

Northern Territory Public Sector
Dental Officers' 2014—2018
Enterprise Agreement

Part 1 Application and Operation of the Agreement

1. Title

This Agreement will be known as the Northern Territory Public Sector Dental Officers' 2014—2018 Enterprise Agreement.

2. Arrangement

Part 1 Application and Operation of the Agreement	1
1. Title.....	1
2. Arrangement	1
3. Definitions	4
4. Parties Covered by this Agreement	5
5. Period of Operation	6
6. Relationship to the PSEM Act.....	6
7. No Extra Claims	6
8. Negotiations for Replacement Agreement	6
9. Omitted.....	6
10. Objectives of the Agreement	7
11. Productivity	7
12. Dispute Settling Procedures.....	8
13. Omitted.....	10
14. Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace.	10
15. Security of Employment.....	11
16. Individual Flexible Working Arrangements.....	11
17. Variation to Working Arrangements for Groups of Employees.....	12
18. Management of Change and Consultation.....	13

19.	Union Rights.....	15
20.	Omitted.....	17
21.	Omitted.....	17
22.	Public Sector Consultative Council.....	17
Part 2 General Conditions of Employment.....		17
Division 1 Salaries, Allowances and Related Matters.....		17
23.	Engagement of Employees.....	17
24.	Rates of Pay.....	17
25.	Casual Employment.....	18
26.	Dental Officer Work Level Description.....	18
27.	Assessment for Progression.....	18
28.	Increments.....	20
29.	Allowance in Lieu of Private Practice.....	21
30.	Professional Development Reimbursement Payment.....	22
31.	Retention and Remote Service Allowance.....	23
32.	Higher Duties Allowance.....	24
33.	Accident Allowance.....	24
34.	Northern Territory Allowance.....	25
35.	Omitted.....	25
36.	Omitted.....	25
37.	Omitted.....	25
Division 2 Leave.....		25
38.	Parental Leave.....	25
39.	Compassionate Leave.....	25
40.	Personal Leave.....	27

41.	Recreation Leave	32
42.	Recreation Leave Loading.....	35
43.	Long Service Leave	36
44.	Remote Training Leave	36
45.	Sabbatical Leave.....	37
46.	Christmas Closedown.....	39
Division 3 Hours of Duty and Work Arrangements		40
47.	Span of Hours	40
48.	Clinic Hours.....	40
49.	Meal Breaks.....	40
50.	Public Holidays	40
51.	Principles of use of on-call, overtime and emergency duty	40
51A.	Additional Hours and Overtime.....	41
51B.	Workloads	42
52.	On-call	43
53.	Overtime	43
54.	Rest Relief after Overtime	46
55.	Emergency Duty	46
56.	Averaging of Hours	47
57.	Part-time Employment.....	47
Part 3 Other Matters.....		48
58.	Remote Community Work.....	48
59.	Training and Development	49
60.	Work-Life Balance	49
61.	Redeployment and Redundancy	52

62. Electricity Subsidy for Employees in Remote Localities	53
63. Omitted	54
64. Recovery of Overpayments and Relocation Costs on Cessation of Employment.	54
65. Superannuation	54
66. Salary Sacrifice.....	55
Signatories to the Northern Territory Public Sector Dental Officers' 2014 – 2018 Enterprise Agreement.....	57
Schedule 1 Dental Officer Salaries and Allowances	58
Part A: Salaries	58
Part B: Allowances	58
Table 1: Allowance in Lieu of Private Practice—Clause 29	58
Table 2: Professional Development Reimbursement Payment—Clause 30.....	59
Table 3: Retention and Remote Service Allowance—Clause 31	59
Table 4: Hourly Rate for Overtime (associated with Restriction Duty) or Emergency Duty Purposes - Clauses 53 and 55.....	59
Table 5: Northern Territory Allowance - Clause 34.....	60
Schedule 2: Dental Officer Work Level Descriptions	61

3. Definitions

For the purposes of this Agreement:

- (a) “Agreement” means the Northern Territory Public Sector Dental Officers’ 2014—2018 Enterprise Agreement;
- (b) “CEO” means the Chief Executive Officer of the Department of Health;
- (c) “Commissioner” means the Commissioner for Public Employment in the Northern Territory;
- (d) “Dental Officer” or “Dental Officers” means any dental practitioner granted registration as a dentist within Australia and who maintains current registration with the Dental Board of Australia and who is employed in one

of the designations listed in Part A of Schedule 1 of this Agreement by DOH;

- (e) “DOH” means the Department of Health;
- (f) “employee” means a Dental Officer employed by DOH under the PSEM Act;
- (g) “employer” means the Commissioner for Public Employment in the Northern Territory;
- (h) “FTE” means full time equivalent hours, which in the case of this Agreement is 36 hours and 45 minutes or 36.75 hours;
- (i) “FW Act” means the *Fair Work Act 2009* (Cth) as amended from time to time or any successor to that Act;
- (j) “FWC” means the Fair Work Commission, the body established under the FW Act;
- (k) “NTPS” means the Northern Territory Public Sector;
- (l) “NTPS Agreement” means the Northern Territory Public Sector 2013 – 2017 Enterprise Agreement (Agreement ID: AE405518), or any replacement agreement to that agreement;
- (m) “OHSNT” means Oral Health Services Northern Territory;
- (n) “party” or “parties” mean those entities specified in clause 4 of this Agreement;
- (o) “PSCC” means the Public Sector Consultative Council established under the PSEM Act;
- (p) “PSEM Act” means the *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;
- (q) “Union” means the Community and Public Sector Union (ABN 30 981 910 747), 191—199 Thomas Street, Haymarket, NSW, 2000.

4. Parties Covered by this Agreement

This Agreement covers:

- (a) the Commissioner;

- (b) the Union; and
- (c) Dental Officers.

5. Period of Operation

This Agreement will come into effect seven (7) days after approval from the Fair Work Commission (the “commencement date”) and will remain in force until 21 August 2018.

6. Relationship to the PSEM 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 is a comprehensive agreement and expressly includes all former award terms and conditions that the parties intend to continue to apply.
- 6.3 This Agreement will be read and interpreted in conjunction with the PSEM Act and will prevail over the latter to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.
- 6.4 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 formalisation of an amendment.
- 6.5 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 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 this Agreement.

9. Omitted

10. Objectives of the Agreement

- 10.1 The parties agree that continuous improvement strategies will contribute to the efficiency and productivity of the NTPS and it is the intention of the parties to build upon and enhance the human resource reforms contained in the PSEM Act through:
- (a) improved human resource practices;
 - (b) staff development;
 - (c) management and professional development programs; and
 - (d) other programs of continuous improvement.
- 10.2 The parties acknowledge the need to examine jointly and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes and the consultative mechanisms referred to in clause 18 “Management of Change and Consultation” will be employed by the parties for this purpose.
- 10.3 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within the NTPS, the parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.
- 10.4 The parties agree that this Agreement provides a basis for enabling employees to balance their work and personal lives.

11. Productivity

- 11.1 The parties to this Agreement recognise the skills, energy and cooperation of employees in increasing productivity across the Public Sector and that these improvements are integral to enhanced client service delivery and the career satisfaction and development of employees. Increasing productivity is an ongoing and evolutionary process that takes place within the context of changing Government priorities in policy and service delivery, new client demands, the introduction of new technology, more efficient and effective management and work practices, and ongoing skills development of the workforce.
- 11.2 It is also recognised that the former Dental Officers' Agreements and Determinations, and this Agreement were negotiated in the context of taking into account actual productivity improvements and further improvements expected during the term of this Agreement.

- 11.3 Productivity improvements, in this context, are understood to entail better use of employees' skills, more responsive solutions to client demands, improved quality of service, more cost-effective management and work practices or a combination of these factors.

12. Dispute Settling Procedures

- 12.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.

- 12.2 Subject to sub-clause 12.3 this clause sets out the procedures to be followed for avoiding and resolving disputes in relation to:

- (a) matters arising under this Agreement; or
- (b) the National Employment Standards.

- 12.3 However, this clause does not apply in relation to disputes about:

- (a) refusals for requests for flexible work arrangements on reasonable business grounds under sub clause 60.4 of this Agreement and 49.14(b) of the NTPS Agreement, and section 65(5) of the FW Act; or
- (b) requests for extended parental leave on reasonable business grounds under sub-clause 49.13 of the NTPS Agreement and section 76(4) of the FW Act.

- 12.4 An employee who has a grievance about matters referred to in sub-clause 12.3 can utilise section 59 of the PSEM Act.

12.5 General

- (a) In the event of a dispute arising in relation to a matter covered by this Agreement the following procedure will apply.
 - (i) 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.
 - (ii) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must co-operate to ensure that these processes are carried out expeditiously.
 - (iii) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has reasonable concerns about imminent risk to 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.

