



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Commissioner For Public Employment**  
(AG2026/305)

## **NORTHERN TERRITORY PUBLIC SECTOR ABORIGINAL HEALTH PRACTITIONER 2025 - 2029 ENTERPRISE AGREEMENT**

State and Territory government administration

COMMISSIONER LIM

PERTH, 24 MARCH 2026

*Application for approval of the Northern Territory Public Sector Aboriginal Health Practitioner 2025 - 2029 Enterprise Agreement*

[1] Commissioner for Public Employment (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *Northern Territory Public Sector Aboriginal Health Practitioner 2025 - 2029 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] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] In compliance with s 190(4) of the Act, the bargaining representatives' views regarding the undertakings proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered by the Applicant. No objection was raised.

[4] Subject to the undertakings referred to above, and 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, 188, and 190 of the Act as are relevant to this application for approval have been met.

[5] The United Workers Union (the **organisation**), 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.

[6] The Agreement was approved on **24 March 2026** and, in accordance with s 54, will operate from 31 March 2026. The nominal expiry date of the Agreement is 10 August 2029.



COMMISSIONER

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## Annexure A

Dear Fair Work Commission

Northern Territory Public Sector Aboriginal Health Practitioner 2025 – 2029 Enterprise Agreement

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

I, Nicole Hurwood, the Commissioner for Public Employment give the following undertaking with respect to clause 11 of the Northern Territory Public Sector Aboriginal Health Practitioner 2025 – 2029 Enterprise Agreement (“the Agreement”), that:

1. The provisions of clause 11 - Union and Workplace Delegate Rights of the Agreement must be read in conjunction with clause 24A – Workplace Delegates, Consultation and Dispute Resolution, of the *Northern Territory Public Sector Enterprise Award [MA000151]* (the Award). Where there is any inconsistency between the two, and the Agreement provides a lesser entitlement than clause 24A of the Award, clause 24A will prevail.
2. This undertaking is to provide clarity that, if the Agreement provides a less beneficial entitlement in relation to Union and Workplace Delegates Rights, the provisions of the Award will apply.

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



Nicole Hurwood  
Commissioner for Public Employment

Date: 24 February 2026

**Northern Territory Public Sector  
Aboriginal Health Practitioner  
2025 - 2029 Enterprise Agreement**

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



# Northern Territory Public Sector Aboriginal Health Practitioner 2025-2029 Enterprise Agreement

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## Part 1 Application and Operation of Agreement

### 1 Title

This Agreement will be known as the Northern Territory Public Sector Aboriginal Health Practitioner 2025 - 2029 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 (NES) will apply.

### 3 Parties covered by this Agreement

This Agreement covers:

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

### 4 Definitions

For the purpose of this Agreement:

- (a) **Aboriginal** is inclusive of Aboriginal and Torres Strait Islander people;
- (b) **Agency** means the Department of Health;
- (c) **Agreement** means the Northern Territory Public Sector Aboriginal Health Practitioners 2025 – 2029 Enterprise Agreement;
- (d) **AHP** means Aboriginal Health Practitioner;
- (e) **CEO** means the Chief Executive Officer of the Department of Health or their delegate;
- (f) **child** means a child of the person, including a child by birth, an adopted child or stepchild. It does not matter whether the child is an adult;
- (g) **Commissioner** means the Commissioner for Public Employment in the Northern Territory;
- (h) **Compulsory transferee** means an employee who was compulsorily transferred to the Northern Territory Public Service from:
  - (i) the Commonwealth Public Service; or
  - (ii) the former Northern Territory Public Service;

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

- (i) **de factor partner** means:
  - (i) a person who, although not legally married to an employee, lives with an employee in a relationship as a couple on a genuine domestic basis (whether an employee and the person are of the same sex or different sexes); and
  - (ii) includes a former de factor partner of an employee;
- (j) **employee** or **employees** mean an Aboriginal Health Practitioner, Aboriginal and Torres Strait Islander Health Practitioner or Torres Strait Islander Health Practitioner employed in the classification structure in Schedule B;
- (k) **employer** means the Commissioner for Public Employment in the Northern Territory;
- (l) **employee representative** means a representative chosen by an employee, which may be a union representative;
- (m) extended family means:
  - (i) a spouse of an employee's child (e.g. daughter-in-law);
  - (ii) a spouse of an employee's sibling (e.g. sister-in-law); or
  - (iii) an aunt, uncle, niece, nephew or first cousin of an employee;
- (n) **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time;
- (o) **FWC** means the Fair Work Commission;
- (p) immediate family means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of an employee; or
  - (ii) a child, parent, grandparent, grandchild, or sibling of a spouse or de factor partner, of an employee;
- (q) **medical certificate** means a certificate signed by a registered health practitioner;
- (r) **miscarriage** means the end of a pregnancy during the first 20 weeks of the pregnancy;
- (s) **NES** means the National Employment Standards;
- (t) **NTPS** means the Northern Territory Public Sector;
- (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;
- (w) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act 1993* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations, as varied from time to time, made under that Act;

- (x) **reasonable business grounds** for the purposes of clauses 29.8 and 80.18(c) include, but are not limited to:
  - (i) excessive costs of accommodating the request;
  - (ii) that there being no capacity to change the working arrangements of other employees to accommodate the request;
  - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
  - (iv) that there is likely to be a significant loss in efficiency or productivity; or
  - (v) that there is likely to be a significant negative impact on customer service;
- (y) **registered health practitioner** – means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type);
- (z) **spouse** includes former spouse;
- (aa) **stillborn** child means a child as defined by section 77A(2) of the FW Act;
- (bb) **union** means United Workers Union.

## 5 Period of Operation

This Agreement will come into effect 7 days after approval from the FWC and will remain in force until 10 August 2029.

## 6 Relationship with the Public Sector Employment and Management Act

- 6.1 The parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment.
- 6.2 This Agreement will be read in conjunction with the PSEM Act 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 have been included in the Agreement and therefore these 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 the 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, or set out processes for determining, all the terms

and conditions of employment of 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 4 months prior to the expiry of this Agreement or earlier or later by agreement between the parties to the Agreement.

## **Part 2 Objectives and Principles**

### **9 Objectives of Agreement**

- 9.1 The parties agree that continuous improvement strategies will contribute to the efficiency and productivity of the NTPS and it is the intention of the parties to build upon and enhance the human resource reforms contained in the PSEM Act through:

- (a) improved human resource practices;
- (b) staff development;
- (c) management and professional development programs; and
- (d) other programs of continuous improvement.

- 9.2 The parties acknowledge the need to examine jointly and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes and that the consultative mechanisms referred to in clause 17 (Management of Change), will be employed by the parties for this process.

- 9.3 The employer undertakes that for the term of this Agreement there will be no reduction in current or future employee rights and entitlements as provided in By-laws and Determinations, including provision of allowances and leave arrangements.

- 9.4 The parties agree that this Agreement provides a basis for enabling employees to balance their work and family commitments.

### **10 Productivity and Efficiency**

- 10.1 The parties to this Agreement recognise the skills, energy and cooperation of employees in increasing productivity and efficiency across the NTPS and that these improvements are integral to enhanced client service delivery and the career satisfaction and development of employees. Increasing productivity and efficiency is an ongoing and evolutionary process which takes place within the context of changing government priorities in policy and service delivery, new client demands, the introduction of new technology, more efficient and effective management and work practices, and ongoing skills development of the workforce.

- 10.2 As with former NTPS agreements, the past, present and future contribution of employees in increasing productivity and efficiency is recognised through improved terms and conditions of employment which arise from the introduction of this Agreement.

- 10.3 The parties acknowledge that this Agreement recognises productivity and efficiency improvements occurring during the life of this Agreement.
- 10.4 Without limiting the scope of this clause, productivity and efficiency will be enhanced with employee commitment to implement the policies and initiatives of the government of the day.

## **11 Union and Workplace Delegate Rights**

### **11.1 Union Representation**

- (a) The employer recognises the legitimate right of the union to represent those employees who are members, or eligible to become members.
- (b) An employee appointed as a union delegate in the agency in which an employee is employed will be recognised as the accredited representative of the union. An accredited union delegate shall be allowed reasonable time during working hours to consult with members or employees eligible to become members on employment matters affecting employees.
- (c) A union delegate will advise their work unit manager that they have been appointed as a union delegate.
- (d) An employee who ceases to be a workplace delegate must give written notice to the CEO within 14 days.

### **11.2 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 5 days paid leave per annum to attend union training courses conducted by the union or approved by the union.
- (b) The approval for an employee to attend a training course shall be subject to the operational requirements of the agency.
- (c) An employee seeking to take training leave under this clause must have been nominated by the union to attend the course for which the training leave is sought.
- (d) An employee will only be paid for the period of training leave if:
  - (i) an employee provides evidence satisfactory to the CEO of their attendance at the course for which training leave was sought within 7 days after the training ends; and
  - (ii) unless agreed by the CEO, the CEO has received not less than 4 weeks written notice of nomination from the union, setting out the time, dates, content and venues of the course.
- (e) The CEO must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace

delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

- (f) Leave granted under this clause will be on ordinary pay, not including shift and penalty payments or overtime.
- (g) Leave granted under this clause will count as service for all purposes.

### 11.3 Communications

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

### 11.4 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 an 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, lockable cabinet) 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.

- (e) The CEO is not required to provide access to or use of a workplace facility under clause 11.4(d)(iv) if:
  - (i) the workplace does not have the facility; or
  - (ii) the CEO does not have access to the facility at the workplace and is unable to obtain access after taking reasonable steps.

## **12 Cultural Safety in Remote Clinics**

- 12.1 The Department recognises the importance of providing culturally safe and responsive work environments in remote clinics for both NTPS employees and the communities they serve.
- 12.2 In managing the staffing of remote clinics, the Department will act in accordance with its [Aboriginal Cultural Security Policy](#), with a view to fostering inclusive, respectful, and culturally safe service delivery.
- 12.3 The Department acknowledges the value placed on the presence of both male and female Aboriginal employees in remote clinics, and such arrangements will be pursued where practicable and in alignment with operational requirements, community needs, and the broader challenges associated with workforce recruitment and retention across the sector.

## **13 Safe and Healthy Work Environment**

- 13.1 The employer is committed to improving the work health and safety of all employees.
- 13.2 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.
- 13.3 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying.
- 13.4 The employer will take all reasonably practicable steps to:
  - (a) foster a culture of respect in the workplace;
  - (b) prevent and address psychosocial risks in the workplace;
  - (c) ensure employees are treated appropriately and not subject to inappropriate workplace behaviour and bullying; and
  - (d) support the establishment of committees and workgroups including Health and Safety Representatives (HSRs) in accordance with [Employment Instruction Number 11](#) (Occupational Health and Safety Standards Programs).
- 13.5 The Department is committed to a culturally safe work environment for Aboriginal Health Practitioners that works towards Aboriginal health, social wellbeing and cultural security.

## **14 Support and Wellbeing - Employee Assistance Program**

- 14.1 The purpose of the Employee Assistance Program is to help employees and managers deal with issues that may impact them at work.
- 14.2 Employees and their families may access up to 3 sessions of professional and confidential counselling services for each issue, which may be conducted remotely.
- 14.3 Further sessions may be granted by the CEO.
- 14.4 Employees accessing approved Employee Assistance Providers for the purpose of this clause will be granted reasonable travel and attendance time without deduction from any leave entitlements.

## **15 Joint Consultative Committee**

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

## **Part 3 Procedural Matters**

### **16 Dispute Settling Procedures**

- 16.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 16.2 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.
- 16.3 However, this clause does not apply in relation to disputes about assessment outcomes for clause 18 (Management of Unsatisfactory Performance and Disciplinary Proceedings).
- 16.4 In the event of a dispute about a By-law issued under the PSEM Act, clauses 16.7 and 16.8 will apply.
- 16.5 An employee who has a grievance about their treatment in employment can, as an alternative, choose to have the decision reviewed in accordance with section 59 of the PSEM Act.
- 16.6 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 an employee to perform.
- (d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.
- (e) Any decision or direction the FWC makes in relation to the dispute shall be in writing.
- (f) Subject to the right of appeal under clause 16.9(d) any direction or decision of the FWC, be it procedural or final, shall be accepted by all affected persons and complied with by the parties.
- (g) A dispute formally commenced under the Northern Territory Public Sector 2022-2025 Aboriginal Health Practitioner 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.

#### 16.7 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 an 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.

#### 16.8 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 16.7, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 16.6 and 16.7 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.
- (c) Conciliation before the FWC shall be regarded as completed when:
  - (i) the parties have reached agreement on the settlement of the dispute; or

- (ii) the member of the FWC conducting the conciliation has either of the member's own motion or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

#### 16.9 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 16.9(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 clauses 16.3 and 16.4.

### 17 Management of Change

#### 17.1 In this clause:

**relevant employees** means employees who may be affected by the change referred to in clause 17.2.

#### 17.2 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 employees; or
- (b) proposes to introduce a change to the regular roster pattern or ordinary hours of work of employees.

#### 17.3 The CEO must notify and consult the relevant employees and the union about the proposed major change or proposed change to the regular roster or ordinary hours of work.

#### 17.4 A relevant employee or employees may appoint a representative for the purposes of the procedures in this clause.

#### 17.5 The CEO must recognise the representative and deal with them in good faith if:

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

- 17.6 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;
  - (b) major change to the composition, operation or size of the CEO's workforce or to the skills required of employees;
  - (c) the loss or reduction of job opportunities (including opportunities for promotion or tenure);
  - (d) the alteration to regular roster pattern or arrangements, ordinary hours and/or hours of work;
  - (e) the need to retrain employees;
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

17.7 Consultation

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

- (a) discuss with the relevant employees and their representative (if any):
  - (i) the introduction of the change;
  - (ii) the effect the change is likely to have on employees;
  - (iii) measures to avoid or reduce any adverse effect of the change on employees.
- (b) provide in writing to the relevant employees and their representatives (if any):
  - (i) as far as practicable, all relevant information about the proposed change including the nature of the change proposed;
  - (ii) the reasons or justification for the change;
  - (iii) information about the expected effects of the change on employees; and
  - (iv) any other matters that the CEO reasonably believes are likely to affect employees;
- (c) invite and provide an opportunity for employees and their representatives, to put forward their views, comments and suggestions on all matters regarding the impact of the proposed change, including any impact in relation to an 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 employees and their representatives were taken into account.

- 17.8 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives (if any).
- 17.9 Following consultation under clause 17.7 after making a final decision a CEO must consult on implementation.

## **18 Management of Unsatisfactory Performance and Disciplinary Proceedings**

### **Management of Unsatisfactory Performance**

- 18.1 Where it has been identified that there may be inability or unsatisfactory performance concerns, the [NTPS Inability and Unsatisfactory Performance Handbook](#) should be referenced as a guide by managers and employees to manage an employee's performance, which may include the development of a Performance Improvement Plan that is designed to provide an employee with the tools and opportunities to succeed in their employment.
- 18.2 The handbook is underpinned by the formal legislative framework contained within Part 7 of the PSEM Act and should be read in conjunction with relevant Employment Instructions and agency policies, procedures and guidelines.

### **Disciplinary Proceedings**

- 18.3 Where it has been identified that it is appropriate to commence a disciplinary process the [NTPS Discipline Handbook](#) should be referenced as a guide for managers and employees for managing the process.
- 18.4 The handbook is underpinned by the formal legislative framework contained within Part 8 of the PSEM Act and should be read in conjunction with relevant Employment Instructions and agency policies, procedures and guidelines.
- 18.5 The parties to a disciplinary process will work to resolve any matters within reasonably practicable timeframes and employees should be kept regularly informed on a monthly basis, or as otherwise agreed, of the status of their matter.

### **Natural Justice, Grievance and Appeals**

- 18.6 For the avoidance of doubt, an employee shall be provided natural justice throughout any unsatisfactory performance or disciplinary process and has grievance and appeal rights under the PSEM Act.

## **Part 4 Employment Arrangements**

### **19 Removal of obstacles to career progression in the AHP classification structure**

- 19.1 The objectives of this clause are to:
- (a) remove some of the impediments to reasonable career progression for employees within a class;
  - (b) retain the appropriate qualifications that are a pre-requisite for an employee moving to a higher class; and

- (c) provide options to facilitate appropriate progress to a higher class for those employees who do not have an appropriate qualification as provided in clause 19.1(b).
- 19.2 The transition designation within each class will be removed when the Agreement commences operation 7 days after it is approved by the FWC.
- 19.3 The effect of clause 19.2 above is to facilitate incremental progression within a class that is based on successful completion of one year of service at the particular increment within that class.
- Note: This means that an employee currently at the AHP2T level would be able to progress to the next appropriate increment based on their length of service at the AHP2T level. This means that an employee who has completed 4 years at the AHP2T level would advance to the AHP2.4 increment. Further advancement would be based on further completed years of service (i.e. annually).*
- 19.4 Notwithstanding clause 19.3 above, promotion to a higher class is dependent on:
- (a) positions being available at the higher class;
  - (b) A promotee being selected through a competitive merit selection process;
  - (c) A promotee holding a qualification that meets the requirements of Schedule B of the Agreement; or
  - (d) A promotee satisfying the CEO that they are working towards gaining an appropriate qualification as set out in Schedule B; or
  - (e) A promotee satisfying the CEO that they have demonstrated knowledge, skills and experience that would justify appointment at the higher class in the absence of the requirements set out in clauses 19.4(c) and 19.4(d) above.
- 19.5 In satisfying the requirement for clause 19.4(d) 19.4(d) aboveabove an employee must be able to provide evidence of:
- (a) enrolment in a course of study that would lead to the award of a qualification as set out in Schedule B;
  - (b) satisfactory progress towards the award of the qualification as referenced in clause 19.5(a) above; and
  - (c) an anticipated end date for the award of the qualification as referenced in clause 19.5(a) above.
- 19.6 In determining whether an employee meets the requirements of clause 19.4(e) above, the CEO must consider:
- (a) whether an employee has:
    - (i) had sufficient experience as an Aboriginal Health Practitioner that would merit progression to a higher class;
    - (ii) demonstrated consistent, safe, clinical practice, at the expected level;
    - (iii) demonstrated a willingness and ability to expand their scope of practice and rise to new clinical challenges safely;

- (iv) mentored fellow Aboriginal Health Practitioners, where appropriate and relevant; and
- (b) any other relevant matters.

## **20 Types of Employment**

- 20.1 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 an ongoing, fixed period or casual basis).
- 20.2 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.
- 20.3 Ongoing and fixed period employees can be employed on either a full-time or part-time basis.

## **21 Full-time Employment**

- 21.1 A full-time employee is an employee who works 38 ordinary hours of duty per week.

