



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Commissioner For Public Employment For The Northern Territory
(AG2023/2289)

NORTHERN TERRITORY PUBLIC SECTOR DENTAL OFFICERS’ 2022 - 2026 ENTERPRISE AGREEMENT

State and Territory government administration

COMMISSIONER LIM

PERTH, 21 JULY 2023

*Application for approval of the Northern Territory Public Sector Dental Officers’ 2022 -
2026 Enterprise Agreement*

[1] Commissioner For Public Employment For The Northern Territory has made an application for the approval of an enterprise agreement known as the *Northern Territory Public Sector Dental Officers’ 2022 - 2026 Enterprise Agreement* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Community and Public Sector Union (**CPSU**), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), and based on the declaration provided by the organisation, I note that the organisation is covered by the Agreement.

[4] The Agreement was approved on 21 July 2023 and, in accordance with s 54, will operate from 28 July 2023. The nominal expiry date of the Agreement is 21 August 2026.



COMMISSIONER

[2023] FWCA 2232

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**Northern Territory Public Sector
Dental Officers'
2022 - 2026
Enterprise Agreement**

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Part 1 Application and Operation of the Agreement

1 Title

This Agreement will be known as the *Northern Territory Public Sector Dental Officers' 2022 - 2026 Enterprise Agreement*.

2 National Employment Standards

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

3 Definitions

For the purposes of this Agreement:

- (a) **Agency** means an Agency as defined in the PSEM Act.
- (b) **Agreement** means the *Northern Territory Public Sector Dental Officers' 2022-2026 Enterprise Agreement*.
- (c) **CEO** means the Chief Executive Officer of the Department of Health or their delegate;
- (d) **child** means a child of the person, including a child by birth, an adopted child or step-child. It does not matter whether the child is an adult.
- (e) **Commissioner** means the Commissioner for Public Employment in the Northern Territory.
- (f) **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 Schedule C of this Agreement by DOH.
- (g) **defacto** partner means:
 - (i) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (ii) includes a former de facto partner of the employee.
- (h) **DOH** means the Department of Health.
- (i) **employee** means a Dental Officer employed by DOH under the PSEM Act.
- (j) **employer** means the Commissioner for Public Employment in the Northern Territory.
- (k) **extended family** means:
 - (i) a spouse of the employee's child (e.g. daughter-in-law);
 - (ii) a spouse of the employee's sibling (e.g. sister-in-law); or
 - (iii) an aunt, uncle, niece, nephew or first cousin of the employee.

- (l) **FTE** means full time equivalent hours, which in the case of this Agreement is 36 hours and 45 minutes or 36.75 hours.
- (m) **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time or any successor to that Act.
- (n) **FWC** means the Fair Work Commission.
- (o) **immediate family** means:
 - (i) a spouse, de facto spouse, child, partner, grandparent, grandchild, or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (p) **medical certificate** means a certificate signed by a registered health practitioner.
- (q) **miscarriage** means the end of a pregnancy during the first 20 weeks of the pregnancy.
- (r) **NES** means the National Employment Standards set out in the FW Act.
- (s) **NTPS** means the Northern Territory Public Sector.
- (t) **party** or **parties** mean those entities specified in clause 4 of this Agreement.
- (u) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement.
- (v) **PSCC** means the Public Sector Consultative Council established under the PSEM Act.
- (w) **PSEM Act** means the *Public Sector Employment and Management Act 1993* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations as varied from time to time, made under that Act.
- (x) **reasonable business grounds** for the purposes of clauses 25.8 and 68.18 includes, but are not limited to:
 - (i) excessive costs of accommodating the request;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - (iv) that there is likely to be a significant loss in efficiencies or productivity; or
 - (v) that there is likely to be a significant negative impact on customer service.
- (y) **registered health practitioner** means a health practitioner registered, or licensed, as a health practitioner (or a health practitioner of a particular type) under a law or state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).

- (z) **shiftworker**, for the purpose of NES, is an employee who is rostered to work ordinary shifts on any of the seven days of the week; and is regularly rostered to perform work on Sundays and public holidays.
- (aa) **spouse** includes a former spouse.
- (bb) **stillborn** child means a child as defined by s 77A(2) of the FW Act.
- (cc) **Union** means the Community and Public Sector Union.

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 days after approval from the FWC and will remain in force until 21 August 2026.

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 will be read in conjunction with the PSEM Act and will prevail over the PSEM Act to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.
- 6.3 All By-laws relating to leave entitlements, with the exception of By-law 8 Long Service Leave, have been included in the Agreement and therefore the By-laws have no application.
- 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 Review of Certain Matters

- 9.1 The parties agree to establish a working party to review certain matters during the term of this Agreement, including the Dental Officer classification structure, and competency framework.
- 9.2 As forming a part of this review, DOH undertakes to review Clause 31 – Assessment for progression and any recommendations made from DOH is to be provided through a request to the Commissioner for consideration.
- 9.3 DOH agrees to finalise the review under this Clause within 6 months of commencement of operation of the new Agreement.

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 14 - Management of Change will be employed by the parties for this purpose.
- 10.3 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 Employment Security

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

Part 2 Procedural Matters

13 Dispute Settling Procedures

- 13.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 13.2 This clause sets out procedures to be followed for avoiding and resolving disputes in relation to:
- (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards.
- 13.3 In the event of a dispute about a By-law issued under the PSEM Act, clauses 13.6 and 13.7 will apply.
- 13.4 An employee who has a grievance about their treatment in employment can choose, as an alternative, to have the decision reviewed in accordance with section 59 of the PSEM Act.
- 13.5 General
- (a) A party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute. Representatives will be recognised and dealt with in good faith.
 - (b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
 - (c) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice prior to the dispute arising, provided that this does not apply to an employee who has reasonable concerns about an imminent risk to their health and safety, has advised the CEO of this concern and has not unreasonably failed to comply with a direction by the CEO to perform other available work that is safe and appropriate for the employee to perform.

- (d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.
- (e) Any decision or direction the FWC makes in relation to the dispute will be in writing.
- (f) Subject to the right of appeal under clause 13.8(d), any direction or decision of the FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties.
- (g) A dispute formally commenced under the Northern Territory Public Sector Dental Officers' 2018-2022 Enterprise Agreement, but not resolved before the commencement of this Agreement, shall continue to be dealt with in accordance with the dispute settling procedures in this Agreement. Any steps already taken in that process will be recognised and accepted by the parties and the FWC as steps taken for the purposes of this clause.

13.6 Internal Resolution

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

13.7 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 13.6, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 13.5 and 13.6 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 the FWC will be regarded as completed when:
 - (i) the parties have reached agreement on the settlement of the dispute; or
 - (ii) the member of the FWC conducting the conciliation has either of the member's own motion or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

13.8 Arbitration

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

- (c) Subject to clause 13.8(d), the determination of the FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.
- (e) For the avoidance of doubt, this clause does not apply in relation to disputes about matters referred to in clause 13.3.

14 Management of Change

14.1 This clause applies if the CEO:

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

14.2 The CEO must notify and consult the relevant employees and their unions about the proposed major change or proposed change to the regular roster or ordinary hours of work.

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

14.4 If:

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

the CEO must recognise the representative and deal with them in good faith.

14.5 In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the CEO's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration to regular roster pattern or arrangements, ordinary hours and/or hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

14.6 Consultation

As soon as practicable after proposing to introduce the change, the CEO must:

- (a) discuss with the relevant employees the introduction of the change;
- (b) provide to the relevant employees:
 - (i) as far as practicable, all relevant information about the proposed changes;
 - (ii) information about the expected effects of the change on employees; and
 - (iii) information about any other matters that the CEO reasonably believes are likely to affect the employees.
- (c) invite and provide an opportunity for employees and their representatives, to put forward their views, comments and suggestions on the matters regarding the impact of the proposed change, including any impact in relation to the employee's family or caring responsibilities;
- (d) provide the opportunity, where relevant, to meet with employee representatives;
- (e) give prompt and genuine consideration to the views, comments and suggestions raised by employees and their representatives; and
- (f) advise employees and their representatives of the final decisions, explaining how the views expressed by the employees and their representatives were taken into account.

14.7 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

14.8 Following consultation under 14.6, after making a final decision a CEO must consult on implementation.

14.9 In this clause:

relevant employees means the employees who may be affected by the change referred to in clause 14.1.

15 Public Sector Consultative Council

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

16 Union Rights

16.1 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 be recognised as the accredited representative of the union. An accredited union delegate shall be allowed reasonable time during working hours to consult with members or employees eligible to become members on employment matters affecting employees.

- (c) A union delegate will advise their work unit manager that they have been appointed as a union delegate.

16.2 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 have been nominated by the union to attend the course for which the training leave is sought.
- (d) The employee will only be paid for the period of training leave if:
 - (i) the employee provides evidence satisfactory to the CEO of their attendance at the course for which training leave was sought; and
 - (ii) unless agreed by the CEO, the CEO has received not less than four weeks' written notice of nomination from the union, setting out the time, dates, content and venues of the course.
- (e) Leave granted under this clause will be on ordinary pay, not including shift and penalty payments or overtime.
- (f) Leave granted under this clause will count as service for all purposes.

16.3 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.

16.4 Delegate's Rights and Obligations

- (a) The role of the union workplace delegates and other elected union representatives is to be respected and facilitated.
- (b) An employee may have a union representative to represent the employee in a dispute or significant workplace matter and make representations on behalf of the employee.
- (c) Agencies and union workplace delegates must deal with each other in good faith.
- (d) The rights and obligations of union workplace delegates will be underpinned by the following principles:
 - (i) workplace delegates will be able to perform their role without any discrimination in their employment;
 - (ii) ability for delegates to represent their members in the workplace (e.g. during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent members generally);

- (iii) ability for delegates to have access to paid time to consult with employees;
- (iv) reasonable access to agency facilities (including telephone; facsimile, photocopying, internet and email facilities, meeting rooms) for the purpose of work as a delegate;
- (v) opportunity to inform staff about union membership;
- (vi) ability to represent employees at an industrial tribunal;
- (vii) maintaining the confidentiality of agency information as well as information about NTPS employees;
- (viii) all parties will behave in a professional, productive and ethical manner;
- (ix) a delegate would be expected to carry out their normal duties; and
- (x) ability for an official to "walk around" a workplace to hold individual discussion contingent on the nature of the work being performed in the workplace subject to discussion with and prior approval of the CEO. Approval for "walk around" will not be unreasonably withheld.

17 Safe and Healthy Work Environment

- 17.1 The employer is committed to improving the work health and safety of all employees.
- 17.2 The parties are committed to supporting sector-wide guidelines to ensure work health and safety of employees, including remote employees and where travelling for work is required.
- 17.3 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying.
- 17.4 The employer 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 inappropriate workplace behaviour and bullying.

Part 3 Employment Arrangements

18 Types of Employment

- 18.1 The PSEM Act specifies the basis of engagement for an employee covered by this Agreement (see section 29(3) of the PSEM Act, which provides for employment on ongoing, fixed period or casual basis).
- 18.2 Employment on an ongoing basis is the primary method of employment in the NTPS. However, there are certain circumstances when fixed period or casual employment may be appropriate.
- 18.3 Ongoing and fixed period employees can be employed on either a full-time or part-time basis.

19 Full-time Employment

- 19.1 A full-time employee is an employee who works 36.75 ordinary hours of duty per week.

20 Part-time Employment

- 20.1 A part-time employee is an employee who works an agreed number of regular hours that is less than the ordinary hours of work applicable to an equivalent full-time employee under this Agreement.
- 20.2 Part-time employees will receive, on a pro rata basis, equivalent pay and conditions of employment applying to a full-time employee, unless otherwise stated in this Agreement.
- 20.3 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.
- 20.4 Before part-time duty commences, the CEO and employee will agree in writing on:
- (a) the agreed weekly ordinary hours of duty (agreed hours);
 - (b) duration of the agreement (where specified period only); and
 - (c) the pattern of hours to be worked including starting and finishing times for employees, other than shiftworkers, on each or any day of the week within the limits of the span of hours specified for an equivalent full-time employee.
- 20.5 A CEO and an employee may agree to change the employee's agreed hours of duty, at the written request of either party.
- 20.6 An employee engaged on a full-time basis will not be required to convert to part-time employment, nor transfer without their consent to enable part-time employment.
- 20.7 An employee may request in writing to convert from full-time employment to part-time employment for a specified period or permanently. A CEO will consider the application to convert to part-time employment in accordance with clause 25 (Flexible Work – General Principles and Requirements).
- 20.8 Where a full-time employee is approved to work part-time for a specified period, the agreement in writing under clause 20.4 will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to full-time hours unless a further period of part-time employment is approved.
- 20.9 Part-time hours of duty and overtime
- (a) The span of hours during which a part-time employee may work their agreed hours will be the same span applicable to full-time employees.
 - (b) Subject to clause 52 (Overtime) overtime will only be paid for work performed:
 - (i) outside the normal span of hours as specified in clause 44; or
 - (ii) in excess of any daily maximum hours of seven hours and 21 minutes; or
 - (iii) as on-call as defined in clause 51 or emergency duty as defined in clause 54 or

- (iv) after working in excess of 73 hours and 30 minutes per fortnight.
- (c) 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.
- (d) Where the employee agrees, a part-time employee may work fewer or more hours per week than the minimum and maximum limits stipulated in clause 20.9(c).

