

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.







## **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

































## 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.

































- (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.





#### 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.*





































































- 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**

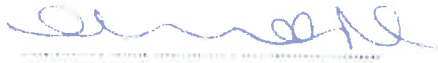
Subject to satisfying the annual review requirements, an employee in receipt of the Northern Territory Allowance on the day prior to the commencement of this Agreement will be eligible to continue to receive the allowance as per By-law 26 and By-law 49.

### **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 Telfor**

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.*













## 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.	\$	<b>697</b>
Category 1	47	p.a.	\$	<b>1,392</b>
Category 2	47	p.a.	\$	<b>2,090</b>
Category 3	47	p.a.	\$	<b>2,787</b>
Dependant/After-Hours Rate				
Special Category	47	p.a.	\$	<b>871</b>
Category 1	47	p.a.	\$	<b>1,742</b>
Category 2	47	p.a.	\$	<b>2,613</b>
Category 3	47	p.a.	\$	<b>3,485</b>
Overtime Meal Allowance	42	day	\$	<b>21.70</b>
On call				
- night rate	55	night	\$	<b>30.80</b>
- day/night rate	55	night & day	\$	<b>46.20</b>
<b>Note:</b>				
* 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.				