## **22 Part-time Employment**

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 A CEO and an employee may agree to change an employee's agreed hours of duty, at the written request of either party.
- 22.5 An employee engaged on a full-time basis will not be required to convert to part-time employment or transfer without their consent to enable part-time employment.
- 22.6 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 29 (Flexible Work – General Principles and Requirements).
- 22.7 Where a full-time employee is approved to work part-time for a specified period, the agreement in writing under clause 22.3 will provide for the hours to be varied to part-

time hours on a specified date. An employee will revert to full-time hours unless a further period of part-time employment is approved.

## **23 Fixed Period Employment**

- 23.1 The provisions of this clause apply to an employee employed on a fixed period basis.
- 23.2 All employees should be provided with written advice of their general terms and conditions of employment prior to commencing employment.
- 23.3 Unless an exception under section 333F of the FW Act applies, fixed period employment contracts must not include a term (end date) that:
- (a) specifies a period greater than 2 years; or
  - (b) creates consecutive contracts (including any contract on 6 December 2023 and any prior consecutive contract) for the same or substantially similar work which totals more than 2 years, or more than 2 contracts.

*Note: Section 333F of the FW Act provides a range of exceptions including but not limited to: a temporary absence of another employee (e.g. backfilling an employee on leave, on a temporary transfer or workers compensation); trainees or apprentices; essential work during a peak demand period; work during emergency circumstances; performance of a distinct and identifiable task involving specialised skills; or jobs that rely in whole or in part by government funding.*

- 23.4 For the full list of exceptions refer to section 333F of the Fair work Act.
- 23.5 The Commissioner's Guidelines on Fixed Period Contracts list when a fixed term contract can be used, the exceptions for when such contracts can continue, the anti-avoidance provisions and what occurs if there is a breach under clause 23.3.
- 23.6 An employee engaged on a fixed term contract or consecutive contracts for the same or substantially the same work for a period of 2 years will have their engagement status reviewed 3 months from the end date of their contract.

## **24 Casual Employment**

- 24.1 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.
- 24.2 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.

*Note: An employee may be required to perform overtime or shiftwork and will receive appropriate penalty rates calculated on the ordinary hourly rate for such duty. Casual loading will not be used to increase the ordinary hourly rate for payment of overtime or shift penalties.*

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

24.4 The minimum daily engagement of a casual employee is 3 hours.

*Note: For the purpose of clause 24.4, work commencing prior to midnight on one day and continuing into the next day, counts as one engagement.*

24.5 Where less than the minimum daily engagement hours are actually worked as outlined in clause 24.4, superannuation will be paid on the full 3 hours as if the superannuation guarantee applied, provided those hours do not attract overtime payments.

24.6 An employee may provide notice in writing to their CEO of their choice to become an ongoing employee in accordance with the FW Act. This is known as the 'Employee Choice' pathway.

24.7 The CEO must respond in writing within 21 days of the request advising of their acceptance or non-acceptance of the change.

## **25 Security of Employment**

25.1 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within the NTPS, the parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.

25.2 However, clause 25.1 does not apply to an employee who has been declared potentially surplus to requirements under section 41 of the PSEM Act and registered on the Office of the Commissioner for Public Employment's Redeployment Database for longer than 2 years.

25.3 The Commissioner supports certainty of employment through the appropriate application of the merit principle. The use of higher duties, fixed period employment and casual employment arrangements in the NTPS are appropriate in certain circumstances.

## **26 Individual Flexibility Arrangements**

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

(a) deals with one or more of the following matters of:

(i) arrangements about when work is performed;

(ii) meal breaks;

(iii) restriction duty;

(iv) overtime rates;

(v) recreation leave loading;

(vi) penalties; or

- (vii) allowances.
  - (b) meets the genuine needs of an employee and the CEO in relation to the matters it deals with; and
  - (c) is genuinely agreed to by the CEO and an employee, without coercion or duress.
- 26.2 If the CEO wishes to initiate the making of an individual flexibility arrangement they must:
- (a) give an employee a written proposal; and
  - (b) if the CEO is aware that an employee has, or should reasonably be aware that an employee may have, limited understanding of written English, take reasonable steps to ensure that an employee understand the proposal.
- 26.3 If the CEO proposes to enter into an individual flexibility arrangement with an employee, the CEO must meet with an employee to discuss the proposal prior to entering the individual flexibility arrangement if an employee requests such a meeting.
- 26.4 The CEO 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) result in an employee being better off overall than an employee would have been if no individual flexibility arrangement were agreed to.
- 26.5 The CEO must ensure that the individual flexibility arrangement:
- (a) is in writing;
  - (b) includes the name of the CEO and employee;
  - (c) is signed by the CEO and an employee and if an employee is under 18 years of age, signed by a parent or guardian of an employee; and
  - (d) include the details of:
    - (i) the terms of this Agreement that will be varied by the arrangement;
    - (ii) how the arrangement will vary the effect of the terms;
    - (iii) how an employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;
    - (iv) the period of operation of the arrangement; and
    - (v) how the individual flexibility arrangement can be terminated.
- 26.6 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 an employee a copy of the Determination or other appropriate instrument within 14 days of the Commissioner's approval.

- 26.7 The CEO 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 CEO and employee agree in writing – at any time.
- 26.8 An individual flexibility arrangement terminated in accordance with clause 26.7(a) ceases to have effect at the end of the period of notice.
- 26.9 An employee may choose to be represented by their nominated representative in relation to the development and implementation of an individual flexibility arrangement.
- 26.10 In the event of a dispute in relation to this clause, clause 16 (Dispute Settling Procedures) will apply.

## **27 Variation to Working Arrangements for Groups of Employees**

- 27.1 A group of employees and the agency may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:
- (a) hours of work, including rostered days off, restricted duties, flextime or longer and/or more frequent unpaid breaks during the day;
  - (b) commuted salaries or allowances;
  - (c) meal breaks; and
  - (d) leave.
- 27.2 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 employees would have been if no variation had been made;
  - (d) be recorded in writing and approved by the CEO;
  - (e) include a mechanism to terminate and/or review the agreement; and
  - (f) require approval of the Commissioner and implementation via a Determination or other appropriate instrument.
- 27.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.
- 27.4 Relevant unions will be consulted on proposed arrangements prior to the approval of the Commissioner.

## **28 Workloads**

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

- 28.2 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.
- 28.3 Agency management, employees and employee representatives play a positive role in ensuring employee workloads are reasonable.
- 28.4 The parties recognise there may be unavoidable peak work periods where employees' workloads increase; however, this should be the exception rather than the norm.
- 28.5 Employees are to be properly compensated for additional hours worked, either through overtime payments, time off in lieu of overtime arrangements, or other flexible working arrangements.
- 28.6 Managers and employees should therefore ensure that employees' workloads are reasonable.
- 28.7 Subject to clause 28.4, 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.
- 28.8 Employees may make a written request for a review of ongoing and sustained workload issues. Where so requested, management will consider the request and, if necessary, implement strategies to ensure reasonable workloads are maintained.
- 28.9 Management will acknowledge receipt within 7 days and respond in writing to employee concerns in a timely manner.

## **29 Flexible Work – General Principles and Requirements**

- 29.1 The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. There are benefits for an employee, the agency and customers when employees are able to work more flexibly.
- 29.2 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.

- 29.3 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.
- 29.4 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.
- 29.5 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 68 Recreation leave at Half Pay - doubles the period of recreation leave when leave is taken at half pay.
  - (b) Clause 69 Flexible Lifestyle (Purchased) Leave – ability to purchase paid leave through salary deductions to access more time off in a particular year.
  - (c) Clause 22 Part-time employment – converting from full-time to part-time employment for a specified period or a permanent change.
  - (d) Clause 30 Flextime Scheme for Non-shiftworkers.
  - (e) Clause 54 Hours of Duty - Day Workers.
  - (f) Clause 94 Special Leave Without Pay.
  - (g) Clause 80.17 returning to work on reduced hours after parental leave.
- 29.6 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.
- 29.7 In considering an employee’s request to work flexibly the CEO will take into account a range of things, including an employee’s personal circumstances and the agency’s business (includes team and customer) needs.
- 29.8 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 4(x) .
- 29.9 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.
- 29.10 Subject to clause 29.11, the CEO (or their delegate) must give an employee a written response to the request within 21 days stating whether the CEO (or their delegate) grants or refuses the request.
- 29.11 Where the CEO’s delegate proposes to refuse an employee’s request to work from home, an employee’s request will be referred to the CEO for assessment. Only the CEO is permitted to refuse employees’ requests to work from home.
- 29.12 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 26) applies.

## **30 Flextime Scheme for Non-Shiftworkers**

- 30.1 Flextime is a recorded attendance system which allows an individual employee or a work unit to vary working hours and patterns, break and finish times over a 4 week period.
- 30.2 Flextime may be worked provided there is suitable work to do and subject to operational requirements being met. All reasonable attempts should be made to accommodate flextime arrangements and requests should not be unreasonably withheld. Where a decision is made to refuse an employee's or work unit's request to work a flextime arrangement, employee/s must be provided with written reasons for the decision.
- 30.3 Employee/s may work flextime subject to the following conditions:
- (a) the arrangement is contained within the span of hours;
  - (b) agreement with the direct manager that flextime is operationally suitable for the work unit and employee;
  - (c) review of the arrangement at any time (following consultation), based on changing demonstrated operational requirements; and
  - (d) an employee adheres to the provisions for flextime.
- 30.4 Timesheets documenting hours worked towards the accrual of flextime credits must be kept by an employee and submitted to the direct manager on a fortnightly basis for approval.
- 30.5 The actual hours of attendance and the timing and taking of accumulated hours (including days off), meal breaks and work breaks will be arranged within the relevant work group or work area to provide optimum benefit to the agency, its customers and the workforce but specifically ensuring that there is adequate coverage during standard business hours to ensure operational efficiencies and the effective delivery of services.
- 30.6 Hours worked towards the accrual of flextime credits accrue on a time for time (i.e. single time) basis.
- 30.7 An employee is able to have a maximum of 2 days (or equivalent number of hours) in credit and a maximum of one day (or equivalent number of hours) in debit.
- 30.8 The maximum credit or debit is able to be carried forward for a maximum of 4 weeks. It is expected the credit or debit of flexible hours will be reconciled within this time frame unless alternative arrangements have been discussed with and approved by the manager. Where, due to operation requirements or employee commitments, credits or debits of flextime are unable to be reconciled within the 4 weeks, an employee and manager must have a discussion to plan a way to address their excess credit or debit balance within the next 4 weeks.
- 30.9 This flextime clause does not apply to shiftworkers.

## **31 Training and Development**

- 31.1 The parties are committed to training and career development opportunities for employees that support or enhance agency outcomes. The parties aim to achieve this by:

- (a) supporting lifelong learning at both an agency and individual level; and
  - (b) supporting individual development plans that serve to identify learning opportunities that match an employee's development and career needs, as well as the needs of the agency.
- 31.2 The parties agree that training and staff development will be:
- (a) planned and budgeted for;
  - (b) part of an agency's integrated Human Resource Development, Management and Equal Employment Opportunity strategy;
  - (c) relevant to the stated outcomes in agency strategic or business plans and the NTPS training plan;
  - (d) an important part of the successful operation of the NTPS redeployment and retraining framework; and
  - (e) an important component of increased productivity and continuous improvement throughout the NTPS.
- 31.3 The parties agree that all relevant aspects of the national training agenda, including National Public Administration and other competency standards and competency based training, will be implemented in the NTPS.

## **32 Diversity and Disability in the Workplace**

- 32.1 The parties are committed to supporting and accommodating a diverse and inclusive workplace which values the skills, identities, talents and capabilities of all people, including those with disabilities, from culturally and linguistically diverse backgrounds, and senior employees across all departments.
- 32.2 The Employer supports the delivery of sector wide diversity strategies that actively promote workplace inclusion practices; including growing and investing in its Aboriginal workforce, providing workplace adjustments to accommodate disabilities, managing the ageing workforce, and other flexible working arrangements.
- 32.3 The parties will work in partnership with disability employment service providers that deliver pathway programs for people with a disability to gain experience and skills and broaden their career options in the NTPS.

## **33 Right to Disconnect**

- 33.1 The Right to Disconnect refers to an employee's right to refrain from engaging in work-related communications and activities, such as emails, telephone calls or other messages, outside of an employee's working hours or during periods of leave or rostered days off.
- 33.2 For the avoidance of doubt, this clause applies irrespective of the place from which an employee may perform work (whether it be a premises provided by the CEO, an employee's home, or some other place).
- 33.3 Unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact outside of their working hours, from:

- (a) the CEO; or
  - (b) a third party if the contact or attempted contact relates to their work.
- 33.4 Matters that should be considered in determining whether a refusal is unreasonable, include, but are not limited to, the following;
- (a) the reason for the contact or attempted contact;
  - (b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes an employee;
  - (c) whether an employee is compensated for being available to be contacted or to perform work outside of their working hours, or for working additional hours outside of the span of ordinary hours or their agreed ordinary hours under a flexible arrangement;
  - (d) the nature and seniority of an employee's role and an employee's level of responsibility; and
  - (e) an employee's personal circumstances (including family or caring responsibilities).
- 33.5 An employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- 33.6 There may be occasions when it will be reasonably necessary for the CEO to contact an employee outside of their working hours, including but not limited to:
- (a) ascertaining availability for rosters;
  - (b) requests to fill in at short notice for unplanned absences of other employees;
  - (c) where unforeseeable circumstances arise;
  - (d) for genuine employee welfare matters, or in an emergency;
  - (e) where business and operational reasons require contact outside of working hours.
- Note: For the avoidance of doubt an employee may not be required to respond to these matters providing the refusal to respond is reasonable having regard to the matters in clause 33.4.*
- 33.7 Nothing in this clause prevents the CEO from requiring an employee to:
- (a) perform reasonable additional hours, overtime, a period of restrictive duty or be recalled to duty outside their working hours; or
  - (b) monitor, read or respond to contact, or attempted contact from the employer outside of an employee's working hours where an employee is on restrictive duty, and the employer's contact is to notify an employee that they are required to attend or perform work or give other notice about the restriction duty, on-call, availability, or stand-by.
- 33.8 In the event of a dispute in relation to this clause, clause 16 (Dispute Settling Procedures) will apply.
- 33.9 This clause shall be read in conjunction with sections 333M and 333N of the FW Act.

- 33.10 Employees will not be penalised or otherwise disadvantaged if they do not attend to a work-related matter outside of an employee's agreed hours of work unless their refusal is considered unreasonable in the circumstances.

### **34 Redeployment and Redundancy**

- 34.1 The provisions of Schedule A, Northern Territory Public Sector Redeployment and Redundancy Entitlements do not apply in transfer of business or transfer of employment situations where work of the employer is transferred or outsourced to another employer and an employee is offered employment with the second employer to perform the same or substantially similar work.

- 34.2 The NES of the FW Act contain minimum entitlements relating to redundancy pay, including transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:

- (a) the second employer recognises an employee's service with the first employer; or
- (b) an employee rejects an offer of employment made by the second employer that:
  - (i) is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, an employee's terms and conditions of employment with the first employer immediately before termination; and
  - (ii) recognises an employee's service with the first employer,

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

### **35 Protected Uniforms**

- 35.1 An Aboriginal Health Practitioner will be provided with a protected uniform design to ensure their profession is identifiable.
- 35.2 The Department and Union will agree on the protected design at the Joint Consultative Committee. The introduction of uniforms will also be based on the resources of the Department to source and maintain a supply of these uniforms.

## **Part 5 Salaries and Increments**

### **36 Classifications - Aboriginal Health Practitioner**

Employees will be classified in accordance with the classification structures at Schedule B

### **37 Salaries**

- 37.1 Salaries will be increased as set out below:
- (a) 3% effective from the first full pay period on or after 10 August 2025;
  - (b) 3% effective from the first full pay period on or after 10 August 2026;
  - (c) 3% effective from the first full pay period on or after 10 August 2027; and

(d) 3% effective from the first full pay period on or after 10 August 2028.

- 37.2 Aboriginal Health Practitioners will receive salary increases as per Schedule C.
- 37.3 Expense related allowances are to be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year. Allowances as at 1 January 2026 are set out in Schedule D. The Commissioner will give effect to any subsequent annual adjustments required under the Agreement through a Determination.
- 37.4 Employees will be paid fortnightly based on the following formula:

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

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- 37.5 Shift workers that work 38 hours per week will be paid an allowance equating to 3.4% of salary.
- 37.6 Part time shiftworkers that work a 38 hour per week role will be entitled to an allowance equating to 3.4% of their part time salary.
- 37.7 Payment of the salary and allowance increases in this Agreement (including back payments that might apply) shall only be payable to employees who are employed from the commencement of this Agreement.

### **38 Payment of Salary**

- 38.1 Where an employee resigns and fails to give one weeks notice, any monies due to an employee will be forwarded within one week of an employee's termination.
- 38.2 Where the agency terminates the services of an employee, an employee will be paid all monies due up to the time of termination at the time of ceasing duty, provided that if such termination is without notice and takes effect after 12.00 noon, this provision will be deemed to have been met if the monies are made available prior to noon on the next succeeding office staff working day.
- 38.3 Where an employee who is not absent from duty is not paid on the regular pay day, an employee will be paid waiting time at the ordinary rate from close of business on pay day until time of actual payment, provided that not more than 8 hours pay will accrue in respect of each 24 hours of waiting.
- 38.4 Provided that if the delay is caused by circumstances outside the control of the agency, clause 38.3 will not apply.

### **39 Increments**

- 39.1 An employee will be entitled to progress one pay point within the rates of pay scale for an employee's classification after 12 months continuous service, or after 12 months broken service in the preceding 24 months, at a particular pay point.
- 39.2 A part-time employee's entitlement to service increments will be on the basis of having worked the same chronological time that entitles a full-time employee to an increment, regardless of the number of hours worked.

- 39.3 An employee who is promoted on an ongoing basis will have included for the purpose of calculating the increment date any previous period during the preceding 24 months at which an employee performed higher duties at the new classification level or higher.

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

*Note 2: Refer to clause 44 (Higher Duties Allowance) for recognition of an increment attained by higher duties for future higher duties.*

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

Withholding an increment

- 39.5 The authority to apply clauses 39.7 and 39.8 will not be applicable unless the Commissioner is satisfied that an acceptable performance management system is in place which meets the requirements of [Employment Instruction Number 4](#) (Employee Performance Management and Development Systems).

- 39.6 The Commissioner will notify all unions of the acceptance of any performance management system for the purposes of clause 39.5 prior to that system being used for deferral of increments.