21 Casual Employment

21.1 A casual employee is an employee who:

- (a) Was offered and accepted employment on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- (b) To avoid doubt, a regular pattern of hours does not of itself indicate a firm advance commitment to continuing and indefinite work according to an agreed pattern of work.

21.2 A casual employee will be paid:

- (a) the ordinary hourly rate of pay for the classification assigned; and
- (b) a casual loading of 25% of the ordinary hourly rate of pay, in lieu of paid leave (except long service leave) and public holidays not worked.

21.3 Casual employees are not eligible for incremental adjustment to their salary.

21.4 The minimum daily engagement of a casual employee is three hours, where superannuation will be paid on the full three hours as if superannuation guarantee applied, provided those hours do not attract overtime payments.

Note: for the purpose of clause 21.4, work commencing prior to midnight on one day and continuing into the next day, counts as one engagement.

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

22 Individual Flexibility Arrangements

22.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the arrangement:

- (a) deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) meal breaks;
 - (iii) restrictive duty;
 - (iv) overtime rates;
 - (v) recreation leave loading;

- (vi) penalties; or
 - (vii) allowances.
 - (b) meets the genuine needs of the employer and the employee; and
 - (c) is genuinely agreed to by the employer and the employee.
- 22.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about matters that would be permitted matters if the arrangement were an enterprise agreement;
 - (b) do not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - (c) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 22.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (c) 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 their employment as a result of the arrangement; and
 - (d) the period of operation of the arrangement.
- 22.4 To take effect, the individual flexibility arrangement must be approved by the Commissioner and implemented via a Determination or other appropriate instrument and the CEO must give the employee a copy of the Determination or other appropriate instrument within 14 days of the Commissioner's approval.
- 22.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving written notice of not more than 28 days to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing - at any time.
- 22.6 An employee may choose to be represented by their nominated representative in relation to the development and implementation of individual flexibility arrangement.
- 23 Variation to Working Arrangements for Groups of Employees**
- 23.1 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, including rostered days off, restricted duties or longer and/or more frequent unpaid breaks during the day;
- (b) commuted salaries or allowances;
- (c) meal breaks; and
- (d) leave.

23.2 Agreements to vary working arrangements will:

- (a) result in more efficient operations;
- (b) be genuinely agreed to by the majority of employees involved;
- (c) result in employees being better off overall than the employees would have been if no variation had been made;
- (d) include a mechanism to terminate and/or review the agreement;
- (e) be recorded in writing and approved by the CEO; and
- (f) require approval of the Commissioner and implementation via Determination or other appropriate instrument.

23.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.

23.4 The Union will be consulted on proposed arrangements prior to the approval of the Commissioner.

24 Workloads

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

24.2 An appropriate balance between an employee's work and personal life:

- (a) contributes toward healthy and productive workplaces;
- (b) helps build a positive morale in the workplace; and
- (c) assists in strengthening an individual's social and family relationships.

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

24.4 The parties recognise there may be unavoidable peak work periods where employees' workloads increase; however, this should be the exception rather than the norm.

24.5 Subject to clause 49 (Additional Hours and Overtime) and clause 52.1(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.

24.6 Managers and employees should therefore ensure that employees' workloads are reasonable.

24.7 Subject to clause 24.4 management will:

- (a) ensure employees have sufficient and appropriate resources to undertake their jobs;
- (b) ensure the tasks allocated to employees can reasonably be performed in the hours for which they are employed, including reasonable additional hours;
- (c) monitor employee workloads, work patterns, priorities, staffing levels / classifications, use of work-life balance arrangements, and any other relevant indicators within the workplace;
- (d) implement strategies to ensure workloads remain reasonable;
- (e) monitor vacant positions and fill vacancies in a timely manner; and
- (f) consult with employees and their nominated representatives over workload issues.

24.8 Employee/s may request in writing for management to review ongoing and sustained workload issues in the workplace. Where so requested, management will consider the workload factors and issues raised, consider their effect on the workplace, and if necessary, implement strategies to ensure reasonable workloads are maintained.

24.9 Management will respond in writing the employee/s concerned in a timely manner.

25 Flexible Work – General Principles and Requirements

25.1 The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. There are benefits for the employee, the agency and customers when employees are able to work more flexibly.

25.2 In all cases and at all times, an employee's flexible work arrangement must work for them, their team/work colleagues and the business needs.

25.3 Under this Agreement, employees have a range of options for when and how they work and are encouraged to discuss with their manager their flexibility needs.

25.4 The objective is to provide employees with the level of flexibility that works for them and allows them to meet their flexible lifestyle needs and achieve their aspirations, provided that business (includes team and customer) needs continue to be met.

25.5 Flexible work may be facilitated through one of the following initiatives contained in this Agreement. Refer to the relevant provision for eligibility and approval requirements:

- (a) Clause 60 Flexible Lifestyle (Purchased) Leave – ability to purchase paid leave through salary deductions to access more time off in a particular year
- (b) Clause 20.7 Part-time employment – converting from full-time to part-time employment for a specified period or a permanent change
- (c) Clause 55 Averaging Hours- used where regular time off is required
- (d) Clause 84 Special leave without pay
- (e) Clause 68.17(e) returning to work on reduced hours after parental leave.

- 25.6 Subject to approval, employees may work from home or another location to facilitate flexible work. The parties are committed to supporting a sector-wide working from home policy with standard and clear guidelines.
- 25.7 In considering an employee's request to work flexibly the CEO will take into account a range of things, including the employee's personal circumstances and the agency's business (includes team and customer) needs.
- 25.8 Unless provided otherwise in the relevant clause, requests to work a flexible working arrangement can only be refused on reasonable business grounds as defined in clause 3(x).
- 25.9 An employee's request to work flexibly must be in writing setting out the details of the change sought and the reasons for the request.
- 25.10 Subject to clause 25.11, the CEO (or their delegate) must give the employee a written response to the request within 21 days stating whether the CEO (or their delegate) grants or refuses the request.
- 25.11 Where the CEO's delegate proposes to refuse an employee's request to work from home, the employee's request will be referred to the CEO for assessment. Only the CEO is permitted to refuse employees' requests to work from home.
- 25.12 While there are many options about how an employee works in this Agreement, sometimes they will not fit an employee's exact circumstances and the employee and CEO will need to agree to vary the Agreement. In such situations, the Individual Flexibility Arrangements (clause 22) applies.

26 Training and Development

- 26.1 The parties are committed to training and career development opportunities for employees that support and/or enhance DOH outcomes. 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.
- 26.2 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.
- 26.3 The parties acknowledge the NTPS Aboriginal Employment and Career Development Strategy for 2021 – 2025 and Employment Instruction Number 15 (Special Measures) are a

key policy initiative and legislation, respectively, supporting Aboriginal recruitment, training and career progression.

27 Performance Planning and Review

- 27.1 Unless otherwise agreed, an employee and their manager will undertake an annual performance planning and review process in accordance with DOH procedures.
- 27.2 Consistent with Employment Instruction 4, DOH is to have a procedure for performance planning and review consistent with the following principles:
- (a) regular and relevant feedback on work performance and capability should occur during the cycle of the plan, including where a manager suspects performance issues;
 - (b) alignment of DOH and employee objectives;
 - (c) enhancement of the standards of work performance based on appropriate measures;
 - (d) identification of the knowledge, skills, resources and training required for an employee to perform their duties and for career development;
 - (e) identification of the requisite attitudes and behaviours that are consistent with the principles of the PSEM Act, Code of Conduct, and DOH values;
 - (f) recognition of other factors that impact on an employee's performance and development, including the ability to review and revise the plan where other issues arise; and
 - (g) recognition of the principles of natural justice including mechanisms for an employee to seek a review.
- 27.3 DOH will ensure that employees have an opportunity to familiarise themselves with the agency's procedure for performance planning and review. Employees and their manager are to constructively participate in the process.
- 27.4 An employee can expect that performance planning and review will occur and can request for the process to occur. Where an employee has requested that the annual performance planning and review process occurs, unless otherwise agreed, the process should commence within 14 days and be completed within 21 days from commencement.
- 27.5 Information collected through the performance planning and review process must comply with the Information Privacy Principles set out in the *Information Act 2002*.
- 27.6 Information gathered through the performance planning and review process will form part of the employee's employment record.

28 Redeployment and Redundancy

- 28.1 Redeployment and redundancy entitlements applicable to employees are set out in Schedule D.
- 28.2 Transfer of employment
- (a) The provisions of Schedule D - 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.

- (b) The National Employment Standards 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:
 - (i) the second employer recognises the employee's service with the first employer; or
 - (ii) the employee rejects an offer of employment made by the second employer that:
 - A. 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
 - B. recognises the employee's service with the first employer,
 unless the FWC is satisfied that this would operate unfairly to the employee who rejected the offer, in which case, upon application, the FWC may order the first employer to pay the employee a specified amount of redundancy pay.

Part 4 Salaries and Increments

29 Salaries and Allowances

29.1 The salaries for Dental Officers will be increased as set out below:

- (a) 3% effective from 21 August 2022;
- (b) 3% effective from the first pay period to commence on or after 21 August 2023;
- (c) 3% effective from the first pay period to commence on or after 21 August 2024; and
- (d) 3% effective from the first pay period to commence on or after 21 August 2025.

29.2 The salaries payable to Dental Officers are set out in Schedule A.

29.3 Salaries will be paid fortnightly based on the following formula:

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

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

30 Dental Officer Work Level Descriptions

The work level descriptions for Dental Officers are set out in Schedule C - Dental Officer Work Level Descriptions.

31 Assessment for Progression

- 31.1 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.
- 31.2 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.
- 31.3 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 clause 31.6; and
 - (b) address assessment criteria as outlined in clauses 31.7 and 31.8.
- 31.4 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.
- 31.5 A Dental Officer who has progressed to level D2 or D3, either under clause 31.2(a) (pay progression) or clause 32 (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.
- 31.6 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.
- 31.7 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 policy specifying assessment criteria for progression.
- 31.8 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 policy referred to in clause 31.7.

- 31.9 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.
- 31.10 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.
- 31.11 Where an applicant for assessment is unsuccessful, either at the stage of application or appeal, as outlined in clause 31.12:
- (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 their annual increment after 12 months continuous service unless withheld in accordance with clause 32 - Increments. In accordance with clause 31.5, 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.
- 31.12 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.

32 Increments

- 32.1 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.
- 32.2 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.
- 32.3 The authority to apply clauses 32.5 and 32.6 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 - Employee Performance Management and Development Systems.
- 32.4 The Commissioner will notify the Union of the acceptance of any performance management system for the purpose of clause 32.3 prior to that system being used for deferral of increments.
- 32.5 The CEO (or delegate) may determine to withhold an increment as set out in clause 32.6 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 their performance to an acceptable standard, and

- (c) has failed to attain or sustain an acceptable standard of work performance.

32.6 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 must provide the reasons for deferring an increment under clause 32.6(a) or 32.6(b) in writing to the employee.

32.7 If a decision is made under clause 32.5 or 32.6 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.

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

32.9 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.

33 Superannuation

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

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

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

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

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

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

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

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

34 Salary Sacrifice

34.1 Salary Sacrifice for Employer Superannuation

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

- (a) An employee who currently has their employer superannuation guarantee contributions paid to a Choice of Fund superannuation fund (e.g. employed after 10 August 1999) may salary sacrifice into that fund or another complying superannuation fund.
- (b) An employee who currently contributes 6% to NTGPASS may salary sacrifice into NTGPASS or another complying superannuation fund.
- (c) An employee who currently contributes to the CSS is not able to salary sacrifice into that scheme but can salary sacrifice into another complying superannuation fund.
- (d) While there is no limit to the amount an employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions (whether real or notional), will be assessed against the Commonwealth concessional contribution cap relevant to their age. The employee is responsible for any tax and interest that may be imposed by the Australian Taxation Office or other relevant authority for them exceeding the Commonwealth concessional contribution cap.
- (e) The arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly.
- (f) The arrangement does not operate to reduce employer superannuation contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of salary sacrifice arrangements.
- (g) When an employee who is a member of the CSS, NTSSS or NTGPASS enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes will remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes).

