

NTPS Aboriginal Health Practitioner

2018 - 2022 Enterprise Agreement

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

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Table of Contents

Part 1	Application and Operation of Agreement.....	4
1	Title	4
2	National Employment Standards	4
3	Parties covered by this Agreement.....	4
4	Definitions	4
5	Period of Operation	5
6	Variation of Public Sector Employment and Management Act	5
7	No Extra Claims	6
8	Negotiations for Replacement Agreement.....	6
9	Objectives of Agreement	6
10	Productivity and Efficiency.....	7
11	Dispute Settling Procedures.....	7
Part 2	Procedural Matters	9
12	Union Rights.....	9
13	Management of Change	11
14	Joint Consultative Committees.....	13
15	Commitment to Employee Assistance Program	13
16	Appropriate Workplace Behaviour	14
Part 3	Employment Arrangements.....	14
17	Current Aboriginal Torres Strait Islander Health Practitioner (ATP) Classification....	14
18	Engagement of Employees	14
19	Casual Employment	14
20	Part-Time Employment.....	15
21	Security of Employment.....	15
22	Individual Flexibility Arrangements	16
23	Variation to Working Arrangements for Groups of Employees.....	17
24	Workloads.....	18
25	Work Life Balance	19

26	Flextime Scheme for Non-Shiftworkers	20
27	Request for Flexible Working Arrangements in accordance with NES.....	21
28	Training and Development	22
29	Redeployment and Redundancy	23
Part 4	Salaries and Increments	23
30	Classifications - Aboriginal Health Practitioner	23
31	Transition to the New Aboriginal Health Practitioner Structure.....	23
32	Salaries.....	24
33	Payment of Salary.....	25
34	Increments.....	26
35	Superannuation	27
36	Salary Sacrifice.....	28
37	Recovery of Overpayments	29
38	Recognition of Previous Experience	29
Part 5	Allowances	29
39	Higher Duties Allowance	29
40	Professional Development Allowance.....	30
41	Accident allowance.....	32
42	Meal allowance	33
43	Allowances for Travelling on Duty.....	33
44	Excess travelling time	33
45	Protection of employees	35
46	Compensation for damage to clothes and/or personal effects	35
47	Electricity Subsidy for Employees in Remote Localities	35
Part 6	Hours of Work	36
48	Hours of Duty – Day Workers.....	36
49	Hours of Duty – Shiftworkers	36
50	Change in Rostered Hours of Duty	37
51	Saturday Duty	38
52	Sunday and Public Holiday Pay.....	38
53	Christmas Falling on a Saturday or Sunday	39
54	Additional Hours and Overtime.....	40

55	On call and Standby	46
56	Restriction Duty	47
57	Tea Breaks	47
Part 7	Leave	47
58	Recreation Leave.....	47
59	Recreation Leave Loading	49
60	Recreation Leave at Half Pay	51
61	Purchase of Additional Leave.....	52
62	Personal Leave	55
63	Compassionate Leave	60
64	Domestic and Family Violence	61
65	Cultural and Ceremonial Leave	62
66	Parental Leave.....	62
67	Long Service Leave	81
68	Public Holidays	81
69	Christmas Closedown.....	81
70	Emergency Leave	82
71	Employee Called as a Juror or Witness	82
72	Leave to Attend Industrial Proceedings.....	82
73	Leave for Grievance and Dispute Resolution Training.....	82
Part 8	Preserved Entitlements for Long Term Employees.....	83
74	Northern Territory Allowance.....	83
75	Airfares and Other Related Entitlements.....	83
Schedule A	NTPS Redeployment and Redundancy Entitlements	86
Schedule B	Aboriginal Health Practitioner Classification Structure	92
Schedule C	Salaries - Current Structure	94
Schedule D	Salaries - New Structure	95
Schedule E	Allowances	96

Part 1 Application and Operation of Agreement

1 Title

This Agreement will be known as the NTPS Aboriginal Health Practitioner 2018-2022 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 covers:

- (a) Northern Territory Commissioner for Public Employment;
- (b) United Voice; and
- (c) Aboriginal Health Practitioners employed in a classification structure set out in Schedule C and Schedule D.

4 Definitions

For the purpose of this Agreement:

- (a) **Agreement** – means the Northern Territory Public Sector Aboriginal Health Practitioners 2018 – 2022 Enterprise Agreement.
- (b) **agency** means an ‘Agency’ as defined in the PSEM Act.
- (c) **Aboriginal** is inclusive of Aboriginal and Torres Strait Islander people.
- (d) **NES** means the National Employment Standards.
- (e) **CEO** means the Chief Executive Officer of the Department of Health or their delegate.
- (f) **Commissioner** means the Commissioner for Public Employment in the Northern Territory.
- (g) **compulsory transferee** means an employee who was compulsorily transferred to the Northern Territory Public Service from:
 - (i) The Commonwealth Public Service; or

(ii) The former Northern Territory Public Service.

under the provisions of section 38 or 40 of Part VI of the *Public Service Act 1976*.

- (h) **employer** means the Commissioner for Public Employment in the Northern Territory.
- (i) **employee** or **employees** means an Aboriginal Health Practitioner/s, Aboriginal and Torres Strait Islander Health Practitioner or Torres Strait Islander Health Practitioner employed in this classification structure in Schedule C and Schedule D.
- (j) **employee representative** means a representative chosen by an employee, which may be a union representative.
- (k) **FW Act** means the *Fair Work Act 2009* as amended from time to time.
- (l) **FWC** means the Fair Work Commission.
- (m) **NTPS** means the Northern Territory Public Sector.
- (n) **PSCC** means the Public Sector Consultative Council.
- (o) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act* 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.
- (p) **union** means United Voice.

5 Period of Operation

This Agreement will come into effect seven days after approval from the FWC and will remain in force until 10 August 2022.

6 Variation of Public Sector Employment and Management Act

- 6.1 The parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment.
- 6.2 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.
- 6.3 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 with the affected parties prior to the formalisation of an amendment.
- 6.4 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

7 No Extra Claims

- 7.1 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.
- 7.2 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.

8 Negotiations for Replacement Agreement

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

9 Objectives of Agreement

- 9.1 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;
 - (b) staff development;
 - (c) management and professional development programs; and
 - (d) other programs of continuous improvement.
- 9.2 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 13 (Management of Change), will be employed by the parties for this process.
- 9.3 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.
- 9.4 The parties agree that this Agreement provides a basis for enabling employees to balance their work and family commitments.

10 Productivity and Efficiency

- 10.1 The parties to this Agreement recognise the skills, energy and cooperation of employees in increasing productivity and efficiency across the NTPS and that these improvements are integral to enhanced client service delivery and the career satisfaction and development of employees. Increasing productivity and efficiency 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.
- 10.2 As with former NTPS agreements, the past, present and future contribution of employees in increasing productivity and efficiency is recognised through improved terms and conditions of employment which arise from the introduction of this Agreement.
- 10.3 The parties acknowledge that this Agreement recognises productivity and efficiency improvements occurring during the life of this Agreement.
- 10.4 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.

11 Dispute Settling Procedures

- 11.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- (a) Subject to clause 11.1(b), 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 Standard.
- (b) However, this clause does not apply in relation to disputes about:
- (i) refusals for requests for flexible working arrangements on reasonable business grounds under clauses 27 (Request for Flexible Working Arrangements in accordance with NES) and 66.19(e) (Parental Leave - Returning to work part-time) of the Agreement and section 65(5) of the FW Act; and
 - (ii) refusals for requests for extended parental leave on reasonable business grounds under clause 66.20 (Parental Leave - Extend Period of Parental Leave) of the Agreement and section 76(4) of the FW Act.
- (c) An employee who has a grievance about matters referred to in clause 11.1(b) can utilise section 59 of the PSEM Act.

11.2 General

- (a) Subject to the requirements of the FW Act 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 an imminent risk to his or her 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 shall be in writing.
- (f) Subject to the right of appeal under clause 11.5(d) any direction or decision of the FWC, be it procedural or final, shall be accepted by all affected persons and complied with by the parties.

11.3 Internal Resolution

- (a) In the event of a dispute, the parties will in the first instance endeavour to resolve the matter internally as follows:
 - (i) The employee will refer the matter to their immediate supervisor for resolution, who may request that the employee provide written details of the matter, provided that where the dispute concerns alleged actions of the immediate supervisor, the employee may by-pass this step.
 - (ii) If the matter cannot be resolved under clause 11.3(a)(i) above, it will be referred in writing to the relevant manager for resolution.
 - (iii) If the matter cannot be resolved under clause 11.3(a)(ii) above, it will be referred in writing to the relevant CEO for resolution.
 - (iv) If the matter cannot be resolved under clause 11.3(a)(iii) above, it will be referred in writing to the Commissioner for resolution.
- (b) Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in clause 11.3(a) will begin within 48 hours of, and be completed within five working days of the referral relating to that particular stage.

11.4 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 11.3, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 11.2 and 11.3 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 shall 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.

11.5 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 11.5(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 the full bench, provided that such appeal is lodged within 21 days of the decision being made.

Part 2 Procedural Matters

12 Union Rights

12.1 Union Representation

- (a) The employer recognises the legitimate right of the union to represent those employees who are members, or eligible to become members.
- (b) An employee appointed as a union delegate in the agency in which the employee is employed will be recognised as the accredited representative of the union. An accredited union delegate shall be allowed reasonable time during working hours to consult with members or employees eligible to become members on employment matters affecting employees.
- (c) A union delegate will advise their work unit manager that they have been appointed as a union delegate.

12.2 Union Training Leave

- (a) For the purpose of assisting employees to understand their rights and entitlements under this Agreement and improving industrial relations, the CEO shall, subject to the provisions of this clause, provide an employee who is an accredited union delegate or nominated employee representative with up to five days paid leave per annum to attend union training courses conducted by the union or approved by the union.
- (b) The approval for an employee to attend a training course shall be subject to the operational requirements of the agency.
- (c) An employee seeking to take training leave under this clause must:
 - (i) unless agreed by the CEO, have completed at least 12 months continuous service prior to taking training leave; and
 - (ii) have been nominated by the union to attend the course for which the training leave is sought.
- (d) The employee will only be paid for the period of training leave if:
 - (i) the employee provides evidence satisfactory to the CEO of their attendance at the course for which training leave was sought; and
 - (ii) unless agreed by the CEO, the CEO has received not less than four weeks written notice of nomination from the union, setting out the time, dates, content and venues of the course.
- (e) Leave granted under this clause will be on ordinary pay, not including shift and penalty payments or overtime.
- (f) Leave granted under this clause will count as service for all purposes.

12.3 Communications

For the purpose of assisting employees to understand their rights and entitlements under the Agreement, the CEO shall, where practicable, make available facilities to assist the union to display notices that are relevant to employment matters on general staff notice boards.

12.4 Delegate's Rights and Obligations

- (a) The role of the union workplace delegates and other elected union representatives is to be respected and facilitated.
- (b) An employee may have a union representative to represent the employee in a dispute or significant workplace matter and make representations on behalf of the employee.
- (c) Agencies and union workplace delegates must deal with each other in good faith.

- (d) The rights and obligations of union workplace delegates will be underpinned by the following principles:
 - (i) workplace delegates will be able to perform their role without any discrimination in their employment;
 - (ii) ability for delegates to represent their members in the workplace (eg during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent members generally);
 - (iii) ability for delegates to have access to paid time to consult with employees;
 - (iv) reasonable access to agency facilities (including telephone; facsimile, photocopying, internet and email facilities, meeting rooms) for the purpose of work as a delegate;
 - (v) opportunity to inform staff about union membership;
 - (vi) ability to represent employees at an industrial tribunal;
 - (vii) maintaining the confidentiality of agency information as well as information about NTPS employees;
 - (viii) all parties will behave in a professional, productive and ethical manner;
 - (ix) a delegate would be expected to carry out their normal duties; and
 - (x) ability for an official to “walk around” a workplace to hold individual discussion contingent on the nature of the work being performed in the workplace subject to discussion with and prior approval of the CEO. Approval for “walk around” will not be unreasonably withheld.

13 Management of Change

13.1 This clause applies if the CEO:

- (a) has developed a proposal for major change to production, program, organisation, structure or technology in relation to their agency that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster pattern or ordinary hours of work of employees.

Notification and Representation

13.2 For a proposed major change or changes to regular roster pattern or ordinary hours of work referred to in clause 13.1:

- (a) the CEO must notify and consult the relevant employees and their unions of the proposal to introduce the major change; and
- (b) clauses 13.3 to 13.9 apply.

- 13.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 13.4 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 CEO of the identity of the representative;
- the CEO must recognise the representative and deal with them in good faith.
- 13.5 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 CEO'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 to regular roster pattern or arrangements, ordinary hours and/or 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.

Consultation

- 13.6 As soon as practicable after proposing to introduce the change, the CEO must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) provide to the relevant employees:
 - (i) as far as practicable, all relevant information to employees about proposed changes or decisions or other matters that will impact on them; and
 - (ii) information about any other matters that the CEO reasonably believes are likely to affect the employees.
 - (c) providing an opportunity for employees and their representatives, to put forward views, comments and suggestions on the matters including the opportunity, where relevant to meet with employee representatives. Any impact in relation to family or caring responsibilities of employees will be included;
 - (d) consider the views, comments and suggestions submitted; and

- (e) advise employees and their representatives of the final decisions, explaining how the views expressed by the employees and their representatives were taken into account.
- 13.7 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 13.8 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 13.9 Following consultation under clause 13.1 after making a final decision a CEO must consult on implementation.
- 13.10 In this clause:

relevant employees means the employees who may be affected by the change referred to in clause 13.1.

14 Joint Consultative Committees

- 14.1 In relation to operational issues within the Aboriginal Health Practitioner profession, the parties agree to establish a consultative committee as a forum for consultation.
- 14.2 The parties acknowledge the establishment of a consultative committee will be made up of departmental and union representatives.

15 Commitment to Employee Assistance Program

- 15.1 The parties agree that the purpose of an Employee Assistance Program (EAP) is to assist management and employees to deal with issues that may impact on work performance.
- 15.2 Provision of an EAP is recognised as a contemporary human resource strategy that provides benefits to the agency and the employee.
- 15.3 Access to EAPs by employees and their families will be subject to the following:
 - (a) the availability of the EAP in their geographical area;
(the parties recognise that remote areas may not have direct access to an EAP provider. In these instances, innovative measures such as telephone counselling, internet and travel may be utilised, where appropriate)
 - (b) the relevance of the employee's family attending the counselling service, as determined by the provider; and
 - (c) consistent with an agency's policy, the cost of the first three work related visits is to be met by the agency, with the cost of any subsequent visit by agreement between the agency and the provider.