- 39.7 The CEO may determine to withhold an increment as set out in clause 39.8, on the basis that an employee:

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

- 39.8 The CEO, may withhold an increment as follows:

- (a) The CEO may defer payment for a specified period of time which will be up to 6 months, subject to payment earlier if a specified, and preferably agreed, work performance, training or work outcome target is demonstrated.
- (b) At the end of the 6 month deferment period, the CEO may again defer the increment by up to a maximum of a further 6 months where the required performance standard has not been achieved and alternative steps have been taken to address the less than satisfactory performance. The increment will not be withheld for longer than 12 months in total.
- (c) The CEO must provide the reasons for deferring an increment under clause 39.8(a) or 39.8(b) in writing to the employee.

- 39.9 If a decision is made under clause 39.7 or 39.8 an 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 an employee; or
  - (c) natural justice has not been afforded to an employee.
- 39.10 The review will be conducted in accordance with the grievance review mechanisms under section 59 of the PSEM Act.
- 39.11 In all cases where an increment is deferred, the date to which it is deferred will become the anniversary date for the purposes of the next increment.
- 39.12 Where the termination of an employee's engagement is due to the requirements of the Public Sector, except where an employee has been dismissed under the provisions of the PSEM Act, that employee will, upon re-engagement within 12 months of termination in the same classification, be paid at the last incremental level held, and previous service may be taken into account for normal incremental advancement beyond that point.

#### **40 Superannuation**

- 40.1 The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the parties.
- 40.2 The employer will make minimum superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay 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.*

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

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

- 40.4 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.
- 40.5 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.

## **41 Salary Sacrifice**

### **41.1 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 makes NTGPASS member contributions at the rate of 6% may salary sacrifice into 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 by the Commonwealth Commissioner of Taxation. An employee is responsible for any tax, interest and penalties that may be imposed by the Commissioner of Taxation 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, an employee's annual rate of salary for superannuation purposes shall remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on an employee's annual rate of salary for superannuation purposes).

### **41.2 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 Commissioner of Taxation or other relevant authority. These salary sacrifice packaging arrangements meet the full obligations of the employer in relation to salary payments required under this Agreement. Under the arrangement the following conditions shall apply:

- (a) the arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;

- (b) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes shall be met by an employee;
- (c) an employee shall meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;
- (d) an employee's salary for superannuation purposes and severance and termination payments shall be the gross salary which would have been received had an 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.

## **42 Integrity of Payments**

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.

### **42.1 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) An employee will be given written details of the overpayment and the amount proposed to be deducted or withheld. An 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 an 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.

### **42.2 Rectification of underpayments**

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

## **43 Recognition of Previous Experience**

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

## **Part 6 Allowances**

### **44 Higher Duties Allowance**

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

- 44.2 An employee who performs the duties of a higher classification which has a maximum attainable annual salary:
- (a) not higher than the maximum attainable annual salary payable to an Aboriginal Health Practitioner Level 5, will be paid an allowance for performing the duties of the higher classification upon the completion of one day; or
  - (b) higher than the maximum attainable annual salary payable to an Aboriginal Health Practitioner Level 5, will be paid an allowance for performing the duties of the higher classification upon the completion of 6 consecutive working days. An employee will not be paid an allowance for any period of higher duties less than 6 consecutive working days unless the Commissioner determines otherwise.
- 44.3 An employee directed to perform all or part of the duties of a higher classification will be paid an allowance equal to the difference between an employee's own salary and the salary an employee would receive if promoted to the higher classification, or an alternative amount determined and authorised as a percentage of the duties performed where partial performance is directed.
- 44.4 An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.
- 44.5 An employee who performs the duties of a higher classification will be subject to the conditions of service of the higher classification, including the criteria determined by the Commissioner or the relevant schedule for advancement beyond a salary barrier point.
- 44.6 An employee who performs the duties of a higher classification for 12 months continuously, or for 12 months in broken periods over a 24 month period, and has met the requirements of clause 39 (Increments) of the Agreement will be paid an increment in accordance with that clause.
- 44.7 An increment attained by higher duties will be retained for future higher duties at that classification level (or lower).
- 44.8 An employee who has been directed to perform the duties of a higher classification and is absent on paid leave or observes a public holiday, will continue to receive payment of higher duties allowance during the absence to the extent of the continued operation of the direction. If the period of paid leave is on less than full pay, the higher duties allowance is adjusted accordingly.
- Higher Duties Allowance – Aboriginal Health Practitioner Class 2 Year 4 (AHP2.4) or Aboriginal Health Practitioner Class 2 Year 5 (AHP2.5) With Exemplary Practice Status Working Higher Duties as an Aboriginal Health Practitioner Class 3 Year 1 (AHP3.1)*
- 44.9 An Aboriginal Health Practitioner Class 2 on pay point AHP2.4 or AHP2.5 who is required to perform all the duties of an Aboriginal Health Practitioner 3 at the pay point AHP3.1 and who is in receipt of the Exemplary Practice Allowance at clause 46 remains eligible to receive the allowance whilst undertaking higher duties.
- 44.10 In all other circumstances where the minimum salary of the higher level position is lower than or equal to an employee's current salary, inclusive of the Exemplary Practice Allowance:
- (a) the higher duties allowance will be calculated by reference to the pay point that first constitutes an increase in salary for the employee; or

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

#### **45 Professional Development Reimbursement**

45.1 An employee, excluding casuals, who has been employed within the department for the required qualifying period will have access to a Professional Development Allowance annually, this will be based on a reimbursement model.

45.2 Payment of the allowance is subject to the following qualifying periods, amounts and conditions:

- (a) The annual Professional Development Allowance entitlement year is 1 September to 30 August, and continuous service is determined as at 1 January each year;
  - (i) One year to 3 years continuous service as an Aboriginal Health Practitioner – up to \$500 per annum; or
  - (ii) Three years or more continuous service as an Aboriginal Health Practitioners – up to \$1,100 per annum.
- (b) An employee can only make one claim per Professional Development Allowance entitlement year up to an employee's maximum annual Professional Development Allowance entitlement.
- (c) Reimbursements can be made at any time during the year where an employee has reached their maximum Professional Development Allowance entitlement on production of sufficient evidence to substantiate an employee's professional development costs.
- (d) Reimbursements will be in the form of a lump sum.
- (e) The allowance will not count as salary for any purpose.
- (f) The allowance will apply to part-time employees on a pro rata basis based upon their contracted hours of employment.
- (g) An advance payment of the allowance may be approved at an employee's request in circumstances where an employee is required to meet substantial costs in advance for an approved professional development activity; e.g. an interstate conference.
- (h) As part of the performance planning and review process, an employee and their manager may agree to forward plan a professional development activity that may incorporate more than one year's allowance; e.g. an overseas conference.
- (i) The production of sufficient evidence by an employee substantiating professional development costs and activity/activities incurred, or to be incurred by an employee, and providing evidence that an employee attended the activity/activities.

45.3 The allowance is payable for the following professional development activities:

- (a) fees for professional courses, tuition, conferences or similar;

- (b) fees for professional bodies where eligibility for membership is essential for professional registration and/or practice in the public sector;
- (c) subscriptions to technical/business publications;
- (d) the purchase of technical books;
- (e) air travel to conferences (up to 50% of the allowance); and
- (f) the Parties acknowledge the need to monitor and review this allowance during the term of the Agreement.

**46 Exemplary Practice Allowance**

- 46.1 Exemplary Practice (EP) is a status awarded by the department for sustained exemplary health practitioner performance in the clinical setting.
- 46.2 Exemplary Practice is recognised through the payment of an allowance that rewards employees in non-promotional positions at the Aboriginal Health Practitioner 2 and Aboriginal Health Practitioner 3 levels who engage in additional exemplary activities within the workplace.
- 46.3 After approval, and subject to maintaining exemplary practice, an employee’s Exemplary Practice status will be recognised for a period of 3 years before the employee must be reassessed.
- 46.4 There is one level of Exemplary Practice for Aboriginal Health Practitioner 2 and two levels of Exemplary Practice for Aboriginal Health Practitioner 3, as set out in clause 46.10.
- 46.5 The Exemplary Practice Scheme will apply to employees, excluding casuals, employed as Aboriginal Health Practitioner 2 and Aboriginal Health Practitioner 3 by the Agency.
- 46.6 An employee must meet the requirements specified in the Aboriginal Health Practitioners Exemplary Practice Handbook: Application Process Guidelines to be eligible to apply for assessment. The Handbook will be developed in consultation with the union.
- 46.7 The Exemplary Practice Allowance will be paid to successful applicants for a period of 3 years, subject to their maintaining exemplary practice requirements.
- 46.8 An employee may make an application for Exemplary Practice status at any time and there is no limit to the number of times an employee may re-apply for assessment.
- 46.9 To ensure the continuation of the allowance, an employee must re-apply for Exemplary Practice assessment prior to the 3 year termination date.
- 46.10 The Exemplary Practice Allowance will be paid at the following rates:

<b>Classification</b>	<b>Category of Exemplary Practice Allowance</b>	<b>Rate per annum</b>
Aboriginal Health Practitioner 2 (AHP2)	EP1	6% of the fourth salary point of the AHP2 classification
Aboriginal Health Practitioner 3 (AHP3)	EP1	6% of the fourth salary point of the AHP3 classification

Aboriginal Health Practitioner 3 (AHP3)	EP2	13% of the fourth salary point of the AHP3 classification
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- 46.11 The Exemplary Practice Allowance rates applicable to this Agreement are contained in Work Related Allowances Table of Schedule D
- 46.12 The allowance is paid on a fortnightly basis and will:
- (a) be paid to a part-time employee on a pro rata basis based on their agreed hours;
  - (b) be paid during approved periods of paid leave;
  - (c) be recognised for superannuation purposes;
  - (d) not be included in calculation of overtime or penalty rates;
  - (e) not be paid during periods of higher duties (with the exception of sub clause 44.9);
  - (f) not be paid during leave without pay or leave not authorised.
- 46.13 The Exemplary Practice Allowance for Aboriginal Health Practitioner 3 EP1 and EP2 will not be paid concurrently.

#### **47 Meal Allowance**

- 47.1 Where an employee is required to perform overtime duty in excess of one and a half hours after the usual ceasing time, an employee will be supplied with a meal or meals at the agency's expense or will be paid a meal allowance, in addition to overtime at such rate as approved by the Commissioner under Public Sector Employment and Management By-law 25.
- 47.2 Unless the agency advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the agency will provide that second or subsequent meal (as the case may be) or make payment in its stead in accordance with the provisions of clause 47.1.
- 47.3 If, in pursuance of notice, an employee has provided a meal or meals and an employee is not required to work overtime or is required to work less than the period of overtime stated on the notice, an employee will be paid under the provision of clause 47.1 in respect of each meal provided by an employee, which is made surplus by the change in requirements.

#### **48 Allowances for Travelling on Duty**

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

## **49 Excess Travelling Time**

- 49.1 An employee who is travelling or on duty away from an employee's usual place of work will be paid, or depending on eligibility, granted time of in lieu for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:
- (a) an employee's usual hours of duty for the day; and
  - (b) the time necessarily spent travelling to and from home and the usual place of work.
- 49.2 Where an employee's usual place of work is variable within a specified district, the CEO will determine a place within the district as the usual place of work. In this case a minimum of 20 minutes travelling time each way will apply.
- 49.3 Travelling time includes:
- (a) the time an employee has to wait for a change of scheduled conveyance between the advertised and actual time of departure;
  - (b) in the case of an employee not absent from an employee's permanent or temporary place of work overnight, the time an employee spends outside the usual hours of duty for the day in waiting between the time of arrival at the place of work and the time of commencement of work, and between the time of ceasing work and the time of departure of the first available conveyance;
  - (c) time spent in travelling on transfer where transfer expenses are allowed, unless the transfer involves promotion; and
  - (d) in the case of an employee required to perform emergency duty, the time that emergency duty is performed and the time necessarily spent travelling to and from emergency duty.
- 49.4 Travelling time does not include:
- (a) time of travelling during which an employee is required to perform duty other than care of kit; or
  - (b) time of travelling by train between 10.30 pm and 7.00 am where a sleeping berth is provided, or any time of travelling by train (day or night) between capital cities where a sleeping berth is provided.
- 49.5 An employee in a camping party is not entitled to payment of excess travelling time and is required to travel from camp to the place of work within the prescribed hours of work, returning from the place of work to the camp in their own time after ceasing duty, or vice versa as agreed with the employee.
- 49.6 An employee may be required to work at any place within a specified district and to proceed to that place of work instead of an employee's usual place of work. Any excess travelling time spent by an employee in proceeding direct to and returning from such a place of work will be dealt with as excess travelling time.

- 49.7 Payment of excess travelling time will not be made for more than 5 hours in any one day, and will not be made unless the excess time exceeds:
- (a) 30 minutes in any one day; or
  - (b) two hours and 30 minutes in any pay period where an employee's ordinary hours are confined to 5 days of the week; or
  - (c) three hours in any pay period where an employee's ordinary hours are rostered on 6 days of the week.
- 49.8 The rate of payment will be single time on Mondays to Saturdays and time and a half on Sundays and public holidays. The rate of payment in relation to clause 49.3 is double time.
- 49.9 Eligibility (payment or time off in lieu)
- (a) An employee in receipt of salary at or below the first incremental point of the Aboriginal Health Practitioner Level 3 will be eligible for payment for excess travelling time.
  - (b) Employees in receipt of salary exceeding the salary level in clause 49.9(a) but at or below the maximum salary payable to an Aboriginal Health Practitioner level 4, will be eligible for time off in lieu of payment of excess travelling time on the following conditions:
    - (i) the amount of time off that can be granted is equal to an amount of time that would otherwise have attracted payment under clause 49.7;
    - (ii) time off in lieu to be taken on a time for time basis (i.e. not a period equivalent to penalty rates in clause 49.8) within 3 months, or as agreed with the Chief Executive Officer; and
    - (iii) Where an employee cannot reasonably take the time off in lieu accrued under clause 49.9(b) within a 3-month period, the CEO may approve payment in accordance with clause 49.8.

## **50 Protection of Employees**

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

## **51 Compensation for damage to clothes or personal effects**

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

## **52 Remote Localities**

52.1 Employees who live and work in a remote locality are entitled to:

- (a) a rental concession; and

(b) an electricity subsidy.

52.2 Remote localities and their category of remoteness are determined by the Commissioner and published from time to time.

52.3 Rental Concession

(a) Employees who live and work in a remote locality and reside in agency supplied accommodation, are entitled to a rental concession.

(b) The applicable rental concession is set out in the table below

<b>Remote location category</b>	<b>Rental concession</b>
Special Category	25%
Category 1	100%
Category 2	100%
Category 3	100%

52.4 Electricity Subsidy

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

(a) An employee residing in a dwelling fitted with a dedicated electricity metering device, and who is required to meet the cost of any charges associated with the provision of electricity to that dwelling, is entitled to an electricity subsidy in accordance with the rates specified in Schedule D, subject to the relevant category of remoteness and an employee's eligibility for the dependant/after-hours rate.

(b) The electricity subsidy for the dependant/after-hours rate is payable only where an 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 an employee;

B. are not eligible for assistance with electricity costs from any other source; and

C. are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the Commissioner; or

(ii) is a shiftworker or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that an employee is regularly required to seek rest during daylight hours.

(c) The electricity subsidy shall be paid fortnightly in addition to salary and shall count as salary for the purpose of taxation and superannuation.

(d) The electricity subsidy shall not be paid during periods of leave without pay which do not count as service.

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

#### 52.5 Remote Localities Review

The parties agree that the outcomes/recommendations of the Remote Localities Review under clause 46 of the Northern Territory Public Sector 2025 – 2029 Enterprise Agreement will also apply to employees covered by this Agreement.

### **53 Community Language Allowance**

- 53.1 An Aboriginal Health Practitioner will be eligible for an allowance, at the rate contained in Schedule D, if directed by the CEO to use their bilingual communication skills in accordance with this clause.
- 53.2 Definitions:
  - (a) “bilingual communication” includes communication in Aboriginal and Torres Strait Islander languages other than English and the Deaf Oral Language, AUSLAN (Australian Sign Language); and
  - (b) “NAATI” means the National Accreditation Authority for Translators and Interpreters.
- 53.3 The Allowance shall be paid to an eligible Aboriginal Health Practitioner at a tier and rate set out in Schedule D Schedule D and in accordance with the policy / procedure established under clause 53.4.
- 53.4 CEOs are to develop a policy and/or procedure:
  - (a) to manage the Allowance process including but not limited to the identification, assessment and standards of language competence (noting clause 53.9) and support for testing; and
  - (b) to determine the tier of the Allowance to be paid, which will include but not be limited to consideration of the anticipated level of use that an employee will be called upon to provide their bilingual communication skills over the next 12 month period relative to other employees in the agency, and each 12 months after if they remain entitled to receive the Allowance.
- 53.5 Subject to clause 53.6, where an Aboriginal Health Practitioner who has bilingual communication skills is willing, the CEO may approve an Aboriginal Health Practitioner, in addition to a practitioner’s other duties, to use their bilingual communication skills in the course of their employment and that practitioner shall be entitled, while the approval remains in force, to be paid the Allowance at a rate set out in Schedule D.
- 53.6 The Allowance shall not be paid to an Aboriginal Health Practitioner where the duties of their job require the possession of bilingual communication skills, as these skills would have been recognised in the work value for the job.
- 53.7 In approving an Aboriginal Health Practitioner, the CEO should give consideration to there being an identifiable and continuing need for the particular language skills possessed by an Aboriginal Health Practitioner in providing client or employee services.

- 53.8 Written translation work and more complex interpreter work is not to be required of an Aboriginal Health Practitioner receiving the Allowance.
- 53.9 An Aboriginal Health Practitioner's language competence must be at the standard of:
- (a) a pass in the relevant language, including for Aboriginal language speakers, of at least the NAATI Community Language Aide Test;
  - (b) recognition by NAATI as possessing equivalent proficiency; or
  - (c) where NAATI does not provide an assessment of the particular language skill, or it is not available at the time the CEO is seeking to use an Aboriginal Health Practitioner's bilingual communication skill, the CEO may use the services of an individual or alternate body who/ that the CEO considers has the necessary expertise to assess an Aboriginal Health Practitioner's language skills: and
  - (d) where the CEO relies upon a test other than NAATI, and the NAATI test subsequently becomes available, the CEO should arrange for an Aboriginal Health Practitioner to be assessed through NAATI as soon as reasonably practicable.
- 53.10 The Allowance shall not be paid to an Aboriginal Health Practitioner if the NAATI certification or recognition under clause 53.9 has expired.
- 53.11 Where an Aboriginal Health Practitioner's language competence has already been assessed in accordance with clause 53.9 prior to applying for the Allowance, the CEO may decide that no further testing is required.
- 53.12 As the majority of language testing is only available annually, the CEO may approve payment of the Allowance subject to an Aboriginal Health Practitioner taking the next available test, or a later test if approved by the CEO, provided that the other conditions relating to the payment of the Allowance are met.
- 53.13 Wherever possible, the CEO should support an Aboriginal Health Practitioner who is willing to provide their bilingual communication skills by approving payment to NAATI (or other approved individual or body) for any language testing or assessment fees on behalf of an Aboriginal Health Practitioner, and providing time off for the assessment and related matters.
- 53.14 Where an Aboriginal Health Practitioner fails a language test, the CEO shall determine whether payment of the Allowance should continue, whether a further test is required and whether support for any further testing should be provided.
- 53.15 The Allowance is payable during all periods of paid leave if it would have been paid but for the taking of paid leave.
- 53.16 Payment of the Allowance shall be reviewed regularly, or whenever the employment status or work requirements of an Aboriginal Health Practitioner receiving the Allowance changes (e.g. on temporary or permanent promotion, or transfer), to determine whether it should continue to be paid and the tier at which it will be paid.