34.2 Salary Sacrifice Packaging

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

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

35 Integrity of Payments

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

35.2 Recovery of overpayments

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

35.3 Rectification of underpayments

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

Part 5 Allowances

36 Allowance in Lieu of Private Practice

- 36.1 An allowance in lieu of private practice will be paid to Dental Officers to offset the disparity between public and private sector salaries.
- 36.2 The amount of the allowance in lieu of private practice, and the effective date of increases, will be as set out in Schedule B of this Agreement.
- 36.3 Subject to clauses 36.4 and 36.5 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 20 (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.
- 36.4 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.
- 36.5 Dental Officers working less than 0.8 FTE hours and engaged in private practice employment will not be entitled to payment of the allowance in lieu of private practice.
- 36.6 Dental Officers working less than 0.8 FTE per week and not engaged in private practice employment will be entitled to payment of the allowance in lieu of private practice.

37 Professional Development Reimbursement Payment

- 37.1 The professional development reimbursement payment (PDRP) is available to Dental Officers who have completed a minimum of 12 months continuous service, to offset professional development activity costs.
- 37.2 PDRP entitlement period
- (a) The PDRP entitlement period is the 12 month period commencing the anniversary of appointment.
 - (b) The commencement date for each PDRP period, as specified in clause 37.2(a), will be delayed proportionally by the utilisation of leave without pay or leave taken on part pay.
- 37.3 General conditions
- (a) The PDRP 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) The PDRP will be paid to defray the costs associated with travel, accommodation, course fees, conference registration fees, journal costs, meals, incidentals and other

expenses associated with a Dental Officer's professional development. Additional expenses can be claimed if occurred as a direct result of attending (may not be in person) professional development activities.

- (c) The PDRP will be paid up to the maximum amount set out in Schedule B in respect of each PDRP period and any unexpended amount of the PDRP will not be carried over to the next PDRP period.
- (d) The PDRP will be paid on a reimbursement basis as a lump sum and will not form part of salary for any purpose. Payments will be made as soon as practicable after a claim for the PDRP has been submitted and approved.
- (e) The PDRP will apply to part-time employees on a pro rata basis based upon their agreed hours of employment in accordance with clause 20 (Part-time Employment).

37.4 Claiming PDRP

- (a) Dental Officers may claim up to their maximum annual PDRP entitlement at the end of each PDRP period.
- (b) Alternatively, Dental Officers may claim a pro rata portion of their annual PDRP entitlement at any time during the PDRP period, provided that the relevant professional development activities have been completed. This includes being able to claim a PDRP portion earlier on a pro rata basis provided that the Dental Officer has been employed for a 12 month period commencing the anniversary date of their appointment.
- (c) A claim for PDRP must be supported by receipts and proof of expenditure for professional development activities undertaken during the relevant PDRP period including proof that the activity was undertaken.

37.5 Deferral of PDRP

Note: Deferral of PDRP allows Dental Officers to accumulate PDRP over a 2 year period provided the eligibility requirements of this clause are met.

- (a) With the agreement of the CEO a Dental Officer may defer payment of the PDRP to the employee's subsequent PDRP period, provided that:
 - (i) the carry-over is restricted to two PDRP periods only;

Example: Katie has approval to defer her annual PDRP entitlement calculated as at 21 August 2021. The deferred amount can only be added to the amount that would be available to Katie after a further 12 months continuous service (i.e. the amount calculated as at 21 August 2022). The accrued amount must not be carried over into any subsequent PDRP periods (i.e. 2023). This would equate to a 2 year accumulation period.

 - (ii) the proposed professional development activity has been included in the Dental Officer's agreed Work Partnership Plan; and
 - (iii) the proposed professional development activity is undertaken as planned.
- (b) If the professional development activity that is the subject of a deferred PDRP across two PDRP periods under clause 37.5(a) is not undertaken then the deferred PDRP is deemed to have been spent and will not be available to the Dental Officer.

38 Retention and Remote Service Allowances

- 38.1 Dental Officers will be paid a retention and remote service allowance as a lump sum payment as set out in Schedule B of this Agreement and increase once-off by \$3,000 effective from the commencement of this Agreement.
- 38.2 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.
- 38.3 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.
- 38.4 The 12 months continuous service qualifying period will be delayed proportionally by the utilisation of leave without pay or leave taken on part pay.
- 38.5 The allowance will apply to part-time employees on a pro rata basis based upon their agreed hours of employment in accordance with clause 20 (Part-time Employment).
- 38.6 A Dental Officer eligible for the Retention and Remote Service Allowance for Nhulunbuy and Katherine under clause 38.7 through to clause 38.12 will not be entitled to claim this allowance.

Attraction and Retention Allowance - Nhulunbuy and Katherine locations

- 38.7 In recognition of the social and professional isolation associated with regional and remote services, a Dental officer who resides in Nhulunbuy or Katherine, and providing dental services in the dental clinic and surrounding regional areas will be eligible to receive this allowance for attraction and retention.
- 38.8 The attraction and retention payment for Nhulunbuy and Katherine will replace the existing retention and remote services allowance at clauses 38.1– 38.5 for employees at the Nhulunbuy and Katherine locations only.
- 38.9 These payments will be made in accordance with this clause and the rates specified Schedule B.
- 38.10 The Regional and Remote *Attraction* Payment amount for Nhulunbuy and Katherine will be paid fortnightly, count for superannuation purposes, and be payable during periods of paid leave. Part-time Dental Officers will be eligible for a pro rata entitlement according to their contracted hours of work.
- 38.11 The Regional and Remote *Retention* Payment amount for Nhulunbuy and Katherine will be paid to the Dental Officer as a lump sum at the completion of each 12 months of service. Part-time Dental Officers will be eligible for a pro rata entitlement according to their contracted hours of work.
- 38.12 A Dental Officer eligible for this Allowance will not be entitled to claim the Retention and Remote Service Allowance at clauses 38.1– 38.5.

39 Higher Duties Allowance

- 39.1 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 five days of higher duties.
- 39.2 The allowance will be the difference between the Dental Officer's nominal salary and the base salary of the higher classification, subject to clause 39.3.
- 39.3 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.

40 Clinical Expertise Allowance

- 40.1 An employee, excluding casuals, who obtains recognised clinical training and education or post graduate qualification, and who is employed in a work unit relevant to that qualification (a qualification in line with the needs of NTPS oral health) will be paid a Clinical Expertise Allowance.
- 40.2 The Clinical Expertise Allowance rates applicable to this Agreement are contained in Schedule B.
- 40.3 The allowance will be paid fortnightly and will:
 - (a) be paid to a part-time employee on a pro rata basis based upon their agreed hours;
 - (b) be paid during approved periods of paid leave;
 - (c) be recognised for superannuation purposes;
 - (d) not be included in calculation of overtime or penalty rates;
 - (e) the payment will be made for one only qualification. If a Dental Officer has multiple qualifications the rate for the highest qualification will be paid;
 - (f) not be paid during periods where the employee performs higher duties outside of the relevant work area; and
 - (g) not be paid during leave without pay or during periods of leave which have not been authorised.

41 Accident Allowance

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

- (e) while travelling directly between their place of residence or their place of work and an educational institution at which their attendance is required or expected by the Commissioner; or
- (f) in circumstances in which the actions of the employee are regarded by the Commissioner as so meritorious in the public interest as to warrant special consideration.

- 41.2 Accident allowance will be paid for an absence necessitated by physical injury of up to four months or a longer period determined by the Commissioner.
- 41.3 The amount of accident allowance payable will be increased by an amount reasonably incurred in transport, medical and hospital expenses as a result of the injury.
- 41.4 An employee will be paid an allowance equivalent to half their normal time salary during a period of absence of up to three months necessitated by physical injury sustained in circumstances other than those in clause 41.1 and not attributable to wilful misconduct, or a longer period determined by the Commissioner.
- 41.5 An employee paid an allowance in accordance with clause 41.4 may utilise available personal leave credits on full or half pay to supplement the allowance to the level of their normal time salary.
- 41.6 The amount of accident allowance payable in accordance with clause 41.4 will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.
- 41.7 Accident allowance is not payable where an employee receives benefits in respect of the injury at the same time under the *Return to Work Act 1986* or the *Motor Accidents (Compensation) Act 1979*, as amended, but nothing in this clause will reduce the rights of an employee under those Acts.
- 41.8 Where an amount of accident allowance or salary in respect of personal leave paid to an employee is reimbursed to the employer by the party responsible for the injury or their representative, no deduction of accident allowance or personal leave credits will be made from the employee injured.

42 Northern Territory Allowance

- 42.1 Subject to satisfying the annual review requirements, an employee with eligible dependants will be paid the Northern Territory Allowance in accordance with By-law 26 of the PSEM Act, at the rate set out in Schedule B, provided that the employee was in receipt of the allowance on the day prior to 12 August 2019.
- 42.2 The allowance will be paid on pro-rata basis for employees employed on a part-time basis.
- 42.3 Where an employee in receipt of the Northern Territory Allowance who ceases to be eligible for the allowance, will not be eligible for the allowance in relation to any future dependency situation.

43 Electricity Subsidy for Employees in Remote Localities

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

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 for the applicable calendar year, subject to the relevant category of remoteness and the employee's eligibility for the dependant/after-hours rate.
- (b) The electricity subsidy for the dependant/after-hours rate is payable only where the employee:
 - (i) has recognised dependants, being an employee's spouse or de facto partner, or children under the age of 18, who:
 - A. reside with the employee;
 - B. are not eligible for assistance with electricity costs from any other source; and
 - C. are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the Commissioner; or
 - (ii) is a 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 rest 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.

Part 6 Hours of Duty and Work Arrangements

44 Span of Hours

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

45 Clinic Hours

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

46 Remote Community Work

- 46.1 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.

- 46.2 The parties are committed to ensuring the standard of service is maintained through the active participation in remote community work.
- 46.3 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.

47 Meal Breaks

- 47.1 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.
- 47.2 For duty performed outside of normal hours clause 47.1 will apply except that payment will continue at overtime rates for duty beyond five hours.

48 Public Holidays

- 48.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.
- 48.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act 1981* (NT).
- 48.3 An employee will observe any day proclaimed or gazetted as a public holiday.
- 48.4 An employee may be required to work on any public holiday.

49 Additional Hours and Overtime

- 49.1 An employee shall be liable to be called for duty at any time that the employee is required in accordance with the provisions of this Agreement.
- 49.2 Definitions
- (a) **Additional hours** is work performed in excess of ordinary hours of duty or, in the case of part-time employees, work performed in excess of agreed hours.
 - (b) **Overtime** means additional hours actually worked that would attract an overtime payment as applicable in accordance with the provisions of this Agreement.
- 49.3 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 their 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.

50 Principles of use of on-call, overtime and emergency duty

Access to the provisions of clauses 51 (On-call), 52 (Overtime), and 54 (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.

51 On-call

- 51.1 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.
- 51.2 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 54 (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.
- 51.3 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 clause 51.2, be paid at the on-call rate set out at Schedule B. The rate will be adjusted annually in January each year in accordance with the annual September to September Darwin Consumer Price Index (CPI). The Allowance will not reduce if the CPI is negative. The Commissioner will give effect to any subsequent annual adjustment through a Determination.
- 51.4 The on-call allowance is payable for each hour or part hour the employee is restricted outside the employee's ordinary hours of duty.
- 51.5 Any part of a period of restriction for which the employee receives another payment will not be included for calculating on-call allowance.

- 51.6 An employee who is on-call and who is recalled to duty will be paid in accordance with the relevant overtime provisions at clause 52 (Overtime), and with reference to the minimum payment provisions at clause 52.4(d).
- 51.7 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.

52 Overtime

52.1 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 50 (Principles of use of on-call, overtime and emergency duty), an employee 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 55 (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:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{PWH}} \times \frac{3}{2}$$

- (ii) Double time rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{PWH}} \times \frac{2}{1}$$

- (iii) Double time and a half rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{PWH}} \times \frac{5}{2}$$

where "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.

- (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.

52.2 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 clause 52.3(b).

52.3 Rates

- (a) Overtime worked Monday to Saturday will be paid at time and a half for the first three hours and double time thereafter.
- (b) Overtime worked on Sunday will be paid at double time rate.
- (c) Overtime worked on a public holiday will be paid at a rate of double time and a half.

52.4 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 clause 54.4 (Emergency duty).

53 Rest Relief after Overtime

- 53.1 An employee who works so much overtime between the termination of their ordinary duty on one day and the commencement of their ordinary duty on the next day that the employee 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 the employee 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 the employee's place of employment.
- 53.2 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, the employee will be paid at double rate until the employee is released from duty for such period and will then be entitled to be absent until the employee has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for ordinary working time occurring during that absence.
- 53.3 The provisions of clause 53.1 will not apply to overtime worked in the circumstances covered by clause 54 (Emergency Duty), unless the actual time worked (excluding travelling time) is at least three hours on each call.
- 53.4 The provisions of this clause will apply only to employees who are eligible for overtime payment.
- 53.5 Provided that in lieu of clause 54 (Emergency Duty), the provisions of this clause will apply.