16 Appropriate Workplace Behaviour

- 16.1 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying and will take all reasonably practicable steps to:
- (a) foster a culture of respect in the workplace; and
 - (b) ensure employees are treated appropriately and not subject to bullying.
- 16.2 An employee who is aggrieved by his or her treatment in employment may seek a review under section 59 of the PSEM Act.

Part 3 Employment Arrangements

17 Current Aboriginal Torres Strait Islander Health Practitioner (ATP) Classification

As at 1 January 2020 the new Aboriginal Health Practitioner (AHP) classification structure will be introduced. The old Structure of Aboriginal and Torres Strait Islander Health Practitioner (ATP) will no longer be valid for new employees. Employees currently on the ATP classification structure will transition to the new structure as per clause 31. Employees that do not meet the requirements of the new structure will remain on the existing structure and provided with support and professional development to assist employees to meet the eligibility requirements.

18 Engagement of Employees

- 18.1 A person may be engaged as an employee on a full-time, part-time or casual basis.
- 18.2 At the time of engagement each employee will be informed in writing of the terms of their engagement, including:
- (a) the type of employment;
 - (b) whether a probationary period applies and, if so, the expected duration of the period and advice regarding the maximum duration of the period;
 - (c) if the person is engaged as a fixed-term employee, the project or task in relation to which the person has been engaged and/or the duration of the engagement; and
 - (d) advice of the main instruments governing the terms and conditions of their employment.

19 Casual Employment

The casual loading for casual employees is 25%.

20 Part-Time Employment

- 20.1 At the time of engagement to part-time employment or conversion from full-time employment, the CEO and the employee will agree in writing on 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.
- (a) Changes to agreed hours of work originally established may be made in writing by mutual agreement between the CEO and the employee.
 - (b) An agreement for conversion to part-time employment may be for a fixed period or an ongoing basis.
 - (c) Where part-time is for a fixed period, the period must be agreed in writing.
- 20.2 An employee who is currently employed on a full-time basis will not be required to convert to part-time employment or transfer without their consent to enable part-time employment.
- 20.3 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.
- 20.4 No part-time employee will be engaged for less than 30 hours per fortnight or in the case of agreement between the employee and employer 20 hours per fortnight or more than 60 hours per fortnight and not more than 38 hours in any week.
- 20.5 Part-time employees will not be required to work less than four hours on any day they work.
- 20.6 Where the employee agrees, a part-time employee may work fewer or more hours per week than the minimum and maximum limits stipulated in clause 20.4 and 20.5.
- 20.7 A part-time employee will be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis.

21 Security of Employment

- 21.1 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.
- 21.2 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.

22 Individual Flexibility Arrangements

- 22.1 This clause applies where an employee's request for an individual flexibility arrangement is not otherwise permitted under any other clause of this Agreement (eg work outside span of hours to assist with family responsibilities; convert overtime or shift penalties to a commuted allowance).
- 22.2 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 if the arrangement:
- (a) deals with one or more of the following matters of this Agreement (other than permitted by the Agreement):
 - (i) arrangements about when work is performed;
 - (ii) payment for overtime taken as pay or time off in lieu of payment;
 - (iii) commuted salaries or allowances.
 - (b) meets the genuine needs of the employee and the employer;
 - (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.
- 22.3 Arrangements are to be in writing and:
- (a) signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (b) include the details of:
 - (i) the terms of this 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) states the period of operation of the arrangement.
- 22.4 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.

- 22.5 The Commissioner will not approve an individual flexibility arrangement unless the Commissioner is satisfied that the requirements of this clause have been met.
- 22.6 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 to the arrangement; or
 - (b) if the CEO and employee agree in writing – at any time.
- 22.7 An employee may choose to be represented by their nominated representative in relation to the development and implementation of individual flexibility arrangements.

23 Variation to Working Arrangements for Groups of Employees

- 23.1 A group of employees and the agency 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, restricted duties, flextime or longer and/or more frequent unpaid breaks during the day;
 - (b) commuted salaries or allowances;
 - (c) meal breaks; and
 - (d) leave.
- 23.2 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.
- 23.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.
- 23.4 Relevant unions will be consulted on proposed arrangements prior to the approval of the Commissioner.

24 Workloads

- 24.1 The parties support the principle that employees should be able to achieve an appropriate balance between their work and personal lives.
- 24.2 An appropriate balance between an employee's work and personal life:
- (a) contributes toward healthy and productive workplaces;
 - (b) helps build a positive morale in the workplace; and
 - (c) assists in strengthening an individual's social and family relationships.
- 24.3 Agency management, employees and employee representatives play a positive role in ensuring employee workloads are reasonable.
- 24.4 The parties recognise there may be unavoidable peak work periods where employees' workloads increase; however, this should be the exception rather than the norm.
- 24.5 Employees are to be properly compensated for additional hours worked, either through overtime payments, time off in lieu of overtime arrangements, or other flexible working arrangements.
- 24.6 Managers and employees should therefore ensure that employees' workloads are reasonable.
- 24.7 Subject to clause 24.4, management will:
- (a) ensure employees have sufficient and appropriate resources to undertake their jobs;
 - (b) ensure the tasks allocated to employees can reasonably be performed in the hours for which they are employed, including reasonable additional hours;
 - (c) monitor employee workloads, work patterns, priorities, staffing levels/ classifications, use of work life balance arrangements, and any other relevant indicators within the workplace;
 - (d) implement strategies to ensure workloads remain reasonable;
 - (e) monitor vacant positions and fill vacancies in a timely manner; and
 - (f) consult with employees and their nominated representatives over workload issues.
- 24.8 Employee/s may request in writing for management to review ongoing and sustained workload issues in the workplace. Where so requested, management will consider the workload factors and issues raised, consider their effect on the workplace, and if necessary, implement strategies to ensure reasonable workloads are maintained.
- 24.9 Management will respond in writing to the employee/s concerned in a timely manner.

25 Work Life Balance

25.1 Work Life Balance Initiatives

- (a) The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. The following initiatives are available in the NTPS, subject to approval, and are recognised as ways to structure work to facilitate work life balance:
 - (i) home-based work;
 - (ii) job sharing;
 - (iii) career breaks;
 - (iv) part-year employment;
 - (v) short term absences for family and community responsibilities.
- (b) In addition to the above, the following provisions are contained in this Agreement and assist employees to balance work and life commitments. The application and approval process are set out under the relevant clauses:
 - (i) Utilisation of recreation leave at half pay (clause 60).
 - (ii) Purchase of additional leave (clause 61).
 - (iii) Part-time employment (fixed period or ongoing) (clause 20).
 - (iv) Individual Flexibility Arrangements (clause 22).
 - (v) Right to request a flexible work arrangement in accordance with the NES (clause 27).
 - (vi) Flexitime Scheme for non-shiftworkers (clause 26).

Note: Flexitime Scheme recognises the ebb and flow of work within a work unit rather than a deliberate intention to accrue regular time off.

25.2 General Principles in Relation to Work Life Balance Initiatives

- (a) An employee's request to access work life balance initiatives:
 - (i) must be in writing; and
 - (ii) set out details of the change sought and the reasons for the request.
- (b) When considering applications from employees wishing to access the initiatives specified in clause 25.1, the CEO must ensure that:
 - (i) the agency's operational requirements are taken into account and services to the public are not disrupted;
 - (ii) employees fulfil the criteria outlined in this clause;

- (iii) fair and reasonable consideration is given to employee applications; and
 - (iv) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other employees.
- (c) When considering applications from employees wishing to access the leave initiatives in clause 25.1(b)(i) and 25.1(b)(ii), the CEO must consider whether the application is justified in light of available leave credits and should not approve applications in circumstances where employees are likely to have significant accrued leave entitlements at the time of accessing the leave initiatives.
 - (d) The CEO must provide written reasons for a decision where an employee's application is refused.
 - (e) The CEO may establish internal procedures for assessing an employee's application, which must not be inconsistent with the provisions of this clause.
 - (f) Employees accessing the initiatives provided under this clause are to continue to have the same opportunities in relation to access to training and development, information and meetings, as other employees, where possible.
 - (g) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act.
- 25.3 In addition to the general principles contained in this clause, access to the initiatives described in:
- (a) clause 25.1(a) above must be in accordance with any relevant workplace agreement provisions, guidelines or policies; and
 - (b) clause 25.1(b)(i) and clause 25.1(b)(ii) above must be in accordance with the specific requirements of clause 60 (Recreation leave at half pay) and clause 61 (Purchase of additional leave).

26 Flextime Scheme for Non-Shiftworkers

- 26.1 Flextime is a recorded attendance system which allows an individual employee or a work unit to vary working hours and patterns, break and finish times over a four week period.
- 26.2 Flextime may be worked provided there is suitable work to do and subject to operational requirements being met. All reasonable attempts should be made to accommodate flextime arrangements and requests should not be unreasonably withheld. Where a decision is made to refuse an employee's or work unit's request to work a flextime arrangement, the employee/s must be provided with written reasons for the decision.
- 26.3 Employee/s may work flextime subject to the following conditions:
- (a) the arrangement is contained within the span of hours;
 - (b) agreement with the direct manager that flextime is operationally suitable for the work unit and employee;

- (c) review of the arrangement at any time (following consultation), based on changing demonstrated operational requirements; and
 - (d) an employee adheres to the provisions for flextime.
- 26.4 Timesheets documenting hours worked towards the accrual of flextime credits must be kept by the employee and submitted to the direct manager on a fortnightly basis for approval.
- 26.5 The actual hours of attendance and the timing and taking of accumulated hours (including days off), meal breaks and work breaks will be arranged within the relevant work group or work area to provide optimum benefit to the agency, its customers and the workforce but specifically ensuring that there is adequate coverage during standard business hours to ensure operational efficiencies and the effective delivery of services.
- 26.6 Hours worked towards the accrual of flextime credits accrue on a time for time (ie: single time) basis.
- 26.7 The maximum and minimum credits or debits including the period for acquittal is set out in the flextime policy.
- 26.8 This flextime clause does not apply to shiftworkers.

27 Request for Flexible Working Arrangements in accordance with NES

- 27.1 In accordance with the FW Act, where an employee, including an eligible casual employee, is making a request to change their working arrangements because certain circumstances, as set out in clause 27.2, apply to them and the employee would like to change their working arrangements because of those circumstances, the requirements of this clause will apply.
- 27.2 The following are the circumstances, the employee:
- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing violence from a member of the employee's family;
 - (f) provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 27.3 The employee's request must:
- (a) be in writing; and
 - (b) set out details of the change sought and of the reasons for the request.

- 27.4 The CEO must:
- (a) give the employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
 - (b) only refuse the request on reasonable business grounds as set out in clause 27.5; and
 - (c) if the request is refused, provide details of the reasons for the refusal.
- 27.5 For the purposes of clause 27.4(b) reasonable business grounds includes, but are not limited to:
- (a) that the new working arrangements would be too costly for the employer;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - (d) that there is likely to be a significant loss in efficiency or productivity;
 - (e) that there is likely to be a significant negative impact on customer service.
- 27.6 An 'eligible casual employee' is defined in clause 66.3(f) (Parental leave – Definitions).

28 Training and Development

- 28.1 The parties are committed to training and career development opportunities for employees that support and/or enhance agency outcomes. The parties aim to achieve this by:
- (a) supporting lifelong learning at both an agency and individual level;
 - (b) supporting individual development plans that serve to identify learning opportunities that match the employee's development and career needs, as well as the needs of the agency;
- 28.2 The parties agree that training and staff development will be:
- (a) planned and budgeted for;
 - (b) part of an agency's integrated Human Resource Development, Management and Equal Employment Opportunity strategy;
 - (c) relevant to the stated outcomes in agency strategic or business plans and the NTPS training plan;
 - (d) an important part of the successful operation of the NTPS redeployment and retraining framework; and

- (e) an important component of increased productivity and continuous improvement throughout the NTPS.
- 28.3 The parties agree that all relevant aspects of the national training agenda, including National Public Administration and other competency standards and competency based training, will be implemented in the NTPS.

29 Redeployment and Redundancy

- 29.1 The provisions of Schedule A 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.
- 29.2 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.

Part 4 Salaries and Increments

30 Classifications - Aboriginal Health Practitioner

Employees will be classified in accordance with the classification structures at Schedule C and Schedule D.

31 Transition to the New Aboriginal Health Practitioner Structure

- 31.1 The new Aboriginal Health Practitioner structure in Schedule D will be implemented on 1 January 2020.
- 31.2 Transitional principles to transfer to the new structure will be developed prior to implementation.

- 31.3 Transitional principles will be agreed upon by Department of Health, Office of the Commissioner for Public Employment and United Voice representatives.
- 31.4 Employees need to meet the requirements of the new classification level in order to be eligible to transfer to the new structure.
- 31.5 Employees that do not meet the requirements of the new classification level of the new structure will remain on the existing structure in Schedule C. Support and professional development will be provided to assist employees to meet the requirements of the appropriate classification level of the new structure within an agreed period of time.
- 31.6 Employees in Schedule C or Schedule D will receive pay increases per annum in line with clause 32.

32 Salaries

- 32.1 Salaries will be increased as set out below:
- (a) 2.5 %effective from the first pay period to commence on or after 9 August 2018;
and
 - (b) 2.5% effective from the first pay period to commence on or after 9 August 2019.
 - (c) 2.5% effective from the first pay period to commence on or after 9 August 2020;
and
 - (d) 2.5% effective from the first pay period to commence on or after 9 August 2021.
- 32.2 Aboriginal Health Practitioners remaining on the current structure will receive salary increases as per Schedule C.
- 32.3 The new Structure will be implemented on 1 January 2020 and salaries are set out below for employees transitioning to the new structure with further salary increases as per Schedule D:

New Structure	1.1.2020
AHP Class 1	\$60 059 \$61 682 \$63 306 \$64 930 \$66 553
AHP Class 2	\$67 955 \$71 766 \$75 578 \$79 389 \$83 201 \$87 013

AHP Class 3	\$89 624 \$94 026 \$98 429
AHP Class 4	\$101 382 \$103 063 \$104 745
AHP Class 5	\$107 887 \$111 450 \$115 013
AHP Class 6	\$118 464 \$122 049 \$125 634 \$129 219
AHP Class 7	\$133 095 \$136 564 \$140 031 \$143 500

32.4 Expense related allowances are to be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year. Allowances as at 1 January 2019 are set out in Schedule E. The Commissioner will give effect to any subsequent annual adjustments required under the Agreement through a Determination.