- (iv) 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.
- (v) Any decision or direction FWC makes in relation to the dispute will be in writing.
- (vi) Subject to the right of appeal under sub-clause 12.8(d), any direction or decision of FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties.

12.6 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 his or her 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 paragraph (i) above, it will be referred in writing to the relevant manager for resolution.
 - (iii) If the matter cannot be resolved under paragraph (ii) above, it will be referred in writing to the relevant CEO for resolution.
 - (iv) If the matter cannot be resolved under paragraph (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 paragraph (a) will begin within 48 hours of, and be completed within five working days of the referral relating to that particular stage.

12.7 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with sub-clause 12.6, any party may refer the dispute to FWC, for resolution by conciliation.

- (b) Provided the requirements of sub-clauses 12.5 and 12.6 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 FWC will be regarded as completed when:
 - (i) the parties have reached agreement on the settlement of the dispute; or
 - (ii) the member of FWC conducting the conciliation has either of his or her own motion or after application by any party, satisfied him or herself that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

12.8 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to FWC for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of 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 paragraph (d), the determination of FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.

13. Omitted

14. Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace

14.1 The Employer, CEOs and employees to this Agreement 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.

14.2 An employee who is aggrieved by his or her treatment in employment may seek a review under section 59 of the PSEM Act.

15. Security of Employment

- 15.1 The parties agree there will be no involuntary redundancies arising directly from the implementation of this Agreement.
- 15.2 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.

16. Individual Flexible Working Arrangements

- 16.1 The CEO (or delegate) and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement (including Schedules) if the arrangement:
- (a) deals with arrangements about when work is performed;
 - (b) meets the operational needs of DOH;
 - (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.
- 16.2 Arrangements are to be in writing and:
- (a) signed by the CEO and employee and if the employee is under eighteen years of age, signed by a parent or guardian of the employee;
 - (b) include 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;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (c) states the period of operation of the arrangement.

- 16.3 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.
- 16.4 The Commissioner will not approve an individual flexibility arrangement unless the Commissioner is satisfied that the requirements of this clause have been met.
- 16.5 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.
- 16.6 An employee may choose to be represented by his or her nominated representative in relation to the development and implementation of individual flexible arrangements under this clause.

17. Variation to Working Arrangements for Groups of Employees

- 17.1 A group of employees and DOH 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;
 - (b) commuted salaries or allowances;
 - (c) meal breaks; and
 - (d) leave.
- 17.2 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 or review the Agreement; and
 - (f) require approval of the Commissioner and implementation via

Determination or other appropriate instrument.

- 17.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.
- 17.4 The Union will be consulted on proposed arrangements prior to the approval of the Commissioner.

18. Management of Change and Consultation

18.1 This clause applies if the CEO:

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

Major Change

18.2 For the major change referred to in sub-clause 18.1(a):

- (a) the CEO must notify the relevant employees of that decision to introduce the major change; and
- (b) sub-clauses 18.3 to 18.9 apply.

18.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

18.4 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.

18.5 As soon as practicable after making a decision, the CEO must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and

- (iii) measures the CEO is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion – provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 18.6 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 18.7 The CEO must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 18.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the CEO, the requirements set out in sub-clauses 18.2(a), 18.3 and 18.5 are taken not to apply.
- 18.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of 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 of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 18.10 For change referred to in sub-clause 18.1(b):
- (a) the CEO must notify the relevant employees of the proposed change; and

- (b) sub-clauses 18.11 to 18.15 apply.
- 18.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 18.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the CEO of the identity of the representative;
- the CEO must recognise the representative.
- 18.13 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) for the purposes of the discussion – provide to the relevant employees;
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the CEO reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the CEO reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 18.14 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 18.15 The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees.

18.16 In this clause:

relevant employees means the employees who may be affected by a change referred to in sub-clause 18.1.

19. Union Rights

19.1 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 DOH will, upon notification to the CEO, be recognised as the accredited representative of the Union. Subject to the prior approval of the CEO, an accredited union delegate will be allowed reasonable time during working hours to consult with members or employees eligible to become members on employment matters affecting employees.

19.2 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 will be subject to the operational requirements of DOH.
- (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) he or she provides evidence satisfactory to the CEO of his or her 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.

19.3 Communication

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

20. Omitted

21. Omitted

22. Public Sector Consultative Council

The parties to this Agreement agree to utilise the PSCC established under the PSEM Act.

Part 2 General Conditions of Employment

Division 1 Salaries, Allowances and Related Matters

23. Engagement of Employees

23.1 A person may be engaged as an employee on a full-time or part-time basis.

23.2 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.

24. Rates of Pay

24.1 The rates of pay for Dental Officers will be increased as set out below:

- (a) 3% effective from 28 August 2014;
- (b) 3% effective from the first pay period to commence on or after 21 August 2015;
- (c) 3% effective from the first pay period to commence on or after 21 August 2016; and

- (d) 3% effective from the first pay period to commence on or after 21 August 2017.

24.2 The rates of pay applicable to this Agreement are contained in Part A of Schedule 1 of this Agreement.

24.3 The rates of pay will be determined as set out in the following formula:

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

25. Casual Employment

25.1 Dental Officers may be engaged on a casual basis as per the relevant Determination.

25.2 For a Dental Officer engaged on a casual basis the casual loading will be 20%.

26. Dental Officer Work Level Description

The work level descriptions for Dental Officers are set out in Schedule 2 of this Agreement.

27. Assessment for Progression

27.1 Dentists level 1 – 3 may apply for progression to the next highest pay point or for a promotion (i.e. D3 to SD1) subject to the provisions of this clause.

27.2 An employee seeking assessment within the Dental Officer structure:

- (a) to progress to the next pay point before having completed 12 months continuous service at a particular level (i.e. D1 to D2; D2 to D3); or
 - (b) to be promoted from Dentist level 3 (D3) to Senior Dentist level 1 (SD1);
- must apply to the CEO (or delegate).

27.3 Applications are to be in writing and:

- (a) will contain the names of five patients whom the Dental Officer wishes to be reviewed by the Clinical Assessment Panel ('the panel'), as convened in accordance with sub-clause 27.6; and
- (b) address assessment criteria as outlined in sub-clauses 27.7 and 27.8.

27.4 A Dental Officer who is on probation will not be eligible to apply for assessment. New Dental Officers, including fixed period employees, may apply for assessment after six months service.

27.5 A Dental Officer who has progressed to level D2 or D3, either under sub-clause

- 27.2(a) (pay progression) or clause 28 (Increments), must have completed at least six months at the new level before being eligible to apply for assessment to the next pay point or promotion.
- 27.6 Assessment will be made by the panel consisting of three members:
- (a) a Clinical Manager;
 - (b) a Dental Officer above Senior Dentist level 3; and
 - (c) a peer nominated by the applicant and acceptable to the other two members.
- 27.7 Assessment will be based on relevant professional standards set by the Dental Board of Australia, or such similar document as accepted by the CEO, as varied from time to time, and the relevant OHSNT policy specifying assessment criteria for progression.
- 27.8 Information for assessment will be gained by a clinical review of ten patients (five selected by the applicant and five patients selected by the panel) whom the applicant has treated within the previous 12 months and consideration of the applicant's general performance within the previous 12 months. The level of competence required by the Dental Officer to be granted pay progression or promotion under this clause will be specified in the OHSNT policy referred to in sub-clause 27.7.
- 27.9 The assessment will be conducted within three weeks of the initial application, and will be completed within two weeks of commencement, taking into consideration a time suitable to the applicant, the panel and the patients being reviewed.
- 27.10 Where an applicant is successful the increment will commence from the beginning of the first pay period commencing on or after the completion of the assessment.
- 27.11 Where an applicant for assessment is unsuccessful, either at the stage of application or appeal, as outlined in sub-clause 27.12:
- (a) D1 to D2 or D2 to D3: re-application for assessment may not be made for a further period of six months from the date of the first assessment. For the avoidance of doubt, the Dental Officer will be entitled to his/her annual increment after 12 months continuous service unless withheld in accordance with clause 28 (Increments). In accordance with sub-clause 27.5, where an increment is not withheld the Dental Officer is not eligible to apply for further progression until six months after the date of that increment.
 - (b) D3 to SD1: re-application for assessment may not be made for a further period of six months from the date of the first assessment.
- 27.12 An applicant may appeal the decision of the panel by submitting a written request to the CEO (or delegate), who will convene an appeal panel consisting of a chairperson,

two Dental Officers, one of whom will be nominated by the Union and a human resource officer. The decision of the appeal panel is final.