54 Emergency Duty

- 54.1 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.
- 54.2 The time for which payment is made will include time necessarily spent in travelling to and from duty.
- 54.3 Emergency duty payments will be paid at the double time rate calculated in accordance with the formula at clause 52.1(e)(ii).
- 54.4 The minimum payment for emergency duty is two hours at double time.
- 54.5 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.
- 54.6 The provisions of this clause do not apply to an employee whose commencement time of regular duty is altered to meet an emergency.

55 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.

Part 7 Leave

56 Personal Leave

56.1 General

An employee may, subject to notice and evidence requirements, take personal leave if the leave is:

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

56.2 Paid Personal Leave Entitlement

- (a) An ongoing full-time employee is entitled to:
 - (i) three weeks paid personal leave on commencement of employment; and
 - (ii) three weeks paid personal leave annually on the anniversary of the employee's commencement date.
- (b) A fixed period full-time employee is entitled to:
 - (i) two days paid personal leave on commencement of employment;

- (ii) up to one week of paid personal leave for each period of two months service provided that the total leave does not exceed three weeks within the first 12 months of service; and
 - (iii) three weeks paid personal leave annually on the anniversary of the employee's commencement date.
- (c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 56.2(a) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.
- (d) A part time employee is entitled to paid personal leave on a pro-rata basis in accordance with the employee's agreed hours of work.
- (e) Casual employees are not entitled to paid personal leave.
- (f) Paid personal leave is cumulative.
- (g) An employee's paid personal leave entitlement will be deferred by any period of:
 - (i) personal leave where the absence is without pay and not covered by documentary evidence as required by clause 56.6;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.
- (h) An employee may elect to access personal leave at half pay where the absence is at least one day.

56.3 Unpaid carer's leave – casual employees

- (a) Casual employees are entitled to two days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clauses 56.5 and 56.6.
- (b) Unpaid carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.
- (c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 56.3(a).

56.4 Additional Personal Leave

Where paid personal leave credits are exhausted:

- (a) Unpaid carer's leave
 - (i) An employee is entitled to access up to two days unpaid carer's leave on each occasion that the employee requires carer's leave.
 - (ii) Carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.
 - (iii) The CEO may grant an amount of unpaid leave in excess of the amount specified in clause 56.4(a)(i).

- (b) An employee may apply for and the CEO may grant, after considering all relevant circumstances:
 - (i) additional personal leave on half pay, which cannot be converted to full pay; or
 - (ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.
- (c) Additional leave utilised under clause 56.4 is subject to the notice and evidence requirements in clauses 56.5 and 56.6.

56.5 Notice Requirements

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

56.6 Documentation Requirements

- (a) An employee must apply for personal leave in the form required by the CEO as soon as it is reasonably practicable for the employee to make the application.
- (b) Subject to clause 56.6(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 56.1(a) (sick leave), an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
 - (i) a medical certificate from a registered health practitioner; or
 - (ii) if it is not reasonably practicable for the employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside outside an urban area or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:
 - A. the reasons why it was not practicable to provide a medical certificate; and
 - B. the reason for and length of the absence.
- (c) Subject to clause 56.6(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 56.1(b) (carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with:
 - (i) evidence which may include a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires the employee's care or support to the extent that they will not be able to attend for duty; or
 - (ii) other relevant documentary evidence stating the unexpected emergency and that this unexpected emergency required the employee's care or support.
 - (iii) A CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.

- (d) An employee may access personal leave without providing documentary evidence, up to a maximum of five days or the equivalent number of hours of duty per personal leave year, provided that no more than three of those days may be consecutive working days or the equivalent number of hours of duty.

56.7 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of clauses 56.5 and 56.6 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.

56.8 Medical examination at the direction of the CEO

- (a) The CEO may direct an employee to attend an examination by a registered health practitioner where:
 - (i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury;
 - (ii) it is considered that an employee's efficiency may be affected due to illness or injury;
 - (iii) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees or the public; or
 - (iv) under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.
- (b) An employee directed to attend a medical examination in accordance with clause 56.8(a) who is:
 - (i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;
 - (ii) an employee other than one to which clause 56.8(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known,

and the grant of sick leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.

- (c) The CEO will not grant sick leave where the employee fails to attend a medical examination without reasonable cause, or where illness or injury is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

56.9 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.

57 Infectious Diseases Leave

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

- (a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Disease Act 1981*; 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) personal leave for any period during which the employee actually suffers from illness; or
- (d) where working from another location during the isolation period is not possible (e.g. working from home), recreation leave in relation to any period during which the employee does not actually suffer from illness.

57.2 Where an employee suffers an injury or disease in the course of their employment they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1986*.

58 Recreation Leave

58.1 Definitions

For the purpose of this clause:

- (a) **month** means a calendar month.
- (b) **"shift worker"** refer clause 3(z) for definition.
- (c) **year** means a calendar year.

58.2 Recreation Leave

- (a) An employee (except for a casual employee) is entitled to:
 - (i) four weeks paid recreation leave per year;
 - (ii) an additional two weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This will not affect and will be in addition to the entitlement under clause 58.2(a)(iii); and
 - (iii) an additional seven 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 hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clause 58.2(a)(iii).

58.3 Accrual of Leave

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

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

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

58.4 Granting of Leave

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

58.5 Public Holidays

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

58.6 Excess Leave

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

58.7 Cash-out of Leave

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

- (a) the employee's remaining accrued entitlement to paid recreation leave is not less than four weeks;
- (b) each cashing out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone; and

- (d) a minimum of five days to be cashed-out on any occasion.

58.8 Illness During Leave

Where an employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 56 (Personal leave), the CEO may grant personal leave and authorise the equivalent period of recreation leave to be re-credited.

58.9 Payment in Lieu

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

59 Recreation Leave Loading

59.1 Recreation leave loading entitlement

- (a) In addition to normal salary payment for recreation leave, an employee is entitled to a recreation leave loading on 1 January each year. Subject to clause 59.1(b), the amount of the loading will be the lesser of:
 - (i) 17.5% of the value of the annual recreation leave accrued over the previous year based on the employee's salary, including allowances in the nature of salary; or
 - (ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the May 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 clause 59.1(a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading will be equivalent to the shift penalties.

59.2 Payment of recreation leave loading

- (a) With the exception of shiftworkers, an employee who is approved to use at least one week of recreation leave may apply for an accrued recreation leave loading.
- (b) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loading plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.

- (c) Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at clause 59.2(b) will be the salary payable had the employee been employed on 1 January of that year.

59.3 Automatic cash-out

- (a) Where an employee has two or more recreation leave loadings, the following automatic payment provisions will apply:
 - (i) the common cash-up date for the automatic payment of recreation leave loadings is the second pay day in January of each year or in any case by the end of January each year;
 - (ii) an employee with two accrued recreation leave loadings as at 1 January 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.

60 Flexible Lifestyle (Purchased) Leave

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

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

60.3 Eligibility

An employee must:

- (a) have completed at least 12 months continuous service;
- (b) not have any excess recreation leave, as defined in clause 58.6 (Excess Leave); and
- (c) have exhausted their long service leave entitlements, or satisfied the conditions of By-law 8.3.

60.4 Method of purchase

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

60.5 General conditions

- (a) A flexible lifestyle leave arrangement must not result in an employee having a total leave balance greater than the excess leave limits in clause 58.6 (Excess Leave) after the period of the arrangement.
- (b) If an employee does not use their purchased leave within the agreed period, it will lapse and the employee will be reimbursed monies paid.
- (c) Flexible lifestyle leave may be taken in periods of two or more days.
- (d) A flexible lifestyle leave arrangement must be in writing and is non-renewable. On the expiry of an existing arrangement, the employee may lodge a new application for approval by the CEO.
- (e) Flexible lifestyle leave is available for use three months from the commencement date of the arrangement.

60.6 Effect on Other Entitlements

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

60.7 Independent advice

Prior to entering into or ceasing a purchased leave arrangement an employee should seek, at the employee's own expense, independent advice regarding:

- (a) the employee's financial situation;
- (b) the potential impact on taxation; and
- (c) the potential impact on superannuation.

60.8 Cessation of Arrangement

- (a) A flexible lifestyle leave arrangement will cease in one of the following ways:
 - (i) The specified term of the flexible lifestyle leave arrangement expires.
 - (ii) By the employee providing the CEO four weeks' written notice requesting to terminate the arrangement, and the CEO approving the employee's request.

- (iii) At the initiative of the CEO, on the giving of three months written notice to the employee, along with reasons for the cessation.
- (iv) The employee ceases employment with the NTPS.
- (v) The employee moves to a new work area within the agency, or to another agency and the new work area or agency does not agree to continue the arrangement.
- (b) Where a flexible lifestyle leave arrangement ceases, the employee will be reimbursed, by lump sum payment, the amount of any unused flexible lifestyle leave. The reimbursement will be paid within two months of the cessation of the arrangement.

61 Compassionate Leave

61.1 An employee may take up to five days of compassionate leave for each occasion when:

- (a) a member of the employee's immediate family or household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies.
- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.

61.2 An employee may take up to three days of compassionate leave on each occasion of the death of a member of the employee's extended family.

61.3 An employee may take up to three days of compassionate leave if they or their partner experiences a miscarriage.

61.4 Compassionate leave is paid leave, except for casual employees where it is provided without pay.

61.5 Compassionate leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the CEO.

61.6 The CEO may approve an additional period of unpaid compassionate leave on request.

61.7 Notice and evidence Requirements

- (a) An employee must provide the CEO with notice of the taking of compassionate leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
- (b) Subject to clause 61.7(c), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.
- (c) In relation to leave under clause 61.3 (miscarriage), the employee must produce a medical certificate from a medical practitioner stating that the employee's pregnancy or their partner's pregnancy has ended.

62 Christmas Closedown

- 62.1 The CEO will consult with relevant employees where DOH, or part of DOH, will closedown for a nominated period and that closedown will occur provided that:
- (a) at least three months' notice in writing is given to employees prior to the closedown period; and
 - (b) the nominated period covers the Christmas and New Year period.
- 62.2 Closedown 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 closedown period. This may occur subject to the CEO:
- (a) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or
 - (b) if no volunteers are forthcoming, directing employees with at least two months notice to cover the closedown period.
- 62.3 Employees affected by the closedown period must use either recreation leave or time off in lieu to cover the closedown period.
- 62.4 New employees, who will not be able to accrue enough leave credits to cover the closedown period, may be offered by the CEO, to work additional hours to enable sufficient time off in lieu to be accrued to cover the closedown period.
- 62.5 If an employee has insufficient recreation leave credits or time off in lieu credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

63 Cultural and Ceremonial Leave

- 63.1 An employee is entitled to five days unpaid cultural and ceremonial leave per year, to undertake cultural or ceremonial obligations for the community or group to which the employee belongs to.
- 63.2 An employee must advise the CEO as soon as reasonably practicable of the period or expected period of leave.
- 63.3 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.
- 63.4 The CEO may approve an additional period of unpaid cultural and ceremonial leave on request.
- 63.5 An employee may elect to use their recreation or long service leave to undertake their cultural or ceremonial obligations.
- 63.6 Unpaid cultural and ceremonial leave does not count for service for any purpose.

64 NAIDOC Week Leave

- 64.1 Employees may utilise time off in lieu of overtime (TOIL) or other flexible working arrangements to attend and participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities (e.g. NAIDOC March).
- 64.2 An employee must seek prior approval from their manager to utilise TOIL or other flexible working arrangements. Such requests should be supported, subject to an agency's operational requirements.
- 64.3 An employee who does not have access to TOIL or other flexible working arrangements may be granted paid leave. Subject to operational requirements, the CEO may approve up to 3 hours per year of paid leave to facilitate the employee's attendance at NAIDOC week activities.

65 Kinship Obligation Leave

- 65.1 An Australian First Nation's employee may take up to five days paid kinship obligation leave each year for the purpose of attending Sorry Business or related purposes. Sorry Business refers to cultural practices and protocols undertaken after someone's passing.
- 65.2 For the purposes of this clause, 'kinship' means:

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

- 65.3 The leave is in addition to any other leave available to the employee under this Agreement and may be taken in broken periods and at half pay.
- 65.4 Where an employee utilises an amount of kinship obligation leave at half pay:

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

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

- (b) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- 65.5 The leave does not accrue progressively or accumulate from year to year and there is no residual entitlement to be paid on cessation of employment.
- 65.6 Notice requirements
 - (a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
 - (b) The CEO may require an employee to produce evidence that would satisfy a reasonable person of the need for kinship obligation leave.