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

$$\text{Fortnightly pay} = \frac{\text{Annual Salary} \times 12}{313}$$

33 Payment of Salary

33.1 Where an employee resigns and fails to give one weeks' notice, any monies due to the employee will be forwarded within one week of the employee's termination.

33.2 Where the agency terminates the services of an employee, the employee will be paid all monies due up to the time of termination at the time of ceasing duty, provided that if such termination is without notice and takes after 12.00 noon, this provision will be deemed to have been met if the monies are made available prior to noon on the next succeeding office staff working day.

33.3 Where an employee who is not absent from duty is not paid on the regular pay day, the employee will be paid waiting time at the ordinary rate from close of business on pay day until time of actual payment, provided that not more than eight hours pay will accrue in respect of each 24 hours of waiting:

33.4 Provided that if the delay is caused by circumstances outside the control of the agency, this clause will not apply.

34 Increments

- 34.1 An employee will be entitled to progress one 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.
- 34.2 A part-time employee's entitlement to service increments will be on the basis of having worked the same chronological time that entitles a full-time employee to an increment, regardless of the number of hours worked.
- 34.3 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 salary than the new classification level to which the employee is promoted will not count for incremental purposes.

Note 2: Refer to clause 39 (Higher Duties Allowance) for recognition of an increment attained by higher duties for future higher duties.

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

Withholding an increment

- 34.5 The authority to apply clauses 34.7 and 34.8 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 Number 4.
- 34.6 The Commissioner will notify all unions of the acceptance of any performance management system for the purposes of clause 34.5 prior to that system being used for deferral of increments.
- 34.7 The CEO may determine to withhold an increment as set out in clause 34.8, 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.
- 34.8 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 six 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 six month deferment period, the CEO may again defer the increment by up to a maximum of a further six 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 clause 34.8(a) or 34.8(b) in writing to the employee.
- 34.9 If a decision is made under clause 34.7 or 34.8 the employee may seek a review of the CEO's decision on the basis of one or more of the following reasons:
- (a) this clause has not been adhered to;
 - (b) the decision was made to punish or harass the employee; or
 - (c) natural justice has not been afforded to the employee.
- 34.10 The review will be conducted in accordance with the grievance review mechanisms under section 59 of the PSEM Act.
- 34.11 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.
- 34.12 Where the termination of an employee's engagement is due to the requirements of the Public Sector, except where an employee has been dismissed under the provisions of the PSEM Act, that employee will, upon re-engagement within 12 months of termination in the same classification, be paid at the last incremental level held, and previous service may be taken into account for normal incremental advancement beyond that point.

35 Superannuation

- 35.1 The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the parties.
- 35.2 The Commissioner must make superannuation contributions on behalf of an employee in order to satisfy Superannuation Guarantee legislative requirements in accordance with the governing legislation.
- 35.3 The Commonwealth Superannuation Scheme (CSS), Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) and 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: 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.

- 35.4 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. Employees who do not nominate a superannuation fund will become members of the current default superannuation fund, which offers a MySuper product.

36 Salary Sacrifice

36.1 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 (eg 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 shall 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).

36.2 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 shall 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 shall be met by the employee;
- (c) an employee shall 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 shall be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement; and
- (e) an employee shall provide evidence of having obtained or waived their right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

37 Recovery of Overpayments

Where an employee, who has a financial debt to the Northern Territory Government in relation to their employment (eg overpayment of salary and/or allowances), ceases employment before the debt is fully recovered, the balance of the debt owing may, unless otherwise agreed by the CEO, be offset against any final payments due as a result of the cessation of employment.

38 Recognition of Previous Experience

In evaluating what level a person may be paid, due regard may be given to a person's previous experience in the industry subject to meeting the required qualifications.

Part 5 Allowances

39 Higher Duties Allowance

- 39.1 Where an employee has been directed to temporarily perform duties at a higher classification level, the following provisions apply.

- 39.2 An employee who performs the duties of a higher classification which has a maximum attainable annual salary:
- (a) not higher than the maximum attainable annual salary payable to an Aboriginal Health Practitioner Level 4, will be paid an allowance for performing the duties of the higher classification upon the completion of one day; or
 - (b) higher than the maximum attainable annual salary payable to an Aboriginal Health Practitioner Level 4, will be paid an allowance for performing the duties of the higher classification upon the completion of six consecutive working days. An employee will not be paid an allowance for any period of higher duties less than six consecutive working days unless the Commissioner determines otherwise.
- 39.3 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.
- 39.4 An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.
- 39.5 An employee who performs the duties of a higher classification will be subject to the conditions of service of the higher classification, including the criteria determined by the Commissioner or the relevant schedule for advancement beyond a salary barrier point.
- 39.6 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 34 (Increments) of the Agreement will be paid an increment in accordance with that clause.
- 39.7 An increment attained by higher duties will be retained for future higher duties at that classification level (or lower).
- 39.8 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.

40 Professional Development Allowance

- 40.1 An employee, excluding casuals, who has been employed within the department for the required qualifying period will have access to a Professional Development Allowance annually, this will be based on a reimbursement model
- 40.2 Payment of the allowance is subject to the following qualifying periods, amounts and conditions:
- (a) The annual Professional Development Allowance entitlement year is 1 September to 30 August, and continuous service is determined as at 1 January each year;

- (i) One year to three years continuous service as an Aboriginal Health Practitioner – up to \$300 per annum; or
 - (ii) Three years or more continuous service as an Aboriginal Health Practitioners – up to \$500 per annum.
 - (b) The allowance amounts will be adjusted annually in accordance with the annual wage increase.
 - (c) An employee can only make one claim per Professional Development Allowance entitlement year up to the employee's maximum annual Professional Development Allowance entitlement.
 - (d) Reimbursements can be made at any time during the year where the employee has reached their maximum Professional Development Allowance entitlement on production of sufficient evidence to substantiate the employee's professional development costs.
 - (e) Reimbursements will be in the form of a lump sum.
 - (f) The allowance will not count as salary for any purpose.
 - (g) The allowance will apply to part-time employees on a pro rata basis based upon their contracted hours of employment.
 - (h) 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.
 - (i) 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 one year's allowance; e.g. an overseas conference.
 - (j) The production of sufficient evidence by the employee substantiating professional development costs and activity/activities incurred, or to be incurred by him or her, and providing evidence that the employee attended the activity/activities.
- 40.3 The allowance is payable for the following professional development activities:
- (a) fees for professional courses, tuition, conferences or similar;
 - (b) fees for professional bodies where eligibility for membership is essential for professional registration and/or practice in the public sector;
 - (c) subscriptions to technical/business publications;
 - (d) the purchase of technical books; and
 - (e) air travel to conferences (up to 50% of the allowance).
- 40.4 The Parties acknowledge the need to monitor and review this allowance during the term of the Agreement.

41 Accident allowance

- 41.1 An employee will be paid an allowance equivalent to their normal time 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.
- 41.2 Accident allowance will be paid for an absence necessitated by physical injury of up to four months or a longer period determined by the Commissioner.
- 41.3 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.
- 41.4 An employee will be paid an allowance equivalent to half their normal time salary during a period of absence of up to three months necessitated by physical injury sustained in circumstances other than those in clause 41.1 and not attributable to wilful misconduct, or a longer period determined by the Commissioner.
- 41.5 An employee paid an allowance in accordance with clause 41.4 may utilise available sick leave credits on full or half pay to supplement the allowance to the level of their normal time salary.
- 41.6 The amount of accident allowance payable in accordance with clause 41.4 will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.
- 41.7 Accident allowance is not payable where an employee receives benefits in respect of the injury at the same time under the *Northern Territory Work Health and Safety (National Uniform Legislation) Act 2011* or the *Northern Territory Motor Accidents (Compensation) Act*, as amended, but nothing in this clause will reduce the rights of an employee under those acts.
- 41.8 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.

42 Meal allowance

- 42.1 Where an employee is required to perform overtime duty in excess of one and a half hours after the usual ceasing time, the employee will be supplied with a meal or meals at the agency's expense or will be paid a meal allowance, in addition to overtime at such rate as approved by the Commissioner under Public Sector Employment and Management By-law 25.
- 42.2 Unless the agency advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the agency will provide that second or subsequent meal (as the case may be) or make payment in its stead in accordance with the provisions of clause 42.1.
- 42.3 If, in pursuance of notice, an employee has provided a meal or meals and the employee is not required to work overtime or is required to work less than the period of overtime stated on the notice, the employee will be paid under the provision of clause 42.1 in respect of each meal provided by him or her, which is made surplus by the change in requirements.

43 Allowances for Travelling on Duty

An allowance will be payable to an employee when travelling on duty and when required to be absent overnight from the employee's permanent or temporary headquarters. An allowance will be paid in accordance with By-law 30 (Travelling Allowance) or By-law 30A (Living Away From Home Allowance), whichever is applicable.

44 Excess travelling time

- 44.1 An employee in receipt of a salary exceeding the first incremental point of the Aboriginal Health Practitioner Level 2 will not be entitled to payment for excess travelling time.
- 44.2 An employee who is travelling or on duty away from the employee's usual place of work will be paid 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.
- 44.3 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.
- 44.4 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, and between the time of ceasing work and the time of departure of the first available conveyance; and
- (c) time spent in travelling on transfer where transfer expenses are allowed, unless the transfer involves promotion;
- (d) 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.

44.5 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.

44.6 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.

44.7 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.

44.8 Payment of excess travelling time will not be made for more than five hours in any one day, and will not be made unless the excess time exceeds:

- (a) one half hour in any one day; or
- (b) two and one half hours in any pay period where the employee's ordinary hours are confined to five days of the week; or
- (c) three hours in any pay period where the employee's ordinary hours are rostered on six days of the week.

44.9 The rate of payment will be single time on Mondays to Saturdays and time and a half on Sundays and public holidays. The rate of payment in relation to clause 44.4(d) is double time.

45 Protection of employees

The agency will provide suitable protective clothing or pay an allowance in lieu thereof to an employee whose duties require protective clothing. Rubber gloves and such safety appliances as the agency considers necessary will be available for use.

46 Compensation for damage to clothes and/or personal effects

An employee whose clothes and/or personal effects have been damaged or destroyed due to the circumstances of the employee's duties will be paid an allowance assessed by the agency to cover the loss in accordance with Public Sector Employment and Management By-law 22.

47 Electricity Subsidy for Employees in Remote Localities

Note: Whether a location is considered a remote locality, and its relevant category of remoteness, is set out in a Determination issued by the Commissioner.

47.1 An electricity subsidy will apply to employees stationed in remote localities as follows:

- (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 in Schedule E, 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.
- (c) The electricity subsidy shall be paid fortnightly in addition to salary and shall count as salary for the purpose of taxation and superannuation.
- (d) The electricity subsidy shall not be paid during periods of leave without pay which do not count as service.
- (e) The electricity subsidy shall be paid to part-time employees on a pro rata basis.

- (f) Only one subsidy is payable per dwelling.

Part 6 Hours of Work

48 Hours of Duty – Day Workers

- 48.1 The ordinary hours of work will be 38 per week or an average of 38 per week over a cycle of four weeks to be worked in one of the following cycles:
- (a) 38 hours within a work cycle not exceeding seven consecutive days;
 - (b) 76 hours within a work cycle not exceeding 14 consecutive days;
 - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 48.2 The span of hours within which the ordinary hours of work will be worked on any day are to be between 6.00 am and 6.00pm.
- 48.3 Meal periods
- (a) An employee will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes each day.
 - (b) No employee should be required to work for more than five hours without a break for a meal.
 - (c) Provided that, for all work performed after five hours continuous duty without a break and until a break is allowed, an employee will be paid at the rate of time and a half.

49 Hours of Duty – Shiftworkers

49.1 Definitions

For the purposes of this clause:

- (a) **shiftworker** means an employee who is required either permanently to perform ordinary duty on afternoon or night shift, or on a rotating basis to perform ordinary duty on any combination of day, afternoon or night shifts.
- (b) **day shift** means any shift commencing at or after 6.00 am and before 10.00 am.
- (c) **afternoon shift** means any shift commencing at or after 10.00 am and before 8.00 pm.
- (d) **night shift** means any shift commencing at or after 8.00 pm and before 6.00 am.

49.2 The ordinary hours of duty of a shiftworker will not exceed:

- (a) an average of 38 hours per week; or

- (b) 152 hours in 28 consecutive days; and
- (c) will be worked on any day in shifts of eight hours (or as otherwise agreed) which will include a paid meal break of 30 minutes.

Provided that except at the regular changeover of shifts, an employee will not be required to work more than one ordinary duty shift in each 24 hours.

49.3 Afternoon and night shift allowance

- (a) A shiftworker whilst on afternoon or night shift will be paid 15% more than the ordinary rate for such shift.
- (b) An employee who remains on night shift for a longer period than four consecutive weeks will be paid for the whole time during such period on night shift at the rate of 30% more than the ordinary rate.

49.4 Rosters

There will be a roster of shifts which will specify the commencing and finishing times of ordinary working hours of the respective shifts.

50 Change in Rostered Hours of Duty

- 50.1 Employees will be given a regular starting and ceasing time for each day, which should not be changed unless at least seven days' notice is given and no alteration should be made during the currency of the week in which the notice is given.
- 50.2 Provided that where, for reasons other than the sickness or absence of an employee, of which the agency did not have seven days' notice, the agency finds it essential to require an employee:
 - (a) without at least seven days' notice; and
 - (b) to perform ordinary duty at other than the rostered hours of duty on any day, payment to that employee will be made at the:
 - (i) appropriate overtime rate for duty performed outside the rostered hours of duty; and
 - (ii) at the usual rate for that portion of the duty which falls within the rostered shift.
- 50.3 Payment of the penalty rate as prescribed in clause 50.2 will be continued for each change of shift until such time as the employee has received seven days' notice of change of shift.
- 50.4 This penalty rate is in substitution for any other penalty, which would otherwise apply to that portion of the duty, which falls outside the normal rostered shift.