## **Part 7 Hours of Work**

### **54 Hours of Duty – Day Workers**

- 54.1 The ordinary hours of work will be 38 per week or an average of 38 per week over a cycle of 4 weeks to be worked in one of the following cycles:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days;
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days;
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 54.2 The span of hours within which the ordinary hours of work will be worked on any day are to be between 6.00 am and 6.00 pm.
- 54.3 Programmed Days Off
- (a) A full-time employee working ordinary hours in accordance with clause 54.1 will be able to accrue a programmed day off (PDO) every 4 weeks with no loss of pay, subject to working the required accrual of hours as contained in this clause. The granting of a PDO will be subject to operational requirements of the work unit. A manager must not unreasonably refuse access to PDOs and provide reasons/s if such circumstance arises. An employee may seek resolution through the Disputes Resolution clause (clause 16) in this agreement if aggrieved by a decision not to grant access to PDOs. The PDO will accrue after working 8 hour shifts for 19 days, with the 20<sup>th</sup> day being taken as a PDO of 8 hours duration.
  - (b) Wherever possible, the taking of PDOs should be staggered among work group members to ensure that there is ordinary time cover within the span of hours to enable continuing operations on any given day.
  - (c) Employees working in remote community health centres will be able to accumulate up to 5 programmed days off.
- 54.4 Meal periods
- (a) An employee will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes each day.
  - (b) No employee should be required to work for more than 5 hours without a break for a meal.
  - (c) Provided that, for all work performed after 5 hours continuous duty without a break and until a break is allowed, an employee will be paid at the rate of time and a half.

## **55 Hours of Duty – Shiftworkers**

### **55.1 Definitions**

For the purposes of this clause:

- (a) **shiftworker** for the purposes of the national employment standards, means an employee who is rostered to work ordinary shifts on any of the 7 days of the week; and is regularly rostered to perform work on Sundays and Public Holidays.
- (b) day shift means any shift commencing at or after 6.00 am and before 10.00 am.
- (c) afternoon shift means any shift commencing at or after 10.00 am and before 8.00 pm.
- (d) night shift means any shift in which the majority of hours worked in the shift occur at night between the hours of 6.00 pm and 6.00 am.

### **55.2 The ordinary hours of duty of a shiftworker will not exceed:**

- (a) an average of 38 hours per week; or
- (b) 152 hours in 28 consecutive days; and
- (c) will be worked on any day in shifts of 8 hours (or as otherwise agreed) which will include a paid meal break of 30 minutes.

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

### **55.3 Afternoon and night shift allowance**

- (a) A shiftworker whilst on afternoon shift will be paid 15% more than the ordinary rate for such shift.
- (b) A shiftworker whilst on night shift will be paid 25% more than the ordinary rate for such shift.
- (c) An employee who remains on night shift for a longer period than 4 consecutive weeks will be paid for the whole time during such period on night shift at the rate of 30% more than the ordinary rate.

### **55.4 For the purposes of a night payment, an employee who works continuously for a period exceeding 4 weeks on a night shift, irrespective of a break of up to 2 shifts during the usual shift cycle, shall be paid 30% more than the ordinary rate.**

### **55.5 Rosters**

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

## **56 Change in Rostered Hours of Duty**

### **56.1 Employees will be given a regular starting and ceasing time for each day, which should not be changed unless at least 7 days' notice is given and no alteration should be made during the currency of the week in which the notice is given.**

- 56.2 Provided that where, for reasons other than the sickness or absence of an employee, of which the agency did not have 7 days' notice, the agency finds it essential to require an employee:
- (a) without at least 7 days' notice; and
  - (b) to perform ordinary duty at other than the rostered hours of duty on any day, payment to that employee will be made at the:
    - (i) appropriate overtime rate for duty performed outside the rostered hours of duty; and
    - (ii) at the usual rate for that portion of the duty which falls within the rostered shift.
- 56.3 Payment of the penalty rate as prescribed in clause 56.2 will be continued for each change of shift until such time as the employee has received 7 days' notice of change of shift.
- 56.4 This penalty rate is in substitution for any other penalty, which would otherwise apply to that portion of the duty, which falls outside the normal rostered shift.

## **57 Saturday Duty**

- 57.1 For duty not in excess of the prescribed weekly hours, payment will be made at the rate of half-time additional to the ordinary rate of pay.
- 57.2 For the purposes of this clause, extra payment for Saturday duty will be granted for any scheduled duty performed between midnight on Friday and midnight on Saturday.
- 57.3 The extra rates prescribed in this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 55 (Hours of Duty – Shiftwork), but the provisions of this clause will not prejudice any right of an employee to obtain alternatively, any higher rate in respect of this work by virtue of any other provision in this Part.
- 57.4 Overtime on a Saturday will be paid for in accordance with clause 60 (Additional Hours and Overtime).

## **58 Sunday and Public Holiday Pay**

### **58.1 Ordinary duty**

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

*Note: This means that the effective rate of payment for Sunday duty is 200%. In other words, an employee receiving \$10 per hour as their ordinary rate of pay would receive a payment of \$20 per hour for Sunday duty. Similarly for duty on a public holiday the effective rate would be 250%. As with the earlier example, an employee would receive an hourly payment of \$25 per hour.*

## 58.2 Overtime

- (a) Subject to this clause, duty in excess of the prescribed weekly hours will be paid for at the rate of single time additional to ordinary rate of pay for Sunday duty, and single time and a half additional to ordinary rate for public holiday duty provided that in the case of an overtime attendance not continuous with ordinary duty, the payment so resulting will be subject to the minimum overtime payment provisions contained in clause 60 (Additional Hours and Overtime).

*Note: Clause 60.10 provides for a minimum payment of 4 hours of overtime for overtime that is not continuous with ordinary time.*

## 58.3 Rostered off duty on a public holiday

- (a) Where, in a cycle of shifts on a regular roster, an employee is required to perform rostered duty on each of the days of the week, that employee may in respect of a public holiday which occurs on a day on which an employee is rostered off duty, be granted, if practicable a days leave in lieu of that holiday to be included with annual leave or otherwise as may be agreed.
- (b) Where in any case, it is not practicable to grant a days leave, an employee will be paid instead, one days pay at the ordinary rate.

## 58.4 General provisions

For the purposes of this clause:

- (a) duty broken by a meal period will not constitute more than one attendance.
- (b) extra payment for Sunday and holiday duty will be granted for the actual time worked on the Sunday or holiday. Provided that:
  - (i) where a shift falls partly on a Sunday or public holiday, the whole shift will be regarded as the Sunday or holiday shift, if the major proportion (i.e. 50% or more) falls on the Sunday or holiday;
  - (ii) where 2 shifts fall on the one Sunday or public holiday, only one shift will be regarded as the Sunday or holiday shift; and
  - (iii) where overtime commences on a Sunday or public holiday the appropriate rate will continue until the completion of the overtime.
- (c) The period for which the additional payment prescribed by this clause will be paid based on the actual time worked in each fortnightly period.
- (d) The extra rates prescribed in this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 55 (Hours of Duty - Shiftworkers).

## 59 Christmas Falling on a Saturday or Sunday

- 59.1 Except as provided in clauses 59.2 and 59.3 an employee will be paid in accordance with the public holiday provisions of clause 58 (Sunday and Public Holiday Pay) for duty performed on 25 December.

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

- (a) for duty on 25 December
  - (i) except as provided in clause 59.2(a)(ii) in accordance with the public holiday provisions of clause 58 (Sunday and Public Holiday Pay);
  - (ii) if rostered for duty on 27 December but not rostered for duty on 25 December but performing duty on that day - in accordance with the Sunday duty provisions of clause 58 (Sunday and Public Holiday Pay).
- (b) for duty on 27 December
  - (i) except as provided in clause 59.2(b)(ii) in accordance with the Sunday duty provisions of clause 58 (Sunday and Public Holiday Pay);
  - (ii) if rostered for duty on 27 December but not rostered for duty on 25 December but performing duty on that day – in accordance with the public holiday provisions of clause 58 (Sunday and Public Holiday Pay).

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

- (a) for duty on 25 December
  - (i) except as provided in clause 59.3(a)(ii) in accordance with the public holiday provisions of clause 58 (Sunday and Public Holiday Pay);
  - (ii) if rostered for duty on the substituted day but not rostered for duty on 25 December but performing duty on that day – in accordance with clause 57 (Saturday Duty).
- (b) for duty on the substituted day
  - (i) except as provided in clause 59.3(b)(ii) in accordance with clause 57 (Saturday Duty);
  - (ii) if rostered for duty on the substituted day but not rostered for duty on 25 December but performing duty on that day in accordance with the public holiday provisions of clause 58 (Sunday and Public Holiday Pay).

## 60 Additional Hours and Overtime

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

60.2 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.

### 60.3 Reasonable Request to work Overtime

Employees are expected to be available to work reasonable additional hours if required by the agency. An employee may refuse to work additional hours or overtime in circumstances where the working of such additional hours or overtime would result in an 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) an 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 an employee of their intention to refuse to work the additional hours;
- (e) the needs of the agency or work unit;
- (f) whether an employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which an employee works;
- (h) the nature of an 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 an employee;
- (j) any other relevant fact.

### 60.4 Eligibility for overtime

- (a) Overtime is worked by prior direction or, if circumstances do not permit prior direction, is subsequently approved in writing.
- (b) Unless authorised by the Commissioner, an employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Aboriginal Health Practitioner Level 5 is not eligible to receive overtime payment or time off in lieu.
- (c) For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.

### 60.5 Calculation of Overtime Payments

- (a) Overtime is calculated based on actual time worked.
- (b) The hourly rate for overtime payment will be ascertained by applying the following formulae:

(i) Time and a half rate:

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

(ii) Double time rate:

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

(iii) Double time and a half rate:

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

- (c) In applying the relevant formula at clause 60.5(b) prescribed weekly hours before overtime is payable are 38.
- (d) An employee's salary for the purpose of calculation of overtime will include higher duties and other allowances in the nature of salary.

#### 60.6 Payment for overtime – day worker

All work done by a day worker in excess of the ordinary hours will be paid for at the rate of time and a half for the first 2 hours and double time thereafter, such double time to continue until the completion of the overtime work.

#### 60.7 Payment for overtime – shiftworker

- (a) For work done by a shiftworker in excess of the ordinary hours, double time will be paid.
- (b) Provided that this will not apply to arrangements between an employees themselves, or in cases due to the rotation of shift, or when the relief does not come on duty at the proper time.
- (c) For all time of duty after an employee has finished their ordinary shift, such unrelieved employee will be paid time and a half for the first 8 hours and double time thereafter.

#### 60.8 Part-time Overtime (Non-Shiftworkers)

- (a) A part-time employee meeting the overtime eligibility requirements of clause 60.4 may elect to undertake additional hours and will be paid at single time in respect of duty performed outside the agreed hours, subject to the duty:
- (i) being within the span of hours; and
- (ii) not exceeding on any day, a maximum of the period of duty as applicable to an equivalent full-time employee; and

- (iii) not exceeding in any week, a maximum of 38 hours regular and extra duty as applicable to an equivalent full-time employee.
- (b) A part-time employee meeting the eligibility requirements of clause 60.4 who is directed to perform duty which is outside their agreed hours will be paid overtime at the applicable overtime rates.
- (c) Where a part-time employee is regularly performing overtime (paid at overtime rates) or additional hours (paid at single time rates), during periods within the parameters listed in clause 60.8(a) the part-time employee's agreed hours may be reviewed and, subject to agreement in accordance with clause 22.4 (Part-time Employment), increased in line with the extra hours (overtime or additional hours) regularly being performed. The review should consider the ability of an employee to be able to complete the additional hours and whether there are other options to meet the additional hours. Where following the review the agreed hours are not increased, an employee shall be paid at the rate of single time for all extra hours performed within the parameters in clause 60.8(a).

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

#### 60.9 Rest period

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, who has not had at least 10 consecutive hours off duty between those times, will, subject to this clause, be released after completion of the overtime until an employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the time off duty.
- (c) Provided that, if on the instruction of the agency, such employee resumes or continues work without having had 10 consecutive hours off duty, an employee will be paid at double rate until released from duty for that period and will then be entitled to be absent until an employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.
- (d) The provisions of this clause will apply in the case of shiftworkers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) for the purpose of changing shift rosters; or
  - (ii) where a shiftworker does not report for duty.
- (e) Overtime worked which is subject to the minimum overtime payment provisions of clause 60.10 will not be regarded as overtime for the purposes of this clause where the actual time worked is less than 3 hours on the recall or on each of the recalls.

- (f) This clause will not apply where a shift is worked by arrangement between employees themselves.

#### 60.10 Minimum payments

- (a) Subject to the provisions of this clause, where an employee is required to perform overtime duty, and such duty is not continuous with ordinary duty, the minimum overtime payment for each separate overtime attendance will be for 4 hours at the prescribed overtime rate.
- (b) For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.
- (c) Where an overtime attendance not continuous with ordinary duty involves duty both before and after midnight, the minimum payment provisions of this clause will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.
- (d) (The provisions of this clause will apply to overtime duty performed by employees whilst in a restrictive situation specified in clauses 63 (on-call and standby) and 64 (Restriction Duty) provided that:
  - (i) the minimum overtime payment will be for 3 hours in lieu of 4 hours as prescribed in clause 60.10(a); and
  - (ii) where more than one attendance is involved, the minimum overtime payment provisions will (subject to a minimum payment of 3 hours), not operate to increase remuneration beyond that to which an employee would have been entitled had an employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.
- (e) Notwithstanding the provisions of clauses 60.10(a) and, the minimum payment provisions will not apply where it is customary for an employee to return to the place of work to perform a specific job outside ordinary working hours.

#### 60.11 Emergency Duty

- (a) An employee called on duty to meet an emergency at a time when an employee would not ordinarily have been on duty, and no notice of such call was given to an employee prior to ceasing ordinary duty, an employee will be paid for such emergency duty at the rate of double time.
- (b) The time for which payment will be made will include time necessarily spent in travelling to and from duty.
- (c) The minimum payment under clause 60.11 will be for 2 hours at double time.
- (d) Where, in the opinion of the CEO, it is essential in the interests of health that respite from work be granted to an employee who has been called up for emergency duty, an employee may be relieved from duty on their next regular

shift, without deduction from their wages, for a period not exceeding the number of hours extra duty worked.

- (e) In no case will the period of relief from duty extend into a second rostered tour of duty.
- (f) The clause will not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

#### 60.12 Crib time

- (a) An employee working overtime will be allowed a crib time of 20 minutes without deduction of pay after each 4 hours of overtime worked if an employee continues to work after the crib time.
- (b) Unless the period of overtime is less than 2 hours an employee, before starting overtime after working their ordinary hours, will be allowed a meal break of 20 minutes which will be paid at ordinary rates.
- (c) The officer in charge and an employee may agree to any variation of this provision to meet the circumstances of the work in hand but the agency will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

#### 60.13 Time off in lieu

- (a) Time off may be granted in lieu of overtime with the agreement of an employee at the ordinary time rate. Where time off in lieu of a payment has been agreed, and an employee has not been granted that time off within a period of 8 months, payment at the overtime rate according to an employee's salary at the time of payment will be made.
- (b) An employee who is to receive payment in accordance with clause 60.13(a) and is promoted beyond the salary barrier for payment of overtime, will be paid at the salary rate applicable to an employee immediately prior to an employee's promotion.
- (c) The maximum amount of time off in lieu that can be accrued is 40 hours.

### 61 Facilitative Provisions – AHP6, AHP7 and AHP8

61.1 Notwithstanding any other provision of this Agreement, in exceptional circumstances the CEO may approve the application of the following provisions to employees employed at the AHP6, AHP7 and AHP8 level:

Clause	Provision
60	Additional Hours and Overtime
62	On call and Standby

61.2 For the purposes of this clause, **exceptional circumstances** may include:

- (a) where an AHP6, AHP7 or AHP8 is required to perform additional hours to provide clinical operational support for clinical and safe outcomes (i.e. not an employee's

usual management/administrative duties or taking ad hoc phone calls out of hours); or

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

## **62 Ambulance Duty**

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

## **63 On call and Standby**

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

### **63.2 On call**

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

### **63.3 Standby**

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

- 63.4 Subject to this clause, the rate of payment made to an employee in the respective categories of restrictive situations will be as follows:
- (a) On call – the night rate or day/night rate (whichever is applicable) as specified in Schedule D;
  - (b) Standby – half an employee’s ordinary rate of pay for the proportion of the period of standing by calculated as follows:
    - (i) three quarters of that part of the period of restriction which occurs on any day within the first 14 hours after an employee’s normal commencing time of ordinary duty, or after the time at which an employee last commenced ordinary duty, whichever is the later; and
    - (ii) one quarter of any period of restriction occurring in any 24 hours period outside the 14 hours referred to in clause 63.4(b)(i).
  - (c) Provided that, any part of a period of restriction in respect of which an employee receives payment under provisions other than those in this clause; e.g. overtime or excess travelling time, will not be included in the period of restriction for purposes of calculating standby payments under this clause.
  - (d) No payment will be made to an employee under this clause for a period of restriction in respect of any part of which an employee does not adhere to the required degree of readiness or does not observe the instructions of the CEO as to restrictions outside ordinary hours of duty.
  - (e) Payment for standby will be subject to the following conditions:
    - (i) payment will be calculated based on the actual time worked;
    - (ii) the maximum hourly rate of pay will be calculated on the maximum rate of pay prescribed in Public Sector Employment and Management By-law 38.
  - (f) Where an employee is required to attend to perform overtime or holiday ordinary duty, the payment for such attendance will be subject to the minimum payment provisions contained in either clause 60 (Additional Hours and Overtime) or clause 58 (Sunday and Public Holiday Pay) as the case requires.