66 Domestic, Family and Sexual Violence Leave

- 66.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic or family violence or sexual violence. Support measures for employees include leave with pay, flexible work options and access to an Employee Assistance Program. Additional support may be available to these employees through their agency.
- 66.2 Leave with pay is available to an employee who is experiencing domestic or family violence or sexual violence and who requires time off for reasons including, but not limited to:
- (a) seeking safe accommodation;
 - (b) attending court hearings and police appointments;
 - (c) accessing legal advice;
 - (d) organising alternative care or education arrangements for the employee's children; or
 - (e) other related purposes approved by the CEO.
- 66.3 Domestic, family and sexual violence leave is in addition to other leave entitlements and count as service for all purposes.
- 66.4 Applications for leave will be dealt with confidentially and sensitively. Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.
- 66.5 Reasonable adjustments will be considered to ensure the individual's safety in the workplace (e.g. different work locations, removal of phone listing or changes to NTG email addresses).

67 Support and Wellbeing - Employee Assistance Program

- 67.1 The purpose of the Employee Assistance Program is to help employees and managers deal with issues that may impact on them at work.
- 67.2 Employees and their families may access up to three sessions of professional and confidential counselling services for each issue, which may be conducted remotely.
- 67.3 Further sessions may be granted by the CEO.

68 Parental Leave

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

68.1 Application

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

- (a) the birth of a child of the employee or the employee's spouse (including the birth of a child by way of a surrogacy arrangement);
- (b) the placement of a child with the employee for adoption; or

- (c) the placement of a child with the employee under a long term or permanent care order; and

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

68.2 Definitions

For the purpose of this clause:

- (a) **child** means:

- (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee, the employee's spouse or the employee's legal surrogate; or
- (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with the employee; or
- (iii) in relation to a long term or permanent care order related leave, a child (or children) who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*, and who will be placed with the employee under a long term or permanent care order.

- (b) **continuous service** means the employee's continuous period of employment with the employer and, where relevant, any continuous period of employment within an agency for the purposes of the *Financial Management Act 1995* that immediately preceded NTPS employment (i.e. no break in service between employment). An employee's service will be continuous despite any periods of authorised paid leave, or periods of authorised unpaid leave that are expressly stated as counting for the purposes of service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory.

Where an employee is employed under two or more separate contracts of employment at the same time, as permitted under s 38A of the PSEM Act, and the employee requires parental leave under each contract, continuous service will be determined with respect to the total period of service with the employer.

- (c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:
 - (i) the day on which the employee first takes parental responsibility for the child; or
 - (ii) the day on which the employee starts any travel that is reasonably necessary to take parental responsibility for the child.
- (d) **eligible casual employee** means a casual employee who has been engaged by the employer on a regular and systematic basis for a period of:
 - (i) at least 12 months; or
 - (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and:
 - A. the employer terminated the previous engagement;

- B. the employee was re-employed within three months after termination of the previous engagement; and
- C. the total employment period (i.e. the current employment and previous engagement) is at least 12 months.
- (e) **medical certificate** means a certificate signed by a medical practitioner.
- (f) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 1995* and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 68.10.
- (h) **primary caregiver** means the person who is the primary carer of a child at and immediately following the time of birth or day of placement of a child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary caregiver on any particular day. In most cases, the primary caregiver will be the birth giver or the initial primary carer of a newly adopted child.

68.3 Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (clause 68.8)	Less than 39 weeks or eligible casual employee	Nil	52 weeks	52 weeks
	Between 39 weeks and 12 months	Between 1 and 14 weeks*	Between 38 and 51 weeks	52 weeks
	At least 12 months	14 weeks	142 weeks	3 years
	At least 4 years and 35 weeks	Between 15 and 18 weeks*	Between 138 and 141 weeks	3 years
	At least 5 years	18 weeks	138 weeks	3 years
	*Note: The amount of paid leave for employees with less than 12 months or 5 years (whichever is applicable) depends on the employee's continuous service at commencement of parental leave and the employee achieving the service requirements during the first 14 or 18 weeks of parental leave. The table in clause 68.8 is used to calculate the amount of pro rata leave.			
Partner leave (clause 68.9)	Less than 12 months or eligible casual employee	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years
	At least 5 years	2 weeks	154 weeks	3 years
Pre-natal leave (clause 68.4)	All employees (excludes casuals)	8 hours		8 hours
Leave for pregnancy-related illness (clause 68.5)	All employees	(No paid leave under parental leave. Employee can elect to use	The period a medical practitioner	The period a medical practitioner

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
		<i>accrued paid personal leave entitlements</i>)	certifies as necessary	certifies as necessary
No safe job leave (clauses 68.6(f) and 68.6(g))	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in clause 68.6(a))	For the entire risk period (as defined in clause 68.6(a))
	Where an employee is entitled to primary caregiver parental leave	For the entire risk period (as defined in clause 68.6(a))		For the entire risk period (as defined in clause 68.6(a))
Pre-adoption leave/ permanent care order application (clause 68.7)	Less than 12 months service or eligible casual employees	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
Special maternity leave (miscarriage) (clause 68.11(b))	All employees	Compassionate leave is available (<i>Accrued paid personal leave may be available</i>)	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
Special maternity leave (stillbirth) (clause 68.11(c))	All employees	As for primary caregiver parental leave Compassionate leave is also available	As for Primary caregiver parental leave	As for Primary caregiver parental leave

68.4 Pre-natal leave

- (a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling eight hours per pregnancy, to enable the employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to eight hours unpaid leave per pregnancy.
- (b) An employee must comply with the notice and evidence requirements set out in clause 68.12 to access pre-natal leave.

68.5 Leave for pregnancy-related illness

- (a) A pregnant employee who has not yet commenced primary caregiver parental leave is entitled to unpaid leave for a pregnancy-related illness.
- (b) An employee is entitled to take such period of leave as a medical practitioner certifies as necessary.

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

68.6 Transfer to an appropriate safe job

- (a) This clause applies where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue their present work for a stated period (the **risk period**).
- (b) The CEO will (if there is an appropriate safe job available and if reasonably practicable) transfer the employee to an appropriate safe job during the risk period.
- (c) Unless agreed by the employee, an employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until the commencement of parental leave.
- (d) During the risk period, the employee is entitled to the employee's full rate of pay (for the position they were in before the transfer) for the hours that the employee works in the risk period. For this clause, full rate of pay is as defined in section 18 of the FW Act.
- (e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (f) An employee is entitled to paid no safe job leave for the risk period, or part thereof, that the employee does not work, if:
 - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
 - (ii) the employee is entitled to primary caregiver parental leave in association with the pregnancy and birth; and
 - (iii) the employee has complied with the notice and evidence requirements set out in clause 68.12 for taking primary caregiver parental leave.
- (g) An employee is entitled to unpaid no safe job leave for the risk period, or part thereof, if:
 - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
 - (ii) the employee is not entitled to primary caregiver parental leave in association with the pregnancy and birth (i.e. a pregnant casual employee who does not meet the definition of eligible casual employee); and

- (iii) if required by the CEO, the employee has given the CEO evidence that would satisfy a reasonable person of the pregnancy.
- (h) If an employee is transferred to an appropriate safe job to work ordinary hours less than their usual ordinary hours during the risk period, the employee is entitled to paid or unpaid no safe job leave for the balance of their usual ordinary hours (subject to the requirements for those forms of leave being met).

68.7 Pre-adoption or permanent care order application leave

- (a) An employee seeking to adopt a child is entitled to take two days pre-adoption or permanent care order application leave for the purposes of attending interviews or examinations required:
 - (i) in order to obtain approval for the employee's adoption of a child; or
 - (ii) when making an application for a permanent care order.
- (b) Leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.
- (c) Pre-adoption or permanent care order application leave is paid leave, except for employees with less than 12 months continuous service or for casual employees where it is provided without pay.
- (d) An employee must comply with the notice and evidence requirements set out in clause 68.12 to access pre-adoption leave.

68.8 Primary caregiver parental leave

- (a) Primary caregiver parental leave is available to full-time, part-time and eligible casual employees who will be the primary caregiver of the child.
- (b) Entitlement to primary caregiver parental leave
 - (i) An eligible casual employee is entitled to up to 52 weeks unpaid primary caregiver parental leave.
 - (ii) An employee with less than 39 weeks continuous service at the time of commencing parental leave is entitled to up to 52 weeks unpaid primary caregiver parental leave.
 - (iii) Subject to clause 68.8(b)(v), an employee with at least 39 weeks continuous service, but less than four years and 35 weeks continuous service, at the time of commencing parental leave is entitled to primary caregiver parental leave, comprising of [A] and [B] below:
 - A. Paid leave according to the following formula, up to a maximum of 14 weeks:

$$\text{Number of weeks continuous service} - 38 = \text{Number of weeks paid parental leave (up to a maximum of 14 weeks)}$$

B. Unpaid leave for the remaining balance of the following total leave periods:

- 1) weeks for employees with less than 12 months continuous service;
or
- 2) 3 years for employees with 12 months continuous service or more.

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

Examples:

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

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

- (iv) Subject to clause 68.8(b)(vi) an employee with at least four years and 35 weeks continuous service at the time of commencing parental leave is entitled to up to three years primary caregiver parental leave, comprising of [A] and [B] below:

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

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

(Any part of a week is rounded up to constitute a full week)

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

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

Examples:

Employee with 4 years and 35 weeks continuous service at the birth receives 15 weeks paid leave) and 141 weeks unpaid leave (156-15=141).

Employee with 5 years and 36 weeks continuous service at the birth receives 16 weeks paid leave and 140 weeks unpaid leave (156-16=140).

- (v) Employees with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 68.8(b)(iii), provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 12 months continuous service, any primary caregiver parental leave paid will be an overpayment and managed in accordance with clause 35 (Integrity of Payments).
- (vi) Employees with at least 4 years and 35 weeks but less than five years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 68.8(b)(iv), provided they will achieve five years continuous service during the first 18 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving five years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance with clause 35 (Integrity of Payments).

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

- (vii) Paid leave for employees who have had interrupted employment in certain circumstances.
 - A. An employee who has worked in the Department, excluding casual employees, and leaves to work with a dental practice outside the Department and returns to the Department within four years from the cessation with the Department having undertaken employment at a dental practice outside the Department with a recognised employer as determined by the Commissioner for Public Employment (refer Determination 9 of 2005) – Recognised Employers for Long Service Leave will be eligible for 14 weeks paid primary caregiver parental leave on completing the 12 month qualifying period (taking into account the period of employment preformed before ceasing and recommending employment with the Department.
 - B. The provisions of clause 68.8(b)(vii) only applies where the break in service does not exceed two months:
 - 1) from ceasing with the Department and commencing with the dental practice;
 - 2) on ceasing with the dental practice and recommencing with the Department; or
 - 3) on ceasing with the dental practice and commences employment with another recognised dental practice.
 - C. The break in service under clause 68.8(b)(vii) will not be counted as service for the purpose of calculating the 12 months qualifying period for primary caregiver parental leave.

- D. The CEO will require the employee to provide documentary evidence of the employment with a dental practice outside the Department.
- E. Paid leave under this clause may be taken at half pay and does not extend the employee's period of parental leave under clause 68.8(b)(ii) (i.e. employee is entitled to 52 weeks parental leave comprising of 14 weeks paid leave and 38 weeks unpaid leave).

Note: An employee who is not eligible for paid Primary Caregiver Leave in certain circumstances under clause 68.8(b)(vii) may be eligible for Partner Leave under clause 68.9(a)(iv).

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

(c) Commencement of primary caregiver parental leave

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

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

(d) Exemptions to primary caregiver parental leave

- (i) An employee is not entitled to primary caregiver parental leave in circumstances where:
 - A. the employee's spouse (whether an NTPS employee or not) meets the definition of 'primary caregiver' as set out in clause 68.2(h); or
 - B. the employee has taken (or is eligible for) partner leave entitlements under clause 68.9 in relation to the child.

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

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

68.9 Partner leave

Partner leave is available where an employee has or will have parental responsibility for the care of their child but is not the primary caregiver. (*Note: 'primary caregiver is defined in clause 68.2(h)'.*)

(a) Entitlement to partner leave

- (i) An employee with less than 12 months continuous service at the time of commencing partner leave, or an eligible casual employee, is entitled to up to 52 weeks unpaid partner leave.
- (ii) An employee who has completed at least 12 months continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 1 week paid partner leave, and
 - B. 155 weeks unpaid partner leave.
- (iii) An employee who has completed at least five years continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 2 weeks paid partner leave, and
 - B. 154 weeks unpaid partner leave.
- (iv) An employee, excluding a casual employee, who:
 - A. Is eligible for partner leave in clause 68.9(a)(i) i.e. up to 52 weeks unpaid leave); and
 - B. who meets the requirements as specified in clause 68.8(b)(vii)A to 68.8(b)(vii)E (i.e. the employee leaves the department to undertake employment in a dental practice, and then recommences employment with the Department

will receive the paid partner leave entitlement (up to 14 weeks) in accordance with clauses 68.9(c)(i) and 68.9(c)(ii)A.