51 Saturday Duty

- 51.1 For duty not in excess of the prescribed weekly hours, payment will be made at the rate of half-time additional to the ordinary rate of pay.
- 51.2 For the purposes of this clause, extra payment for Saturday duty will be granted for any scheduled duty performed between midnight on Friday and midnight on Saturday.
- 51.3 The extra rates prescribed in this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 49 (Hours of Duty – Shiftwork), but the provisions of this clause will not prejudice any right of the employee to obtain alternatively, any higher rate in respect of this work by virtue of any other provision in this Part.
- 51.4 Overtime on a Saturday will be paid for in accordance with clause 54 (Additional Hours and Overtime).

52 Sunday and Public Holiday Pay

52.1 Ordinary duty

Subject to this clause, for rostered duty which is not in excess of the prescribed weekly hours, an employee will be entitled to extra payment at the rate of single time for Sunday duty, and single time and a half for public holiday duty. Provided that, in the case of a public holiday attendance, an employee, may in lieu of additional pay, be allowed to be credited with a days leave to be included with annual leave or otherwise as may be agreed.

52.2 Overtime

- (a) Subject to this clause, duty in excess of the prescribed weekly hours will be paid for at the rate of single time additional to ordinary rate of pay for Sunday duty, and single time and a half additional to ordinary rate for public holiday duty provided that in the case of an overtime attendance not continuous with ordinary duty, the payment so resulting will be subject to the minimum overtime payment provisions contained in clause 54 (Additional Hours and Overtime).
- (b) An employee required to perform a full days overtime duty on Sunday will, in lieu of payment as prescribed in clause 52.2(a) wherever practicable, be granted a day off during the six days succeeding that Sunday, and in such case, the payment for Sunday attendance will be one days pay at single rate.

52.3 Rostered off duty on a public holiday

- (a) 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, that employee may in respect of a public holiday which occurs on a day on which the employee is rostered off duty, be granted, if practicable a days leave in lieu of that holiday to be included with annual leave or otherwise as may be agreed.

- (b) Where in any case, it is not practicable to grant a days leave, the employee will be paid instead, one days pay at the ordinary rate.

52.4 General provisions

For the purposes of this clause:

- (a) duty broken by a meal period will not constitute more than one attendance.
- (b) extra payment for Sunday and holiday duty will be granted for the actual time worked on the Sunday or holiday. Provided that:
 - (i) where a shift falls partly on a Sunday or public holiday, the whole shift will be regarded as the Sunday or holiday shift, if the major proportion (i.e. 50% or more) falls on the Sunday or holiday;
 - (ii) where two shifts fall on the one Sunday or public holiday, only one shift will be regarded as the Sunday or holiday shift; and
 - (iii) where overtime commences on a Sunday or public holiday the appropriate rate will continue until the completion of the overtime.
- (c) The period for which the additional payment prescribed by this clause will be paid, will be calculated to the nearest quarter hour of the total amount to be claimed in each fortnightly period.
- (d) The extra rates prescribed in this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 49 (Hours of Duty – Shiftworkers).

53 Christmas Falling on a Saturday or Sunday

53.1 Except as provided in clauses 53.2 and 53.3 an employee will be paid in accordance with the public holiday provisions of clause 52 (Sunday and Public Holiday Pay) for duty performed on 25 December.

53.2 Where 25 December falls on a Sunday and 27 December is substituted as a holiday for either 25 or 26 December an employee who performs duty on both 25 and 27 December will be paid as follows:

- (a) for duty on 25 December
 - (i) except as provided in clause 53.2(a)(ii) in accordance with the public holiday provisions of clause 52 (Sunday and Public Holiday Pay);
 - (ii) if rostered for duty on 27 December but not rostered for duty on 25 December but performing duty on that day in accordance with the Sunday duty provisions of clause 52 (Sunday and Public Holiday Pay).

- (b) for duty on 27 December
 - (i) except as provided in clause 53.2(b)(ii) in accordance with the Sunday duty provisions of clause 52 (Sunday and Public Holiday Pay);
 - (ii) if rostered for duty on 27 December but not rostered for duty on 25 December but performing duty on that day – in accordance with the public holiday provisions of clause 52 (Sunday and Public Holiday Pay).

53.3 Where 25 December falls on a Saturday and another day is substituted as a holiday for 25 December an employee who performs on both 25 December and on the substituted day will be paid as follows:

- (a) for duty on 25 December:
 - (i) except as provided in clause 53.3(a)(ii) in accordance with the public holiday provisions of clause 52 (Sunday and Public Holiday Pay);
 - (ii) if rostered for duty on the substituted day but not rostered for duty on 25 December but performing duty on that day – in accordance with clause 51 (Saturday Duty).
- (b) for duty on the substituted day:
 - (i) except as provided in clause 53.3(b)(ii) in accordance with clause 51 (Saturday Duty);
 - (ii) if rostered for duty on the substituted day but not rostered for duty on 25 December but performing duty on that day in accordance with the public holiday provisions of clause 52 (Sunday and Public Holiday Pay).

54 Additional Hours and Overtime

54.1 An employee shall be liable to be called for duty at any time that the employee is required.

54.2 Definitions.

- (a) **Additional hours** is work performed in excess of ordinary hours of duty or, in the case of part-time employees, work performed in excess of agreed hours.
- (b) **Overtime** means additional hours actually worked that would attract an overtime payment.

54.3 Reasonable Request to work Overtime

Employees are expected to be available to work reasonable additional hours if required by the agency. 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 his or her intention to refuse to work the additional hours;
- (e) the needs of the agency or work unit;
- (f) whether the employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (h) the nature of the employee's role, and the level of responsibility;
- (i) whether the additional hours are in accordance with an averaging arrangement agreed to by the CEO and the employee;
- (j) any other relevant fact.

54.4 Eligibility for overtime

- (a) Overtime is worked by prior direction or, if circumstances do not permit prior direction, is subsequently approved in writing.
- (b) Unless authorised by the Commissioner, an employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Aboriginal Health Practitioner Level 4 is not eligible to receive overtime payment or time off in lieu.
- (c) 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.

54.5 Calculation of Overtime Payments

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

- (b) The hourly rate for overtime payment will be ascertained by applying the following formulae:

- (i) Time and a half rate:

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

- (ii) Double time rate:

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

- (iii) Double time and a half rate:

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

- (c) In applying the relevant formula at clause 54.5(b), prescribed weekly hours before overtime is payable are 38.
- (d) An employee's salary for the purpose of calculation of overtime will include higher duties and other allowances in the nature of salary.

54.6 Payment for overtime – day worker

All work done by a day worker in excess of the ordinary hours will be paid for at the rate of time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

54.7 Payment for overtime – shiftworker

- (a) For work done by a shiftworker in excess of the ordinary hours, double time will be paid.
- (b) Provided that this will not apply to arrangements between the employees themselves, or in cases due to the rotation of shift, or when the relief does not come on duty at the proper time.
- (c) For all time of duty after the employee has finished his or her ordinary shift, such unrelieved employee will be paid time and a half for the first eight hours and double time thereafter.

54.8 Part-time Overtime (Non-Shiftworkers)

- (a) A part-time employee meeting the overtime eligibility requirements of clause 54.4 may elect to undertake additional hours and will be paid at ordinary time in respect of duty performed outside the agreed hours, subject to the duty:
- (i) being within the span of hours; and

- (ii) not exceeding on any day a maximum of the period of duty as applicable to an equivalent full-time employee; and
 - (iii) not exceeding in any week a maximum of either 36 hours and 45 minutes or 38 hours regular and extra duty as applicable to an equivalent full-time employee.
- (b) A part-time employee meeting the eligibility requirements of clause 54.4 who is directed to perform duty which is outside their agreed hours will be paid overtime at the applicable overtime rates.
 - (c) Where a part-time employee is regularly performing overtime or additional hours at the ordinary time, the part-time employee's agreed hours may be reviewed and increased in line with the overtime or additional hours regularly being performed. The review should consider the ability of the employee to be able to complete the additional hours and whether there are other options to meet the additional hours. Where the manager and employee cannot agree on the increased hours then the regular extra hours identified in the review shall only be paid at ordinary time.

Note: Approval for the payment of additional hours or overtime must be recorded on the employee's timesheet and indicate whether the hours worked were by agreement (ie employee election) or by direction of the employee's manager.

54.9 Rest period

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, who has not had at least 10 consecutive hours off duty between those times, will, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the time off duty.
- (c) Provided that, if on the instruction of the agency, such employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid at double rate until released from duty for that period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.
- (d) The provisions of this clause will apply in the case of shiftworkers who rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shiftworker does not report for duty.

- (e) Overtime worked which is subject to the minimum overtime payment provisions of clause 54.10 will not be regarded as overtime for the purposes of this clause where the actual time worked is less than three hours on the recall or on each of the recalls.
- (f) This clause will not apply where a shift is worked by arrangement between the employees themselves.

54.10 Minimum payments

- (a) Subject to the provisions of this clause, where an employee is required to perform overtime duty, and such duty is not continuous with ordinary duty, the minimum overtime payment for each separate overtime attendance will be for four hours at the prescribed overtime rate.
- (b) 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.
- (c) Where an overtime attendance not continuous with ordinary duty involves duty both before and after midnight, the minimum payment provisions of this clause will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.
- (d) The provisions of this clause will apply to overtime duty performed by employees whilst in a restrictive situation specified in clauses 55 (On call and Standby) and 56 (Restriction Duty) provided that:
 - (i) the minimum overtime payment will be for three hours in lieu of four hours as prescribed in clause 54.10(a) of this clause; and
 - (ii) where more than one attendance is involved, the minimum overtime payment provisions will (subject to a minimum payment of three hours), not operate to increase remuneration beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.
- (e) Notwithstanding the provisions of clauses 54.10(a) and 54.10(d)(ii), the minimum payment provisions will not apply where it is customary for an employee to return to the place of work to perform a specific job outside ordinary working hours.

54.11 Emergency Duty

- (a) An employee called on duty to meet an emergency at a time when he or she would not ordinarily have been on duty, and no notice of such call was given to him or her prior to his or her ceasing duty on his or her ordinary shift, he or she will be paid for such emergency duty at the rate of double time.

- (b) The time for which payment will be made will include time necessarily spent in travelling to and from duty.
- (c) The minimum payment under clause 54.11 will be for two hours at double time.
- (d) Where, in the opinion of the CEO, it is essential in the interests of health that respite from work be granted to an employee who has been called up for emergency duty, the employee may be relieved from duty on his or her next regular shift, without deduction from his or her wages, for a period not exceeding the number of hours extra duty worked.
- (e) In no case will the period of relief from duty extend into a second rostered tour of duty.
- (f) The clause will not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

54.12 Crib time

- (a) An employee working overtime will be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues to work after the crib time.
- (b) Unless the period of overtime is less than two hours an employee, before starting overtime after working his or her ordinary hours, will be allowed a meal break of 20 minutes which will be paid at ordinary rates.
- (c) The officer in charge and the employee may agree to any variation of this provision to meet the circumstances of the work in hand but the agency will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

54.13 Time off in lieu

- (a) Time off may be granted in lieu of overtime with the agreement of the employee at the ordinary time rate. Where time off in lieu of a payment has been agreed, and the employee has not been granted that time off within a period of eight months, payment at the overtime rate according to the employee's salary at the time of payment will be made.
- (b) An employee who is to receive payment in accordance with clause 54.13(a) and is promoted beyond the salary barrier for payment of overtime, will be paid at the salary rate applicable to the employee immediately prior to the employee's promotion.
- (c) The maximum amount of time off in lieu that can be accrued is 40 hours.
- (d) Where an employee performs a full days 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 one days pay, in lieu of the provisions of clause 52.2(a).

55 On call and Standby

55.1 Subject to the prior approval of the Commissioner to the introduction at an establishment of a restrictive situation roster, an employee placed on that roster will be required outside of ordinary hours to be ready to perform extra duty subject to payment in accordance with this clause, in either of the following specified categories of restrictive situations:

55.2 On call

An employee is instructed prior to ceasing duty that he or she is or may be required to attend for extra duty sometime before the next normal time of commencing duty and that the employee is to be contactable and available to return to duty without delay or within a reasonable time of being recalled.

55.3 Standby

An employee is instructed, prior to ceasing duty, that he or she is or may be required to attend for extra duty sometime before the next normal time of commencing duty and that the employee is to remain at home and be available for immediate recall to duty.

55.4 Subject to this clause, the rate of payment made to an employee in the respective categories of restrictive situations will be as follows:

- (a) On call – the night rate or day/night rate (whichever is applicable) as specified in Schedule E;
- (b) Standby – half the employee's ordinary rate of pay for the proportion of the period of standing by calculated as follows:
 - (i) three quarters of that part of the period of restriction which 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) one quarter of any period of restriction occurring in any 24 hours period outside the 14 hours referred to in clause 55.4(b)(i).
- (c) Provided that, any part of a period of restriction in respect of which the employee receives payment under provisions other than those in this clause; e.g. overtime or excess travelling time, will not be included in the period of restriction for purposes of calculating standby payments under this clause.
- (d) No payment will be made to an employee under this clause for a period of restriction in respect of any part of which the employee does not adhere to the required degree of readiness or does not observe the instructions of the CEO as to restrictions outside ordinary hours of duty.
- (e) Payment for standby will be subject to the following conditions:
 - (i) payment will be calculated to the nearest quarter hour of the total period of restriction to be paid for in each fortnightly period;

- (ii) the maximum hourly rate of pay will be calculated on the maximum rate of pay prescribed in Public Sector Employment and Management By-law 38.
- (f) Where an employee is required to attend to perform overtime or holiday ordinary duty, the payment for such attendance will be subject to the minimum payment provisions contained in either clause 54 (Additional Hours and Overtime) or clause 52 (Sunday and Public Holiday Pay) as the case requires.

56 Restriction Duty

- 56.1 An employee will be eligible to Restriction Duty (On call and Standby clause 55) in accordance with By-law 38.

57 Tea Breaks

Employees will be allowed at times suitable to the agency, two 15 minute breaks per day. The period of such breaks will be regarded for all purposes as time on duty and employees will not be at liberty to leave the workplace.

Part 7 Leave

58 Recreation Leave

- 58.1 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.

- 58.2 Definitions

For the purpose of this clause:

- (a) **month** means a calendar month.
- (b) **shiftworker** means an employee who works rostered shifts including day shift, evening shift and night shift.
- (c) **year** means a calendar year.