#### **64 Restriction Duty**

An employee will be eligible to Restriction Duty (On call and Standby clause 63) in accordance with By-law 38.

#### **65 Tea Breaks**

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

## Part 8 Leave

### 66 Recreation Leave

#### 66.1 Definitions

For the purpose of this clause:

- (a) **month** means a calendar month.
- (b) **shiftworker** means an employee who is rostered to work ordinary shifts on any of the 7 days of the week; and is regularly rostered to perform work on Sundays and Public Holidays.
- (c) **year** means a calendar year.

#### 66.2 Recreation Leave

- (a) An employee (except for a casual employee) is entitled to:
  - (i) four weeks paid recreation leave per year;
  - (ii) an additional 2 weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This shall not affect and shall be in addition to the entitlement under clause 66.2(a)(iii); and
  - (iii) an additional 7 consecutive days including non-working days paid recreation leave per year for a 7 day shiftworker, provided that a shiftworker rostered to perform duty on less than 10 Sundays during a year is entitled to additional paid recreation leave at the rate of half a day for each Sunday rostered.

*Note: With respect to clause 66.2(a)(iii) or the purposes of the National Employment Standards, a shiftworker is an employee who is rostered to work ordinary shifts on any of the 7 days of the week; and is regularly rostered to perform work on Sundays and Public Holidays.*

- (b) A rostered overtime shift of 3 hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clause 66.2(a)(iii).

#### 66.3 Accrual of Leave

- (a) An employee's entitlement to paid recreation leave accrues progressively during a year of service according to an 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 their 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 their ordinary hours of work or, agreed hours of work if a part-time employee.

- (e) Recreation leave accumulates from year to year.

#### 66.4 Granting of Leave

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

#### 66.5 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under clause 68, an employee is entitled to their full rate of pay that an employee would have been paid had the public holiday fallen on a day that an employee was not on recreation leave; and
- (b) the period of the public holiday is not deducted from an employee's recreation leave entitlement.

#### 66.6 Excess Leave

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

#### 66.7 Cash-out of Leave

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

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

#### 66.8 Access to other leave entitlements while on recreation leave

- (a) An employee may access the following leave during a period of recreation leave:
  - (i) personal leave, provided the leave is supported by documentary evidence as set out in clause 70.6 (Personal Leave); and/or
  - (ii) compassionate leave, provided the leave is supported by the notice and evidence requirements as set out in clause 74.7 (Compassionate Leave).
- (b) The CEO may grant personal leave and/or compassionate leave, as applicable, and authorise the equivalent period of recreation leave to be re-credited.

(c) Where recreation leave had been previously approved on half pay:

- (i) any personal leave granted in lieu shall also be at half pay; and
- (ii) any compassionate leave granted in lieu shall be at full pay

and the recreation leave previously taken at half pay will be re-credited.

*For example: An employee who accesses 3 days compassionate leave will have 1.5 days recreation leave recredited.*

#### 66.9 Payment in Lieu

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

### 67 Recreation Leave Loading

#### 67.1 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 67.1(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 reference period of the previous year.
- (b) In the case of a shiftworker who would have been entitled to shift penalties in excess of the maximum payment referred to in clause 67.1(a)(ii) had an employee not been on recreation leave, the amount of the recreation leave loading shall be equivalent to the shift penalties in accordance with clause 55.3.

#### 67.2 Recreation Leave and Shiftwork Penalties

- (a) A shiftworker on approved paid recreation leave will receive shiftwork penalties as if they were rostered on to perform duty during the period of recreation leave. Such payments will be referred to as 'penalties in lieu of shiftwork' payments (PILS).
- (b) The payment of PILS is subject to the following:

- (i) an employee is approved to take at least one days recreation leave;
  - (ii) recreation leave has been deducted for the shift that an employee would have worked on that day;
  - (iii) where a forecasted roster has not been provided with a recreation leave application then PILS will be calculated based on an employee's previous 6 months of shiftwork payments under clauses 55.3, 57.1 and 58.1.
- (c) A shiftworker on recreation leave at half pay as per clause 68 will be paid PILS. Such penalties will be calculated based on the period of leave which counts for service in accordance with clause 68 and will be paid at 50% for the entire period in accordance with clause 68.
  - (d) Where an employee has been approved to cash-out their recreation leave in accordance with clause 66.7, payment will be calculated based on an employee's previous 6 months of shiftwork payments under clauses 55.3, 57.1 and 58.1.

#### 67.3 Payment of recreation leave loading

- (a) With the exception of shiftworkers, an employee who is approved to use at least one week of recreation leave may apply for an accrued recreation leave loading.
- (b) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loading plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.
- (c) Where an employee commenced and ceased employment in the same year, an employee's salary for purposes of calculation of the leave loading at clause 67.3(b) will be the salary payable had an employee been employed on 1 January of that year.

#### 67.4 Automatic Cash-out

- (a) Where an employee has 2 or more recreation leave loadings, the following automatic payment provisions shall apply:
  - (i) the common cash-up date for the automatic payment of recreation leave loadings is the second pay day in January of each year or in any case by the end of January each year;
  - (ii) an employee with 2 accrued recreation leave loadings as at 1 January shall have one recreation leave loading automatically paid on the common cash-up date of that year;
  - (iii) an employee with 3 or more accrued recreation leave loadings as at 1 January shall have 2 recreation leave loadings automatically paid on the common cash-up date of that year;
  - (iv) Recreation leave loadings will be paid in the order of accrual; and
  - (v) Recreation leave loadings will continue to be taxed in accordance with current Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.

- (b) The automatic payment of recreation leave loadings shall not apply to shiftworkers.

## **68 Recreation Leave at Half Pay**

68.1 An employee may apply to utilise one or more weeks of an employee's recreation leave at half pay, in order to double the period of leave.

68.2 An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.

68.3 Where an employee utilises an amount of recreation leave at half pay:

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

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

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

68.4 A period of recreation leave at half pay does not break continuity of service.

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

*For example: If an employee utilises 2 weeks recreation leave over a period of 4 weeks at half pay, service based entitlements (e.g. personal leave, long service leave, paid parental leave) will be deferred by 2 weeks.*

## **69 Flexible Lifestyle (Purchased) Leave**

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

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

69.3 Eligibility

An employee must:

- (a) have completed 12 months continuous service;
- (b) not have any excess recreation leave, as defined in clause 66.6 (Excess Leave); and
- (c) have exhausted their long service leave entitlements or satisfied the conditions of clause 81 (Long Service Leave).

69.4 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 an employee's gross fortnightly salary over a 12 month period, or shorter period approved by the CEO.

#### 69.5 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 66.6 (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 an employee will be reimbursed monies paid.
- (c) Flexible lifestyle leave may be taken in periods of 2 or more days.
- (d) A flexible lifestyle leave arrangement must be in writing and is non-renewable. On the expiry of an existing arrangement, an employee may lodge a new application for approval by the CEO.
- (e) Flexible lifestyle leave is available for use 3 months from the commencement date of the arrangement.

#### 69.6 Effect on Other Entitlements

- (a) Flexible lifestyle leave will count as service for all purposes.
- (b) Flexible lifestyle leave does not attract a 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 an employee's flexible lifestyle leave balance.
- (d) Recreation leave at half pay is not available while a flexible lifestyle leave arrangement is in place.
- (e) 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 an 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.

#### 69.7 Independent advice

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

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

## 69.8 Cessation of Arrangement

- (a) A flexible lifestyle leave arrangement may cease in the following ways:
  - (i) The specified term of the flexible lifestyle leave arrangement expires.
  - (ii) By an employee providing the CEO 4 weeks' written notice requesting to terminate the arrangement, and the CEO approving an employee's request.
  - (iii) At the initiative of the CEO, on the giving of 3 months written notice to an employee, along with reasons for the cessation.
  - (iv) An employee ceases employment with the NTPS.
  - (v) An 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, an employee will be reimbursed a lump sum payment, the amount of any unused flexible lifestyle leave. The reimbursement will be paid within 2 months of the cessation of the arrangement.

## 70 Personal Leave

### 70.1 General

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

- (a) because an employee is not fit for work because of a personal illness, or personal injury affecting an employee (sick leave); or
- (b) to provide care or support to a member of an 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);
  - (ii) an unexpected emergency affecting the member (carer's leave); or
- (c) to attend, or to provide care or support to a member of an employee's immediate family or household to attend, a medical appointment with a registered health practitioner for preventative care, surgical procedure or to discuss health issues.

### 70.2 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 on each anniversary of an employee's commencement date subject to clause 70.2(g).
- (b) A fixed period full-time employee is entitled to:
  - (i) two days paid personal leave on commencement of employment;

- (ii) up to one week of paid personal leave for each period of 2 months service provided that the total leave does not exceed 3 weeks within the first 12 months of service; and
  - (iii) three weeks paid personal leave annually on the anniversary of an 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 70.2(a) will be taken to have applied from the date of commencement of fixed period employment, and an 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 an employee's agreed hours of work.
  - (e) Casual employees are not entitled to paid personal leave.
  - (f) Paid personal leave is cumulative.
  - (g) An employee's paid personal leave entitlement will be deferred by any period of:
    - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 70.6;
    - (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.

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

- (a) Casual employees are entitled to 2 days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clauses 70.5 and 70.6.
- (b) Unpaid carer's leave may be taken as a single unbroken period of up to 2 days or any separate periods as agreed between an employee and the CEO.
- (c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 70.3(a).

#### 70.4 Additional Personal Leave

Where paid personal leave credits are exhausted:

- (a) Unpaid carer's leave
  - (i) An employee is entitled to access up to 2 days unpaid carer's leave on each occasion that an employee requires carer's leave.
  - (ii) Carer's leave may be taken as a single unbroken period of up to 2 days or any separate periods as agreed between an employee and the CEO.
  - (iii) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 70.4(a)(i).

- (b) An employee may apply for, and the CEO may grant, after considering all the circumstances:
  - (i) additional personal leave on half pay, which cannot be converted to full pay; or
  - (ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.
- (c) Additional leave utilised under clause 70.4 is subject to the notice and evidence requirements in clauses 70.5 and 70.6.

#### 70.5 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 an employee to give prior notice of absence due to circumstances beyond an employee's control, an employee will notify their manager by telephone of such absence at the first opportunity of such absence.

#### 70.6 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 an employee to make the application.
- (b) Subject to clause 70.6(e), 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 70.1(a) or 70.1(c), an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
  - (i) where an employee is not fit for work, due to a personal illness or personal injury, a medical certificate from a registered health practitioner;
  - (ii) where an employee attends a medical appointment and clause 70.6(b)(i) does not apply, a certificate of attendance from a registered health practitioner or from a person who works for a registered health practitioner; or
  - (iii) if it is not reasonably practicable for an 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.
  - (iv) or other evidence that demonstrates the leave taken was due to a personal illness or personal injury that is acceptable to the CEO.
- (c) Subject to clause 70.6(e), 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 70.1(b) or 70.1(c), an

employee must, as soon as reasonably practicable, provide the CEO with the following documentary evidence:

- (i) where an employee's immediate family or household member requires care or support because of a personal illness or personal injury, evidence which may include a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires an employee's care or support to the extent that they will not be able to attend for duty; or
  - (ii) where an employee attends a medical appointment and clause 70.6(c)(i) does not apply, a certificate of attendance from a registered health practitioner or from a person who works for a registered health practitioner, stating the condition of the person concerned and that the condition requires an employee's care or support to the extent that they will not be able to attend for duty; or
  - (iii) other evidence acceptable to the CEO that demonstrates the leave taken was due to a personal illness or personal injury of an employee's immediate family or household member and that the condition requires an employee's care or support to the extent they will not be able to attend for duty; or
  - (iv) evidence acceptable to the CEO stating the unexpected emergency, and that this unexpected emergency required an employee's care or support; and
  - (v) a CEO may request further additional evidence about the requirement to provide care or support where an employee is on personal leave.
- (d) For the purpose of clause 70.6(b)(ii) and 70.6(c)(ii), the period which may be approved by the CEO as personal leave with documentary evidence shall include a reasonable amount of time taken to attend the appointment and the associated travel time in respect to the attendance.

*Note: Employees accessing personal leave without documentary evidence must only access it in accordance with clause 70.1.*

- (e) An employee may access personal leave without providing documentary evidence, up to a maximum of 5 days or the equivalent number of hours of duty per personal leave year, provided that no more than 3 of those days may be consecutive working days or the equivalent number of hours of duty.
- (f) An employee who is a shiftworker may access personal leave without providing documentary evidence up to a maximum of an employee's weekly hours or 5 shifts, whichever is the greater, provided that no more than 3 of those shifts may be consecutive working days.

#### 70.7 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of clauses 70.5 and 70.6 and the recreation leave and long service leave provisions, an employee may access paid personal leave during periods of recreation and long service leave.
- (b) Where recreation leave or long service leave had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

## 70.8 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 an 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 70.8(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 70.8(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 an employee's return to duty will be subject to the findings of the medical examination.

- (c) The CEO will not grant sick leave where an 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.

## 70.9 Personal leave – Workers Compensation

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

## **71 Defence Service Leave**

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

71.2 Defence Service Leave entitlements include:

- (a) up to 4 weeks' paid leave during each financial year for the purpose of undertaking Defence Service, including training and operational duty;

- (b) an additional 2 weeks' paid leave during an employee's first year of Defence Service, to facilitate an employee's participation in additional training, including induction requirements.

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

71.4 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.

71.5 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.

71.6 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 an employee will submit any claim to the Australian Department of Defence.

## **72 War Service Leave**

72.1 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.

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

72.3 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 an 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 an employee's Defence Service (as permitted under this clause) caused condition or illness.

#### 72.4 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 9 weeks at full pay; and
  - (ii) an accumulative credit of 3 weeks at full pay.
- (b) After each period of 12 months service a further accumulative credit of 3 weeks at full pay, subject to a maximum balance of 9 weeks cumulative accrual at any time.
- (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 70.6;
  - (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 72.3. For avoidance of doubt, a subsequent condition or illness does not entitle an employee to a further 9 weeks or more than 3 weeks accumulation per 12 months of service.

#### 72.5 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 70.

#### 72.6 Recognition of Prior Service

- (a) For the purposes of this clause, all periods of service with the NTPS, 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.

### **73 Infectious Disease Leave**

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

- (a) an employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act 1981*; and
- (b) by reason of any law of the Territory or state or territory of the Commonwealth is required to be isolated from other persons,

the CEO may grant

- (c) sick leave for any period during which an 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 an employee does not actually suffer from illness.

73.2 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*.

## **74 Compassionate Leave**

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

- (a) a member of an 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 an employee's immediate family, or a member of an employee's household, if the child had been born alive.

74.2 An employee may take up to 3 days of compassionate leave on each occasion of the death of a member of an employee's extended family.

74.3 An employee may take up to 3 days of compassionate leave if they or their partner experiences a miscarriage.

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

74.5 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.

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

74.7 Notice 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 74.7(c), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.
- (c) In relation to leave under clause 74.3 (miscarriage), an employee must produce a medical certificate from a medical practitioner stating that an employee's pregnancy or their partner's pregnancy has ended.

74.8 Compassionate leave whilst on recreation leave

- (a) Subject to the requirement of clause 74.7 and the recreation leave provisions, an employee may access paid compassionate leave during periods of recreation leave.
- (b) Where recreation leave had previously been approved on half pay, any compassionate leave granted in lieu shall be at full pay and the recreation leave previously taken at half pay will be recredited.

*For example: An employee who accessed 3 days compassionate leave will have 1.5 days of recreation leave recredited*

**75 Domestic, Family and Sexual Violence Leave**

75.1 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.

75.2 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 an employee's children; or
- (e) other related purposes approved by the CEO.

75.3 Domestic, Family and Sexual Violence Leave is in addition to other leave entitlements and counts as service for all purposes.

75.4 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.

75.5 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).

## 76 Foster and Kinship Carers Leave

76.1 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).

76.2 Carer Placement Leave

- (a) An employee may access Carer Placement Leave where an 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 an 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.

76.3 Carer Assessment and Training Leave

- (a) An employee may access up to 5 days paid Carer Assessment and Training Leave per calendar year.
- (b) An 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*.

76.4 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.

76.5 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 70;
- (b) compassionate leave – refer to clause 74;
- (c) permanent care order application leave – refer to clause 80;
- (d) parental leave, including primary caregiver parental leave and partner leave – refer to clause 80.

## **77 Cultural and Ceremonial Leave**

- 77.1 The agency recognises the important role Aboriginal Health Practitioners play in their community. Employees who adhere to Aboriginal cultural practices and traditions should be supported to access paid cultural leave when necessarily required by Aboriginal culture to be absent from work for ceremonial purposes.
- 77.2 An employee is entitled up to 10 days paid cultural leave for cultural or ceremonial obligations each 12 months for the purposes of undertaking their cultural or ceremonial obligations for the community or group to which an employee belongs.
- 77.3 The CEO may, on application grant leave subject to clauses 77.5 and 77.6.
- 77.4 The CEO will have regard for an employee’s cultural or ceremonial obligations and may grant a further period of unpaid cultural and ceremonial leave, which should not be unreasonably refused.
- 77.5 Notice Requirements
- An employee must make all reasonable efforts to advise the CEO as soon as reasonably practicable of the period or expected period of the cultural or ceremonial leave.
- 77.6 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.
- 77.7 Alternately an employee may access their paid recreation or long service leave entitlements for the purpose of undertaking cultural or ceremonial obligations if a further period of leave is required.
- 77.8 Cultural Ceremonial leave is non accumulative.

*Note: Access to long service leave entitlements is subject to the minimum period set out in clause 81.*

## **78 NAIDOC Week Leave**

In recognition of the workforce being entirely Aboriginal employees:

- 78.1 Employees may access up to one day paid leave per year to attend and participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities (e.g. NAIDOC March).
- 78.2 When applying for leave employees are required to certify they will be attending a recognised NAIDOC week activity.

78.3 To assist in ensuring adequate staffing arrangements employees are required to provide reasonable notice of when they intend to take this leave and any additional leave that they may access.

## **79 Kinship Obligation Leave**

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

79.2 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 an employee belongs.

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

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

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

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

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

79.5 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.

79.6 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.

## **80 Parental Leave**

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

80.1 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 an employee or an employee's spouse (including the birth of a child by way of a surrogacy arrangement);

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

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

## 80.2 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 an employee, an employee's spouse or an employee's legal surrogate; or
  - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with an 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 an employee under a long term or permanent care order.