28. Increments

- 28.1 Dentists (D1 to D3) and Senior Dentists (SD1 to SD3) will be entitled to progress one pay point within the 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.
- 28.2 An employee who is promoted will have included for the purpose of calculating the increment date any previous period during which the employee performed higher duties at the new classification level or a higher classification.
- 28.3 The authority to apply sub-clauses 28.5 and 28.6 will not be applicable unless the Commissioner is satisfied that an acceptable performance management system is in place that meets the requirements of Employment Instruction No. 4.
- 28.4 The Commissioner will notify the Union of the acceptance of any performance management system for the purpose of sub-clause 28.3 prior to that system being used for deferral of increments.
- 28.5 The CEO (or delegate) may determine to withhold an increment as set out in sub-clause 28.6 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 his or her performance to an acceptable standard, and
 - (c) has failed to attain or sustain an acceptable standard of work performance.
- 28.6 The CEO (or delegate) 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 (or delegate) must provide the reasons for deferring an increment under paragraph (a) or (b) in writing to the employee.
- 28.7 If a decision is made under sub-clause 28.5 or 28.6 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.
- 28.8 The review will be conducted in accordance with the grievance review mechanism under section 59 of the PSEM Act.
- 28.9 In all cases where an increment is deferred, the date to which it is deferred will become the anniversary date for the purpose of the next increment.

29. Allowance in Lieu of Private Practice

- 29.1 An allowance in lieu of private practice will be paid to Dental Officers to offset the disparity between public and private sector salaries.
- 29.2 The amount of the allowance in lieu of private practice, and the effective date of increases, will be as set out in Table 1 of Part B of Schedule 1 of this Agreement.
- 29.3 Subject to sub-clauses 29.4 and 29.5 below, payment of the allowance in lieu of private practice will:
- (a) apply to part-time employees on a pro rata basis based upon their agreed hours of employment in accordance with clause 57 (Part-Time Employment);
 - (b) be subject to fulfilling DOH work commitments and travel requirements;
 - (c) be paid during periods of higher duties;
 - (d) be paid fortnightly; and
 - (e) count as salary for superannuation and leave purposes only.
- 29.4 Dental Officers working a minimum of 0.8 FTE hours and engaged in approved outside employment will be entitled to payment of the allowance in lieu of private practice.
- 29.5 Dental Officers working less than 0.8 FTE hours and engaged in outside employment will not be entitled to payment of the allowance in lieu of private practice.

29.6 Dental Officers working less than 0.8 FTE per week and not engaged in outside employment will be entitled to payment of the allowance in lieu of private practice.

30. Professional Development Reimbursement Payment

30.1 The professional development reimbursement payment ('the PDRP') is available to Dental Officers, subject to qualifying periods and conditions, to offset professional development activity costs.

30.2 The maximum amount of the PDRP, qualifying periods, and the effective date of increases, are as set out in Table 2 of Part B of Schedule 1 of this Agreement.

30.3 An employee is entitled to make a claim for reimbursement after completing 12 months continuous service and provided they continue to be employed after each 12 month qualifying period. Payment will be made up to the maximum rate upon production of receipts and proof of expenditure for professional development activities undertaken in the preceding 12 month period.

30.4 The qualifying date for the PDRP for

- (a) Dental Officers employed on or before 21 August 2011 will be 21 August each year; or
- (b) Dental Officers recruited after 21 August 2011 will be the 12-month anniversary of the date of their appointment.

30.5 The qualifying date for PDRP, as specified in sub-clause 30.4, will be delayed proportionally by the utilisation of leave without pay or leave taken on part pay.

30.6 The PDRP:

- (a) is provided to enable Dental Officers to attend conferences, seminars and the like for the purpose of advancing or maintaining their professional knowledge and skill;
- (b) will be paid to defray the costs associated with travel, accommodation, course fees, conference registration fees, journal costs and other expenses associated with a Dental Officer's professional development;
- (c) subject to sub-clause 30.7, any unexpended amount of the PDRP will not be carried over to the next qualifying period;
- (d) will be reimbursed in the form of a lump sum, with payment of the allowance made as soon as practicable after a claim for the PDRP has been submitted and approved;
- (e) will apply to part-time employees on a pro rata basis based upon their

agreed hours of employment in accordance with clause 57 (Part-Time Employment), and

(f) will not form part of salary for any purpose.

30.7 With the Agreement of the CEO (or delegate) a Dental Officer may defer payment of the PDRP to the employee's subsequent qualifying year, provided that:

(a) the carry-over is restricted to two qualifying years only;

Example: Tom has approval to defer his annual PDRP entitlement calculated as at 21 August 2014. The deferred amount can only be added to the amount that would be available to Tom after a further 12 months continuous service (i.e. the amount calculated as at 21 August 2015). The accrued amount must not be carried over into any subsequent qualifying years/periods (i.e. 2016).

(b) the proposed professional development activity has been included in the Dental Officer's agreed Work Partnership Plan; and

(c) the proposed professional development activity is undertaken as planned.

30.8 If the professional development activity that is the subject of a deferred PDRP across two qualifying years under sub-clause 30.7 is not undertaken then the deferred PDRP is deemed to have been spent and will not be available to the Dental Officer.

31. Retention and Remote Service Allowance

31.1 Dental Officers will be paid a retention and remote service allowance as a lump sum payment as set out in Table 3 in Part B of Schedule 1 of this Agreement.

31.2 The purpose of the retention and remote service allowance is to assist with the retention of Dental Officers, and takes into account travelling to remote communities during hours outside a Dental Officer's normal hours of duty, the additional investment required for remote employees to participate in continuing professional development, and delivering dental services tailored to urban and remote community needs.

31.3 An employee is entitled to payment after completing 12 months continuous service and provided they continue to be employed after each 12 month qualifying period.

31.4 The 12 months continuous service qualifying period will be delayed proportionally by the utilisation of leave without pay or leave taken on part pay.

31.5 The allowance will apply to part-time employees on a pro rata basis based upon their agreed hours of employment in accordance with clause 57 (Part-Time Employment).

32. Higher Duties Allowance

- 32.1 A Dental Officer who performs the duties of a higher classification will be paid an allowance for performing the duties of the higher classification upon the completion of six days of higher duties.
- 32.2 The allowance will be the difference between the Dental Officer's nominal salary and the base salary of the higher classification, subject to sub-clause 32.3.
- 32.3 The CEO may pay the Dental Officer a partial allowance based upon the Dental Officer not being required to perform the full range of duties of the higher classification.

33. Accident Allowance

- 33.1 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.
 - (g) 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.
- 33.2 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.
- 33.3 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 sub-clause 33.1 and not attributable to wilful misconduct, or a longer period determined by the Commissioner.

- 33.4 An employee paid an allowance in accordance with sub-clause 33.3 may utilise available sick leave credits on full or half pay to supplement the allowance to the level of their normal time salary.
- 33.5 The amount of accident allowance payable in accordance with sub-clause 33.3 will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.
- 33.6 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*, the *Northern Territory Workers Rehabilitation and Compensation Act 2007* 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.
- 33.7 Where an amount of accident allowance or salary in respect of sick 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 sick leave credits will be made from the employee injured.

34. Northern Territory Allowance

An employee with eligible dependants will be paid the Northern Territory Allowance in accordance with By-law 26 of the PSEM Act, at the rates as set out in Part B Table 5 of Schedule 1 of this Agreement.

35. Omitted

36. Omitted

37. Omitted

Division 2 Leave

38. Parental Leave

Clause 49 (Parental Leave) of the NTPS Agreement, which relates to maternity, paternity/partner and adoption leave, will apply to Dental Officers.

39. Compassionate Leave

- 39.1 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.

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

39.3 Definitions

For the purposes of this clause:

- (a) “child” means birth, an adopted, step, exnuptial or adult child;
- (b) “de facto partner” means a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee;
- (c) “immediate family” means:
 - (i) a spouse, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse of the employee.
- (d) “spouse” includes a former spouse, de facto partner and former de facto partner.

39.4 Subject to sub-clauses 39.5 and 39.6, 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:

- (a) an employee is entitled to three (3) days of paid compassionate leave. Such leave may be taken as a block of three days for each occasion, in broken periods of at least one day, or as agreed between the employee and the CEO; or
- (b) a casual employee is entitled to two days of unpaid compassionate leave for each occasion. Such leave may be taken as a block of two days for each occasion, in broken periods of at least one day or as agreed between the employee and the CEO.

39.5 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.

39.6 Documentation Requirements

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

39.7 In addition to the paid entitlement under sub-clause 39.4, the CEO may grant a period of unpaid compassionate leave once the entitlement to paid leave is exhausted.

40. Personal Leave

40.1 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).