- 58.3 Recreation Leave

- (a) An employee (except for a casual employee) is entitled to:
 - (i) four weeks paid recreation leave per year;
 - (ii) an additional two weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This shall not affect and shall be in addition to the entitlement under clause 58.3(a)(iii); and

- (iii) an additional seven consecutive days including non-working days paid recreation leave per year for a seven 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.

- (b) A rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clause 58.3(a)(iii).

58.4 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 his or her 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 his or her ordinary hours of work or, agreed hours of work if a part-time employee.
- (e) Recreation leave accumulates from year to year.

58.5 Granting of Leave

The CEO may, on application in writing by the employee, grant leave for recreation purposes, subject to the agency's operational requirements.

58.6 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under clause 60), the employee is entitled to his or her full rate of pay that he or she would have been paid had the public holiday fallen on a day that he or she was not on recreation leave; and
- (b) the period of the public holiday is not deducted from the employee's recreation leave entitlement.

58.7 Excess Leave

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

58.8 Cash-out of Leave

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

- (a) the employee's remaining accrued entitlement to paid recreation leave is not less than four 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 foregone; and
- (d) a minimum of five days to be cashed-out on any occasion.

58.9 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 62 (Personal Leave), the CEO may grant personal leave and authorise the equivalent period of recreation leave to be re-credited.

58.10 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 shall 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.

59 Recreation Leave Loading

59.1 Recreation Leave Loading Entitlement

- (a) In addition to normal salary payment for recreation leave, an employee is entitled to a recreation leave loading on 1 January each year. Subject to clause 59.1(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 on 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 June quarter of the previous year.
- (b) In the case of a shiftworker who would have been entitled to shift penalties in excess of the maximum payment referred to in clause 59.1(a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading shall be equivalent to the shift penalties in accordance with clause 49.3.

59.2 Recreation Leave and Shiftwork Penalties

- (a) 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).
- (b) The payment of PILS is subject to the following:
 - (i) the employee is approved to take at least one days recreation leave;
 - (ii) recreation leave has been deducted for the shift that the employee would have worked on that day;
 - (iii) where a forecasted roster has not been provided with a recreation leave application then PILS will be calculated based on the employee's previous six months of shiftwork payments under clauses 49.3, 51.1 and 52.1.
- (c) A shiftworker on recreation leave at half pay as per clause 60 will be paid PILS. Such penalties will be calculated based on the period of leave which counts for service in accordance with clause 60 and will be paid at 50% for the entire period in accordance with clause 60.
- (d) Where an employee has been approved to cash-out their recreation leave in accordance with clause 58.8, payment will be calculated based on the employee's previous six months of shiftwork payments under clauses 49.3, 51.1 and 52.1.

59.3 Payment of recreation leave loading

- (a) With the exception of shiftworkers, an employee who is approved to use at least one week of recreation leave may apply for 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 59.3(b) will be the salary payable had the employee been employed on 1 January of that year.

59.4 Automatic Cash-out

- (a) Where an employee has two or more recreation leave loadings, the following automatic payment provisions shall apply:
 - (i) The common cash-up date for the automatic payment of recreation leave loadings is the second pay day in January of each year or in any case by the end of January each year;
 - (ii) An employee with two accrued recreation leave loadings as at 1 January shall have one recreation leave loading automatically paid on the common cash-up date of that year;
 - (iii) An employee with three or more accrued recreation leave loadings as at 1 January shall have two recreation leave loadings automatically paid on the common cash-up date of that year;
 - (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 shall not apply to shiftworkers.

60 Recreation Leave at Half Pay

- 60.1 An employee may apply to utilise one or more weeks of the employee's recreation leave at half pay, in order to double the period of leave.
- 60.2 An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- 60.3 Where an employee utilises an amount of recreation leave at half pay:
 - (a) leave entitlements will accrue as if the employee had utilised the amount of recreation leave at full pay.

For example, if an employee utilises two weeks of recreation leave over a period of four weeks at half pay, all leave entitlements will accrue over the first two weeks of leave, as if the employee was on recreation leave with full pay, and no leave entitlements will accrue over the final two weeks of recreation leave on half pay.
 - (b) salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- 60.4 A period of recreation leave at half pay does not break continuity of service.

- 60.5 The second half of the period of leave at half pay will not count as service and service based entitlements will be adjusted accordingly.

For example: If an employee utilises two weeks recreation leave over a period of four weeks at half pay, service based entitlements (eg personal leave, long service leave, paid parental leave) will be deferred by two weeks.

61 Purchase of Additional Leave

61.1 Entitlement to purchased leave

- (a) An employee who has completed 12 months continuous service may, with approval of the CEO, purchase between one to six weeks additional leave per year with a corresponding reduction in the number of working weeks.

Example:

Additional six weeks purchased leave (12 weeks leave in total)

Additional five weeks purchased leave (11 weeks leave in total)

Additional four weeks purchased leave (10 weeks leave in total)

Additional three weeks purchased leave (nine weeks leave in total)

Additional two weeks purchased leave (eight weeks leave in total)

Additional one week purchased leave (seven weeks leave in total)

- (b) An employee cannot access recreation leave at half pay whilst under a purchased leave arrangement.
- (c) A CEO must not approve a purchased leave arrangement that will provide an employee with a total leave balance (ie accrued recreation leave entitlements and purchased leave) that will exceed the applicable excess recreation leave limits in clause 58.7 (Excess Leave) of this Agreement.

61.2 Method of purchase

- (a) Additional leave must be purchased in advance.
- (b) An employee purchasing additional leave will pay an amount equal to salary for the additional leave over a 12 month period. Payments will be deducted from the employee's gross fortnightly salary.

For example: An employee earns an annual gross salary of \$47 006 or \$1802.15 per fortnight. The employee purchases an additional four weeks leave which equates to two fortnightly pays (ie \$3604.30).

The employee's fortnightly deductions over a 12 month period (26 pays) would be:

- *\$138.80 for the first deduction; and*
- *\$138.62 for the remaining 25 deductions.*

Note: DCIS payroll is responsible for calculating actual deductions associated with an application for purchased leave.

- (c) Subject to any requirements to utilise purchased leave under this clause, purchased leave will be credited and available for use every three months.

For example: An employee purchasing an additional four weeks leave, commences the 12 month agreement on 1 January 2019 will be credited leave as follows:

- *five days to be credited on 1 April 2019;*
- *five days to be credited on 1 July 2019;*
- *five days to be credited on 1 October 2019; and*
- *the remaining five days to be credited on 1 January 2020.*

Note: DCIS payroll is responsible for calculating actual deductions associated with an application for purchased leave.

- (d) The employee's deductions for purchased leave will be increased in accordance with salary increases applying during the period of the Agreement.
- (e) A period shorter than 12 months for purchasing additional leave may be implemented with the CEO's approval.

61.3 Administrative

- (a) For the period over which payments are being deducted from an employee's salary to fund a purchased leave arrangement, compulsory employer superannuation contributions are calculated on the salary that the employee was paid:
- (i) prior to purchased leave deductions being made in the case of NTGPASS and CSS employees; and
 - (ii) after purchased leave deductions being made in the case of Choice of Fund superannuation fund employees.
- (b) Purchased leave will count as service for all purposes.
- (c) Purchased leave does not attract a leave loading.
- (d) Approval to utilise the additional leave purchased shall only be granted where an employee has:
- (i) less than three days of accrued recreation leave entitlements;
 - (ii) exhausted long service leave entitlements, except where the employee has satisfied the conditions of By-law 8.3;

as of the date the employee intends to utilise the additional leave either of these requirements can be waived where an employee has attempted to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of the agency.

- (e) If an employee does not use the purchased leave within the period agreed and leave is not deferred, it will lapse and the employee will be reimbursed monies paid.
- (f) Purchased leave must be taken in minimum periods of one week.
- (g) Where a public holiday falls within a period of purchased leave the period of the public holiday is not deducted from the employee's purchased leave balance.

61.4 Independent advice

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.

61.5 Agreement

- (a) A purchased leave agreement must be in writing.
- (b) A purchased leave agreement is non-renewable. On the expiry of an existing agreement, the employee may lodge a new application for approval by the CEO.

61.6 Cessation of purchased leave

- (a) A purchased leave arrangement may cease in the following ways:
 - (i) At the request of the employee on the giving of four weeks written notice to the CEO, provided that approval of the request is at the discretion of the CEO, based on operational and other relevant considerations.
 - (ii) At the initiative of the CEO, on the giving of three months written notice to the employee, along with reasons for the cessation.
 - (iii) The employee ceases employment with the NTPS.
 - (iv) The employee moves to a new work area within the agency, or to another agency (unless the new work area or agency agrees to continue the arrangement).
- (b) Where a purchased leave arrangement ceases in accordance with clause 61.6(a) the employee will be reimbursed a lump sum payment of monies paid within two months of the date of cessation, provided that where the employee has already commenced the period of purchased leave, the employee will be reimbursed monies paid on a pro rata basis, in accordance with the portion of monies relating to the unused period of leave.

62 Personal Leave

62.1 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).

62.2 General

- (a) An employee may, subject to notice and evidence requirements, 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).

62.3 Definitions

For the purpose of this clause:

- (a) **child:** see clause 63.3(a);
- (b) **de facto partner:** see clause 63.3(b);
- (c) **immediate family:** see clause 63.3(c);
- (d) **medical certificate** means a certificate signed by a registered health practitioner;
- (e) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;
- (f) **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); and
- (g) **spouse:** see clause 63.3(d).

62.4 Paid Personal Leave Entitlement

- (a) An ongoing full-time employee is entitled to:
 - (i) three weeks paid personal leave on commencement of employment; and

- (ii) three weeks paid personal leave on each anniversary of the employee's commencement date subject to 62.4(g).
- (b) A fixed period full-time employee is entitled to:
 - (i) two days paid personal leave on commencement of employment;
 - (ii) up to one week of paid personal leave for each period of two months service provided that the total leave does not exceed three weeks within the first 12 months of service; and
 - (iii) three weeks paid personal leave annually on the anniversary of the employee's commencement date.
- (c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 62.4(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 is entitled to paid personal leave on a pro rata basis in accordance with the employee's agreed hours of work.
- (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 62.8;
 - (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 one day.

62.5 Unpaid carer's leave – casual employees

- (a) Casual employees are entitled to two days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clauses 62.7 and 62.8.
- (b) Unpaid carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.
- (c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 62.5(a).

62.6 Additional Personal Leave

Where paid personal leave credits are exhausted:

- (a) Unpaid carer's leave
 - (i) An employee is entitled to access up to two 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 two 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 62.6(a)(i).
- (b) An 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 62.6 is subject to the notice and evidence requirements in clauses 62.7 and 62.8.

62.7 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.

62.8 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 62.8(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 62.2(a)(i), 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 the absence.
- (c) Subject to clause 62.8(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 62.2(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 five days or the equivalent number of hours of duty per personal leave year, provided that no more than three of those days may be consecutive working days or the equivalent number of hours of duty.
- (e) An employee who is a shiftworker may access personal leave without providing documentary evidence up to a maximum of the employee's weekly hours or five shifts, whichever is the greater, provided that no more than three of those shifts may be consecutive working days.

62.9 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of clauses 62.7 and 62.8 and the recreation leave and long service leave provisions, an employee may access paid personal leave during periods of recreation and long service leave.
- (b) Where recreation leave or long service leave had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

62.10 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 62.10(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 one to which clause 62.10(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known;

and 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.

62.11 Infectious disease

Where an employee produces documentary evidence that:

- (a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act*; and
- (b) by reason of any law of the Territory or 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) recreation leave in relation to any period during which the employee does not actually suffer from illness.

62.12 War service

The Commissioner shall determine the conditions under which personal leave may be granted to an employee where an illness or injury is directly attributed to the employee's war service, provided satisfactory medical evidence is produced.

62.13 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.

63 Compassionate Leave

63.1 Relationship with By-laws and other instruments

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

63.2 Except where otherwise stated in this clause, this clause does not apply to employees engaged on a casual basis.

63.3 Definitions

For the purpose of this clause:

- (a) **child** means birth, an adopted, step or adult child;
- (b) **de facto partner** means:
 - (i) 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
 - (ii) includes a former de facto partner of the employee.
- (c) **immediate family** means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (d) **spouse** includes a former spouse.

- 63.4 Subject to clauses 63.5 and 63.6, in the event of the death of, or an illness or injury posing a serious threat to the life of an employee's immediate family or household member an employee is entitled to:
- (a) three days paid compassionate leave on each occasion; or
 - (b) two days unpaid compassionate leave in the case of a casual employee.
 - (c) Such leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the CEO.
 - (d) The CEO may grant an additional period of unpaid compassionate leave.

63.5 Notice Requirements

An employee must provide the CEO with notice of the taking of leave under this clause 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.

63.6 Documentation Requirements

The CEO may require an employee to produce documentary evidence of the need for compassionate leave.

64 Domestic and Family Violence

- 64.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic and family violence (including 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 purposes. Additional support may be available to these employees through their agency.

- 64.2 Leave with pay is available to an employee who is experiencing domestic and family 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.

- 64.3 Domestic and family violence leave is accessed in accordance with By Law 18 – Miscellaneous Leave and is in addition to other leave entitlements. Domestic and family violence leave will count as service for all purposes.

- 64.4 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.
- 64.5 Reasonable adjustments should be considered to ensure the individual's safety in the workplace (eg different work locations, removal of phone listing or changes to NTG email addresses).

65 Cultural and Ceremonial Leave

- 65.1 Recognising the important role Aboriginal Health Practitioners play in their community, support should be provided for employees to access unpaid cultural leave where operationally viable to accommodate cultural leave requests.
- 65.2 An employee is entitled to up to five days unpaid cultural leave for cultural or 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.
- 65.3 The CEO may, on application grant leave subject to 65.5 and 65.6.
- 65.4 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.
- 65.5 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 Agency operations.
- 65.6 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.
- 65.7 Alternately an employee may access their paid recreation or long service leave entitlements for the purpose of undertaking cultural or ceremonial obligations.
- 65.8 In addition, employees who wish to partake in activities associated with NAIDOC Day subject to pre-approval may work additional hours to enable sufficient time off in lieu or flextime credits to be accrued to cover this period.

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

66 Parental Leave

- 66.1 Relationship with By-law, National Employment Standards and other instruments.
- (a) This clause sets out all entitlements in relation to parental leave, and replaces all By-law provisions relating to maternity, paternity/partner, and adoption leave.

- (b) This clause is to be read in conjunction with the National Employment Standards to the extent that if this clause provides a lesser entitlement than the National Employment Standards, the National Employment Standards will apply.