(b) Taking partner leave

- (i) Partner leave may commence up to one week prior to the expected date of birth or placement of the child (unless the CEO agrees to an alternative arrangement).
- (ii) Partner leave must not extend beyond the following periods:
 - A. In the case of an employee with less than 12 months continuous service at the time of commencing partner leave, or eligible casual employees: 24 months from the date of birth or placement of the child.
 - B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: three years from the date of birth or placement of the child.

- (iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to eight weeks of their total partner leave entitlement in clause 68.9(a) in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise.
- (iv) An employee must comply with the notice and evidence requirements set out in clause 68.12 in order to access partner leave.

Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 68.9(b)(iii) or the combined parental leave provisions in clause 68.10.

- (c) Paid partner leave – change in carer responsibilities within certain time period
 - (i) An employee who has completed at least 12 months of continuous service at the time of commencing parental leave (and who is not entitled to combined parental leave under clause 68.10) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:
 - A. the employee's spouse is the primary caregiver at and immediately following the birth or placement of the child;
 - B. the employee's spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least five years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);
 - C. as a consequence of the employee's spouse no longer being the primary caregiver, the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child's physical needs more than anyone else; and
 - D. the employee has complied with the notice and evidence requirements set out in clause 68.12.
 - (ii) The portion of their unpaid partner leave that the employee is entitled to be paid is equivalent to the period between the date on which the employee took over caring responsibilities for the child from employee's spouse and:
 - A. for employees with at least 12 months but less than five years continuous service: 14 weeks from the birth or placement of the child; or
 - B. for employees with at least five years continuous service: 18 weeks from the birth or placement of the child.

68.10 Combined parental leave

- (a) An NTPS employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave pay scheme) provided that:
 - (i) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to three years parental leave;

- (ii) each employee is eligible for paid parental leave; and
 - (iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.
- (b) Combined parental leave is subject to the following requirements:
- (i) compliance with the notice and evidence requirements for taking parental leave set out in clause 68.12;
 - (ii) a maximum of two interchanges of employees sharing combined parental leave; and
 - (iii) evidence that parental leave will be utilised by both members of the NTPS employee couple.
- (c) For the avoidance of doubt, where an NTPS employee couple combines their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, that employee will be paid their ordinary rate of pay for the period of leave.

68.11 Special maternity leave

- (a) An employee who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where the employee's pregnancy ends other than by the birth of a living child.
- (b) Miscarriage – end of a pregnancy during the first 20 weeks of pregnancy
- (i) In the event of a miscarriage, an employee may access unpaid special maternity leave for such period as a medical practitioner certifies as necessary.
 - (ii) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
 - (iii) An employee may also be eligible for paid compassionate leave in accordance with clause 61.
- (c) Stillbirth – end of a pregnancy after 20 weeks or as otherwise provided in section 77A(2) of the FW Act
- (i) In the event of a stillbirth, an employee may access their primary caregiver parental leave entitlements (clause 68.8) as if the child had been born alive.
 - (ii) An employee may also access compassionate leave in accordance with clause 61.

68.12 Notice and evidence requirements

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

compelling circumstances. In these circumstance the notice and evidence required must be provided as soon as practicable.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Primary caregiver parental leave (clause 68.8) and partner leave (clause 68.9)			
Intention to take primary caregiver leave or partner leave	10 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)	Confirmation that the employee intends to take leave and the proposed start and end dates.
Prior to commencement of the primary caregiver leave or partner leave	4 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO) And a statutory declaration	Written notice: confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and <u>if the leave is birth related leave:</u> the date of birth, or expected date of birth of the child; or <u>if the leave is adoption/permanent care order related leave:</u> the day of placement, or the expected placement, of the child. Statutory declaration: <u>if the request is for primary caregiver leave:</u> a statement that the employee will become the primary caregiver at all times while on leave; or <u>if the request is for partner leave:</u> a statement that the employee will have responsibility for the care of the child at all times while on leave.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Pregnancy related illness (clause 68.5)			
All circumstances	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	Written notice: the proposed start and end date of the leave Medical certificate: stating the employee is unfit for work for the stated period because of a pregnancy-related illness.
Special maternity leave (clause 68.11)			
Miscarriage or Stillbirth	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	Written notice: - the proposed start and end date of the special maternity leave Medical certificate: - stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.
Pre-adoption or permanent care order application leave (clause 68.7)			
All circumstances	As soon as practicable (which may be a time after the leave has started)	Written notice, and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or permanent care order application.
Pre-natal leave (clause 68.4)			
Per occasion	As soon as reasonably practicable	Written notice, and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

68.13 Keeping in touch days

- (a) During a period of parental leave, the CEO and employee may agree to the employee performing work for the purpose of keeping in touch, in order to facilitate a return to employment at the end of the parental leave.
- (b) The CEO and employee can agree that the employee attend the workplace on up to 10 separate days for the purpose of keeping in touch.

- (c) An employee will be paid their ordinary rate of pay for the days (or part-days) work is performed. If the employee is on paid parental leave at the time, the employee's paid parental leave will be re-credited in respect to the days (or part-days) when work is performed.
- (d) The CEO may approve an amount of keeping in touch days in excess of 10 days.

68.14 Other employment while on parental leave

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

68.15 Extending parental leave

- (a) Where the initial period of parental leave is less than 12 months
 - (i) An employee who is on an initial period of parental leave of less than 12 months under clause 68.8 or 68.9, is entitled to extend their period of parental leave up to the full 12 month period, provided that:
 - A. The employee notifies the CEO in writing at least four weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.
 - (ii) An employee that has made a request to extend their parental leave in accordance with clause 68.15(a)(i) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:
 - A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible casual employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or
 - B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed three years after the date of birth or day of placement of a child.

- (b) Where the initial period of parental leave is more than 12 months
 - (i) An employee who is on an initial period of parental leave of more than 12 months under clause 68.8 or 68.9 and is eligible for up to three years parental leave, is entitled to request that their period of parental leave be extended, provided that:
 - A. the employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and
 - B. the new end date of parental leave is not beyond three years after the date of birth or day of placement of the child.
 - (ii) The employee is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirements prescribed by clause 68.15(b)(i).
 - (iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 68.18 below.
- (c) For the avoidance of doubt, an employee who has taken three years parental leave (i.e. their maximum entitlement) is not entitled to extend their period of parental leave.

68.16 Superannuation contributions during parental leave

- (a) Employer superannuation contributions will be paid for employees during the first 12 months of their parental leave as if they had been at work. The superannuation contributions will be paid during periods of both paid and unpaid leave.
- (b) For the period of an employee's paid Primary Caregiver Parental Leave or Special Maternity Leave (stillbirth) entitlements, employer superannuation contributions will be paid at double the legislated employer superannuation guarantee rate for the period of their paid parental leave.
- (c) Eligibility
 - (i) An employee must have at least 12 months continuous service at the time of commencing parental leave, or meet the requirements of clause 68.8(b)(vii)
 - (ii) This clause only applies in relation to the following forms of parental leave:
 - A. Primary Caregiver Parental Leave, as per clause 68.8
 - B. Special Maternity Leave (stillbirth), as per clause 68.11(c).
 - C. Clause 68.16(a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 68.16(b) does not apply to Partner Leave, including periods of paid Partner Leave where employee takes over caring responsibilities for their child under clause 68.9(c)
 - (iii) This clause does not apply to casual employees.

- (d) Should the employee elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions under clause 68.16(b) will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

For example, if an employee utilises 14 weeks of paid parental leave over a period of 28 weeks (i.e. leave taken at half pay), double superannuation contributions under clause 68.16(b) will only be paid for the first 14 weeks. For the remaining 14 weeks of paid parental leave, superannuation contributions will apply as if the employee had been at work.

- (e) This clause applies subject to superannuation scheme rules.

68.17 Return to work after a period of parental leave

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

- (b) Returning to work early
 - (i) During a period of parental leave an employee is entitled to request that they return to work early, provided that the employee makes an application to the CEO in writing at least:
 - A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period up to 52 weeks; or
 - B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.
 - (ii) The CEO must respond to a request made by an employee under this clause in accordance with clause 68.18 below.

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

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

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

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

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

- (i) four weeks before the expiration of parental leave where the employee has been on parental leave for a period of up to 52 weeks; or

- (ii) 12 weeks before the expiration of parental leave where the employee has been on parental leave for a period in excess of 52 weeks.
- (e) Returning to work on reduced hours
 - (i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to six months in order to care for their child.
 - (ii) Where an employee makes an election under clause 68.17(e)(i), notification must be given as soon as possible but no less than eight weeks prior to the date that the employee is due to return to work from parental leave.
 - (iii) Part-time employment will be facilitated in accordance with clause 20 (Part-time employment).
 - (iv) The CEO must facilitate an election made by an employee under this clause.
 - (v) Where the CEO agrees, an employee may continue on reduced hours for a period greater than six months.
- (f) Returning to pre-parental leave position
 - (i) An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing parental leave, or if the pre-parental leave position no longer exists, to a position of similar pay and status.
 - (ii) In circumstances where the employee has elected to return to work on reduced hours for up to six months in accordance with clause 68.17(e)(i) and the election cannot be accommodated as per clause 68.17(f)(i), the employee is entitled to alternative duties. Whilst undertaking alternative duties, the employee is entitled to their full rate of pay (for the position the employee would otherwise have returned to) for the ordinary hours that the employee works.
 - (iii) In circumstances where the employee was transferred to an appropriate safe job in accordance with clause 68.6, the employee's pre-parental leave position will be the position the employee held prior to the appropriate safe job transfer.
 - (iv) In circumstances where the employee was promoted to a new position while on parental leave, the employee is entitled to return to the new position.

68.18 CEO review of certain employee requests

- (a) This clause applies to an employee's request to:
 - (i) extend parental leave (clause 68.15);
 - (ii) return to work early (clause 68.17(b)); or
 - (iii) reduce their ordinary hours of work for a period greater than 6 months (clause 68.17(e)(v)).
- (b) The CEO will consider an employee's request and respond in writing within 21 days.
- (c) In considering an employee's request, the CEO will have regard to the employee's circumstances. Provided the employee request is genuinely based on the employee's

parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in clause 3(x).

- (d) An employee request and the CEO's response must be recorded in writing.

68.19 General conditions

- (a) Except where otherwise provided in this clause, parental leave is to be taken in a single continuous period.
- (b) The total period of parental leave an employee is entitled to is inclusive of weekends, public holidays, programmed days off and rostered days off.
- (c) During a period of parental leave an employee may require parental leave for the birth, adoption of long term care placement of a subsequent child. An employee may elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.
- (d) Parental leave at half pay

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

For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay. In addition, only the first 14 weeks of the half pay period counts for service. See clause 68.19(h)(ii).

- (iii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave on half pay.
- (e) Access to other leave entitlements while on parental leave
 - (i) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
 - (ii) Taking other paid leave entitlements in conjunction with unpaid parental leave does not:
 - A. break the continuity of the period of parental leave; or
 - B. extend the maximum period of parental leave an employee is entitled to.
- (f) Consultation and communication during parental leave
 - (i) Where an employee is on parental leave and a definite decision has been made to introduce a substantial change to the workplace, the CEO will take reasonable steps to:
 - A. make information available to the employee; and

- B. provide the employee an opportunity to discuss any significant effect the change will have on the status, pay, location or responsibility level of the employee's pre-parental leave position.
- (ii) An employee on parental leave must take reasonable steps to inform the CEO about any significant matter that will affect the duration of the parental leave, the employee's intention to return to work or the employee's intention to make a request to work reduced hours in accordance with 68.17(e).
- (g) Replacement employees
 - (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
 - (ii) Before the CEO engages a replacement employee, the CEO must inform that person of the:
 - A. temporary nature of the employment;
 - B. return to work rights of the employee who is being replaced; and
 - C. rights of the CEO to require the employee on parental leave to return to work if the employee ceases to have any responsibility for the care of the child.
- (h) Effect of parental leave on service
 - (i) A period of parental leave does not break an employee's continuity of service.
 - (ii) Any period of paid parental leave will count as service, however where an employee elects paid parental leave at half pay, in accordance with clause 68.19(d), service will only count for a period equal to taking the paid leave at full pay.
 - (iii) A period of unpaid parental leave will not count as service.

69 Foster and Kinship Carers Leave

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

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

69.2 Carer Placement Leave

- (a) An employee may access Carer Placement Leave where the employee is:
 - (i) an authorised foster carer or kinship carer with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*; and

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

69.3 Carer Assessment and Training Leave

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

69.4 Notice and evidence Requirements

- (a) An employee must provide the CEO with notice of the taking of Foster and Kinship Carers leave as soon as practicable, and must advise of the period, or expected period, of the leave.
- (b) Carer Assessment and Training Leave should be taken at a time that is agreed with the CEO.
- (c) An employee must provide the CEO with documentation from the department responsible for children in authorised care, supporting their eligibility for leave.