40.2 General

- (a) Subject to this clause, an employee may take personal leave if the leave is:
- (i) because the employee is not fit for work because of a personal illness, or personal injury affecting the employee (sick leave); or
 - (ii) to provide care or support to a member of the employee's immediate family or household who requires such care or support because of:
 - A. a personal illness or personal injury affecting the member (carer's leave); or
 - B. an unexpected emergency affecting the member (carer's leave).

40.3 Definitions

For the purpose of this clause:

- (a) "child" means birth, an adopted, step, exnuptial or adult child;
- (b) "de facto partner" means a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee;
- (c) "immediate family" member means:
 - (i) a spouse, child, parent, grandparent, grandchild, or sibling of the employee; or

- (ii) a child, parent, grandparent, grandchild or sibling of a spouse of an employee.
- (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” includes a former spouse, a de facto partner or a former de facto partner.

40.4 Paid Personal Leave Entitlement

- (a) An ongoing employee is entitled to:
 - (i) three (3) weeks paid personal leave on commencement of employment; and
 - (ii) three (3) weeks paid personal leave annually on the anniversary of the employee’s commencement date.
- (b) A fixed period employee is entitled to:
 - (i) two (2) days paid personal leave on commencement of employment;
 - (ii) up to one (1) week of paid personal leave for each period of two (2) months service provided that the total leave does not exceed three (3) weeks within the first 12 months of service; and
 - (iii) three (3) 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 paragraph (a) will be taken to have applied from the date of commencement of fixed period employment, and the employee’s personal leave record will be adjusted accordingly.
- (d) A part time employee will receive paid personal leave on a pro-rata basis in

accordance with his/her 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) leave on account of illness where the absence is without pay and not covered by documentary evidence;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.

40.5 Accessing Paid Personal Leave

- (a) Subject to the requirements of sub-clauses 40.7 and 40.8, an employee is entitled to access paid personal leave up to a maximum of his or her accrued personal leave entitlement.
- (b) An employee may access personal leave without providing documentary evidence, up to a maximum of five (5) days or the equivalent number of hours of duty per personal leave year, provided that no more than three (3) of those days may be consecutive working days or the equivalent number of hours of duty.
- (c) An employee may elect to access personal leave at half pay where the absence is at least one (1) day.

40.6 Additional Personal Leave

- (a) Subject to the requirements of sub-clauses 40.7 and 40.8, an employee who has exhausted his or her entitlement to paid personal leave is entitled to access up to two (2) days unpaid carer's leave on each occasion that he or she requires carer's leave. This may be taken as a single unbroken period of up to two (2) days or any separate periods as agreed between the employee and the CEO.
- (b) After considering all relevant circumstances, the CEO may grant:
 - (i) an amount of unpaid leave in excess of the amount specified in paragraph (a).
 - (ii) additional sick/carer's leave on half pay, which cannot be converted to full pay; or

- (iii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be sick/carer's leave for all other purposes under the provisions of this clause.

- (c) The provisions of paragraphs (a) and (b)(i) apply to casual employees.

40.7 Notice Requirements

An employee must make all reasonable effort to advise his or her manager as soon as reasonably practicable on any day of absence from his or her 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 his or her manager by telephone of such absence at the first opportunity of such absence.

40.8 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 sub-clause 40.5(b), 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 sub-clause 40.2(a)(i) (sick leave), an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
 - (i) a medical certificate from a registered health practitioner; or
 - (ii) if it is not reasonably practicable for the employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside in a remote or regional locality or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:
 - A. the reasons why it was not practicable to provide a medical certificate; and
 - B. the reason for and length of absence.
- (c) Subject to sub-clause 40.5(b), 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 sub-clause 40.2(a)(ii) (carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with evidence which may include a medical certificate from a Registered Health Practitioner or other relevant documentary evidence stating the condition of the person concerned, or the unexpected emergency, and that this condition/unexpected emergency

required the employee's care or support.

40.9 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of sub-clauses 40.7 and 40.8 and the recreation leave and long service leave provisions, an employee may access paid personal leave during periods of recreation and long service.
- (b) Where long service leave had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

40.10 Medical examination at the direction of the CEO

- (a) The CEO may direct an employee to attend an examination by a registered health practitioner approved by the Commissioner where:
 - (i) an employee is frequently or continuously absent, or expected to be so, due to illness;
 - (ii) it is considered that an employee's efficiency may be affected due to illness;
 - (iii) there is reason to believe that an employee's state of health may render the employee a danger to him or herself, 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 paragraph (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 paragraph (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 is caused through misconduct. Under these circumstances the CEO may initiate

disciplinary action.

40.11 Infectious disease

Where an employee produces documentary evidence that:

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

the CEO may grant

- (c) sick leave for any period during which the employee actually suffers from illness; or
- (d) recreation leave in relation to any period during which the employee does not actually suffer from illness.

40.12 War service

The Commissioner will 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.

40.13 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.

41. Recreation Leave

41.1 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.

41.2 Definitions

For the purpose of this clause:

- (a) “month” means a calendar month.
- (b) “shift worker” means an employee who works rostered shifts including day shift, evening shift and night shift.

- (c) “year” means a calendar year.

41.3 Recreation Leave

- (a) An employee (except for a casual employee) is entitled to:
- (i) four (4) weeks paid recreation leave per year;
 - (ii) an additional two (2) weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This will not affect and will be in addition to the entitlement under paragraph (iii); and
 - (iii) an additional seven (7) consecutive days including non-working days paid recreation leave per year for a seven day shift worker, provided that a shift worker 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 (3) hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in paragraph (a)(iii).

41.4 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.

41.5 Granting of Leave

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

41.6 Public Holidays

- (a) Where a public holiday occurs during recreation leave, 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.

41.7 Excess Leave

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

41.8 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 (4) weeks;
- (b) each cashing out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and
- (d) a minimum of five (5) days to be cashed-out on any occasion.

41.9 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 40 (Personal Leave), the CEO may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

41.10 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 will be presumed to have died on a particular date, the CEO may authorise payment in lieu of the employee's remaining recreation leave entitlement:
 - (i) to the employee's legal personal representative; or
 - (ii) when authorised by the employee's legal personal representative, to another person or persons at the CEO's discretion.

42. Recreation Leave Loading

42.1 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 paragraph (b), the amount of the loading will be the lesser of:
 - (i) 17 and one half percent 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 shift worker who would have been entitled to shift penalties in excess of the maximum payment referred to in paragraph (a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading will be equivalent to the shift penalties.

42.2 Payment of recreation leave loading

- (a) An employee who is approved to use at least one (1) 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 paragraph (b) will be the salary payable had the employee been employed on 1 January of that year.

42.3 Automatic cash-out

- (a) Where an employee has two recreation leave loadings, the following automatic payment provisions will apply:
 - (i) the common cash-up date for the automatic payment of recreation leave loadings is the second payday in January of each year or in any case by the end of January each year;
 - (ii) an employee with two accrued recreation leave loadings as at 1 January will have one recreation leave loading automatically paid on the common cash-up date of that year;
 - (iii) recreation leave loadings will be paid in the order of accrual; and
 - (iv) recreation leave loadings will continue to be taxed in accordance with current Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.
- (b) The automatic payment of recreation leave loadings will not apply to shift workers.

43. Long Service Leave

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

44. Remote Training Leave

- 44.1 In recognition of working in isolation and the need to retain and develop dentistry skills, Dental Officers who reside and work outside of the greater Darwin and Alice Springs regions continuously for more than five years will be entitled to Remote Training Leave.
- 44.2 Subject to this clause, leave of absence with pay may be granted to a Dental Officer who has completed five years' continuous service with DOH outside of the greater Darwin and Alice Springs regions.
- 44.3 Applications satisfying the criteria specified in this clause can be expected to be favourably considered, subject to appropriate arrangements being made to provide for ongoing service needs and operational requirements.
- 44.4 A Dental Officer who is granted Remote Training Leave under this clause must have the potential to render to DOH a minimum of two years service after that employee's return from such leave.