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

Where an employee is employed under 2 or more separate contracts of employment at the same time, as permitted under s 38A of the PSEM Act, and the employee requires parental leave under each contract, continuous service will be determined with respect to the total period of service with the employer.

- (c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:
  - (i) the day on which an employee first takes parental responsibility for the child; or
  - (ii) the day on which an 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 an employee has undertaken a previous engagement with the employer, and:
    - A. the employer terminated the previous engagement;

- B. an employee was re-employed within 3 months after termination of the previous engagement; and
- C. the total employment period (i.e. the current employment and previous engagement) is at least 12 months.
- (e) **medical certificate** means a certificate signed by a medical practitioner.
- (f) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 1995* and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 80.10.
- (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.

### 80.3 Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (clause 80)	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
	<i>*Note: The amount of paid leave for employees with less than 12 months or 5 years (whichever is applicable) depends on the employee's continuous service at commencement of parental leave and the employee achieving the service requirements during the first 14 or 18 weeks of parental leave. The table in clause 80 is used to calculate the amount of pro rata leave.</i>			
	Less than 12 months or eligible casual employee	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
<b>Partner leave (clause 80)</b>	At least 5 years	2 weeks	154 weeks	3 years
<b>Pre-natal leave (clause 80.4)</b>	All employees (excludes casuals)	8 hours		8 hours
<b>Leave for pregnancy-related illness (clause 80.5)</b>	All employees	<i>(No paid leave under parental leave. Employee can elect to use accrued paid personal leave entitlements)</i>	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
<b>No safe job leave (clauses 80.6(f) and 80.6(g))</b>	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in clause 80.6(a))	For the entire risk period (as defined in clause 80.6(a))
	Where an employee is entitled to primary caregiver parental leave	For the entire risk period (as defined in clause 80.6(a))		For the entire risk period (as defined in clause 80.6(a))
<b>Pre-adoption leave/ permanent care order application (clause 80.7)</b>	Less than 12 months service or eligible casual employees	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
<b>Special maternity leave (miscarriage) (clause 80.11(b))</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
<b>Special maternity leave (stillbirth) (clause 80.11(c))</b>	All employees	As for primary caregiver parental leave  Compassionate leave is also available	As for Primary caregiver parental leave	As for Primary caregiver parental leave

#### 80.4 Pre-natal leave

- (a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling 8 hours per pregnancy, to enable an employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to 8 hours unpaid leave per pregnancy.
- (b) An employee must comply with the notice and evidence requirements set out in clause 80.12 to access pre-natal leave.

#### 80.5 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 an employee has a pregnancy related illness will not be deducted from the maximum period of primary caregiver parental leave that an 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 an employee starts primary caregiver parental leave.

#### 80.6 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 an employee's pregnancy, or hazards connected with the work assigned to an employee, make it inadvisable for an 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 an employee to an appropriate safe job during the risk period.
- (c) Unless agreed by an employee, an employee transferred to an appropriate safe job will have no other change to an employee's terms and conditions of employment until the commencement of parental leave.
- (d) During the risk period, an employee is entitled to an employee's full rate of pay (for the position they were in before the transfer) for the hours that an 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 an 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 an employee does not work, if:

- (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer an employee;
  - (ii) an employee is entitled to primary caregiver parental leave in association with the pregnancy and birth; and
  - (iii) an employee has complied with the notice and evidence requirements set out in clause 80.12 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 an employee;
  - (ii) an 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, an 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, an 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).

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

- (a) An employee seeking to adopt a child is entitled to take 2 days pre-adoption or permanent care order application leave for the purposes of attending interviews or examinations required:
  - (i) in order to obtain approval for an employee's adoption of a child; or
  - (ii) when making an application for a permanent care order.
- (b) Leave may be taken as a block of 2 days or any separate periods as agreed between an 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 80.12 to access pre-adoption leave.

#### 80.8 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 80.8(b)(v), an employee with at least 39 weeks continuous service, but less than 4 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) 52 weeks for employees with less than 12 months continuous service; or
- 2) 3 years for employees with 12 months continuous service or more.

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

*Examples:*

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

*An Employee with 2 years continuous service at the commencement of parental leave 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 80.8(b)(vi) an employee with at least 4 years and 35 weeks continuous service at the time of commencing parental leave is entitled to up to 3 years primary caregiver parental leave, comprising of (A) and (B) below:

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

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

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

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

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

*Examples:*

*An Employee with 4 years and 35 weeks continuous service at the commencement of parental leave receives 15 weeks paid leave and 141 weeks unpaid leave (156-15=141).*

*An Employee with 4 years and 36 weeks continuous service at the commencement of parental leave 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 80.8(b)(iii), provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental leave. Where an 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 42 (Integrity of Payments).
- (vi) Employees with at least 4 years and 35 weeks but less than 5 years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 80.8(b)(iv), provided they will achieve 5 years continuous service during the first 18 weeks of their primary caregiver parental leave. Where an employee ceases employment (e.g. resigns) before achieving 5 years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance with clause 42 (Integrity of Payments).

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

- (vii) 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 6 weeks immediately prior to the expected birth of the child as nominated by a pregnant employee but no later than the date of birth of the child.

Associated with the adoption of a child, or the placement of a child under a permanent or long term care order	Any time within the 2 weeks immediately before the placement but no later than the day of the placement.
All other cases	The date of birth or the placement.

(d) Exemptions to primary caregiver parental leave

- (i) An employee is not entitled to primary caregiver parental leave in circumstances where:
- A. an employee's spouse (whether an NTPS employee or not) meets the definition of 'primary caregiver' as set out in clause 80.2(h); or
  - B. the employee has taken (or is eligible for) partner leave entitlements under clause 80.9 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 newborn 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.

## 80.9 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 80.2(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 3 years partner leave, comprising of:
- A. 1 week paid partner leave, and
  - B. 155 weeks unpaid partner leave.
- (iii) An employee who has completed at least 5 years continuous service at the time of commencing partner leave is entitled to up to 3 years partner leave, comprising of:
- A. 2 weeks paid partner leave, and

- B. 154 weeks unpaid partner leave.
- (b) Taking partner leave
- (i) Partner leave may commence up to 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: 3 years from the date of birth or placement of the child.
  - (iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to 8 weeks of their total partner leave entitlement in clause 80.9(a) in separate periods, but each block of partner leave must not be less than 2 weeks, unless the CEO agrees otherwise.
  - (iv) An employee must comply with the notice and evidence requirements set out in clause 80.12 in order to access partner leave.

*Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 80.9(b)(iii) or the combined parental leave provisions in clause 80.10.*

- (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 80.10) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:
    - A. an employee’s spouse is the primary caregiver at and immediately following the birth or placement of the child;
    - B. an employee’s spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least 5 years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);
    - C. as a consequence of an employee’s spouse no longer being the primary caregiver, an employee has taken over caring responsibilities for the child such that an employee is the person who now meets the child’s physical needs more than anyone else; and
    - D. an employee has complied with the notice and evidence requirements set out in clause 80.12.
  - (ii) The portion of their unpaid partner leave that an employee is entitled to be paid is equivalent to the period between the date on which an employee took over caring responsibilities for the child from an employee’s spouse and:

- A. for employees with at least 12 months but less than 5 years continuous service: 14 weeks from the birth or placement of the child; or
- B. for employees with at least 5 years continuous service: 18 weeks from the birth or placement of the child.

#### 80.10 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 3 years parental leave;
  - (ii) each employee is eligible for paid parental leave; and
  - (iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.
- (b) Combined parental leave is subject to the following requirements:
  - (i) compliance with the notice and evidence requirements for taking parental leave set out in clause 80.12;
  - (ii) a maximum of 2 interchanges of employees sharing combined parental leave; and
  - (iii) evidence that parental leave will be utilised by both members of the NTPS employee couple.
- (c) For the avoidance of doubt, where an NTPS employee couple combines their paid parental leave entitlements and 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.

#### 80.11 Special maternity leave

- (a) An employee who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where an 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 74.

- (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 80.8) as if the child had been born alive.
  - (ii) An employee may also access compassionate leave in accordance with clause 74.

80.12 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 circumstances the notice and evidence required must be provided as soon as practicable.

	<b>Timeframe to provide notice</b>	<b>Types of notice required</b>	<b>What must be included in the notice</b>
<b>Primary caregiver parental leave (clause 80.8) and partner leave (clause 80.9)</b>			
<b>Intention to take primary caregiver leave or partner leave</b>	10 weeks prior to commencement date of leave	<b>Written notice and evidence</b> that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)	Confirmation that an employee intends to take leave and the proposed start and end dates.
<b>Prior to commencement of the primary caregiver leave or partner leave</b>	4 weeks prior to commencement date of leave	<b>Written notice and evidence</b> that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)  And a <b>statutory declaration</b>	<b>Written notice:</b>  confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and  <u>if the leave is birth related leave:</u> the date of birth, or expected date of birth of the child; or  <u>if the leave is adoption/permanent care order related leave:</u> the day of placement, or the expected placement, of the child.

	<b>Timeframe to provide notice</b>	<b>Types of notice required</b>	<b>What must be included in the notice</b>
			<p><b>Statutory declaration:</b></p> <p><u>if the request is for primary caregiver leave:</u> a statement that an employee will become the primary caregiver at all times while on leave; or</p> <p><u>if the request is for partner leave:</u> a statement that an employee will have responsibility for the care of the child at all times while on leave.</p>
<b>Pregnancy related illness (clause 80.5)</b>			
<b>All circumstances</b>	As soon as reasonably practicable (which may be a time after the leave has started)	<b>Written notice and a medical certificate</b>	<p><b>Written notice:</b></p> <p>the proposed start and end date of the leave</p> <p><b>Medical certificate:</b></p> <p>stating the employee is unfit for work for the stated period because of a pregnancy-related illness.</p>
<b>Special maternity leave (clause 80.11)</b>			
<b>Miscarriage or Stillbirth</b>	As soon as reasonably practicable (which may be a time after the leave has started)	<b>Written notice and a medical certificate</b>	<p><b>Written notice:</b></p> <ul style="list-style-type: none"> <li>- the proposed start and end date of the special maternity leave</li> </ul> <p><b>Medical certificate:</b></p> <ul style="list-style-type: none"> <li>- stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.</li> </ul>
<b>Pre-adoption or permanent care order application leave (clause 80.7)</b>			
<b>All circumstances</b>	As soon as practicable (which may be a time after the leave has started)	<b>Written notice, and at the request of the CEO satisfactory evidence</b> supporting the leave.	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending

	<b>Timeframe to provide notice</b>	<b>Types of notice required</b>	<b>What must be included in the notice</b>
			appointments relating to pre-adoption or permanent care order application.
<b>Pre-natal leave (80.4)</b>			
<b>Per occasion</b>	As soon as reasonably practicable	<b>Written notice</b> , and at the request of the CEO <b>satisfactory evidence</b> supporting the leave.	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

#### 80.13 Keeping in touch days

- (a) During a period of parental leave, the CEO and employee may agree to an 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 an 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 an employee is on paid parental leave at the time, an 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.

#### 80.14 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 an 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 an employee recommences their parental leave.
- (c) Any NTPS employment engaged in by an employee in accordance with this clause will not prevent an employee from re-commencing parental leave, nor will it extend the maximum period of parental leave (paid and unpaid entitlements) an 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.

## 80.15 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 80.8 or 80.9, is entitled to extend their period of parental leave up to the full 12 month period, provided that:
    - A. an employee notifies the CEO in writing at least 4 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.
  - (ii) An employee that has made a request to extend their parental leave in accordance with clause 80.15(a) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:
    - A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible casual employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or
    - B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed 3 years after the date of birth or day of placement of a child.
- (b) Where the initial period of parental leave is more than 12 months
  - (i) An employee who is on an initial period of parental leave of more than 12 months under clause 80.8 or 80.9 and is eligible for up to 3 years parental leave, is entitled to request that their period of parental leave be extended, provided that:
    - A. an employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and
    - B. the new end date of parental leave is not beyond 3 years after the date of birth or day of placement of the child.
  - (ii) An 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 80.15(b)(i).
  - (iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 80.18 below.
- (c) For the avoidance of doubt, an employee who has taken 3 years parental leave (i.e. their maximum entitlement) is not entitled to extend their period of parental leave.

## 80.16 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.
  - (ii) This clause only applies in relation to the following forms of parental leave:
    - A. Primary Caregiver Parental Leave, as per clause 80.8.
    - B. Special Maternity Leave (stillbirth), as per clause 80.11(c).
    - C. Clause 80.16(a) applies to Partner Leave, where an employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 80.16(b) does not apply to Partner Leave, including periods of paid Partner Leave where an employee takes over caring responsibilities for their child under clause 80.9(c).
  - (iii) This clause does not apply to casual employees.
- (d) Should an 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 80.16(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 80.16(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 an employee had been at work.*

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

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

- (a) Returning to work within the first 6 weeks of birth
  - (i) An employee who is the birth giver and elects to return work within the first 6 weeks following the birth of the child must provide a medical certificate stating that an 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 an employee makes an application to the CEO in writing at least:
    - A. four weeks before an employee’s preferred date of return where an employee is on parental leave for a period up to 52 weeks; or
    - B. 12 weeks before an employee’s preferred date of return where an 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 80.18 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 4 weeks written notice that an 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 an 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 an employee has been on parental leave for a period in excess of 52 weeks.

(e) Returning to work on reduced hours

- (i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to 6 months in order to care for their child.
- (ii) Where an employee makes an election under clause 80.17(e)(i), notification must be given as soon as possible but no less than 8 weeks prior to the date that an employee is due to return to work from parental leave.
- (iii) Part-time employment will be facilitated in accordance with clause 22 (Part-time employment).
- (iv) The CEO must facilitate an election made by an employee under this clause.
- (v) Where the CEO agrees, an employee may continue on reduced hours for a period greater than 6 months.

(f) Returning to pre-parental leave position

- (i) An employee returning from parental leave is entitled to the position which an 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 an employee has elected to return to work on reduced hours for up to 6 months in accordance with clause 80.17(e)(i) and the election cannot be accommodated as per clause 80.17(f)(i), an employee is entitled to alternative duties. Whilst undertaking alternative duties, an

employee is entitled to their full rate of pay (for the position an employee would otherwise have returned to) for the ordinary hours that an employee works.

- (iii) In circumstances where an employee was transferred to an appropriate safe job in accordance with clause 80.6, an employee's pre-parental leave position will be the position an employee held prior to the appropriate safe job transfer.
- (iv) In circumstances where an employee was promoted to a new position while on parental leave, an employee is entitled to return to the new position.

#### 80.18 CEO review of certain employee requests

- (a) This clause applies to an employee's request to:
  - (i) extend parental leave (clause 80.15);
  - (ii) return to work early (clause 80.17); or
  - (iii) reduce their ordinary hours of work for a period greater than 6 months (clause 80.17(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 an employee's circumstances. Provided an employee request is genuinely based on an employee's parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in clause 4(x).
- (d) An employee request and the CEO's response must be recorded in writing.

#### 80.19 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 or long term care placement of a subsequent child. An employee may elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.
- (d) Parental leave at half pay
  - (i) An employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which an employee would otherwise be entitled.
  - (ii) Where an employee utilises half pay parental leave, leave entitlements will accrue as if an 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 an 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 80.19(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 an employee; and
    - B. provide an employee an opportunity to discuss any significant effect the change will have on the status, pay, location or responsibility level of an 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, an employee's intention to return to work or an employee's intention to make a request to work reduced hours in accordance with clause 80.17(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 an employee who is being replaced; and
    - C. rights of the CEO to require an employee on parental leave to return to work if an 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 80.19(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.

## **81 Long Service Leave**

### Interpretation

For the purposes of this clause:

- (a) "month" means:
  - (i) when calculating or using a whole month, a calendar month; or
  - (ii) when calculating or using a fraction of a month, 30 calendar days;
- (b) "service" means duty performed including approved periods of paid leave and periods of unpaid leave which have been specified as counting as service for all purposes;
- (c) "recognised employer" means an employer who is determined by the Commissioner to be a recognised employer;
- (d) "qualifying service" means the period of actual service with the NTPS and/or a recognised employer.

### **81.2 Entitlement**

An employee is entitled to paid long service leave:

- (a) of 3 calendar months after completing 10 years of continuous service; and
- (b) for service after 10 years an additional 9 calendar days on completion of each subsequent year of continuous service.

### **81.3 Maximum credit**

- (a) Subject to clause 81.3(c), an employee is required to use a long service leave entitlement within 3 years of:

- (i) the 10 year entitlement accruing; or
- (ii) the 11 to 20 year entitlement accruing;

provided that the CEO and an employee may agree to temporarily defer the leave to meet special circumstances which will include, but not be limited to, agency and/or personal needs.

- (b) An employee who has not obtained approval from the CEO to delay the utilisation of their long service leave beyond the 3 year limit specified in clause 81.3 will:
  - (i) be directed by the CEO to utilise the 10 year long service leave entitlement from a date which suits the needs of the agency; or
  - (ii) have the 10 year long service leave entitlement cashed out from the date determined in clause 81.3(b)(i).
- (c) Nothing in this section will require an employee:
  - (i) to use their entitlement where an employee was aged 45 years, or over at 7 March 1999 and was then employed in the NTPS and remained in that employment; or
  - (ii) to use their entitlement where, on 7 March 1996, an employee has accrued 20 years of service; or
  - (iii) to use their accrued entitlement for the twenty-first and subsequent years of service.

#### 81.4 Effect of leave on entitlement

- (a) The following types of leave without pay do not count as service for long service leave purposes:
  - (i) personal leave not covered by medical evidence;
  - (ii) full time union duties with an employee organisation representing NTPS employees;
  - (iii) any other forms of leave specified in the Agreement as not counting as service;

but do not break continuity of service, unless the Commissioner determines otherwise.

- (b) Effect of workers compensation:
  - (i) An absence covered by workers' compensation will not break continuity of service but will not count as service for the purpose of accrual; and
  - (ii) an employee cannot take long service leave during a period of worker's compensation.

#### 81.5 Full and part time service

- (a) Employees with a combination of separate periods of:
  - (i) service rendered in a full time capacity; and
  - (ii) service rendered in less than a full time capacity;

will have their long service leave entitlement recorded separately for each period of service but will be entitled to utilise long service leave after completing 10 years of combined service.

- (b) Any service in a less than full time capacity which is concurrent with service in a full time capacity will be excluded.

