments are calculated as follows:
- (a) an amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or



- (b) where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which the employee received notice of the transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.

**2.6.5** The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause 2.6.4(b) is at the discretion of the employer.

**2.6.6** An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses or expenses experienced or incurred by reason of the employee's transfer which in the opinion of the employer were brought about by the transfer.

## **2.7 Use of Accrued Personal Leave**

**2.7.1** Subject to clause 2.7.2 the periods of notice under clauses 2.5.2 and 2.5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.

**2.7.2** For the purposes of an employee entitled to income maintenance under clause 2.6.3, the total extension permitted under clause 2.7.1 is capped at 6 months.

*Example: A 50 year old employee with 10 years service receives notice of redundancy under clause 2.5.2(b). Ten weeks into the 52 week period of notice, the employee is transferred to a position of a lower designation and salary. The employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period the employee takes 4 weeks certified personal leave with the result that the total period of income maintenance ends up being 46 weeks.*

## **2.8 Right of Review**

**2.8.1** A surplus employee will have a right of review to the Commissioner against any administrative decision made in relation to the employee's eligibility for benefits under these provisions or in relation to the amount of those benefits.

**2.8.2** This right does not affect the employee's rights under the FW Act.

## **2.9 Substitution or Other Provisions**

**2.9.1** Where the employer and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to a potentially surplus employee or a surplus employee which are in addition to or in substitution for, any or all of the provisions prescribed in this Schedule.

## **2.10 Exemption**

**2.10.1** These provisions do not apply to fixed period or casual employees unless otherwise approved by the employer.

## Schedule 3 Salary Rates and Allowances

**TABLE 1: ANNUAL RATES OF PAY** (See Schedule 1 for classification descriptions)

Classification	Old Salary Rates Effective 19.08.2021 \$	Salary Rates Effective 09.08.2022 \$	Salary Rates Effective 22.08.2023 \$	Salary Rates Effective 20.08.2024 \$	Salary Rates Effective 19.08.2025 \$
EN in Training 75%	47554	48981	50450	51964	53523
<b>Nurse 1 (Enrolled Nurse)</b>					
1.1	63402	65304	67263	69281	71359
1.2	65364	67325	69345	71425	73568
1.3	67395	69417	71500	73645	75854
1.4	69483	71567	73714	75925	78203
1.5	71670	73820	76035	78316	80665
1.6		74565	76802	79106	81479
Nurse 1 Advanced Practice	73501	75706	77977	80316	82725
Nurse 1 Advanced Practice (Year 2)		76470	78764	81127	83561
RN in Training 75%	53754	55367	57028	58739	60501
<b>Nurse 2 (Registered Nurse / Registered Midwife)</b>					
2.1	71670	73820	76035	78316	80665
2.2	75528	77794	80128	82532	85008
2.3	79386	81768	84221	86748	89350
2.4	83246	85743	88315	90964	93693
2.5	87742	90374	93085	95878	98754
2.6	91117	93851	96667	99567	102554
2.7	94821	97666	100596	103614	106722
2.8		98652	101612	104660	107800
<b>Nurse 3 (Registered Nurse / Registered Midwife)</b>					
3.1	98777	101740	104792	107936	111174
3.2	102731	105813	108987	112257	115625
3.3	105538	108704	111965	115324	118784
3.4		109802	113096	116489	119984
<b>Nurse 4 (Registered Nurse / Registered Midwife)</b>					
4.1	109921	113219	116616	120114	123717
4.2	113769	117182	120697	124318	128048
4.3	118093	121636	125285	129044	132915
4.4		122864	126550	130347	134257
<b>Nurse 5 (Registered Nurse / Registered Midwife)</b>					
5.1	121044	124675	128415	132267	136235
5.2	126127	129911	133808	137822	141957
5.3		131223	135160	139215	143391

Nurse 6 (Registered Nurse / Registered Midwife / Nurse Practitioner)					
6.1	133064	137056	141168	145403	149765
6.2	138388	142540	146816	151220	155757
6.3		143979	148298	152747	157329
Nurse 7 (Registered Nurse / Registered Midwife)					
7.1	149484	153969	158588	163346	168246
7.2	154845	159490	164275	169203	174279
7.3		161101	165934	170912	176039
Nurse 8 (Registered Nurse / Registered Midwife)					
8.1	161022	165853	170829	175954	181233
8.2	166418	171411	176553	181850	187306
8.3		173141	178335	183685	189196

**TABLE 2: RUSON/RUSOM PAY RATES – Fixed Period Employees**

RUSON & RUSOM	Annual salary rates (August 2021)	Rates Effective 09.08.2022	Rates Effective 22.08.2023	Rates Effective 20.08.2024	Rates Effective 19.08.2025
RUSON & RUSOM (2 <sup>nd</sup> year student)	\$53,478	\$55,082	\$56,735	\$58,437	\$60,190
RUSON & RUSOM (3 <sup>rd</sup> year student)	\$56,292	\$57,981	\$59,720	\$61,512	\$63,357