- 44.5 Successful applicants for Remote Training Leave will be granted paid leave for the duration of the approved leave.
- 44.6 Subject to sub-clause 44.7, on the completion of each five years of continuous service there will accrue to a Dental Officer entitled to be granted leave under this clause a Remote Training Leave credit of a period equivalent to the Dental Officer's ordinary hours of duty during a period of 13 weeks.
- 44.7 Where a Dental Officer is employed on a part time basis, on the completion of each five years of continuous service there will accrue to a Dental Officer entitled to be granted leave under this clause a Remote Training Leave credit of a period equivalent to the Dental Officer's ordinary hours of part time duty during a period of 13 weeks.
- 44.8 A Dental Officer's application for Remote Training Leave will be in writing and will contain adequate details of the proposed program of study or research.
- 44.9 Applications for Remote Training Leave should be made at least six months prior to the requested date of leave. However, this period may be varied by mutual agreement between the CEO and the Dental Officer concerned.
- 44.10 Subject to sub-clause 44.11, where Dental Officer proceeds on Remote Training Leave of less than the amount accrued, the Dental Officer will be deemed to have received the full entitlement under this clause and will not be entitled to claim an entitlement representing the balance of the leave accrued. The absence of an officer on Remote Training Leave will be prima-facie evidence that the Dental Officer has received the full entitlement under this clause.
- 44.11 At the discretion of the CEO, approval may be given for a Dental Officer to retain the balance of any accrued leave, where such an entitlement would otherwise be deemed to have been utilised in accordance with clause 44.10.
- 44.12 In considering requests under sub-clause 44.11, each case will be considered on its merits.
- 44.13 On resignation, retirement or other cessation of employment there will be no entitlement to payment in respect of any accrued Remote Training Leave.
- 44.14 Approved Recreation Leave and Long Service Leave may be taken in conjunction with Remote Training Leave.
- 44.15 A Dental Officer granted Remote Training Leave will within a period of one month after resuming duty, furnish to the CEO a detailed report on the activities associated with such leave.

45. Sabbatical Leave

- 45.1 The purpose of sabbatical leave is to provide the opportunity for long-serving Dental Officers above Senior Dentist level 3, to take up study and research opportunities of up to 13 weeks duration within Australia or overseas in areas that will serve to increase their skills and expertise and be of direct and significant benefit to the practice of Dentistry within the Northern Territory.
- 45.2 Subject to this clause, leave of absence with pay may be granted to a Dental Officer who:
- (a) is nominally employed as a Dental Officer above Senior Dentist level 3 as defined;
 - (b) has completed 10 years continuous service with DOH;
- 45.3 Applications satisfying the criteria specified in this clause can be expected to be favourably considered, subject to appropriate arrangements being made to provide for ongoing service needs and operational requirements.
- 45.4 A Dental Officer who is granted sabbatical leave under this clause must have the potential to render to the Department a minimum of two years service after that Dental Officer's return from such leave.
- 45.5 Sabbatical leave is not available to Dental Officers who have an entitlement for Remote Training Leave.
- 45.6 Successful applicants for sabbatical leave will be granted paid leave for the duration of the approved leave.
- 45.7 Subject to sub-clause 45.8, on the completion of each 10 years of continuous service there will accrue to a Dental Officer, entitled to be granted leave under this clause, a sabbatical leave credit of a period equivalent to the Dental Officer's ordinary hours of duty during a period of 13 weeks.
- 45.8 Where a Dental Officer is employed on a part time basis, on the completion of each 10 years of continuous service there will accrue to a Dental Officer entitled to be granted leave under this clause a sabbatical leave credit of a period equivalent to the Dental Officer's ordinary hours of part time duty during a period of 13 weeks.
- 45.9 Application:
- (a) A Dental Officer's application for sabbatical leave will be in writing and will contain adequate details of the proposed program of study or research.
 - (b) Applications for sabbatical leave should be made at least six months prior to the requested date of leave. However, this period may be varied by mutual agreement between the CEO and the Dental Officer concerned.

- 45.10 Subject to sub-clause 45.11, where Dental Officer proceeds on sabbatical leave of less than the amount accrued, the Dental Officer will be deemed to have received the full entitlement under this clause and will not be entitled to claim an entitlement representing the balance of the leave accrued. The absence of a Dental Officer on sabbatical leave will be prima-facie evidence that the Dental Officer has received the full entitlement under this clause.
- 45.11 At the discretion of the CEO, approval may be given for a Dental Officer to retain the balance of any accrued leave, where such an entitlement would otherwise be deemed to have been utilised in accordance with sub-clause 45.10. In considering requests under this sub-clause, each case will be considered on its merits.
- 45.12 On resignation, retirement or other cessation of employment there will be no entitlement to payment in respect of any accrued sabbatical leave.
- 45.13 Approved Recreation Leave and Long Service Leave may be taken in conjunction with sabbatical leave.
- 45.14 A Dental Officer granted sabbatical leave will within a period of one month after resuming duty, furnish to the CEO a detailed report on the activities associated with such leave.

46. Christmas Closedown

- 46.1 The CEO will consult with relevant employees that DOH, or part of DOH, will close down for a nominated period and that close down will occur provided that:
- (a) at least three months' notice in writing is given to employees prior to the close down period; and
 - (b) the nominated period falls between 25 December and 1 January.
- 46.2 Close down may apply to part of DOH where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a close down 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 close down period in the first instance; or
 - (b) if no volunteers are forthcoming, directing employees with at least two months notice to cover the close down period.
- 46.3 Employees affected by the closedown period must use either recreation leave, time off in lieu or flex time credits to cover the close down period.

- 46.4 New employees, who will not be able to accrue enough leave credits to cover the close down period, may be offered by the CEO, to work additional hours to enable sufficient time off in lieu or flex time credits to be accrued to cover the close down period.
- 46.5 If an employee has insufficient recreation leave credits, time off in lieu or flex time credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

Division 3 Hours of Duty and Work Arrangements

47.Span of Hours

The span of hours will be 6.00 am to 6.00 pm.

48.Clinic Hours

The parties agree that to meet DOH dental obligations, clinic hours must reflect community needs and may be adjusted accordingly.

49.Meal Breaks

- 49.1 An employee will not be required to work for more than five hours continuously without a meal break, provided that for all authorised work performed after five hours continuous duty without a meal break and until a meal break is allowed, and employee will be paid at the rate of time and a half until normal ceasing time.
- 49.2 For duty performed outside of normal hours sub-clause 49.1 will apply except that payment will continue at overtime rates for duty beyond five hours.

50. Public Holidays

- 50.1 A Public Holiday means a day that is declared to be a public holiday under the *Public Holidays Act* (NT).
- 50.2 An employee will observe any day proclaimed or gazetted as a public holiday.
- 50.3 Payment for work on public holidays is specified in sub-clause 53.3(d).
- 50.4 Where an employee performs duty on both a public holiday and a substitute holiday, one day will attract payment at the public holiday rate and the other day will be paid at the non-holiday Saturday or Sunday rate as appropriate.

51.Principles of use of on-call, overtime and emergency duty

Access to the provisions of clauses 52 (On-call), 53 (Overtime), and 55 (Emergency Duty) will only occur should DOH determine that there is a requirement to provide an after hours

service in Darwin or Alice Springs; or for urgent, after-hours clinical duties whilst visiting a community.

51A. Additional Hours and Overtime

51A.1. An employee shall be liable to be called for duty at any time that he or she is required in accordance with the provisions of this Agreement.

“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.

“Overtime” means additional hours actually worked that would attract an overtime payment as applicable in accordance with the provisions of this Agreement.

51A.2. Employees are expected to be available to work reasonable additional hours, or overtime, if required by DOH. 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 DOH or work unit;
- (f) whether the employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level or 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.

51B. Workloads

51B.1. The parties support the principle that employees should be able to achieve an appropriate balance between their work and personal lives.

51B.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.

51B.3. DOH management, employees and employee representatives play a positive role in ensuring employee workloads are reasonable.

51B.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.

51B.5. Subject to clause 51A (Additional Hours and Overtime) and sub-clause 53.1(b) (Overtime), 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.

51B.6. Managers and employees should therefore ensure that employees' workloads are reasonable.

51B.7. Subject to sub-clause 51B.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.

51B.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.

51B.9. Management will respond in writing the employee/s concerned in a timely manner.

52. On-call

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

52.2 Payment will be made subject to the following conditions:

- (a) on-call is imposed by prior written direction or is subsequently approved in writing;
- (b) the provisions of clause 55 (Emergency Duty) will not apply where an employee is recalled to duty while on-call;
- (c) an employee who does not maintain a required degree of readiness while on-call will not be eligible to receive payment.

52.3 An employee who is required to remain contactable and available to perform extra duty outside the employee's ordinary hours of duty will, subject to sub-clause 52.2, will be paid at the on-call rate as determined by the Commissioner of the applicable calendar year.

52.4 The on-call allowance is payable for each hour or part hour the employee is restricted outside the employee's ordinary hours of duty.

52.5 Any part of a period of restriction for which the employee receives another payment will not be included for calculating on-call allowance.

52.6 An employee who is on-call and who is recalled to duty will be paid in accordance with the relevant overtime provisions at clause 53 (Overtime), and with reference to the minimum payment provisions at sub-clause 53.4(d).

52.7 Notwithstanding these payment rate provisions, an employee who is on-call outside the employee's ordinary hours of duty may be paid at an alternative rate approved by the Commissioner, having regard to the circumstances of the on-call situation.

53. Overtime

53.1 General conditions

- (a) Overtime is worked by prior direction or, if the circumstances do not permit prior direction, is subsequently approved in writing.