69.5 Authorised foster carers and kinship carers may also be eligible for other types of leave to support a child in their care. These leave arrangements are detailed in other provisions within this Agreement and include:

- (a) personal leave – refer to clause 56;
- (b) compassionate leave- refer to clause 61;
- (c) permanent care order application leave – refer to clause 68.7;
- (d) parental leave, including primary caregiver parental leave and partner leave – refer to clause 68.

70 Professional Development Leave

70.1 A Dental Officer is eligible to receive Professional Development Leave provided it's for the purposes of attendance at approved professional development activities requiring the Dental Officer to be absent from the workplace.

70.2 The granting of Professional Development Leave will be subject to the approval of the CEO or authorised Delegate.

- 70.3 For the purposes of this clause, professional development activities mean the following:
- (a) fees for professional courses, tuition, conferences, study tours, or similar;
 - (b) fees for professional bodies where eligibility for membership is essential for professional registration and/or practice in the Public Sector;
 - (c) subscriptions to technical/business publications, including electronic subscriptions;
 - (d) fees for attendance at specialist college examinations; and
 - (e) travel costs, accommodation, meals and incidental expenses for the purposes of attending a professional development activity.
- 70.4 A Dental Officer is eligible to receive up to 10 days of professional development leave on commencement of employment, provided the Dental Officer is employed on a contract specifying a minimum period of six months continuous service. Accrual starts at commencement of the contract post 6 months.
- 70.5 Professional Development Leave is inclusive of travel time associated with attendance at the professional development activity.
- 70.6 A part-time Dental Officer is eligible to receive Professional Development Leave on a pro rata basis according to the Dental Officer's contracted hours of work, provided the Dental Officer is employed on contract specifying a minimum period of six months continuous service.
- 70.7 Any unused portion of the Professional Development Leave may be used by the Dental Officer for additional professional development activities at a later time, provided that the unused portion of the leave will lapse if not used by the Dental Officer within 12 months of eligibility. No payment in lieu of unused Professional Development Leave will be made to the Dental Officer on ceasing employment.
- 71 Remote Training Leave**
- 71.1 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.
- 71.2 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.
- 71.3 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.
- 71.4 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.
- 71.5 Successful applicants for Remote Training Leave will be granted paid leave for the duration of the approved leave.

- 71.6 Subject to clause 71.7, 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.
- 71.7 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.
- 71.8 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.
- 71.9 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.
- 71.10 Subject to clause 71.11, 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.
- 71.11 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 71.10.
- 71.12 In considering requests under clause 71.11, each case will be considered on its merits.
- 71.13 On resignation, retirement or other cessation of employment there will be no entitlement to payment in respect of any accrued Remote Training Leave.
- 71.14 Approved Recreation Leave and Long Service Leave may be taken in conjunction with Remote Training Leave.
- 71.15 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.

72 Sabbatical Leave

- 72.1 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.
- 72.2 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.

- 72.3 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.
- 72.4 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.
- 72.5 Sabbatical leave is not available to Dental Officers who have an entitlement for Remote Training Leave.
- 72.6 Successful applicants for sabbatical leave will be granted paid leave for the duration of the approved leave.
- 72.7 Subject to clause 72.8, 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. A Dental Officer may be granted a period of leave for a shorter period than 13 weeks, including single days, at the discretion of the authorised delegate. The Dental Officer must be able to demonstrate the sabbatical leave activity that will be undertaken during any short periods of leave.
- 72.8 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.
- 72.9 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.
- 72.10 On resignation, retirement or other cessation of employment there will be no entitlement to payment in respect of any accrued sabbatical leave.
- 72.11 Approved Recreation Leave and Long Service Leave may be taken in conjunction with sabbatical leave.
- 72.12 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.

73 Long Service Leave

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

74 Long Service Leave - Interrupted Employment

74.1 To encourage Dental Officers to return to the department after a period of interrupted employment, Dental Officers whose employment with the department is interrupted as a consequence of the engagement with:

- (a) a recognised humanitarian dental program, as approved by the CEO; or
- (b) dental practice outside the department, as determined by the Commissioner for Public Employment (refer Determination 9 of 2005 – Recognised Employers for Long Service Leave)

may be recognised as continuous service for the purpose of accrual of long service leave.

74.2 The maximum period of interrupted employment to be recognised is 24 months.

74.3 The CEO may recognise a Dental Officer's continuous service for the purpose of long service leave under clause 73 (Long service leave), subject to the requirements of clause 74.

74.4 To be eligible for this provision the Dental Officer would need a minimum of one year's prior service and one year's subsequent service with the department.

74.5 Where the Dental Officer returns to the department within the period of absence in accordance with clause 74.1, and

- (a) the Dental Officer had continuous service (i.e. unbroken) with a recognised employer; and
- (b) within two months of the Dental Officer ceasing employment with the recognised employer, had commenced employment with the new employer(s) within two months of leaving the department

the period of the Dental Officer's service with the recognised employer may count as service for the purpose of long service leave, less any period of leave used or paid out by the previous employer(s).

75 Blood Donor Leave

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

76 Health Screening Leave

76.1 An employee may access up to one hour of paid leave per year, for the purpose of undertaking a health screening test associated with a public health screening program.

76.2 A health screening test means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions.

76.3 Notice and evidence requirements

- (a) The employee is required to provide reasonable notice of the need to take leave and the expected duration of leave.
- (b) The employee must provide documentary evidence of their attendance at the screening test that would satisfy a reasonable person.

77 Leave to Engage in Voluntary Emergency Management Activities

77.1 The CEO may grant leave with pay to an employee:

- (a) who is a member of a volunteer emergency service unit or fire brigade and is required to attend operational exercises (including training) or to participate in an emergency operation conducted by:
 - (i) Northern Territory Emergency Service within the meaning of the *Emergency Management Act 2013*;
 - (ii) Bushfires NT/ Bushfires brigade/ the Bushfires Council or a Regional Committee within the meaning of the *Bushfires Management Act 2016*; or
 - (iii) the auxiliary or volunteer members of the Northern Territory Fire and Rescue Service.
- (b) who engages in community service necessarily rendered following a natural disaster, subject to any limitations imposed by the CEO.

77.2 Leave granted with pay may include reasonable rest time immediately following the activity.

77.3 Notice and evidence requirements

- (a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the absence has started) and must advise of the period, or expected period, of the absence.

77.4 The CEO may require an employee to provide evidence that would satisfy a reasonable person that the leave taken, or to be taken, is for one of the reasons set out in this clause.

78 Gender Transition Leave

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

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

78.2 Eligibility

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

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

78.3 Entitlement to Paid and Unpaid Gender Transition Leave

- (a) Employees who are transitioning their gender are entitled to four weeks of paid leave and up to 48 weeks unpaid leave for the purpose of supporting their gender transition.
- (b) Gender Transition Leave may be taken in a continuous period, single or part days over a three year period.
- (c) Employees may request additional paid Gender Transition Leave, which may be granted on a discretionary and case by case basis in exceptional circumstances.
- (d) Employees may also access other forms of paid or unpaid leave such as personal leave, recreation leave and long service leave, where the employee meets the relevant eligibility criteria for that leave type.
- (e) Any period of unpaid gender transition leave will not break an employee's continuity of service but does not count for service.

78.4 Notice and evidence requirements

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

79 Defence Service Leave

79.1 The CEO may grant an employee Defence Service Leave to enable the employee to fulfil their Australian Defence Force Reserve and Continuous Full Time Service obligations (Defence Service).

79.2 Defence Service Leave entitlements include:

- (a) up to four weeks' paid leave during each financial year for the purpose of undertaking Defence Service, including training and operational duty;
- (b) an additional two weeks' paid leave during the employee's first year of Defence Service, to facilitate the employee's participation in additional training, including induction requirements.

79.3 An employee who requires additional leave to undertake Defence Service may also utilise recreation leave, long service leave and leave without pay.

79.4 Notice and evidence requirements

An employee is required to

- (a) notify the CEO at soon as practicable of the requirement to be absent to undertake Defence Service, including the intended dates of the Defence Service;

- (b) provide sufficient evidence of the requirement to undertake Defence Service;
- (c) provide sufficient evidence of the completion of Defence Service.

79.5 Paid Defence Service Leave will count as service for all purposes. Leave without pay utilised to undertake Defence Service will count as service for long service leave purposes only.

79.6 No liability for injury during defence service leave

Where an employee has a claim for compensation for injury or illness as a result of leave granted under this clause, the claim will not be recognised by the Territory and the employee will submit any claim to the Australian Department of Defence.

80 War Service Leave

80.1 Eligibility

The provisions of this clause apply to an employee who has undertaken:

- (a) service within operational areas as defined in Schedule 2 of the *Veteran's Entitlements Act 1986* (Cth) as amended from time to time;
- (b) service with the Defence Force that is of a kind determined in writing by the Defence Minister to be warlike service, including peace-keeping or hazardous operational service, for the purposes of the *Military Rehabilitation and Compensation Act 2004* (Cth) as amended from time to time; and
- (c) who suffers from an illness or condition recognised by the Department of Veteran Affairs as war caused.

80.2 The leave available under this clause will be in addition to the employee's personal leave entitlement and any repatriation benefits provided by the Department of Veterans Affairs

80.3 Documentary requirements

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

80.4 Accrual of Leave

- (a) On the date of their commencement of employment in the NTPS, or the date of recognition of the illness or condition, whichever is the later, an employee will be entitled to:
 - (i) an initial (and once only) non-accumulative credit of nine weeks at full pay; and
 - (ii) an accumulative credit of three weeks at full pay.

- (b) After each period of 12 months service a further accumulative credit of three weeks at full pay, subject to a maximum balance of nine weeks cumulative accrual at any time.
- (c) An employee's accumulative war service leave entitlement will be deferred by any period of:
 - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 56.6;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.
- (d) Leave is available to use for any illness or condition attributed to war service, as per clause 80.3. For avoidance of doubt, a subsequent condition or illness does not entitle the employee to a further nine weeks or more than three weeks accumulation per 12 months of service.

80.5 Granting of leave

- (a) War service leave granted under this clause shall be deducted from the non-accumulative credit in the first instance and when this credit is exhausted, from the accumulative credit.
- (b) Where an employee has exhausted their war service leave entitlement, they can apply to the CEO to access their accrued personal leave entitlements in accordance with clause 56.

80.6 Recognition of Prior Service

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

81 Leave to Attend Arbitration Business

81.1 The CEO may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions:

- (a) leave will not be granted to more than two employees who are representatives of an organisation at the one time in respect of any one such proceeding;
- (b) leave to conduct a case will be with full pay;
- (c) leave for preparation of a case will be without pay and will not exceed three months in any 12 months.

81.2 Paid leave granted under this clause will count as service for all purposes.

81.3 Unpaid leave granted under this clause will not count as service but does not break continuity of service for long service leave purposes.

82 Release for Jury Service

82.1 An employee required to attend for jury service (including attendance for jury selection) under a law of the Commonwealth, a State or a Territory is entitled to be absent from their employment for the period of the jury service, including:

- (a) the time when the employee engages in jury service;
- (b) reasonable travelling time associated with jury service;
- (c) reasonable rest time immediately following jury service.

82.2 Notice and evidence Requirements

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

82.3 Jury service during paid leave

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

82.4 Payments during jury service

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

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

83 Release to Attend as a Witness

83.1 Where an employee is subpoenaed or called as a witness for the Crown to give evidence under a law of the Commonwealth or the Territory, the CEO will release the employee from duty, without deduction from pay or accrued leave entitlements, during the period necessary to attend.

83.2 Where an employee is subpoenaed to give evidence in relation to their duties or former duties in the Northern Territory Public Sector, the CEO will release the employee from duty and may grant such release without deduction from pay or accrued leave entitlements during the period necessary to attend.

83.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clauses 83.1 and 83.2, the employee will be granted:

- (a) leave without pay; or

(b) recreation leave;

and any fees or allowances received as a result of the attendance may be retained by the employee.

84 Special Leave Without Pay

- 84.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.
- 84.2 Special leave without pay is not available for the purpose of engaging in employment outside the NTPS, except where approval has been given under section 61 of the PSEM Act.
- 84.3 Special leave without pay will not count as service for any purpose.
- 84.4 An employee will not be permitted access to accrued entitlements, or any condition of service during a period of special leave without pay.