**TABLE 3 – RUSON/RUSOM PAY RATES - Casual Employees**

RUSON & RUSOM	Hourly salary rates (August 2021)	Rates Effective 09.08.2022	Rates Effective 22.08.2023	Rates Effective 20.08.2024	Rates Effective 19.08.2025
RUSON & RUSOM (2 <sup>nd</sup> year student)	\$26.98	\$27.79	\$28.62	\$29.48	\$30.37
RUSON & RUSOM (3 <sup>rd</sup> year student)	\$28.40	\$29.25	\$30.13	\$31.03	\$31.96

*Note: The casual employee pay rates are inclusive of a 22% casual loading. The casual loading is in lieu of personal leave and recreation leave entitlements. The Casual loading will not be used to increase the hourly rate for payment of overtime or shift work penalties.*

**TABLE 4 – INCOME RELATED ALLOWANCES**

		Rates	Rates	Rates	Rates	Rates	Rates
Allowance	Clause	Payable	Effective 01.01.2022	Effective 09.08.2022	Effective 01.01.2023	Effective 01.01.2024	Effective 01.01.2025
On-call	50.8 (a) (i) A					According to CPI  *The on-call rates provided in Table 4 include the \$1 increase.	
Hourly		Per hour	3.33	4.33	4.63		
Night Rate		Per night	53.20	69.2	73.98		
Day/Night Rate		Per day/night	79.70	103.7	110.86		
For Katherine/Gove District Hospital Operating theatre employees							
Monday to Friday	50.8(a)( i)A	Per hour	4.12	5.12	5.48	According to CPI	
Midnight Friday to Midnight Sunday and Public Holidays		Per hour	5.31	6.31	6.75		
Exemplary Practice Allowance (EP)	Clause	Rates Payable	Annual Rate Effective 20.08.2022	Annual Rate Effective 20.08.2023	Annual Rate Effective 20.08.2024	Annual Rate Effective 20.08.2025	
Exemplary Practice Category 1							
N1– 6% of 4 <sup>th</sup> salary point	30		4294		4423	4556	4692
N2 - 6% of N2 4 <sup>th</sup> salary point	30		5145		5299	5458	5622
N4 – Remote Area Nurse - 6% of N2 4 <sup>th</sup> salary point	30		5145		5299	5458	5622
Exemplary Practice Category 2							
N2 – 13% of the N2 4 <sup>th</sup> salary point	30		11147		11481	11825	12181
N4 – Remote Area Nurse - 13% of the N2 4 <sup>th</sup> salary point	30		11147		11481	11825	12181
Post Graduate Qualification Allowance	31	Fortnightly					
N1 (course of study is >6 months or 120 hours) 4% of N1 maximum Salary point			2982		3072	3164	3259
N2-8 (conversion degree or Graduate Certificate) 4% of N2 maximum salary point			3946		4065	4186	4312

N2-8 (Graduate Diploma) 4.5% of N2 maximum salary point			4439		4573	4710	4851
N2-8 (Master's Degree or Doctorate) 5.5% of N2 maximum salary point			5426		5589	5757	5929
<b>Allowance</b>	<b>Clause</b>	<b>Payable</b>					
<b>Accident Allowance</b>	36	fortnightly			<i>According to employee's salary – see clause 36</i>		
<b>Ambulance Duty</b>	35				<i>Rates (ordinary time or overtime) – see clause 35</i>		
<b>Higher Duties Allowance</b>	27	fortnightly			Qualifying periods apply: N3 or below – 1 shift (see clause 27.2(c)) N4 or above – HDA will not be paid for any period less than 1 week (see clause 27.2(d))		
<b>Shift Responsibility Allowance</b>	28	per shift			<i>Applies where no N3 to N6 rostered in charge of hospital ward, and where N2 undertakes shift management responsibility for &gt;5 hours in hospital ward – Paid at the salary rate of N3.1, including shift penalties where applicable.</i>		

**TABLE 5 – EXPENSE RELATED ALLOWANCES**

	Clause	Payable		Rate Effective 01.01.2022	Rate Effective 01.01.2023	Rate Effective 01.01.2024	Rate Effective 01.01.2025	
Meal Allowance*	33	per occasion		23	24.60	According to CPI		
Remote Locality Electricity Subsidy*	56	per annum						
Employee Single Rate								
Special Category				738	790			
Category 1				1475	1578	According to CPI		
Category 2				2215	2370			
Category 3				2955	3162			
Employee with dependents/after hours rate								
Special Category				923	988			
Category 1				1847	1976	According to CPI		
Category 2				2769	2963			
Category 3				3694	3953			
Uniform Allowance			Clause	Payable	Rate Effective 09.08.2022	Rate Effective 09.08.2023	Rate Effective 09.08.2024	Rate Effective 09.08.2025
			34	Per annum	542	559	575	592
Professional Development Allowance								

Reimbursement payment	Clause	Payable	Rate Effective 01.09.2022	Rate Effective 01.09.2023	Rate Effective 01.09.2024	Rate Effective 01.09.2025
1-2 years service 2 years or more service	32	per annum	713	735	756	779
			2136	2200	2265	2334
Upfront fixed payment			Rate Effective 01.09.2022	Rate Effective 01.09.2023	Rate Effective 01.09.2024	Rate Effective 01.09.2025
Qualifying employee	32	Per annum	1666	1666	1666	1666

*Rates effective from first full pay period on or after date specified*

**Notes – TABLE 1**

- To calculate fortnightly pay from the annual salary in TABLE 1 refer clause 19.8.
- To calculate the hourly ordinary rate of pay divide the fortnightly pay by 76.