- (b) Except as provided in clause 51 (Principles of use of on-call, overtime and emergency duty), an employee holding or acting in a designation having a minimum salary that exceeds the maximum salary payable in relation to an Administrative Officer 6 of the NTPS Agreement is not eligible to be paid for overtime work or time off in lieu.
- (c) Duty is considered overtime where it is performed on:
 - (i) Monday to Friday outside the span of ordinary hours;
 - (ii) Subject to clause 56 (Averaging of Hours), Monday to Friday during the span of ordinary hours but beyond seven hours and 21 minutes; or
 - (iii) a Saturday, Sunday or public holiday.
- (d) Overtime is calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period
- (e) The hourly rate for overtime will be ascertained by applying the following formulae:
 - (i) Time and a half rate:
$$\text{HR} \times 1.5$$
 - (ii) Double time rate:
$$\text{HR} \times 2$$
 - (iii) Double time and a half rate:
$$\text{HR} \times 2.5$$
 - (iv) where “HR” is the appropriate hourly rate derived from Table 4 of Schedule 1 of this Agreement.
- (f) 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.

53.2 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 as set out in this Agreement will be made.

(Note: Time off in lieu only applies where the employee is eligible for overtime payment)

- (b) The maximum amount of time off in lieu that can be accrued is 40 hours.
- (c) Where an employee performs a full day's duty on Sunday in addition to the employee's prescribed hours of duty for the week, the employee will, wherever practicable, be granted a day off during the following week. Where this occurs, an employee who is eligible for the payment of overtime will be paid an additional one day's pay, in lieu of the provisions of sub-clause 53.3(c).

53.3 Rates

- (a) The salary rate for the purposes of calculating an overtime payment associated with restriction duty will be the applicable hourly rate for a Dental Officer at the D3 level as set out in Table 4 of Schedule 1 of the Agreement.
- (b) Overtime worked Monday to Saturday will be paid at time and a half for the first three hours and double time thereafter.
- (c) Overtime worked on Sunday will be paid at double time rate.
- (d) Overtime worked on a public holiday will be paid at a rate of double time and a half.

53.4 Minimum payment

- (a) The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be four hours at the prescribed overtime rate.
- (b) Where more than one attendance is involved the minimum overtime payment will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.
- (c) Where an overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum payment provisions will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.
- (d) An employee who performs overtime while on on-call will be entitled to a minimum payment of:

- (i) three hours at the prescribed overtime rate if recalled to duty at a place of work; or
 - (ii) one hour at the prescribed overtime rate if required to perform duty, but is not recalled to a place of work.
- (e) The minimum payment provisions do not apply to sub-clause 55.4.

54. Rest Relief after Overtime

- 54.1 An employee who works so much overtime between the termination of his or her ordinary duty on one day and the commencement of his or her ordinary duty on the next day that he or she has not had at least eight consecutive hours off duty between those times, will, subject to this clause, be released after completion of such overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Reasonable travelling time, in addition to the eight hours off duty, will be allowed to cover time taken in travelling from and to his or her place of employment.
- 54.2 Provided that if such an employee is required to resume or continue work without having had eight consecutive hours off duty plus reasonable travelling time, he or she will be paid at double rate until he or she is released from duty for such period and he or she will then be entitled to be absent until he or she has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for ordinary working time occurring during that absence.
- 54.3 The provisions of sub-clause 54.1 will not apply to overtime worked in the circumstances covered by clause 55 (Emergency Duty), unless the actual time worked (excluding travelling time) is at least three hours on each call.
- 54.4 The provisions of this clause will apply only to employees who are eligible for overtime payment.
- 54.5 Provided that in lieu of clause 55 (Emergency Duty), the provisions of this clause will apply.

55. Emergency Duty

- 55.1 Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time.
- 55.2 The time for which payment is made will include time necessarily spent in travelling to and from duty.

- 55.3 The salary rate for the purposes of calculating an emergency duty payment will be the applicable hourly rate for a Dental Officer at the D3 level as set out in Table 4 of Schedule 1 of the Agreement.
- 55.4 The minimum payment for emergency duty is two hours at double time.
- 55.5 An employee who is called on emergency duty may, where it is essential for health and safety, be relieved from the employee's next scheduled regular duty without deduction from wages, for a period not exceeding the number of hours of the emergency duty worked. The period of relief from duty will not extend into a second period of regular duty.
- 55.6 The provisions of this clause do not apply to an employee whose commencement time of regular duty is altered to meet an emergency.

56. Averaging of Hours

The CEO may enter into an agreement to average hours with an employee or a group of employees, subject to the following conditions:

- (a) the employee's ordinary hours of work will be 36.75 or an average of 36.75 per week over a cycle of 12 weeks;
- (b) the ordinary hours of work will be between 6.00 am and 6.00 pm worked Monday to Friday exclusive of meal breaks;
- (c) the agreement must be documented in writing;
- (d) the agreement may be varied provided there is agreement between the CEO and the employee or, the majority of affected employees;
- (e) the agreement may be terminated with no less than 28 days notice to give effect at the end of the cycle by agreement between the CEO and the employee or the majority of affected employees; and
- (f) all work performed outside ordinary hours of work will be paid at the applicable overtime penalties, except where the employee is a shift worker.

57. Part-time Employment

- 57.1 No employee who is currently employed on a full-time basis will be required to convert to part-time employment or transfer without their consent to enable part-time employment.
- 57.2 At the time of engagement or of 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.

- 57.3 Changes to agreed hours of work originally established may be made in writing by mutual agreement between the CEO and the employee.
- 57.4 The span of hours during which a part-time employee may work his or her agreed hours will be the same span applicable to full-time employees.
- 57.5 Subject to clause 53 (Overtime) overtime will only be paid for work performed:
- (a) outside the normal span of hours as specified in clause 47; or
 - (b) in excess of any daily maximum hours of seven hours and 21 minutes; or
 - (c) as on-call as defined in clause 52 or emergency duty as defined in clause 55; or
 - (d) After working in excess of 73 hours and 30 minutes per fortnight.
- 57.6 Part-time employees will be employed for not fewer than 14 hours 42 minutes over a fortnight (with no Employee required to work less than two hours on any day they work) or more than 58 hours 48 minutes per fortnight.
- 57.7 Where the employee agrees, a part-time employee may work fewer or more hours per week than the minimum and maximum limits stipulated in sub-clause 57.6.
- 57.8 A part-time employee will be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis.
- 57.9 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.

Part 3 Other Matters

58. Remote Community Work

- 58.1 The parties agree that it is necessary for work to be undertaken in remote communities to enable DOH to meet its obligation to provide a high standard of appropriate public dental health services in those areas.
- 58.2 The parties are committed to ensuring the standard of service is maintained through the active participation in remote community work.
- 58.3 The parties agree that such work is the responsibility of all Dental Officers and should be shared reasonably equally. Notwithstanding this, an employee and the Remote

Services Manager with the appropriate coordinating function may agree, if circumstances warrant, to arrangements that result in an unequal share of remote work being undertaken.

59. Training and Development

59.1 The parties are committed to training and career development opportunities for employees that support or enhance DOH outcomes or both. The parties aim to achieve this by:

- (a) supporting life long learning at both DOH and individual level;
- (b) supporting work partnership plans that serve to identify learning opportunities that match the employee's development and career needs as well as the needs of DOH.

59.2 The parties agree that training and staff development will be:

- (a) planned and budgeted for;
- (b) part of the DOH integrated human resource development, management and equal employment opportunity strategy;
- (c) relevant to the stated outcomes in DOH 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.

60. Work-Life Balance

60.1 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 may be accessed by employees (except for sub-clause 60.4, this clause does not apply to casual employees):

- (i) use of individual flexibility arrangements as per clause 16
- (ii) job sharing
- (iii) part-time work
- (iv) career breaks

- (v) part-year employment;
- (vi) short-term absences for family and community responsibilities; and
- (vii) advanced notice of extended leave without pay (up to 12 months)

60.2 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 sub-clause 60.1, the CEO must ensure that:
 - (i) DOH operational requirements are taken into account and services to the public are not disrupted;
 - (ii) employees fulfil the criteria set out 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 applications will not result in unreasonable increases in the workload and overtime required to be performed by other employees.
- (c) The CEO must provide written reasons for a decision where an employee's application is refused.
- (d) The CEO may establish internal procedures for assessing an employee's application, which must not be inconsistent with the provisions of this clause.
- (e) 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.
- (f) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act.

60.3 In addition to the general principles contained in this clause, access to the initiatives described in sub-clauses 60.1(a) must be in accordance with any relevant enterprise agreement provisions, guidelines or policies.