66.2 Application

Full-time, part-time and eligible casual employees are entitled to parental leave under this clause if the leave is associated with:

- (a) the birth of a child of the employee or the employee's spouse (includes a child born of a surrogacy arrangement); or
- (b) the placement of a child with the employee for adoption; and

the employee has or will have a responsibility for the care of the child.

66.3 Definitions

For the purpose of this clause:

- (a) **appropriate safe job** means a safe job that has:
 - (i) the same ordinary hours of work as the employee's present position; or
 - (ii) a different number of ordinary hours agreed to by the employee.
- (b) **child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's spouse;
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with an employee.
- (c) **continuous service** in relation to a period of service by an employee, means a period of service with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, or the Northern Territory.
- (d) **day of placement** refers to the adoption of a child and means the earlier of the following days:
 - (i) the day on which the employee first takes custody of the child for the adoption;
 - (ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (e) **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.

- (f) **eligible casual employee** means a casual employee engaged by the employer on a regular and systemic basis for a sequence of periods of employment during 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. there was not more than three months break between the two engagements; and
 - C. the length of the two engagements is at least 12 months.
- (g) **employee couple** means a couple who are accessing the benefits of clause 66.14 both of whom are NTPS employees and have completed a minimum of 12 months continuous service and whom are both eligible for paid parental leave whether under primary caregiver parental leave or the partner leave provisions.
- (h) **medical certificate** means a certificate signed by a medical practitioner.
- (i) **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.
- (j) **primary caregiver** means the person who is the primary carer of a newborn or newly adopted child at the time of birth or adoption and who continues to be the primary carer immediately following birth or day of placement. The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary carer. In most cases, the primary carer will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- (k) **spouse** includes a de facto partner or former spouse.

66.4 General Conditions

- (a) Except where otherwise stated in this clause, parental leave is available to only one parent at a time in a single continuous period.
- (b) Weekends, public holidays, programmed days off and rostered days off are part of parental leave and do not extend the period of leave.
- (c) During a period of parental leave relating to the birth or adoption of a child an employee may require parental leave for the birth or adoption of a subsequent child. An employee can elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.

66.5 Types of Parental Leave

Parental leave entitlements are summarised in the following table:

	Paid Leave	Unpaid Leave	Total	Refer Clause
Primary Caregiver Parental Leave – <i>commences before or from birth or day of placement</i>				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	66.6(b)
At least 12 months and less than 5 years continuous service	14 weeks (or 28 weeks half pay)	142 weeks	156 weeks (3 years)	66.6(c)(i)
5 or more years continuous service	18 weeks (or 36 weeks half pay)	138 weeks	156 weeks (3 years)	66.6(c)(ii)
<i>Pro rata paid primary caregiver parental leave</i>				
5 years continuous service achieved during first 18 weeks of parental leave	14 weeks + pro rata paid leave applicable after reaching 5 years continuous service (up to 4 weeks)	142 weeks minus any pro rata paid leave	156 weeks (3 years)	66.6(c)(iii)
12 months continuous service achieved during first 14 weeks of parental leave	Pro rata paid leave applicable after reaching 12 months continuous service (up to 14 weeks)	52 weeks minus any pro rata paid leave	52 weeks	66.6(d)
Partner Leave				
<i>Up to 8 weeks leave associated with time of birth/adoption (or in separate periods in first 12 months) where employee's partner is primary carer at time of birth/adoption</i>				

	Paid Leave	Unpaid Leave	Total	Refer Clause
Less than 12 months continuous service or eligible casual employee	0	8 weeks	8 weeks	66.7(b)(i)
At least 12 months and less than 5 years continuous service	1 week (or 2 weeks at half pay)	7 weeks	8 weeks	66.7(b)(ii)
5 or more years continuous service	2 weeks (or 4 weeks at half pay)	6 weeks	8 weeks	66.7(b)(iii)
<i>Longer partner leave: up to 3 years or 12 months – not primary carer – may commence at a time after birth or day of placement – must end within 3 years or 24 months of birth/adoption (whichever is applicable)</i>				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	66.7(c)(i)
At least 12 months continuous service	0	156 weeks (3 years)	156 weeks (3 years)	66.7(c)(ii)
<i>In relation to Partner Leave an employee with at least 12 months continuous service may be eligible for some paid leave during the three year period. (See clauses 66.7(d) and 66.7(e)).</i>				
Pre-Adoption Leave - All employees (including casuals)	-	2 days	2 days	66.9
Special Maternity Leave	Refer clause 66.10			
Paid no safe job leave - Full-time / part-time employees and eligible casual employees	The 'risk period' as per medical certificate	0	The 'risk period' as per medical certificate	66.13(a)
Unpaid no safe job leave - Casual employees	0	The 'risk period' as per medical certificate	The 'risk period' as per medical certificate	66.13(b)

66.6 Primary Caregiver Parental Leave

- (a) Only one parent can receive primary caregiver parental leave entitlements in respect to the birth or the adoption of their child. An employee cannot receive primary caregiver parental leave entitlements:
 - (i) if their spouse is, or will be, the primary caregiver at, and immediately following, the time of the birth or day of placement of their child;
 - (ii) if the employee has taken, or is eligible for, partner leave entitlements under clause 66.7 in relation to their child; or
 - (iii) if they are a casual employee, other than an eligible casual employee.

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 new born child, but not where they voluntarily choose not to.

- (b) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, who will be the primary caregiver of their child is entitled to up to 52 weeks unpaid parental leave.
- (c) An employee who has completed at least 12 months continuous service at the time of commencing parental leave and who will be the primary caregiver of their child is entitled to up to three years primary caregiver parental leave, comprising:
 - (i) where continuous service completed at the time of commencing parental leave is at least 12 months and less than five years: 14 weeks paid parental leave and 142 weeks unpaid parental leave; or
 - (ii) where continuous service completed is five or more years at the time of commencing parental leave: 18 weeks paid parental leave and 138 weeks unpaid parental leave; or
 - (iii) where the employee will achieve five years continuous service (the qualifying period) during the first 18 weeks of their parental leave: the first 14 weeks will be paid and the portion of leave (up to 4 weeks) after the end of the qualifying period will be paid. Any remaining balance, up to three years, will be unpaid parental leave.
 - A. The employee is not entitled to receive more than 18 weeks paid parental leave.
 - B. With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 18 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable an employee to access the pro rata paid leave in clause 66.6(c)(iii).

For example: During their primary caregiver parental leave an employee achieves five years continuous service at the end of week 15. The employee is entitled to paid parental leave for the first 14 weeks, unpaid leave in week 15, and three weeks paid leave in weeks 16 to 18. The balance of 139 weeks primary caregiver parental leave available to the employee will be unpaid.

- (d) An employee who will achieve 12 months continuous service (the qualifying period) during the first 14 weeks of their parental leave and who will be the primary caregiver of their child is entitled to up to 52 weeks of parental leave, comprising:
 - (i) unpaid parental leave from commencement of parental leave until the time the employee has achieved 12 months continuous service; and
 - (ii) paid parental leave for any period after the qualifying period and up to 14 weeks from the commencement of parental leave; and
 - (iii) unpaid parental leave, up to 52 weeks, for the remaining balance.
 - (iv) The employee is not entitled to receive more than 14 weeks paid leave.
 - (v) With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 14 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable the employee to access the pro rata paid leave in clause 66.6(d).

For example: During their primary caregiver parental leave an employee achieves 12 months continuous service at the end of week three. The employee is entitled to unpaid parental leave for the first three weeks, 11 weeks paid parental leave in weeks four to 14. The balance of 38 weeks primary caregiver parental leave available to the employee will be unpaid.

- (e) Commencement of Primary Caregiver Parental Leave
 - (i) An employee who is pregnant may commence primary caregiver parental leave at any time within six weeks immediately prior to the expected date of birth of the child. The period of parental leave must commence no later than the date of the birth of the child.
 - (ii) An employee who is adopting a child may commence primary caregiver parental leave at any time in the two weeks before the day of placement.
 - (iii) In all other cases, primary caregiver parental leave commences on the date of birth or day of placement of the child.
- (f) Where an employee's child dies during a period of primary caregiver leave, the employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of clause 66.19 apply.

- (g) An employee is not entitled to primary caregiver leave unless the notice and evidence requirements in clause 66.8 have been complied with.

66.7 Partner Leave

- (a) Partner leave is available to an employee who will have a parental responsibility for the care of their child but who is not the primary caregiver. Subject to applicable notice and evidence requirements, an employee may access:
 - (i) up to eight weeks partner leave within the first 12 months of the birth or adoption of their child, taken at the same time employee's spouse may be on leave, which can be taken in one block or broken into separate periods (refer clause 66.7(b)); and
 - (ii) where employee requires a longer period of partner leave, up to 12 months or 3 years depending on the employee's years of continuous service (refer clause 66.7(c)).

Note: The longer period of partner leave must be taken in a single continuous period unless the employee is accessing the combined parental leave provisions.

Eight Weeks Partner Leave

- (b) An employee is entitled to up to 8 weeks partner leave, comprising:
 - (i) where continuous service is less than 12 months at the time of commencing partner leave, or an eligible casual employee: eight weeks unpaid partner leave; or
 - (ii) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: one week paid partner leave and seven weeks unpaid partner leave; or
 - (iii) where continuous service completed is five or more years at the time of commencing partner leave: two weeks paid partner leave and six weeks unpaid partner leave.
- (iv) The eight week partner leave entitlements:
 - A. are an exception to the rule that parental leave is to be available to only one parent at a time in a single continuous period;
 - B. are to be taken in the first 12 months from date of birth or day of placement of the child;
 - C. may commence one week prior to the expected date of birth of the child or the time of placement in the case of adoption. The CEO and employee may agree to alternative arrangements regarding commencement of partner leave;
 - D. can be taken in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise;

- E. requires the employee to give notice to the CEO at least 10 weeks before first starting the leave, and at least four weeks notice before starting any subsequent period of leave. If that is not practicable, as soon as practicable, which may be a time after the leave has started; and
- F. the notice must specify the intended start and end dates of the leave.

12 Months or Three Years Partner Leave (Longer Partner Leave)

- (c) An employee is entitled to a period of longer partner leave as follows:
 - (i) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, up to 12 months unpaid parental leave, provided such leave must end within 24 months of the date of birth or day of placement of their child.
 - (ii) An employee with at least 12 months continuous service at the time of commencing parental leave up to three years unpaid parental leave, provided such leave must end within three years of the date of birth or day of placement of their child.
 - (iii) Partner leave may commence at a date later than the date of birth or day of placement of their child but must not extend beyond specified limits under this clause.
 - (iv) An employee is not entitled to the longer partner leave unless the notice and evidence requirements in clause 66.8 have been complied with.
- (d) An employee, not entitled to Combined Parental Leave in clause 66.14, may be entitled to have a portion of their unpaid longer partner leave under clause 66.7(c)(ii) paid, subject to the following:
 - (i) the employee's spouse was the primary caregiver at and immediately following the time of the birth or placement of the child; and
 - (ii) the employee's spouse has ceased to be the primary caregiver (eg returned to work) before the child is 14 weeks old or within 14 weeks from placement in the case of adoption;
 - A. The reference to '14 weeks' in clause 66.7(d)(ii) to be read as '18 weeks' where an employee has five or more years continuous service at the time of commencing longer partner leave.
 - (iii) as a consequence of the employee's spouse no longer able to be the primary caregiver (eg returning to work), 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;
 - (iv) the notice and evidence requirements for taking longer partner leave in clause 66.7(c) have been complied with; and
 - (v) the amount of paid leave available is as per clause 66.7(e).

- (e) An employee eligible for paid longer partner leave under clause 66.7(d) may access a period of paid leave as follows:
 - (i) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 14 weeks from the birth or placement of the child; or
 - (ii) where continuous service completed is five or more years at the time of commencing partner leave: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 18 weeks from the birth or placement of the child.

For example: An employee's spouse, who is not an NTPS employee, gives birth to a child and is off work for six weeks after the child is born as the primary caregiver. The NTPS employee (the child's other parent) has over five years of continuous service and takes two weeks paid partner leave when the baby is born. When the child is six weeks old the employee's spouse returns to her non-NTPS job and the NTPS employee takes longer partner leave to take over care of the couple's child. NTPS employee would be paid for 12 weeks of the longer partner leave after providing evidence showing that their spouse had ceased to be primary caregiver. This payment covers the period from the seventh to the eighteenth week following the birth of the child.

66.8 Notice and Evidence Requirements

- (a) An employee must give the CEO the following notice and evidence in relation to parental leave under clause 66.6 (primary caregiver) or clause 66.7(c) (longer partner leave):
 - (i) At least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates.
 - (ii) At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the CEO of any changes to the notice provided in clause 66.8(a)(i), unless it is not practicable to do so.
 - A. At this time, the employee must also provide a statutory declaration stating that the employee will become either the primary caregiver (relates to primary caregiver leave) or have a responsibility for the care of the child (relates to partner leave), as applicable, at all times whilst on leave.
 - (iii) The employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstance. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

- (b) An employee who has given the CEO notice of the taking of parental leave must give the CEO evidence that would satisfy a reasonable person:
 - (i) if the leave is birth-related leave – of the date of birth, or the expected date of birth, of the child; or
 - (ii) if the leave is adoption-related leave – of the day of placement, or the expected day of placement, of the child.
- (c) Without limiting clause 66.8(b), the CEO may require the evidence to be a medical certificate.
- (d) An employee applying for paid partner leave under clauses 66.7(d) and 66.7(e) will be required to provide the CEO with evidence that would satisfy a reasonable person that the employee's spouse is no longer able to be the primary caregiver of the couple's child.

66.9 Pre-adoption Leave

- (a) This clause applies to employees, eligible casual employees and casual employees.
- (b) An employee seeking to adopt a child is entitled to up to two days unpaid leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
- (c) Such leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.
- (d) An employee must provide the CEO with notice of the taking of leave under this clause 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.
- (e) The CEO may require the employee to provide satisfactory evidence supporting the pre-adoption leave.

66.10 Special Maternity Leave

- (a) This clause applies where a pregnant employee, including an eligible casual employee, has not yet commenced parental leave and the employee requires special maternity leave because:
 - (i) the employee has a pregnancy-related illness; or
 - (ii) the employee has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (b) 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.