**Notes – TABLE 2 and TABLE 3**

- These tables set out the RUSON and RUSOM pay rates Table 2 (Fixed Period RUSON/RUSOM) and Table 3 of Schedule 3 (casual RUSON/RUSOM employee).

**Notes - TABLE 4 and TABLE 5:**

- Allowances marked with an asterisk (\*) will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index and are effective from 1 January each year.
- The Allowances will not reduce if the Darwin Consumer Price Index is negative.
- The Commissioner will give effect to any subsequent annual adjustment required under this Agreement through a Determination. A copy of the Determination is available from the department's Human Resource Unit and on the Office of the Commissioner for Public Employment's website: [www.ocpe.nt.gov.au](http://www.ocpe.nt.gov.au)

## SIGNATORIES to the Northern Territory Public Sector Nurses and Midwives' 2022 - 2026 Enterprise Agreement



Vicki Telfer PSM  
Commissioner for Public Employment  
GPO Box 4371, DARWIN NT 0801

Dated: 5/7/23



Catherine Hatcher  
Branch Secretary  
Australian Nursing and Midwifery Federation  
Northern Territory Branch  
PO BOX 42533 CASUARINA NT 0811

Dated: 03/07/2023

# Northern Territory Public Sector Nurses and Midwives' 2022 – 2026 Enterprise Agreement

Written undertaking under section 190 of the *Fair Work Act 2009*

I Vicki Telfer, the Commissioner for Public Employment give the following undertaking with respect to Schedule 3 of the Northern Territory Public Sector Nurses and Midwives' 2022 – 2026 Enterprise Agreement.

1. The Salary Effective Dates in Schedule 3 should be as follows:

2. Classification	Old Salary Rates Effective 19.08.2021 \$	Salary Rates Effective 09.08.2022 \$	Salary Rates Effective 17.08.2023 \$	Salary Rates Effective 15.08.2024 \$	Salary Rates Effective 14.08.2025 \$
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<b>Nurse 1 (Enrolled Nurse)</b>					
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RUSON & RUSOM (3 <sup>rd</sup> year student)	\$56,292	\$57,981	\$59,720	\$61,512	\$63,357

**TABLE 3 – RUSON/RUSOM PAY RATES - Casual Employees**

RUSON & RUSOM	Hourly salary rates (August 2021)	Rates Effective 09.08.2022	Rates Effective 17.08.2023	Rates Effective 15.08.2024	Rates Effective 14.08.2025
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RUSON & RUSOM (3 <sup>rd</sup> year student)	\$28.40	\$29.25	\$30.13	\$31.03	\$31.96

3. I have authority to provide this undertaking in relation to the application before the Fair Work Commission.

4. This undertaking is to provide the correct salary effective dates mentioned above.



Vicki Telfer PSM  
Commissioner for Public Employment

Date: 6/7/23

Dear Commissioner Spencer

FWC Matter No: AG2023/2310

**NTPS Nurses and Midwives 2022 — 2026 Enterprise Agreement**

**Written undertaking under section 190 of the Fair Work Act 2009**

I, Vicki Telfer, the Commissioner for Public Employment, give the following undertaking.

1. I have authority to provide this undertaking in relation to the application before the Fair Work Commission.
2. This undertaking is to provide clarity on the rates of pay for Registered Undergraduate Students of Nursing (RUSON) and Registered Undergraduate Students of Midwifery (RUSOM).
3. With respect to the RUSON/RUSOM hourly pay rates in Tables 2 and 3 of Schedule 3 of the NTPS Nurses and Midwives' 2022 – 2026 Enterprise Agreement state that the correct rates are as set out below:

Table 2: RUSON/RUSOM Pay Rates - Fixed Period Employees				
	Rates Effective 9 August 2022	Rates Effective 17 August 2023	Rates Effective 15 August 2024	Rates Effective 14 August 2025
RUSON & RUSOM				
RUSON & RUSOM (2nd year student)	55,082	56,735	58,437	60,190
RUSON & RUSOM (3rd year student)	57,981	59,720	61,512	63,357

Table 3: RUSON/RUSOM Pay Rates - Casual Employees				
	Rates Effective 9 August 2022	Rates Effective 17 August 2023	Rates Effective 15 August 2024	Rates Effective 14 August 2025
RUSON/RUSOM				
RUSON & RUSOM (2nd year student)	33.90	34.92	35.96	37.04
RUSON & RUSOM (3rd year student)	35.68	36.75	37.86	38.99

Vicki Telfer PSM  
Commissioner for Public Employment

Date: 1 August 2023