60.4 Formal Requirements Applicable to a Request for Flexible Working Arrangements in Certain Circumstances

(a)

(i) In accordance with the FW Act, where an employee, including an eligible casual employee, is making a request to change his or her working arrangements because certain circumstances, as set out in paragraph (ii) apply to them and the employee would like to change his or her working arrangements because of those circumstances, the requirements of this sub-clause will apply.

(ii) The following are the circumstances, the employee:

- is the parent, or has responsibility for the care, of a child who is of school age or younger;
- is a carer (within the meaning of the *Carer Recognition Act 2010*);
- has a disability;
- is 55 or older;
- is experiencing violence from a member of the employee's family;
- 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.

(b) The employee's request must:

- (i) be in writing; and
- (ii) set out details of the change sought and of the reasons for the request.

(c) The CEO must:

- (i) give the employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
- (ii) only refuse the request on reasonable business grounds as set out in paragraph (d); and
- (iii) if the request is refused, provide details of the reasons for the refusal.

- (d) For the purpose of paragraph (c)(ii) reasonable business grounds includes, but are not limited to:
- that the new working arrangements would be too costly for the Employer;
 - that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - that there is likely to be a significant loss in efficiency or productivity;
 - that there is likely to be a significant negative impact on customer service.
- (e) An “eligible casual employee” is defined under clause 49.2(d) of the parental leave provisions of the NTPS Agreement (*see clause 38 (Parental Leave) of this Agreement*).

61. Redeployment and Redundancy

- 61.1 Subject to sub-clause 61.2, Schedule 10 (Northern Territory Public Sector Redeployment and Redundancy Entitlements) of the NTPS Agreement will apply to employees.
- 61.2 The provisions of Schedule 10 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.
- 61.3 The National Employment Standard of the FW Act contains minimum entitlements relating to redundancy pay, including in transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:
- (a) the second employer recognises the employee’s service with the first employer; or
 - (b) the employee rejects an offer of employment made by the second employer that:
 - (i) is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the

employee's terms and conditions of employment with the first employer immediately before termination; and

- (ii) recognises the employee's service with the first employer,

unless the FWC is satisfied that this would operate unfairly to the employee who rejected the offer, in which case, upon application, the FWC may order the first employer to pay the employee a specified amount of redundancy pay.

62. Electricity Subsidy for Employees in Remote Localities

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 as determined by the Commissioner of the applicable calendar year, subject to the relevant category of remoteness and the employee's eligibility for the dependent or after-hours rate.
- (b) The electricity subsidy for the dependent or after-hours rate is payable only where the employee:
 - (i) has recognised dependents, 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 shift worker, 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 reset during daylight hours.
- (c) The electricity subsidy will be paid fortnightly in addition to salary and will count as salary for the purpose of taxation and superannuation.
- (d) The electricity subsidy will not be paid during periods of leave without pay which do not count as service.

- (e) The electricity subsidy will be paid to part-time employees on a pro-rata basis.
- (f) Only one subsidy is payable per dwelling.

63. Omitted

64. Recovery of Overpayments and Relocation Costs on Cessation of Employment

64.1 Where an employee, who has a financial debt to the Northern Territory Government in relation to his or her employment (e.g. an overpayment of salary or allowances or both), ceases employment before the debt is fully recovered, the balance of the debt owing may, at the discretion of the CEO, be offset against any final payments due as a result of the cessation of employment.

64.2 DOH is permitted to deduct relocation costs in certain circumstances.

- (a) The CEO may authorise a deduction from an employee's final salary payment to recover relocation expenses associated with the recruitment of the employee, if:
 - (i) the employee is a fixed period employee and the employee terminates his or her contract of employment before the expiry of the contract; or
 - (ii) the employee is an ongoing employee and the employee terminates his or her contract of employment within 12 months of the start of the employee's employment.
- (b) Relocation expenses are expenses covered by By-law 27, Relocation Expenses—Employment or Transfer.
- (c) This clause will not apply in those circumstances in which:
 - (i) the CEO and the employee mutually agree to terminate the contract of employment; or
 - (ii) the CEO determines that special circumstances apply.

65. Superannuation

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

65.2 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.

- 65.3 The Commonwealth Superannuation Scheme (CSS), the Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) and the Northern Territory Supplementary Superannuation Scheme (NTSSS) are classified as exempt public sector superannuation schemes under the *Superannuation Industry (Supervision) Act 1993*. The superannuation legislation treats exempt public sector superannuation schemes as complying funds for concessional taxation and superannuation purposes. (Note: CSS was closed to new members from 1 October 1986 and NTGPASS was closed to new members from 10 August 1999; employees employed before these dates may be members of the CSS, NTGPASS and NTSS schemes)
- 65.4 Employees who commenced after 10 August 1999 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.

66. Salary Sacrifice

66.1 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 his or her Employer superannuation guarantee contributions paid to a 'Choice of Fund' (employed after 10 August 1999) may salary sacrifice into that 'Choice of Fund' or another complying superannuation fund.
- (b) An employee who currently contributes 6% to NTGPASS may salary sacrifice into the 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 a 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, will be assessed against the Commonwealth concessional contribution cap relevant to their age.
- (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 or NTGPASS enters into a salary sacrifice for Employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes will remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes).

66.2 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 (ATO) or other relevant authority. These salary sacrifice packaging arrangements meet the full obligations of the Employer in relation to salary payments required under this Agreement. Under the arrangement the following conditions will apply:

- (a) the arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;
- (b) an employee employed on a fixed period basis for less than 12 months may only have access to salary sacrifice packaging with the approval of the CEO;
- (c) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes will be met by the employee;
- (d) an employee will meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;
- (e) an employee's salary for superannuation purposes and severance and termination payments will be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement; and
- (f) an employee shall provide evidence of having obtained or waived his or her right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.


**Signatories to the Northern Territory Public Sector Dental Officers'
2014 - 2018 Enterprise Agreement**

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Commissioner for Public Employment

Name: Craig Allen
Address: GPO Box 4371
Darwin NT 0801

Dated: 8/10/2014

..... 

NT Regional Secretary
Community and Public Sector Union (PSU Group)

Name: Kay Densley
Address: GPO Box 458
DARWIN NT 0801

Dated: 8/10/14

Signed as a bargaining
representative of employees
covered by this Agreement.



Schedule 1 Dental Officer Salaries and Allowances

Part A: Salaries

Dental Officer Designation	Current Salary	Salary rates effective 28.08.14	Salary rates effective 27.08.15	Salary rates effective 25.08.16	Salary rates effective 24.08.17
Dentist 1	89,339	92,019	94,780	97,623	100,552
Dentist 2	93,517	96,323	99,213	102,189	105,255
Dentist 3	97,892	100,829	103,854	106,970	110,179
Senior Dentist 1	108,266	111,514	114,859	118,305	121,854
Senior Dentist 2	116,014	119,494	123,079	126,771	130,574
Senior Dentist 3	123,762	127,475	131,299	135,238	139,295
Dentist Manager	125,389	129,151	133,026	137,017	141,128
Remote Dentist Manager	127,476	131,300	135,239	139,296	143,475
Remote Service Manager	129,511	133,396	137,398	141,520	145,766
Senior Dentist Manager	130,577	134,494	138,529	142,685	146,966
Clinical Manager	142,169	146,434	150,827	155,352	160,013
Principal Dental Adviser	153,762	158,375	163,126	168,020	173,061

Part B: Allowances

Table 1: Allowance in Lieu of Private Practice—Clause 29

(Rates per annum, paid fortnightly)

Classification	Current Rates	Rates effective 6.1.2015	Rates effective 6.1.2016	Rates effective 6.1.2017	Rate effectives 6.1.2018
Senior Dentist	11,593	11,941	12,299	12,668	13,048
Dentist Manager	17,390	17,912	18,449	19,002	19,572
Remote Dentist Manager	17,390	17,912	18,449	19,002	19,572
Remote Service Manager	23,185	23,881	24,597	25,335	26,095
Senior Dentist Manager	23,185	23,881	24,597	25,335	26,095
Clinical Manager	28,982	29,851	30,747	31,669	32,619
Principal Dental Adviser	28,982	29,851	30,747	31,669	32,619

Table 2: Professional Development Reimbursement Payment—Clause 30

(Rates per annum, reimbursement paid as lump sum)

Criteria	Current Rates	Rates effective 21.08.2014	Rates effective 21.08.2015	Rates effective 21.08.2016	Rates effective 21.08.2017
After 12 months of continuous service and each subsequent year up to and including 5 years of continuous service	7,287	7,506	7,731	7,963	8,202
After 5 years of continuous service and each subsequent year thereafter	10,135	10,439	10,752	11,075	11,407

Table 3: Retention and Remote Service Allowance—Clause 31

(Rates per annum, paid as lump sum)

Criteria	Current Allowance Effective 6.1.2014	Allowance Rates effective 6.1.2015
Dental Officer residing and working in Darwin, the greater Darwin region, or Alice Springs, after each year of continuous service	9,685	10,000
Dental Officer residing and working outside the greater Darwin or Alice Springs regions after each year of continuous service	N/A	14,000

Table 4: Hourly Rate for Overtime (associated with Restriction Duty) or Emergency Duty Purposes - Clauses 53 and 55

$$HR = \frac{(AS \times 6)}{(313 \times PWH)}$$

Where “AS” represents Annual Salary and “PWH” represents prescribed weekly hours before overtime is payable. In the case of overtime worked on Sunday and outside ordinary hours on public holidays the PWH is 36.75 hours; at all other times it is 38 hours.