#### 81.6 Granting of long service leave

- (a) The CEO may, upon application and subject to agency requirements, grant an employee long service leave on either:
  - (i) full pay, to the extent of available entitlements at the time of commencing leave; or
  - (ii) half pay, provided that the leave will not exceed twice the entitlement available pursuant to clause 81.6(a)(i) provided that the leave taken is in multiples of 3 calendar days and a minimum of 7 calendar days both of full time equivalent; or
  - (iii) full pay, providing at least half the entitlement applied for is to be utilised as leave, with the balance of the amount applied for to be paid out in lieu.
- (b) Long service leave will be granted in months and tenths of a month provided that an employee will not be granted a period of leave of less than 7 calendar days;
- (c) Notwithstanding clause 81.6(b), the CEO may grant an employee employed in a teaching capacity, or school based administrative capacity, long service leave for a period of less than 7 days.
- (d) An employee will not in separate applications apply for periods of long service leave that are separated by a Saturday, Sunday or public holiday.

#### 81.7 Payment during leave

- (a) An employee who is on long service leave is entitled to be paid the ordinary salary payable in relation to their designation and in this context “salary” includes:
  - (i) qualifications allowances;
  - (ii) allowances expressed as all-purpose allowances under the relevant Award or Enterprise Agreement;
  - (iii) higher duties allowance in so far as the allowance would have been paid but for an employee's absence;
  - (iv) Northern Territory Allowance where an employee, or a recognised dependent of an employee, remains in the Northern Territory; and
  - (v) any other allowance determined by the Commissioner to form salary for the purposes of long service leave; but
  - (vi) “salary” will not include shift penalties or allowances paid in lieu of shift penalties as part of salary.
- (b) Payment of long service leave for an employee who has a long service leave entitlement based on:
  - (i) only full time service, will be at an employee's current rate of salary for their designation;

- (ii) only less than the full time service, with:
  - A. consistent hours of work per week will be at an employee's current rate of salary for their designation, reduced to an hourly rate, multiplied by the fixed hours of work per week;
  - B. varying hours of work per week will be at an employee's current rate of salary for their designation, reduced to an hourly rate, multiplied by the average hours of work per week. The average weekly hours will be calculated over the period of service; or
- (iii) a combination of clause 81.7(b)(i) full time credits, and clause 81.7(b)(ii) less than full time credits, will be paid in accordance with the credit being used and the methods of payment prescribed in clause 81.7(b)(i) and/or clause 81.7(b)(ii).

#### 81.8 No additional days

Weekends, public holidays, programmed days off and rostered days off are a part of long service leave and do not extend the period of leave.

#### 81.9 Illness during leave

Where an employee becomes ill or is injured during a period of long service leave and the illness or injury is supported by medical evidence:

- (a) the CEO may grant personal (sick) leave in accordance with clause 70 and authorise the equivalent period of long service leave to be re-credited; and
- (b) where long service leave had previously been approved on half pay, any personal (sick) leave granted in lieu shall also be at half pay based on an employee's ordinary hours of duty

*Note: Payment of a long service leave entitlement under clause 81.7(b) at a different rate to an employee's contracted or agreed hours of duty does not change an employee's 'ordinary hours of duty' (i.e. full time or part time) referred to in clause 81.9(b).*

#### 81.10 Prior service

- (a) The CEO may recognise an employee's prior service with a recognised employer, as determined by the Commissioner, for long service leave purposes, after 2 years' service with the NTPS.
- (b) An employee may apply to the CEO for their service with a recognised employer(s) to be counted as service for the purpose of this clause provided that:
  - (i) where the break in service between the recognised employer(s) does not exceed 2 months:
    - A. the period of the break does not break the continuity of employment, but it does not count as service; and
    - B. after 10 years qualifying service within any continuous period of employment, an employee entitled to paid long service leave of 3 calendar months; or

- (ii) where the break in service between the recognised employer(s) exceeds 2 months, but does not exceed 12 months:
  - A. the period of the break does not break the continuity of employment, but does not count as service; and
  - B. after 10 years qualifying service within any continuous period of employment, an employee is entitled to paid long service leave of 9 calendar days for each completed year of current service with the NTPS only.
- (iii) Breaks in service between recognised employers of greater than 12 months will break continuity of employment for all purposes.
- (c) The Commissioner may, in special circumstances, treat prior service under clause 81.10(b)(ii) as if it were prior service under clause 81.10(b)(i).
- (d) Subject to clauses 81.10(b), 81.10(b)(iii) and 81.10(c):
  - (i) prior service with recognised employer(s) will be credited at the rate of 9 calendar days for each year of service, less any long service leave utilised or payment made in lieu, unless payments from a recognised employer exceed NTPS calculations, in which case the excess will be disregarded; or
  - (ii) where prior service with the NTPS or its predecessor employers accrued at the rate of 12 calendar days per month, the period of prior service will be credited at the rate of 12 calendar days per month for each year of continuous prior service only.
- (e) An application under clause 81.10(b) in relation to prior service with a recognised employer will be made in writing to the CEO and will be accompanied by a statement signed by or on behalf of the recognised employer setting out:
  - (i) the date of commencement of the prior service and date of cessation of employment;
  - (ii) the nature of the prior service (e.g. full time, part time or casual);
  - (iii) the hours for each period of employment;
  - (iv) the period of service in relation to which long service leave has been taken or for which a lump sum payment in lieu has been paid, including gratuity payments based on length of service; and
  - (v) details of periods which did not count as service.
- (f) An application under clause 81.10(b) in relation to prior service with an employer other than a recognised employer will be made in writing to the CEO and will be accompanied by a statement setting out:
  - (i) the proper name of the employer;
  - (ii) reference to the authority (either an Act or Regulation) under which the employer is or was constituted;

- (iii) the designation, classification or description of the position held by an applicant;
- (iv) an applicant's date of commencement and cessation of duty;
- (v) the nature of the employment (e.g. full time, part time or casual);
- (vi) the hours of work for each period of employment;
- (vii) the period of service (if any) for which long service leave has been taken by an employee or in relation to which a lump sum payment has been made to an employee including gratuity payments based on length of service; and
- (viii) details of periods which did not count as service.

#### 81.11 Unrecorded prior service

- (a) Where an application is made under this clause in relation to a period with respect to which records are not available, the application will be supported by:
  - (i) a statement signed by the applicant; and
  - (ii) two statements signed by each of 2 other persons who were associated with an applicant during the relevant period or periods,

setting out as precisely as possible details of an applicant's employment in relation to the period or periods in question and in particular:

- (iii) individual periods of service (month to month);
  - (iv) the nature and location of service (and if more than one each one);
  - (v) the person who supervised an employee;
  - (vi) the association between an employee and the persons who provide the statements referred to in clause 81.11(a)(ii);
  - (vii) the period of service (if any) for which long service leave has been taken by an employee or in relation to which a lump sum payment has been made to an employee including gratuity payments based on length of service;
  - (viii) details of periods which did not count as service; and
  - (ix) any other relevant information.
- (b) Normally the requirements specified in clause 81.11(a) are minimum requirements but where an applicant cannot satisfy the requirements set out in that clause, any other evidence such as taxation payment summaries or other independent documentary evidence may be submitted to assist in consideration of the application.
  - (c) Where specific dates are not provided, unrecorded prior service will be calculated from the fifteenth day of a month and/or to the fifteenth day of a month.
  - (d) Where the claim substantially conforms to the requirements of clause 81.11(a) or where a claim does not conform to the requirements of clauses 81.11(a) or 81.11(b), the claim will be determined by the CEO. Otherwise, the application will

be forwarded to the Commissioner together with the accompanying documents for consideration by the Commissioner.

81.12 Payment in lieu of prior service

Where an employee has received a lump sum payment in lieu of long service leave in relation to prior service an employee will not be permitted to pay the amount so received or any portion of the amount to the Territory for the purposes of obtaining an entitlement to long service leave from the Territory.

81.13 Entitlement restricted to one employer

Where an employee has prior service with more than one recognised employer at the same time, an employee may aggregate the time served so long as the time claimed for the purposes of service for long service leave does not exceed the total weekly hours normally applicable in relation to work of the kind in question.

81.14 Payment in lieu

- (a) The CEO shall authorise payment in lieu of an accrued entitlement to an employee who has at least 10 years' service and is ceasing their employment.
- (b) An employee will be eligible for payment in lieu on cessation of employment, after one year of service:
  - (i) when retired under the provisions of section 48 of the Act;
  - (ii) when ceasing on or after attaining 55 years of age;
  - (iii) on redundancy; or
  - (iv) on death.
- (c) Where an employee dies or, after consideration of all the circumstances the Commissioner has directed that an employee will be presumed to have died on a particular date, the CEO may authorise payment in lieu of long service leave, calculated in accordance with clause 81.14(c):
  - (i) to an employee's legal personal representative; or
  - (ii) when authorised by an employee's legal personal representative, to another person or persons at the CEO's discretion.
- (d) Salary for calculation of any payment in lieu will not include:
  - (i) shift penalties or allowances in lieu;
  - (ii) Northern Territory allowance; and
  - (iii) any allowance paid as a compensatory allowance.
- (e) The following formula will be used to calculate payment in lieu:

$$([A \times 0.3] \text{ minus } B) \times \frac{C}{12}$$

where

A = completed years and months of service expressed as a fraction

B = any leave granted and/or previous payments made in lieu

C = annual salary

(f) The following formula will be used to convert weekly wages to annual salary:

$$\text{weekly wage} \times \frac{313}{6}$$

#### 81.15 Payment on resignation or completion of contract - less than 10 years' service

*Note: This provision does not apply on termination of employment due to discipline, inability (other than medical) or unsatisfactory performance.*

The CEO shall authorise a special entitlement to payment in lieu of long service leave to an employee on resignation or completion of contract of employment, as follows:

- (a) 22.5 calendar days after 7 completed years of service;
- (b) 45 calendar days after 8 completed years of service; or
- (c) 67.5 calendar days after 9 completed years of service.

Payment under this clause will be calculated using the following formula:

$$\frac{\text{calendar days}}{30} \times \frac{\text{annual salary}}{12}$$

## 82 Public Holidays

82.1 This clause is subject to the NES outlined under section 114 of the FW Act.

82.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act 1981* (NT).

82.3 An employee will observe any day proclaimed or gazetted as a public holiday.

82.4 An employee may be required to work on any public holiday.

## 83 Christmas Closedown

83.1 The CEO will consult with relevant employees where the agency, or part of the agency, will close down for a nominated period and where the closedown will occur provided that:

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

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

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

## 84 Emergency Leave

84.1 The CEO may, if satisfied that there is sufficient cause, grant an employee emergency leave on full pay not exceeding 3 days in any year.

84.2 On any occasion, leave is available as a single day or part of a day (i.e. not consecutive days) to deal with the emergency. After dealing with the emergency situation, where an employee requires a further period off work, an employee may apply to take another form of leave (e.g. recreation leave, carer's leave, special leave without pay).

*Note: This clause does not reduce recreation leave credits, however, it is a different form of leave that is only to be used in emergencies as set out in this clause. A CEO has an obligation to consider whether other forms of paid leave would be more appropriate in the particular circumstances surrounding the application.*

84.3 For the purposes of this clause:

- (a) **emergency** means a sudden, unexpected and serious situation where an employee is unable to attend work or is required to return home before an employee's usual ceasing time to ensure their personal safety or the protection of an employee's family and/or property.
- (b) **sufficient cause** means an emergency of which the employee could not reasonably be expected to have prior knowledge; and
- (c) **any year** means a period equivalent to an employee's annual personal leave accrual period.

## 85 Release for Jury Service

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

85.2 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 an employee to provide evidence that would satisfy a reasonable person that the absence is because an employee has been, or will be, engaging in jury service.

#### 85.3 Jury service during paid leave

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

#### 85.4 Payments during jury service

- (a) The CEO will release an 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.*

### **86 Leave to Attend Industrial Proceedings**

86.1 An employee required by summons or subpoena to attend industrial proceedings, or to give evidence in proceedings affecting an employee will be granted paid leave.

86.2 Leave to attend industrial proceedings counts as service for all purposes.

### **87 Leave to Attend Arbitration Business**

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

- (a) leave will not be granted to more than 2 employees who are representatives of an organisation at the 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 3 months in any 12 months.

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

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

### **88 Release to Attend as a Witness**

88.1 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 an employee from duty, without deduction from pay or accrued leave entitlements, during the period necessary to attend.

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

88.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clauses 88.1 and 88.2, an employee will be granted:

- (a) leave without pay; or
- (b) recreation leave; and
- (c) any fees or allowances received as a result of the attendance may be retained by the employee.

## **89 Leave for Grievance and Dispute Resolution Training**

89.1 Leave of absence will be granted to an employee to attend short training courses or seminars on the following conditions:

- (a) that agency operating requirements permit the grant of leave; and
- (b) that the scope, content and level of the short course or seminar are directed to a better understanding of grievance handling and dispute resolution.

89.2 Leave granted under clause 89.1 will be with full pay at ordinary time, excluding shift, penalty or overtime payments, and will count as service for all purposes.

## **90 Gender Transition Leave**

90.1 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 an employee's legal status or amend an employee's gender on legal documentation;
- (d) other similar appointments or procedures to give effect to an employee's transition approved by the CEO.

90.2 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.

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

- (a) Employees who are transitioning their gender are entitled to 4 weeks of paid leave and up to 48 weeks unpaid leave for the purpose of supporting their gender transition.
- (b) Gender Transition Leave may be taken in a continuous period, single or part days over a 3 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 an 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.

### 90.4 Notice and evidence requirements

- (a) Applications for leave will be dealt with confidentially and sensitively.
- (b) An employee must provide at least 2 weeks' notice of the need to take leave under this clause and the expected duration of leave. A shorter notice period may be agreed with the CEO.
- (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.

## 91 Health Screening Leave

91.1 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.

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

### 91.3 Notice and evidence requirements

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

## 92 Blood and Plasma Donor Leave

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

## 93 Supporting Living Organ Donor Leave

93.1 Organ Donor Leave may be granted to employees who participate in the Australian Government's [Supporting Living Organ Donors Program](#) (the Program).

- 93.2 The program is managed by the Department of Health, Disability and Ageing, and provides payment to an employer to support staff members who intend to donate either a kidney or a partial liver.
- 93.3 The CEO may approve a re-credit of a period of leave taken for the purposes of the Program.
- 93.4 For the purposes of clause 93.3, the recredit shall be equivalent to the value of any eligible payment received by the agency from the Program.

#### **94 Special Leave Without Pay**

- 94.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.
- 94.2 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.
- 94.3 Special leave without pay will not count as service for any purpose.
- 94.4 An employee will not be permitted access to accrued entitlements, or any condition of service during a period of special leave without pay.

#### **95 Leave to engage in voluntary emergency management activities**

- 95.1 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 (including for prevention, preparation, response or recovery purposes) 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 within the meaning of the *Fire and Emergency Management Act 2016*.
  - (b) who engages in community service necessarily rendered following a natural disaster, subject to any limitations imposed by the CEO.
- 95.2 Leave granted with pay may include reasonable rest time immediately following the activity.
- 95.3 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.

- (b) 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.

## **Part 9 Preserved Entitlements for Long Term Employees**

### **96 Northern Territory Allowance**

- (a) Subject to satisfying the annual review requirements, an employee in receipt of the Northern Territory Allowance on and from 22 November 2019 will be eligible to continue to receive the allowance as per By-law 26 and By-law 49.
- (b) Where an employee who is eligible to receive the allowance under clause 96(a) ceases eligibility to the allowance, they shall not be eligible to recommence claiming the allowance for any future dependency purposes.

### **97 Airfares and Other Related Entitlements**

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

- (a) Group A is an employee who is a compulsory transferee as defined clause 4(h).
- (b) Group B is an employee who was:
  - (i) employed prior to 1 August 1987; or
  - (ii) appointed to the Northern Territory Teaching Service prior to 12 April 1990; or
  - (iii) permanently transferred in accordance with the *Public Employment Mobility Act 1989* to the Northern Territory Public Service or the Northern Territory Teaching Service with a date of commencement in public employment preceding 1 August 1987 or 12 April 1990, respectively.
- (c) Group A employees are entitled to:
  - (i) All entitlements as per By-laws 45 – 54.
- (d) Group B employees are entitled to:
  - (i) Airfares as per By-law 33;
  - (ii) Kilometre Allowance as per By-law 34;
  - (iii) Travelling Time as per By-law 35;
- (e) ‘Cashing up’ of airfares on a common date for Group A and Group B employees:
  - (i) Leave airfare allowance will be paid to an eligible employee on the first pay day on or after 1 May of each year. Under these arrangements an employee’s accrual date remains the same, subject to deferral resulting from any leave without pay taken by an employee.
  - (ii) An employee may request in writing to receive payment of an accrued leave airfare allowance prior to the common payment date.

- (iii) An employee may request in writing that payment of the leave airfare allowance be deferred for the purposes of utilising kilometre allowance and travelling time. Such request must be given 2 months prior to the common payment date.
- (iv) Once payment has been made, there is no provision for an employee to repay monies in order to utilise kilometre allowance or travelling time.

**SIGNATORIES to the NTPS Aboriginal Health Practitioner 2025 –  
2029 Enterprise Agreement**



.....  
Commissioner for Public Employment

Name: Nicole Hurwood

Address: GPO Box 4371  
Darwin NT 0801

Dated: 24 February 2026



.....  
Director - United Workers Union

Name: Lyndal Ryan

Address: 833 Bourke Street,  
Docklands Vic 3008

Dated: 19.02.2026

## Schedule A      NTPS Redeployment and Redundancy Entitlements

### A.1      Definitions

A.1.1      For the purposes of these provisions:

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

### A.2      Consulting Relevant Unions

A.2.1      The CEO will make reasonable attempts to establish whether a potentially surplus employee is a union member and where union membership is established, must:

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

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

### A.3      Finding of Other Suitable Employment

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

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

A.3.3      Where other suitable employment for a potentially surplus employee or a surplus employee is identified an employee will be transferred. Where the transfer is to a

lower level designation and salary, the written consent of an employee is required and the income maintenance provisions of clause A.6.3 apply.

#### **A.4 Voluntary Retrenchment**

- A.4.1** Where a surplus employee is unable to be placed in other suitable employment, the employer may offer an employee a voluntary retrenchment.
- A.4.2** The surplus employee will have up to 7 days from the date of a written offer of voluntary retrenchment to consider and accept the offer.
- A.4.3** Where the surplus employee accepts a voluntary retrenchment, an employee is entitled to a period of 4 weeks notice from the date that the offer is accepted, or 5 weeks notice if an employee is over the age of 45 years.
- A.4.4** The surplus employee may be retrenched at any time within the period of notice under clause A.4.3, at the direction of the CEO or the request of an employee, in which case an employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.
- A.4.5** A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following weeks salary including, where applicable, Northern Territory allowance:
- (a) For an employee with at least one year but less than 2 years service: 4 weeks salary;
  - (b) For an employee with at least 2 years but less than 3 years service: 6 weeks salary;
  - (c) For an employee with between 3 years and 3 and a half years service: 7 weeks salary; and
  - (d) For an employee with greater than 3 and a half years service: 2 weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.
- A.4.6** For the purpose of calculating payment under clause A.4.5:
- (a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that an employee is a surplus employee, the salary level is an employee's salary in an employee's higher designation at the date of notification; and
  - (b) where an employee has been paid a loading (i.e. shiftwork payment) for shiftwork for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of "weeks salary".
- A.4.7** The inclusion of allowances or loadings as salary, other than those specified in clause A.4.6 will be at the discretion of the employer.
- A.4.8** The entitlement under:

- (a) clause A.4.3 constitutes notice for the purposes of section 117 of the FW Act; and
- (b) clause A.4.5 includes an employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.