- (c) The period of special maternity leave that an employee is entitled to take is such period as a medical practitioner certifies as necessary.
- (d) Special maternity leave must end before the employee starts primary caregiver leave.
- (e) Special maternity leave taken by the employee because the employee has a pregnancy-related illness:
 - (i) will be unpaid;
 - (ii) must end before the employee starts any period of primary caregiver parental leave; and
 - (iii) will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.
- (f) Special maternity leave taken by the employee in all other circumstances permitted under this clause will be:
 - (i) unpaid if the pregnancy ends more than 20 weeks before the expected date of birth;
 - (ii) unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the employee has not completed 12 months continuous service, or is an eligible casual employee, at the time of commencing leave; or
 - (iii) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed 12 months continuous service at the time of commencing leave; or
 - (iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed five years continuous service at the time of commencing leave.
- (g) Where an employee's qualifying period of 12 months continuous service referred to in clause 66.10(f)(iii) ends within 14 weeks of the date on which the employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (h) Where an employee's qualifying period of five years continuous service referred to in clause 66.10(f)(iv) ends within 18 weeks of the date on which the employee commenced leave, the first 14 weeks will be paid and any additional leave (up to four weeks) will only apply for that period of the 18 week period commencing after the end of the qualifying period.
- (i) To be entitled to special maternity leave an employee must as soon as is reasonably practicable, give the CEO a written application stating the date on which the employee proposes to commence the leave and the period of leave to be taken; and

- (i) in the case of special maternity leave taken because of pregnancy-related illness, a medical certificate from a medical practitioner stating that the employee is unfit to work for a stated period because of a pregnancy related illness; or
- (ii) in the case of special maternity leave taken in all other circumstances permitted under this clause, a medical certificate from a medical practitioner stating that:
 - A. the employee's pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child; and
 - B. the employee will be unfit for work for a stated period.

66.11 Continuing to work while pregnant

- (a) Where an employee continues to work within the six week period immediately prior to the expected date of birth, the employee must provide a medical certificate stating that the employee is fit to work their normal duties.
- (b) The CEO may require the employee to start parental leave if the employee:
 - (i) does not give the CEO the requested medical certificate within seven days after the request; or
 - (ii) within seven days after the request for the certificate, give the CEO a medical certificate stating that the employee is unfit for work.

66.12 Transfer to an Appropriate Safe Job

- (a) 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 in their present work for a stated period (the risk period), 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.
- (b) An employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until commencement of parental leave.
- (c) During the risk period the employee is entitled to the employee's base rate of pay (for the position the employee was in before the transfer) for the ordinary hours that the employee works in the risk period.
- (d) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

66.13 No Appropriate Safe Job Leave (Paid / Unpaid)

(a) Paid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

- (i) the employee is entitled to primary caregiver leave; and
- (ii) the employee has complied with the notice and evidence requirements of clause 66.8 for taking parental leave;

then the employee is entitled to paid no appropriate safe job leave for the risk period.

(b) Unpaid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

- (i) the employee is not entitled to primary caregiver leave; and
- (ii) if required by the CEO, the employee has provided a medical certificate certifying of the pregnancy;

then the employee is entitled to unpaid no appropriate safe job leave for the risk period.

66.14 Combined Parental Leave

- (a) An employee couple (as defined in clause 66.3(g)), provided each satisfies the service requirements, may elect to combine their parental leave entitlements provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three years from the commencement of the leave.

(b) Combined Parental Leave is subject to:

- (i) compliance with all applicable notice and evidence requirements for taking parental leave under this clause;
- (ii) the eight week partner leave entitlement (where both employees take parental leave at the same time) being used by the employee couple for a maximum of eight weeks and in accordance with partner leave provisions as set out in clause 66.7(b);
- (iii) the balance of the combined leave being used by the member of the employee couple who has submitted a statutory declaration in which the employee has stated that they will have a responsibility for the care of the child for the total remaining unpaid leave balance;
- (iv) a maximum of two interchanges of employees sharing the combined parental leave;

- (v) where an employee couple combine their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, the employee shall be paid at their salary for the period of leave; and
- (vi) both employees need to apply for and utilise parental leave.

66.15 Parental Leave at Half Pay

- (a) This clause does not apply to paid longer term partner leave under clause 66.7(d).
- (b) An employee who is entitled to paid parental leave may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.
- (c) Where an employee utilises half pay parental leave:
 - (i) 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.

- (ii) salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay; and
- (iii) the maximum period of parental leave will not be extended.

66.16 Access to Other Leave Entitlements While on Parental Leave

- (a) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
- (b) Taking other paid leave in conjunction with parental leave:
 - (i) does not break the continuity of the period of parental leave; and
 - (ii) the maximum period of parental leave will not be extended.

66.17 Employment While on Parental Leave

- (a) NTPS employment (other than keeping in touch days)

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) Keeping in touch days
 - (i) During a period of parental leave an employee may agree to attend the workplace on up to 10 separate occasions (up to one day per occasion) so as to keep in touch with developments in the workplace (for meetings and training etc.) in order to facilitate a return to employment at the end of the period of leave.
 - (ii) Payment for keeping in touch days:
 - A. during unpaid leave: an employee will be paid their normal salary for the days (or part days) work is performed; or
 - B. during paid parental leave: an employee will be paid their normal salary for the days (or part days) work is performed and the CEO will authorise the equivalent period of paid parental leave to be re-credited.
 - (iii) After considering all the circumstances, including any employment under clause 66.17(a), the CEO may approve an amount of keeping in touch days in excess of 10 days.
- (c) An employee on unpaid parental leave may only engage in outside employment in accordance with the PSEM Act.
- (d) Employment under this clause during a period of parental leave will not:
 - (i) prevent the employee from re-commencing parental leave; or
 - (ii) extend the maximum period of parental leave.

66.18 Consultation and Communication During Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce substantial change at the workplace, the CEO will take reasonable steps to:
 - (i) make information available; and
 - (ii) provide an opportunity for the employee 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.
- (b) The employee will take reasonable steps to inform the CEO about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis in accordance with clause 66.19(e).

66.19 Returning to Work After a Period of Parental Leave

- (a) An employee who will be, or is, the birth giver and who elects to return to work during the six weeks following the birth of their child must provide a medical certificate stating that the employee is fit for work during that period.
- (b) Returning to work early
 - (i) During the period of parental leave an employee may return to work at any time as agreed between the CEO and the employee.
 - (ii) A written application requesting an early return to work must be made at least:
 - A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period of 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.
 - (iii) Responses to the employee's request must be in accordance with clause 66.21.

(c) Returning to work at conclusion of leave

An employee must notify the CEO in writing prior to the expiration of parental leave that the employee intends to return to work. Notice must be given at least:

- (i) four 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.

(d) Returning to pre-parental leave position

An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an employee who:

- (i) was transferred to an appropriate safe job under clause 66.12 prior to commencing leave, to the position held immediately prior to such transfer; or
- (ii) was promoted to a new position during the period of parental leave, to the new position.

- (e) Returning to work part-time
 - (i) To assist in reconciling work and parental responsibilities, if agreed between the CEO and the employee, the employee may return to work on a part-time basis to care for the child who is of school age or younger, provided that such a request is not made less than eight weeks prior to the date that the employee is due to return to work.
 - (ii) Part-time employment will be facilitated in accordance with clause 20 (Part-Time Employment).
 - (iii) Responses to requests will be in accordance with clause 66.21.

66.20 Extend Period of Parental Leave

Note: An employee who has initially taken three years parental leave (ie the maximum parental leave entitlement), is not entitled to extend their period of parental leave under this clause.

- (a) In this clause a reference to 'parental leave' means primary caregiver parental leave under clause 66.6 or the longer term partner leave under clause 66.7(c), whichever is applicable.
- (b) If an employee initially requested less than 12 months of parental leave they can extend their leave up to 12 months from time of commencing their leave (eg from six months to 12 months). This extension is a right and cannot be refused by the CEO if written notice of at least four weeks is given by the employee before the employee's expected return to work.
- (c) Any further extension (eg from 12 months to 18 months; from 12 months to 30 months) is by agreement between the CEO and employee, provided that:
 - (i) employees with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, cannot extend parental leave beyond 24 months after the date of birth or day of placement of their child; or
 - (ii) employees with at least 12 months continuous service at the time of commencing parental leave cannot extend parental leave beyond three years after the date of birth or day of placement of their child.
- (d) If an employee, who is eligible for up to three years parental leave, initially requested more than 12 months of parental leave, they can request an extension by giving 12 weeks notice before their expected return to work.
 - (i) If required, an employee may request one more extension up to a total of three years.
 - (ii) An employee cannot extend the period of parental leave beyond three years after the date of birth or day of placement of the child.

- (e) Responses to requests to extend parental leave under this clause will be in accordance with clause 66.21.
- (f) Any additional parental leave granted under this clause will be unpaid.

66.21 CEO's Consideration of Employee's Request

- (a) This clause applies to an employee's request to return to work early (clause 66.19(b)), work part-time (clause 66.19(e)) or extend parental leave (clause 66.20).
- (b) The CEO will consider the request and respond in writing within 21 days having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds. Reasonable business grounds include, but are not limited to:
 - (i) excessive cost of accommodating the request;
 - (ii) that there is no capacity to reorganise work arrangements of other employees to accommodate the request;
 - (iii) the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;
 - (iv) that there would be significant loss of efficiency or productivity;
 - (v) that there would be a significant negative impact on customer service.
- (c) The employee's request and the CEO's decision in respect of the request must be recorded in writing.

66.22 Replacement Employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- (b) Before a CEO engages a replacement employee the CEO must inform that person:
 - (i) of the temporary nature of the employment;
 - (ii) of the return to work rights of the employee who is being replaced; and
 - (iii) of the rights of the CEO to require the employee taking parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

66.23 Effect of Parental Leave on Service

- (a) A period of parental leave does not break an employee's continuity of service.

- (b) Subject to clause 66.23(c), any period of paid parental leave, including paid leave as a result of access to accrued entitlements under clause 66.16 will count as service.
- (c) Where any employee elects to take paid parental leave at half pay in accordance with clause 66.15, only the first one week, two weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.
- (d) Unless otherwise provided in this clause, any period of unpaid parental leave will not count as service.

66.24 Superannuation Contributions During Period of Parental Leave

- (a) This clause applies to an employee who is entitled to at least 14 weeks paid primary caregiver leave and who takes unpaid primary caregiver parental leave during the first 12 months of their parental leave period.
- (b) During the first 12 months of primary caregiver parental leave an employee will continue to receive Employer Superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, on any period of unpaid primary caregiver parental leave taken.
- (c) The maximum amount of employer superannuation contributions provided will be equivalent to the amount of employer superannuation contributions the employee would have received had the employee not been on approved primary caregiver parental leave.

67 Long Service Leave

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

68 Public Holidays

- 68.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.
- 68.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act* (NT).
- 68.3 An employee will observe any day proclaimed or gazetted as a public holiday.
- 68.4 An employee may be required to work on any public holiday.

69 Christmas Closedown

- 69.1 The CEO will consult with relevant employees where the agency, or part of the agency, will close down for a nominated period and where the closedown will occur provided that:
 - (a) at least three 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.
- 69.2 Closedown may apply to part of an agency 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 two months notice to cover the closedown period.
- 69.3 Employees affected by the closedown period must use either recreation leave, time off in lieu or flextime credits to cover the closedown period.
- 69.4 New employees, who will not be able to accrue enough leave credits to cover the closedown period, may be offered by the CEO, to work additional hours to enable sufficient time off in lieu or flextime credits to be accrued to cover the closedown period, or offered alternate work.
- 69.5 If an employee has insufficient accrued recreation leave entitlements, time off in lieu or flextime credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

70 Emergency Leave

An employee will be eligible for the grant of emergency leave in accordance with the By-law 15.

71 Employee Called as a Juror or Witness

Leave to enable an employee to attend as a witness or juror will be granted in accordance with the By-laws 20 or 21.

72 Leave to Attend Industrial Proceedings

- 72.1 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.
- 72.2 Leave to attend industrial proceedings counts as service for all purposes.

73 Leave for Grievance and Dispute Resolution Training

- 73.1 Leave of absence will be granted to an employee to attend short training courses or seminars on the following conditions:
 - (a) that agency 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.

- 73.2 Leave granted under clause 73.1 will be with full pay at ordinary time, excluding shift, penalty or overtime payments, and will count as service for all purposes.

Part 8 Preserved Entitlements for Long Term Employees

74 Northern Territory Allowance

Subject to satisfying the annual review requirements, an employee in receipt of the Northern Territory Allowance on the day prior to the commencement of this Agreement will be eligible to continue to receive the allowance as per By-law 26 and By-law 49.

75 Airfares and Other Related Entitlements

- 75.1 An employee may be entitled to the provisions under this clause if they meet the requirements of either Group A or Group B below:

- (a) Group A is an employee who is a compulsory transferee as defined clause 4(g).
- (b) Group B is an employee who was:
 - (i) employed prior to 1 August 1987; or
 - (ii) appointed to the Northern Territory Teaching Service prior to 12 April 1990; or
 - (iii) permanently transferred in accordance with the *Public Employment Mobility Act 1989* to the Northern Territory Public Service or the Northern Territory Teaching Service with a date of commencement in public employment preceding 1 August 1987 or 12 April 1990 respectively.
- (c) Group A employees are entitled to:
 - (i) All entitlements as per By-laws 45 – 54.
- (d) Group B employees are entitled to:
 - (i) Airfares as per By-law 33;
 - (ii) Kilometre Allowance as per By-law 34;
 - (iii) Travelling Time as per By-law 35;
- (e) 'Cashing up' of airfares on a common date for Group A and Group B employees:
 - (i) Leave airfare allowance will be paid to an eligible employee 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.
 - (ii) An employee may request in writing to receive payment of an accrued leave airfare allowance prior to the common payment date.

- (iii) 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 two months prior to the common payment date.
- (iv) Once payment has been made, there is no provision for an employee to repay monies in order to utilise kilometre allowance or travelling time.

SIGNATORIES to the NTPS Aboriginal Health Practitioner 2018-2022 Enterprise Agreement



Commissioner for Public Employment

Name: **Vicki Telford**

Address: GPO Box 4371
Darwin NT 0801

Dated: **17/9/19**



Erina Early

NT Branch Secretary

United Voice

Address: 38 Woods Street Darwin NT 0801

Bargaining Representative of NTPS Aboriginal Health Practitioners

Dated: **18 September 2019**

Schedule A NTPS Redeployment and Redundancy Entitlements

A.1 Definitions

A.1.1 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) **surplus employee** means an employee in relation to whom the CEO has requested that the employer exercise their powers under section 43 of the PSEM Act.
- (e) **union** means a trade union as defined in the FW Act and which is covered by this Agreement.