Signatories to the Northern Territory Public Sector Dental Officers' 2022 – 2026 Enterprise Agreement



Commissioner for Public Employment

Name: Vicki Telfer PSM

Address: Level 10, Charles Darwin Centre
19 The Mall
Darwin NT 0800

Dated: 5/7/23



Community and Public Sector Union

Name: David Villegas

Position: Acting Regional Secretary

Address: 38 Woods Street
Darwin NT 0800

Dated: 04/07/2023

Schedule A **Salaries**

Designation	Old salary rate effective 21.08.21 \$p.a.	Salary commencing FPP on or after 21.08.22 \$p.a.	Salary commencing FPP on or after 21.08.23 \$p.a.	Salary commencing FPP on or after 21.08.24 \$p.a.	Salary commencing FPP on or after 21.08.25 \$p.a.
Dentist 1	110,991	114,321	117,751	121,284	124,923
Dentist 2	116,182	119,667	123,257	126,955	130,764
Dentist 3	121,617	125,266	129,024	132,895	136,882
Senior Dentist 1	134,504	138,539	142,695	146,976	151,385
Senior Dentist 2	144,129	148,453	152,907	157,494	162,219
Senior Dentist 3	153,756	158,369	163,120	168,014	173,054
Dentist Manager	155,779	160,452	165,266	170,224	175,331
Remote Dentist Manager	158,370	163,121	168,015	173,055	178,247
Remote Service Manager	160,898	165,725	170,697	175,818	181,093
Senior Dentist Manager	162,223	167,090	172,103	177,266	182,584
Clinical Manager	176,624	181,923	187,381	193,002	198,792
Principal Dental Advisor	191,027	196,758	202,661	208,741	215,003

** Salary adjustments will be effective from the first pay period to commence on or after the date specified above*

Schedule B Allowances

	Clause	Frequency	Old rate at 06.01.22	Rate effective 06.01.23	Rate effective 06.01.24	Rate effective 06.01.25
Allowance in lieu of Private Practice (paid fortnightly)						
Dentist	36	p.a.	7,202	7,418	7,641	7,870
Senior Dentist			14,403	14,835	15,280	15,738
Dentist Manager			21,604	22,252	22,920	23,608
Remote Dentist Manager			21,604	22,252	22,920	23,608
Remote Service Manager			28,804	29,668	30,558	31,475
Senior Dentist Manager			28,804	29,668	30,558	31,475
Clinical Manager			36,005	37,085	38,198	39,344
Principal Dental Advisor			36,005	37,085	38,198	39,344

** Salary adjustments will be effective from the first pay period to commence on or after the date specified above*

	Clause	Frequency	Old rate as at 21.08.21	Rate effective 21.08.22	Rate effective 21.08.23	Rate effective 21.08.24	Rate effective 21.08.25
Professional Development Reimbursement (reimbursement paid in lump sum)							
After 12 months of continuous service and each subsequent year up to and including 5 years of service	37.2(a)	p.a.	9,053	9,325	9,605	9,893	10,190
After 5 years of continuous service and each subsequent year thereafter	37.2(b)	p.a.	12,591	12,969	13,358	13,759	14,172

** Salary adjustments will be effective from the first pay period to commence on or after the date specified above*

	Clause	Frequency	Old rate as at 21.08.21	Rate effective 21.08.22	Rate effective on commencement of Agreement	Rate effective 21.08.23	Rate effective 21.08.24	Rate effective 21.08.25
Retention and remote service allowances (lump sum)								
Dental Officer residing and working in Darwin, the greater Darwin region, or Alice Springs, after each year of continuous service	38	p.a.	11,038	11,369	^14,369	14,800	15,244	15,701
Dental Officer residing and working outside the greater Darwin region or Alice Springs region, after each year of continuous service (excluding Katherine and Nhulunbuy)			15,453	15,917	^18,917	19,485	20,070	20,672
~ Retention and remote services allowances - Katherine and Nhulunbuy								
Attraction allowance (paid fortnightly)	38.10	p.a.			26,361	27,152	27,967	28,806
Retention allowance (lump sum)	38.11	p.a.			32,951	33,940	34,958	36,007
# Clinical expertise allowance (paid fortnightly)								
Level 1 (3.5% of D3) Relevant training and education of no less than 120 hours in excess of initial qualifications in field relevant to clinical practice with NT Health	40	p.a.			4,384	4,516	4,651	4,791
Level 2 (3.5% of SD3) Graduate Certificate/in field relevant to clinical practice with NT Health	40	p.a.			5,543	5,709	5,880	6,057
Level 3 (4% of SD3) Graduate Diploma/in field relevant to clinical practice with NT Health, first part of Fellowship or membership registration with RACDS	40	p.a.			6,335	6,525	6,721	6,922

	Clause	Frequency	Old rate as at 21.08.21	Rate effective 21.08.22	Rate effective on commencement of Agreement	Rate effective 21.08.23	Rate effective 21.08.24	Rate effective 21.08.25
Level 4 (4.5% of SD3) Master's degree or Doctorate/ Fellow of RACDS	40	p.a.			7,127	7,340	7,561	7,787

^ Once off \$3 000 increase on commencement of the NTPS Dental Officers 2022 – 2026 Enterprise Agreement

~ New – Retention and remote services allowance – Katherine and Nhulunbuy – effective from the first pay period on or after the commencement of the NTPS Dental Officers 2022 – 2026 Enterprise Agreement

New – Clinical expertise allowance - effective from the first pay period on or after the commencement of the NTPS Dental Officers 2022 – 2026 Enterprise Agreement

** Salary adjustments will be effective from the first pay period to commence on or after the date specified above*

	Clause	Frequency	Old rate as at 21.08.21	Rate effective 21.08.22	Rate effective 21.08.23	Rate effective 21.08.24	Rate effective 21.08.25
On-call allowance	51	per hour	Refer Determination 1 issued annually by the Commissioner for Public Employment				

NT Allowance	Clause	Frequency	Rate
With eligible dependants	42	p.a.	960
Without eligible dependants			0

Schedule C Dental Officer Work Level Descriptions

Note: The parties have identified that the Dental Officer Work Level Descriptions set out in this Attachment may not accurately reflect current responsibilities of Dental Officers. These Descriptions will be considered as part of the Review during the term of this Agreement identified at clause 9 of the Agreement.

C.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 D1to 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) the dentist 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 the Clinical Manager.

C.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 NT Health. 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 NT Health 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.

C.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 NT Health 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.

C.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.

C.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.

c.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 NT Health 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 NT Health operational and clinical plans, policies and procedures.

c.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 NT Health Director for the efficient and effective management of the service, in accordance with NT Health 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.

C.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 NT Health, 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 NT Health 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 NT Health;
- (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 NT Health at local and national levels;
- (g) representing the NT Health where necessary, regarding relevant health matters;
- (h) funding initiatives at Territory and Federal levels and clinical processes relevant to service-wide funding initiatives within NT Health; and
- (i) service-wide principles and processes for equity and responsibility.

Schedule D **Northern Territory Public Sector Redeployment and Redundancy Entitlements**

D.1. Definitions

For the purposes of these provisions:

- (a) **potentially surplus employee** means an employee who has been declared by the CEO to be potentially surplus to the requirements of the agency under section 41 of the PSEM Act.
- (b) **service** means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transferee as defined in accordance with By-Law 45.1 of the PSEM Act.
- (c) **suitable employment** means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities.
- (d) **surplus employee** means an employee in relation to whom the CEO has requested that the employer exercise their powers under section 43 of the PSEM Act.
- (e) **union** means a trade union as defined in the FW Act and which is covered by this Agreement.

D.2. Consulting Relevant Unions

- D.2.1. The CEO will make reasonable attempts to establish whether a potentially surplus employee is a union member and where union membership is established, must:
 - (a) notify the relevant union of the potentially surplus situation and the name of the employee; and
 - (b) invite the union to meet with an agency representative in relation to the situation.
- D.2.2. The employer and/or CEO will provide relevant unions with the number of potentially surplus employees, their agency and their designation.

D.3. Finding of Other Suitable Employment

- D.3.1. The employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.
- D.3.2. In addition to any other action the employer and/or the CEO may have taken in the period before notice is given in accordance with clauses D.4 or D.5, the employee and CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.
- D.3.3. Where other suitable employment for a potentially surplus employee or a surplus employee is identified the employee will be transferred. Where the transfer is to a lower level designation and salary, the written consent of the employee is required and the income maintenance provisions of clause D.6.3 apply.

D.4. Voluntary Retrenchment

- D.4.1. Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.
- D.4.2. The surplus employee will have up to seven days from the date of a written offer of voluntary retrenchment to consider and accept the offer.
- D.4.3. Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of four weeks notice from the date that the offer is accepted, or five weeks notice if the employee is over the age of 45 years.
- D.4.4. The surplus employee may be retrenched at any time within the period of notice under clause D.4.3, at the direction of the CEO or the request of the employee, in which case the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.
- D.4.5. A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following weeks salary including, where applicable, Northern Territory allowance:
 - (a) For an employee with at least one year but less than two years service: four weeks salary;
 - (b) For an employee with at least two years but less than three years service: six weeks salary;
 - (c) For an employee with between three years and three and a half years service: seven weeks salary; and
 - (d) For an employee with greater than three and a half years service: two weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.
- D.4.6. For the purpose of calculating payment under clause D.4.5:
 - (a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that the employee is a surplus employee, the salary level is the employee's salary in the employee's higher designation at the date of notification; and
 - (b) where an employee has been paid a loading (ie shiftwork payment) for shiftwork for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of "weeks salary".
- D.4.7. The inclusion of allowances or loadings as salary, other than those specified in clause D.4.6 will be at the discretion of the employer.
- D.4.8. The entitlement under:
 - (a) clause D.4.3 constitutes notice for the purposes of section 117 of the FW Act; and

- (b) clause D.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.

D.4.9. All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.

D.4.10. Subject to clause D.4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.

D.4.11. A surplus employee who has a leave airfare entitlement pursuant to the By-laws, is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependants. This entitlement is in lieu of removal and relocation expenses in clause D.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

D.5. Notice of Redundancy

D.5.1. A surplus employee cannot be given notice under this clause unless the employee has:

- (a) been offered a voluntary retrenchment and has declined that offer; or
- (b) has requested a voluntary retrenchment and the employer has refused the request.

D.5.2. Subject to clause D.5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:

- (a) the employee is entitled to 26 weeks formal notice of redundancy; or
- (b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.

D.5.3. In addition to notice of redundancy under clause D.5.2, a surplus employee must be given four weeks formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause D.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.

D.5.4. The period of notice under clause D.5.3 constitutes notice for the purposes of section 117 of the FW Act.

D.5.5. The period of notice under clause D.5.2 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

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

D.5.6. In accordance with clause D.3.2, during the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.

D.5.7. With the approval of the CEO, a surplus employee who has received notice in accordance with clauses D.5.2 or D.5.3 may request that the termination occur before the expiry date of

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

- D.5.8. Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses D.5.2 and D.5.3.
- D.5.9. A surplus employee who has declined an offer of voluntary retrenchment prior to clauses D.5.2 and D.5.3 being invoked, is not entitled to receive a greater payment under clause D.5.8 than the employee would have been entitled to receive had the employee been voluntarily retrenched.
- D.5.10. For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses D.5.2 or D.5.3 is entitled:
 - (a) to reasonable leave with full pay; and
 - (b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

D.6. Transfer to Other Suitable Employment

- D.6.1. A potentially surplus employee or a surplus employee is entitled to four weeks notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the four week notice period.
- D.6.2. A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving their household to a new location if, in the opinion of the employer the transfer is necessary to enable the employee to take up suitable employment.
- D.6.3. Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary the employee will be entitled to income maintenance payments as follows:
 - (a) Where the period of notice of redundancy has already been invoked, the greater of:
 - (i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause D.5.2; or
 - (ii) four weeks; or
 - (b) Where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause D.5.2.
- D.6.4. Income maintenance payments are calculated as follows:
 - (a) an amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or
 - (b) where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which the employee received notice of the transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.

- D.6.5. The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause D.6.4(b) is at the discretion of the employer.
- D.6.6. An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of the employee's transfer which in the opinion of the employer were brought about by the transfer.

D.7. Use of Accrued Personal Leave

- D.7.1. Subject to clause D.7.2 the periods of notice under clauses D.5.2 and D.5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.
- D.7.2. For the purposes of an employee entitled to income maintenance under clause D.6.3, the total extension permitted under clause D.7.1 is capped at six months.

Example: A 50 year old employee with 10 years service receives notice of redundancy under clause D.5.2(b). Ten weeks into the 52 week period of notice, the employee is transferred to a position of a lower designation and salary. The employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period the employee takes four weeks certificated personal leave, with the result that the total period of income maintenance ends up being 46 weeks.

D.8. Right of Review

- D.8.1. A surplus employee will have a right of review to the Commissioner against any administrative decision made in relation to the employee's eligibility for benefits under these provisions or in relation to the amount of those benefits.
- D.8.2. This right does not affect the employee's rights under the FW Act.

D.9. Substitution or Other Provisions

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

D.10. Exemption

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