Time Overtime Worked	Current Hourly Rates	Rates effective 28.08.14	Rates effective 27.08.15	Rates effective 25.08.16	Rates effective 24.08.17
Sundays & outside ordinary hours on a public holiday	51.06	52.59	54.17	55.80	57.47
All other times	49.38	50.86	52.39	53.96	55.58

Table 5: Northern Territory Allowance - Clause 34

NT Allowance with Eligible Dependents	\$960
NT Allowance without Eligible Dependents	\$0

Schedule 2: Dental Officer Work Level Descriptions

1. Dentist (D)

Levels D1— D3

- (a) At this level the work of dentists involves the application of professional oral health knowledge and experience in the independent selection of procedures for the clinical assessment, prevention, diagnosis, advice and treatment of commonly encountered oral diseases and oral health problems that require corrective, restorative, prosthetic or preventive measures.
- (b) Critical thinking, problem-solving, risk assessment, communication and partnering with patients and consumers in collaborative care, enabling prevention and self-management are central to the work of dentists, are developed at the D1 to D3 level and are relevant to all work-levels.
- (c) Dentists at level D1 to D3 work under the mentorship of a more senior dentist. As a dentist progresses through the three pay points at this level (i.e. D1-D3) he/she is expected to develop and consolidate more comprehensive complex clinical skills with the overall objective of decreasing reliance/dependence on the mentor.
- (d) Autonomous clinical work in remote communities and hospital based settings may be undertaken following approval from the relevant credentialing committee, as determined by OHSNT Director.

2. Senior Dentist (SD)

Levels SD1—SD3

Dentists operating at SD1-SD3 are clinically competent independent practitioners in all aspects of general dentistry required by OHSNT. A dentist employed at a SD level must demonstrate an ability to appropriately manage clinically complex cases, recognise and manage clinical risks and undertake appropriate treatment across the field of general dentistry applicable to OHSNT client base and core functions.

- (a) It is expected that progression through SD1-SD3 will result in the acquisition of higher levels of proficiency and the ability to manage clients who have special needs, or increasingly complex treatment needs.
- (b) Senior Dentists will provide clinical guidance and mentoring to new graduates (i.e. dentists at D1 – D3), other staff and students as required.
- (c) Senior Dentists at all levels may be required to rotate through urban and remote clinical work, including hospital based settings.

- (d) Senior Dentists at the SD2 and SD3 level are expected to provide high level clinical advice to Clinical Managers.

3. Dentist Manager (DM)

A dentist at this level will have achieved clinical competency at the SD level and in addition to clinical practice will be required to coordinate the day to day operations and functions within a small urban clinic.

Responsibilities of the Dentist Manager include, but are not limited to:

- (a) providing support for less experienced dental practitioners and students;
- (b) providing high level clinical advice to Clinical Managers;
- (c) contributing to the formulation of OHSNT operational and clinical plans, policies and procedures; and
- (d) participating in the provision of urban and remote clinical work, including hospital based settings, as required.

4. Remote Dentist Manager (RDM)

A dentist at this level will have achieved clinical competency at the SD level and in addition to clinical practice will be required to coordinate the day to day operations and functions within an allocated region.

Responsibilities of the Remote Dentist Manager include, but are not limited to:

- (a) providing support to less experienced dental practitioners and students;
- (b) providing high level clinical advice to Clinical Managers;
- (c) contributing to the formulation of OHSNT operational and clinical plans, policies and procedures;
- (d) liaising with local health and non-health organisations to coordinate the provisions of services within the local area; and
- (e) whilst primarily providing regional and remote clinical work, the Remote Dentist Manager may be required to participate in the provision of urban clinical work, including hospital based services.

5. Remote Services Manager (RSM): Top End, Central Australia

A dentist at this level will have achieved clinical competency at the SD level and in addition to clinical practice will be responsible for the coordination and service delivery across the region (i.e. Top End or Central Australia).

Responsibilities of the Remote Services Manager will include, but are not limited to:

- (a) planning, managing, evaluating and reporting on services for remote communities throughout the region in conjunction with the Clinical Manager; utilising sound budget management practices, community needs assessments, outcome based accountability and quality improvement frameworks;
- (b) recruitment, orientation, training and development of employees (including non-NTPS personnel) for remote service delivery;
- (c) contributing to the planning, implementation and management of service improvement initiatives in remote oral health service delivery;
- (d) engaging with relevant stakeholder groups including, but not limited to, non-government organisations, the Aboriginal Community Controlled Health Organisations, and Remote Health Centres; and
- (e) facilitating continuous quality improvement for remote oral health services.

6. Senior Dentist Manager (SDM)

A dentist at this level will have achieved clinical competency at the SD level and in addition to clinical practice will be responsible for the coordination and service delivery, including day to day management within a large urban clinic (e.g. clinics servicing the greater Darwin or Alice Springs areas).

Responsibilities of the Senior Dentist Manager will include, but are not limited to:

- (a) planning, managing, evaluating and reporting on services for the large urban clinic in conjunction with the Clinical Manager; utilising sound budget management practices, community needs assessments, outcome based accountability and quality improvement frameworks;
- (b) coordination and liaison with relevant OHSNT managers to coordinate staff for the efficient and effective daily running of urban services;
- (c) participating in Territory-wide oral health planning, implementation and review of services;
- (d) professional management of dental practitioners (e.g. orientation training and development);
- (e) line management of urban dental officers and non-clinical employees (e.g. sterilization area, stores, dental engineering, dental laboratory); and
- (f) contributing to the formulation of OHSNT operational and clinical plans, policies and procedures.

7. Clinical Manager (CM): Top End and Central Australia

A dentist at this level will have achieved clinical competency at the SD level and will be responsible for service delivery across one of two regions (i.e. Top End or Central Australia). These positions have a coordinating function across the identified region.

Responsibilities of the Clinical Manager include, but are not limited to:

- (a) responsible to the OHSNT Director for the efficient and effective management of the service, in accordance with OHSNT agreed policies and procedures, including:
 - (i) the development of a team or consultative approach in relation to the operational functions of the region's service;
 - (ii) planning and managing services provided across the region;
 - (iii) facilitating the implementation and review of services;
 - (iv) professional management of dental practitioners and non-dental staff as required; and
 - (v) planning, managing, evaluating and reporting of clinical and public oral health services, utilising sound budget management practices, community needs assessments, outcome based accountability and quality improvement frameworks.
- (b) management responsibilities including:
 - (i) ensuring clinical output and outcome targets are met;
 - (ii) managing dentist recruitment;
 - (iii) responsible for the student and new graduate dentist mentoring programs;
 - (iv) ensuring performance management and workforce development systems for relevant staff; and
 - (v) encouraging and participating in quality, evaluation, research and development of projects, and the facilitation of clinical quality improvement.

8. Principal Dental Advisor (PDA)

A dentist at this level will have achieved clinical competency at the SD level. The position is primarily responsible for the provision of strategic leadership in the development, implementation and review of clinical governance and policy-level issues across OHSNT, and quality, timely and appropriate advice and recommendations to more

senior and executive personnel regarding contemporary and emerging oral health matters and strategic issues.

The Principal Dental Advisor is responsible to the OHSNT Director for the overall quality of clinical services with a focus on:

- a. quality and safety in clinical practice and service provision;
- b. efficiency and effectiveness of service delivery models on local, State/Territory and National levels;
- c. emerging clinical trends and technologies and the development and review of clinical protocols to support evidence based practice;
- d. development of strategic policy proposals relevant to future directions of OHSNT;
- e. Local, State/Territory and National statutory and legislative issues relevant to oral health services;
- f. developing and maintaining co-operative relationships with key stakeholder groups and authorities relevant to OHSNT at local and national levels;
- g. representing the OHSNT where necessary, regarding relevant health matters;
- h. funding initiatives at Territory and Federal levels and clinical processes relevant to service-wide funding initiatives within OHSNT; and
- i. service-wide principles and processes for equity and responsibility.