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

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

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

## **A.5 Notice of Redundancy**

**A.5.1** A surplus employee cannot be given notice under this clause unless an employee has:

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

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

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

**A.5.3** In addition to notice of redundancy under clause A.5.2, a surplus employee must be given 4 weeks formal notice (or 5 weeks if an employee is over 45 years) where the relevant period of notice under clause A.5.2 has expired and an employee cannot be placed in other suitable employment and will be terminated.

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

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

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

- A.5.6** In accordance with clause A.3.2 during the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place a surplus employee into other suitable employment.
- A.5.7** With the approval of the CEO, a surplus employee who has received notice in accordance with clauses A.5.2 or A.5.3 may request that the termination occur before the expiry date of the notice period. The date requested then becomes the date of termination of employment.
- A.5.8** Where the CEO approves a request to terminate employment before the expiry date of the notice period, a surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses A.5.2 and A.5.3.
- A.5.9** A surplus employee who has declined an offer of voluntary retrenchment prior to clauses A.5.2 and A.5.3 being invoked, is not entitled to receive a greater payment under clause A.5.8 than an employee would have been entitled to receive had an employee been voluntarily retrenched.
- A.5.10** For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses A.5.2 or A.5.3 is entitled:
- (a) to reasonable leave with full pay; and
  - (b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

## **A.6 Transfer to Other Suitable Employment**

- A.6.1** A potentially surplus employee or a surplus employee is entitled to 4 weeks notice in the case of a transfer to a lower designation. By agreement between an employee and the CEO, the transfer may occur before the expiry of the 4 week notice period.
- A.6.2** A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving their household to a new location if, in the opinion of the employer the transfer is necessary to enable the employee to take up suitable employment.
- A.6.3** Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary an 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 a surplus employee under clause A.5.2; or
    - (ii) four weeks; or
  - (b) Where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to an employee under clause A.5.2.

- A.6.4** Income maintenance payments are calculated as follows:
- (a) an amount equivalent to the difference between an 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 an employee received notice of the transfer, the difference between an employee's higher duties salary and the lower salary upon transfer.

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

**A.6.6** An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of an employee's transfer which in the opinion of the employer were brought about by the transfer.

#### **A.7 Use of Accrued Personal Leave**

**A.7.1** Subject to clause A.7.2 the periods of notice under clauses A.5.2 and A.5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.

**A.7.2** For the purposes of an employee entitled to income maintenance under clause A.6.3, the total extension permitted under clause A.7.1 is capped at 6 months.

*For example: A 50 year old employee with 10 years service receives notice of redundancy under clause A.5.2(b). Ten weeks into the 52 week period of notice, an employee is transferred to a position of a lower designation and salary. An employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period an employee takes 4 weeks certificated personal leave, with the result that the total period of income maintenance ends up being 46 weeks.*

#### **A.8 Right of Review**

**A.8.1** A surplus employee will have a right of review to the Commissioner against any administrative decision made in relation to an employee's eligibility for benefits under these provisions or in relation to the amount of those benefits.

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

#### **A.9 Substitution or Other Provisions**

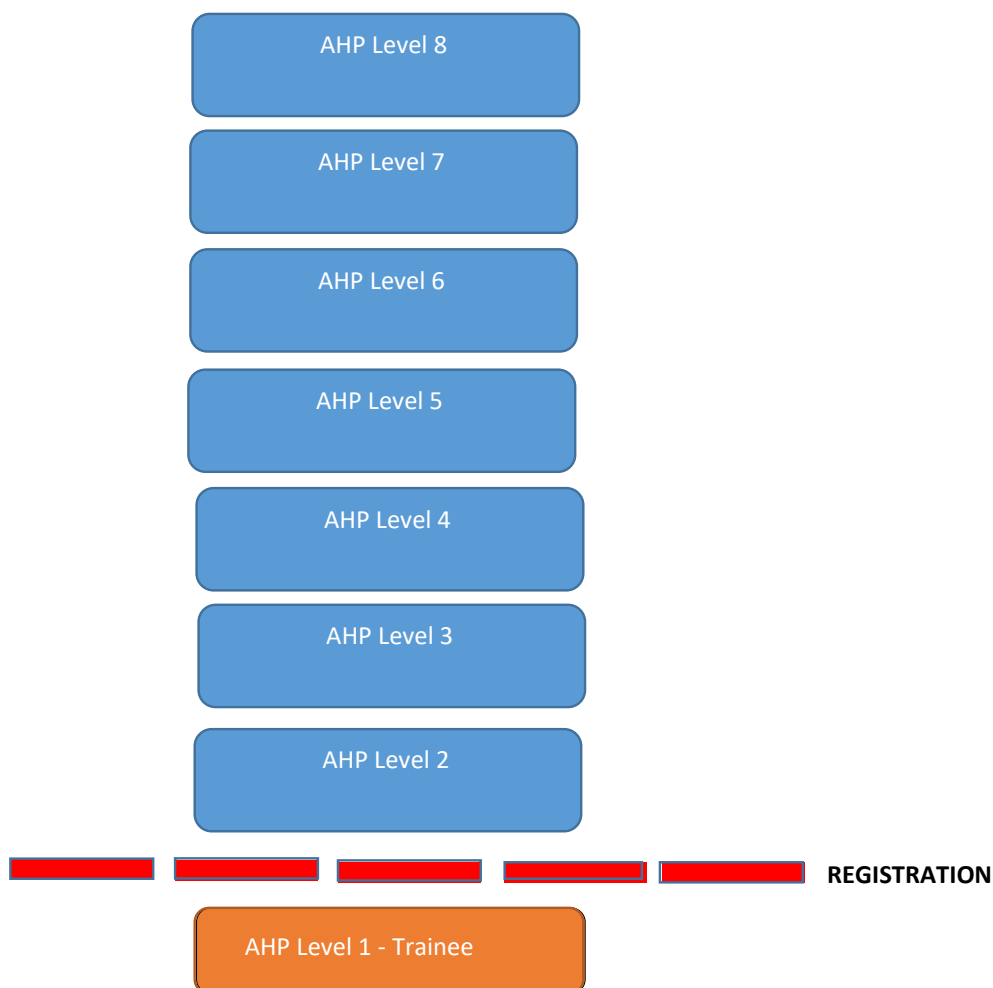
Where the employer and an employee (and where requested by an employee, the relevant union) agree, provisions may be applied to a potentially surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

#### **A.10 Exemption**

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



## Schedule B Aboriginal Health Practitioner Classification Structure



Aboriginal and Torres Strait Islander Health Practitioners are a regulated profession under the *Health Practitioner Regulation National Law Act 2009*, as in force in each state and territory.

This structure is underpinned by work value sub-factors and must be taken into consideration for appointments and advertising of any identified Aboriginal and Torres Strait Islander Health Practitioner classification levels; including the NTPS capability framework (CF); Benner model and principles; domains and credentials of the profession:

- current registration with the Australian Health Practitioner Regulation Agency (AHPRA) as an Aboriginal and/or Torres Strait Islander Health Practitioner;
- demonstrated evidence of professional capabilities as an Aboriginal and Torres Strait Islander Health Practitioner;
- clinical experience recognised for the purposes of determining correct classification levels;

- confirmation of Aboriginal and Torres Strait Islander; and
- minimum Australian Qualification Framework (AQF) requirement identified at classification levels.

### **Aboriginal Health Practitioner Level 1 – Trainee**

A Trainee Aboriginal Health Practitioner is a student enrolled in a Certificate IV program required for registration as an Aboriginal Health Practitioner. Throughout their studies, they progressively build their knowledge and skills to deliver culturally safe and effective primary health care for Aboriginal and Torres Strait Islander communities. By the end of their course, they are prepared to work in various health care settings, including acute care, population health, and primary health care, ensuring a holistic and culturally sensitive approach.

On successful completion of the course the CEO or delegate will offer a Trainee an ongoing position at the Aboriginal Health Practitioner 1 level subject to current registration with AHPRA as an Aboriginal and/or Torres Strait Islander Health Practitioner with no conditions, and ongoing satisfactory performance.

### **Aboriginal Health Practitioner Level 2 – Novice/New Graduate**

A new graduate or novice Practitioner through direct client contact is able to deliver Aboriginal and Torres Strait Islander primary health care practice in a variety of health care settings; including acute, population health and or primary health care sectors, within a culturally safe holistic concept and effective manner.

Responsible for providing services to clients according to specific instructions and processes and guidance provided by more senior Practitioners.

Minimum qualification requirement is AQF level 4 relevant to the profession and career pathways.

### **Aboriginal Health Practitioner Level 3 – Experienced Generalist**

Experienced Practitioner who has completed a minimum of 2 years practising as an Aboriginal and Torres Strait Islander Health Practitioner; consolidating professional capabilities and clinical practice through direct client contact in a variety of health care settings; including acute, population health and or primary health care sectors, thus enabling them the ability to recognise recurrent meaningful components of a situation.

Demonstrated ability to operate with some autonomy providing culturally responsive primary healthcare practice to Aboriginal & Torres Strait Islander people and their families within their scope of practice and health care plans.

Minimum qualification requirement is AQF level 4 relevant to the profession and career pathways.

### **Aboriginal Health Practitioner Level 4 – Advanced Generalist/Specialist/Emerging Leader**

A Practitioner with a good understanding of the health care system, able to provide culturally responsive frontline health and has been working effectively and autonomously as an experienced and competent Aboriginal and Torres Strait Islander Health Practitioner for a number of years. Can readily transfer knowledge gained from multiple previous experiences gained through direct contact in a variety of health care settings; including acute, population

health and or primary health care sectors; within an effective culturally responsive holistic health concept.

A Practitioner at this level will supervise, support and advise beginner and developing Practitioners.

Employees at this level would hold a minimum qualification requirement of AQF level 5 relevant to the profession and career pathways or be working towards that qualification or be able to demonstrate sufficient experience and practice to satisfy the CEO or delegate that they should be appointed to that level.

#### **Aboriginal Health Practitioner Level 5 – Advanced Generalist/Specialist/Emerging Leader**

A Practitioner who is a proficient practitioner; has the ability to plan and design service delivery with the provision of complex care. Readily transfer knowledge gained from extensive experience gained through direct client contact in a variety of health care settings; including acute, population health and or primary health care sectors; within an effective and culturally responsive holistic health concept; and able to deal with complex situations; and lead local community engagement.

Employees at this level would hold a minimum qualification requirement is AQF level 6 relevant to the profession and career pathways or be able to demonstrate sufficient experience and practice to satisfy the CEO or delegate that they should be appointed to that level.

#### **Aboriginal Health Practitioner Level 6 – Leadership and Management**

An Aboriginal Health Practitioner Manager with extensive experience as an Aboriginal Health Practitioner; manage the provision of a culturally responsive health service in a small primary healthcare centre; or manage a multidisciplinary outreach team or hospital division team. Practitioner expertise at this level has the ability to provide leadership, supervision and guidance, including responsibility for planning and management of others; engage and advocate at the community level.

Employees at this level would hold a minimum qualification requirement is AQF level 7 relevant to the profession and career pathways or be able to demonstrate sufficient experience and practice to satisfy the CEO or delegate that they should be appointed to that level.

#### **Aboriginal Health Practitioner Level 7 – Leadership and Management/Director**

Extensive leadership and managerial experience; providing leadership, advice and support across regional health services for the Aboriginal Health Practitioner profession, including advising executives on all aspects of the profession; leading the development of policies in relation to the education, clinical supervision, and recruitment and retention of Aboriginal Health Practitioners.

Employees at this level would hold a minimum qualification requirement is AQF level 7 relevant to the profession and career pathways or be able to demonstrate sufficient experience and practice to satisfy the CEO or delegate that they should be appointed to that level.

#### **Aboriginal Health Practitioner Level 8 – Chief Aboriginal Health Practitioner**

Chief Health Practitioner providing high level strategic support and advise to the Executive, CEO, and Minister on issues relevant the successful integration of the Aboriginal Health Practitioner profession into the continuum of care and services provided by the Department of Health.

Professional lead for the Northern Territory, with professional standing, providing representation of the profession at local, national and international levels.

Employees at this level would hold a minimum qualification requirement is AQF level 7 relevant to the profession and career pathways or be able to demonstrate sufficient experience and practice to satisfy the CEO or delegate that they should be appointed to that level.

## Schedule C                      Salaries

Designation	Old Salary Rates Effective 19.08.2024 \$ p.a.	Salary Rates Effective 14.08.2025 \$ p.a.	Salary Rates Effective 13.08.2026 \$ p.a.	Salary Rates Effective 12.08.2027 \$ p.a.	Salary Rates Effective 10.08.2028 \$ p.a.
AHP Class 1 (Trainee)		64,754	66,697	68,698	70,759
		65,966	67,945	69,983	72,082
		67,210	69,226	71,303	73,442
AHP Class 2	68,950	71,019	73,150	75,345	77,605
	70,814	72,938	75,126	77,380	79,701
	72,678	74,858	77,104	79,417	81,800
	74,543	76,779	79,082	81,454	83,898
	76,406	78,698	81,059	83,491	85,996
AHP Class 3	78,015	80,355	82,766	85,249	87,806
	82,391	84,863	87,409	90,031	92,732
	86,767	89,370	92,051	94,813	97,657
	91,142	93,876	96,692	99,593	102,581
	95,519	98,385	101,337	104,377	107,508
	99,895	102,892	105,979	109,158	112,433
AHP Class 4	102,893	105,980	109,159	112,434	115,807
	107,946	111,184	114,520	117,956	121,495
	113,001	116,391	119,883	123,479	127,183
AHP Class 5	116,392	119,884	123,481	127,185	131,001
	118,322	121,872	125,528	129,294	133,173
	120,252	123,860	127,576	131,403	135,345
AHP Class 6	123,860	127,576	131,403	135,345	139,405
	127,950	131,789	135,743	139,815	144,009
	132,040	136,001	140,081	144,283	148,611
AHP Class 7	136,003	140,083	144,285	148,614	153,072
	140,118	144,322	148,652	153,112	157,705
	144,233	148,560	153,017	157,608	162,336
	148,349	152,799	157,383	162,104	166,967
AHP Class 8	152,799	157,383	162,104	166,967	171,976
	156,781	161,484	166,329	171,319	176,459
	160,762	165,585	170,553	175,670	180,940
	164,745	169,687	174,778	180,021	185,422

## Schedule D Allowances

<b>Expense Related Allowances*</b>			
	Clause	Frequency	<b>RATES EFFECTIVE 01.01.2026</b>
<b>Remote Locality Electricity Subsidy</b>			
Basic Entitlement			
Special Category	52	p.a.	\$ 863
Category 1	52	p.a.	\$ 1,724
Category 2	52	p.a.	\$ 2,589
Category 3	52	p.a.	\$ 3,455
Dependant/After-Hours Rate			
Special Category	52	p.a.	\$ 1,079
Category 1	52	p.a.	\$ 2,159
Category 2	52	p.a.	\$ 3,237
Category 3	52	p.a.	\$ 4,319
<b>Overtime Meal Allowance</b>	47	day	\$ 27.00
<b>On call</b>			
- night rate	62	night	\$ 38.10
- day/night rate	62	night & day	\$ 57.00
Note:			
* The rates for the above allowances will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, as contained in CPE Determination 1 – Review of Allowances, issued with effect from 1 January each year.			
* The allowances will not reduce if the Darwin Consumer Price Index is negative.			

<b>Work Related Allowances</b>					
	Clause	<b>Rates effective 14.08.2025 \$ p.a.</b>	<b>Rates effective 13.08.2026 \$ p.a.</b>	<b>Rates effective 12.08.2027 \$ p.a.</b>	<b>Rates effective 10.08.2028 \$ p.a.</b>
<b>Exemplary Practice Category 1 (EP 1)</b>					
AHP2 – 6% of 4 <sup>th</sup> salary point	46	\$4,607	\$4,745	\$4,887	\$5,034
AHP3 - 6% of 4 <sup>th</sup> salary point	46	\$5,633	\$5,802	\$5,976	\$6,155
<b>Exemplary Practice Category 2 (EP 2)</b>					
AHP3 - 13% of 4 <sup>th</sup> salary point	46	\$12,204	\$12,570	\$12,947	\$13,336

<b>Work Related Allowances</b>						
	Clause	<b>Rates effective 13.10.2024 \$ p.a.</b>	<b>Rates effective 17.11.2025 \$ p.a.</b>	<b>Rates effective 13.08.2026 \$ p.a.</b>	<b>Rates effective 12.08.2027 \$ p.a.</b>	<b>Rates effective 10.08.2028 \$ p.a.</b>
<b>Community Language Allowance*</b>						
Base	52	\$1,500	\$1,545	\$1,591	\$1,647	\$1,705
High	52	\$2,400	\$2,472	\$2,546	\$2,635	\$2,727
Note: * The Community Language Allowance will be adjusted annually in accordance with the rates contained in the Northern Territory Public Sector 2025 – 2029 Enterprise Agreement, Schedule 11 Part B.						

Dear Fair Work Commission

Northern Territory Public Sector Aboriginal Health Practitioner 2025 – 2029 Enterprise Agreement

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

I, Nicole Hurwood, the Commissioner for Public Employment give the following undertaking with respect to clause 11 of the Northern Territory Public Sector Aboriginal Health Practitioner 2025 – 2029 Enterprise Agreement (“the Agreement”), that:

1. The provisions of clause 11 - Union and Workplace Delegate Rights of the Agreement must be read in conjunction with clause 24A – Workplace Delegates, Consultation and Dispute Resolution, of the *Northern Territory Public Sector Enterprise Award [MA000151]* (the Award). Where there is any inconsistency between the two, and the Agreement provides a lesser entitlement than clause 24A of the Award, clause 24A will prevail.
2. This undertaking is to provide clarity that, if the Agreement provides a less beneficial entitlement in relation to Union and Workplace Delegates Rights, the provisions of the Award will apply.

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



Nicole Hurwood  
Commissioner for Public Employment

Date: 24 February 2026