A.2 Consulting Relevant Unions

A.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.

A.2.2 The employer and/or CEO will provide relevant unions with the number of potentially surplus employees, their agency and their designation.

A.3 Finding of Other Suitable Employment

A.3.1 The employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.

A.3.2 In addition to any other action the employer and/or the CEO may have taken in the period before notice is given in accordance with clauses A.4 or A.5, the employee and CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

A.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 A.6.3 apply.

A.4 Voluntary Retrenchment

A.4.1 Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.

A.4.2 The surplus employee will have up to seven days from the date of a written offer of voluntary retrenchment to consider and accept the offer.

A.4.3 Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of four weeks notice from the date that the offer is accepted, or five weeks notice if the employee is over the age of 45 years.

A.4.4 The surplus employee may be retrenched at any time within the period of notice under clause A.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.

A.4.5 A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following weeks salary including, where applicable, Northern Territory allowance:

- (a) For an employee with at least one year but less than two years service: four weeks salary;
- (b) For an employee with at least two years but less than three years service: six weeks salary;
- (c) For an employee with between three years and three and a half years service: seven weeks salary; and
- (d) For an employee with greater than three and a half years service: two 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.

A.4.6 For the purpose of calculating payment under clause A.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 the employee's higher designation at the date of notification; and
- (b) where an employee has been paid a loading (ie shiftwork payment) 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 shall be counted as part of "weeks salary".

- A.4.7** The inclusion of allowances or loadings as salary, other than those specified in clause A.4.6 will be at the discretion of the employer.
- A.4.8** The entitlement under:
- (a) clause A.4.3 constitutes notice for the purposes of section 117 of the FW Act; and
 - (b) clause A.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.
- A.4.9** All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- A.4.10** Subject to clause A.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.
- A.4.11** A surplus employee who has a leave airfare entitlement pursuant to the By-laws, is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependants. This entitlement is in lieu of removal and relocation expenses in clause A.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.
- A.5 Notice of Redundancy**
- A.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.
- A.5.2** Subject to clause A.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.
- A.5.3** In addition to notice of redundancy under clause A.5.2, a surplus employee must be given four weeks formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause A.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.
- A.5.4** The period of notice under clause A.5.3 constitutes notice for the purposes of section 117 of the FW Act.

- A.5.5** The period of notice under clause A.5.2 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.

Example: A 50 year old employee with four 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 eight weeks redundancy pay which will be paid on termination.

- A.5.6** In accordance with clause A.3.2 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.

- A.5.7** With the approval of the CEO, a surplus employee who has received notice in accordance with clauses A.5.2 or A.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.

- A.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 A.5.2 and A.5.3.

- A.5.9** A surplus employee who has declined an offer of voluntary retrenchment prior to clauses A.5.2 and A.5.3 being invoked, is not entitled to receive a greater payment under clause A.5.8 than the employee would have been entitled to receive had the employee been voluntarily retrenched.

- A.5.10** For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses A.5.2 or A.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.

A.6 Transfer to Other Suitable Employment

- A.6.1** A potentially surplus employee or a surplus employee is entitled to four 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 four week notice period.

- A.6.2** A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving their 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.

A.6.3 Where a potentially surplus employee or a 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 A.5.2; or
 - (ii) four weeks; or
- (b) Where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause A.5.2.

A.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.

A.6.5 The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause A.6.4(b) is at the discretion of the employer.

A.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 and expenses experienced or incurred by reason of the employee's transfer which in the opinion of the employer were brought about by the transfer.

A.7 Use of Accrued Personal Leave

A.7.1 Subject to clause A.7.2 the periods of notice under clauses A.5.2 and A.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.

A.7.2 For the purposes of an employee entitled to income maintenance under clause A.6.3, the total extension permitted under clause A.7.1 is capped at six months.

Example: A 50 year old employee with 10 years service receives notice of redundancy under clause A.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 four weeks certificated personal leave, with the result that the total period of income maintenance ends up being 46 weeks.

A.8 Right of Review

A.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.

A.8.2 This right does not affect the employee's rights under the FW Act.

A.9 Substitution or Other Provisions

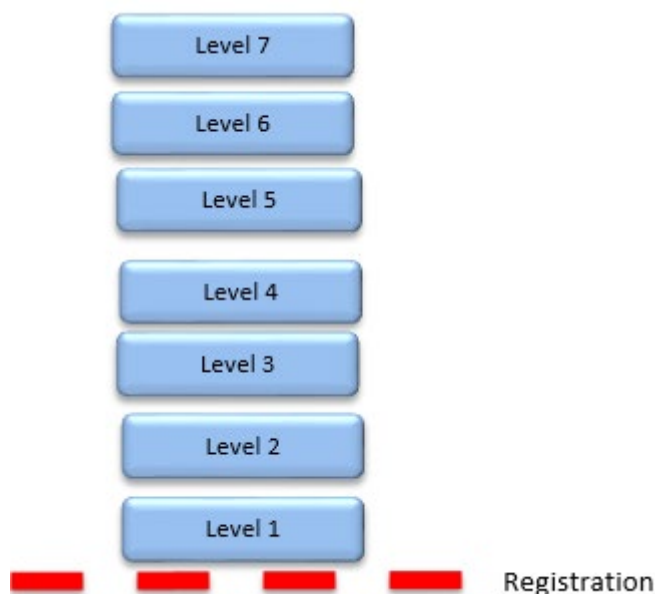
Where the employer and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to a potentially surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

A.10 Exemption

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

Schedule B

Aboriginal Health Practitioner Classification Structure



Aboriginal Health Practitioner Level 1 – Novice Aboriginal Health Practitioner

Novice Practitioner delivering front line services and direct client contact. Minimum qualification requirement is a Certificate IV in Aboriginal and Torres Strait Islander Health Practice. Successful Graduates may be eligible at this level when the Graduate Program has been developed.

Aboriginal Health Practitioner Level 2 – Experienced Aboriginal Health Practitioner

Experienced Practitioner working within a primary health care practice framework; to established protocols, rules, procedures and legislative requirements. Minimum qualification requirement is a Certificate IV in Aboriginal and Torres Strait Islander Health Practice.

Aboriginal Health Practitioner Level 3 – Advanced Aboriginal Health Practitioner/Specialist Aboriginal Health Practitioner/Team Leader

An experience and proficient practitioner who has been working as a successful practitioner with the ability to provide comprehensive Indigenous Primary Health Care Practice within the holistic concept and the ability to identify and assess meaningful aspects or principles of care. Can readily transfer knowledge gained from previous experiences with the ability to respond to community and medical emergencies. Minimum qualification requirement is a Diploma in Aboriginal and Torres Strait Islander Health Practice.

Aboriginal Health Practitioner Level 4 – Remote Senior Aboriginal Health Practitioner/Senior Specialist/Workforce Management Support Coordinators/Education and Training Coordinators

An experience and proficient senior practitioner with the skills to provide after hours on call emergency care; professional capabilities to deal with complex situations; and the ability to manage primary health care programs and/or are working within a specialised field. An awareness of and demonstrated respect for cultural diversity across the various communities. Minimum qualification requirement is an Advanced Diploma in Aboriginal and Torres Strait Islander Health Practice or equivalent.

Aboriginal Health Practitioner Level 5 – Manager Primary Health Care Centre/Senior Workforce Management Coordinator

Extensive and diverse experience as a practising Aboriginal Health Practitioner with the ability to manage a team within a large Primary Health Care practice. Experience in working across disciplines to achieve results, and the ability to engage with the Indigenous community. Minimum qualification requirement is a Bachelor of Applied Science in Indigenous Community Health.

Aboriginal Health Practitioner Level 6 – Professional Lead, Principal Aboriginal Health Practitioner Advisors

Extensive experience and significant positive results at the practice and managerial level. Has been practising as an Aboriginal Health Practitioner for several years. Plays a key role in providing professional leadership advice and support across health service delivery models. Minimum qualification requirement is a Bachelor of Applied Science in Indigenous Community Health or equivalent.

Aboriginal Health Practitioner Level 7 – Chief Aboriginal Health Practitioner

Provides high level strategic support and advice to the CEO, Minister and/or Executive on issues relevant to the successful integration of Aboriginal Health Practitioner profession into the continuum of care provided by the Department and service arms. Professional standing and external representation of the profession, at national, international and state levels. Has been practising as an Aboriginal Health Practitioner for several years. Minimum qualification requirement is a Bachelor of Applied Science in Indigenous Community Health or equivalent.

Schedule C Salaries - Current Structure

Designation	SALARY RATES EFFECTIVE 09.08.18 \$ p.a.	SALARY RATES EFFECTIVE 22.08.19 \$ p.a.	SALARY RATES EFFECTIVE 20.08.20 \$ p.a.	SALARY RATES EFFECTIVE 19.08.21 \$ p.a.
ATP Class 1	46 918 49 334	48 091 50 567	49 293 51 831	50 525 53 127
ATP Class 2	51 860 54 413 57 087 59 939 62 897	53 157 55 773 58 514 61 437 64 469	54 486 57 167 59 977 62 973 66 081	55 848 58 596 61 476 64 547 67 733
ATP Class 3	65 933 69 005 72 140 75 277	67 581 70 730 73 944 77 159	69 271 72 498 75 793 79 088	71 003 74 310 77 688 81 065
ATP Class 4	78 415 79 459 82 595	80 375 81 445 84 660	82 384 83 481 86 777	84 444 85 568 88 946
ATP Class 5	86 780 89 916 93 051 96 189	88 950 92 164 95 377 98 594	91 174 94 468 97 761 101 059	93 453 96 830 100 205 103 585
ATP Class 6	98 279 101 417 104 549	100 736 103 952 107 163	103 254 106 551 109 842	105 835 109 215 112 588

Schedule D Salaries - New Structure

Designation	SALARY RATES EFFECTIVE 09.08.18 \$p.a.	SALARY RATES EFFECTIVE 22.08.19 \$p.a.	New Designations	SALARY RATES EFFECTIVE 01.01.20 \$ p.a.	SALARY RATES EFFECTIVE 20.08.20 \$ p.a.	SALARY RATES EFFECTIVE 19.08.21 \$ p.a.
ATP Class 1	46 918 49 334	48 091 50 567				
ATP Class 2	51 860 54 413 57 087 59 939 62 897	53 157 55 773 58 514 61 437 64 469	AHP Class 1	60 059 61 682 63 306 64 930 66 553	61 560 63 224 64 889 66 553 68 217	63 099 64 805 66 511 68 217 69 922
ATP Class 3	65 933 69 005 72 140 75 277	67 581 70 730 73 944 77 159	AHP Class 2	67 955 71 766 75 578 79 389 83 201 87 013	69 654 73 560 77 467 81 374 85 281 89 188	71 395 75 399 79 404 83 408 87 413 91 418
ATP Class 4	78 415 79 459 82 595	80 375 81 445 84 660	AHP Class 3	89 624 94 026 98 429	91 865 96 377 100 890	94 162 98 786 103 412
ATP Class 5	86 780 89 916 93 051 96 189	88 950 92 164 95 377 98 594	AHP Class 4	101 382 103 063 104 745	103 917 105 640 107 364	106 515 108 281 110 048
ATP Class 6	98 279 101 417 104 549	100 736 103 952 107 163	AHP Class 5	107 887 111 450 115 013	110 584 114 236 117 888	113 349 117 092 120 835
			AHP Class 6	118 464 122 049 125 634 129 219	121 426 125 100 128 775 132 449	124 462 128 228 131 994 135 760
			AHP Class 7	133 095 136 564 140 031 143 500	136 422 139 978 143 532 147 088	139 833 143 477 147 120 150 765

Schedule E Allowances

Allowance	Clause	Frequency	RATES EFFECTIVE 01.01.19 \$	
Remote Locality Electricity Subsidy	47	p.a.		
Basic Entitlement				
Special Category	47	p.a.	\$	697
Category 1	47	p.a.	\$	1,392
Category 2	47	p.a.	\$	2,090
Category 3	47	p.a.	\$	2,787
Dependant/After-Hours Rate				
Special Category	47	p.a.	\$	871
Category 1	47	p.a.	\$	1,742
Category 2	47	p.a.	\$	2,613
Category 3	47	p.a.	\$	3,485
Overtime Meal Allowance	42	day	\$	21.70
On call				
- night rate	55	night	\$	30.80
- day/night rate	55	night & day	\$	46.20
Note:				
* The allowances contained in this Schedule will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year.				
* The allowances will not reduce if the Darwin Consumer Price Index is negative.				

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2019/3656

Applicant:

Commissioner for Public Employment for the Northern Territory

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190 *Fair Work Act 2009*

I, Helena Glew, Principal Consultant for the Office of the Commissioner for Public Employment give the following undertakings with respect to the *NTPS Aboriginal Health Practitioner 2018 – 2022 Enterprise Agreement* (“the Agreement”):

1. I have the authority given to me by the Commissioner for Public Employment to provide this undertaking in relation to the application before the Fair Work Commission.
2. Dispute Settling Procedures
 - a. Clause 11.1(b) of the Agreement will not affect the right to raise a dispute and have it dealt with in accordance with the Agreement’s dispute settling procedures.
3. Part-time Overtime (Non-Shiftworkers)
 - a. Clause 54.8(c) of the Agreement will be read subject to clause 20 of the Agreement.
 - b. The additional hours referenced in clause 54.8(c) will be paid at ordinary time when the employee elects to work additional hours and overtime will be paid for additional hours worked by direction.
 - c. This undertaking is to provide clarity that the agreed hours between the employee and CEO cannot be changed without agreement between the employee and CEO.
4. Recreation Leave

For the purpose of the additional week of annual leave provided for in the National Employment Standards of the *Fair Work Act 2009*, a shiftworker is an employee who is:

 - a. rostered to work ordinary shifts on any of the seven days of the week; and
 - b. is regularly rostered to perform work on Sundays and public holidays.
5. Employee called as a Juror or Witness

Clause 71 of the Agreement which provides for jury leave in accordance with by-law 20 or 21 will not be applied in a manner inconsistent with s.111 of the *Fair Work Act 2009*.



Helena Glew
Principal Consultant

Date: 15 November 2019