

**NTPS Aboriginal Health Practitioner
2022-2025 Enterprise Agreement**

WITHOUT PREJUDICE

NTPS Aboriginal Health Practitioner 2022-2025 Enterprise Agreement

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Part 1 Application and Operation of Agreement

1 Title

This Agreement will be known as the NTPS Aboriginal Health Practitioner 2022 - 2025 Enterprise Agreement.

2 National Employment Standards

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

3 Parties covered by this Agreement

This Agreement covers:

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

4 Definitions

For the purpose of this Agreement:

- (a) **Aboriginal** is inclusive of Aboriginal and Torres Strait Islander people.
- (b) **Agency** means an 'Agency' as defined in the PSEM Act.
- (c) **Agreement** – means the Northern Territory Public Sector Aboriginal Health Practitioners 2022 - 2025 Enterprise Agreement.
- (d) **child** means a child of the person, including a child by birth, an adopted child or step child. It does not matter whether the child is an adult.
- (e) **CEO** means the Chief Executive Officer of the Department of Health or their delegate.
- (f) **Commissioner** means the Commissioner for Public Employment in the Northern Territory.
- (g) **Compulsory transferee** means an employee who was compulsorily transferred to the Northern Territory Public Service from:
 - (i) The Commonwealth Public Service; or

(ii) The former Northern Territory Public Service.

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

(h) **de factor partner** means:

(i) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

(ii) includes a former de factor partner of the employee.

(iii) employee or employees means an Aboriginal Health Practitioner/s, Aboriginal and Torres Strait Islander Health Practitioner or Torres Strait Islander Health Practitioner employed in the classification structure in Schedule B.

(i) **employer** means the Commissioner for Public Employment in the Northern Territory.

(j) **employee representative** means a representative chosen by an employee, which may be a union representative.

(k) **extended family** means:

(i) a spouse of the employee's child (e.g. daughter-in-law);

(ii) a spouse of the employee's sibling (e.g. sister-in-law); or

(iii) an aunt, uncle, niece, nephew or first cousin of the employee.

(l) **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.

(m) **FWC** means the Fair Work Commission.

(n) **immediate family** means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild, or sibling of a spouse or de facto partner, of the employee.

(o) **medical certificate** means a certificate signed by a registered health practitioner.

(p) **miscarriage** means the end of a pregnancy during the first 20 weeks of the pregnancy.

(q) **NES** means the National Employment Standards.

(r) **NTPS** means the Northern Territory Public Sector.

- (s) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement.
- (t) **PSCC** means the Public Sector Consultative Council.
- (u) **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.
- (v) **reasonable business grounds** for the purposes of clauses 27.8 and 74.15 includes, but are not limited to:
 - (i) excessive costs of accommodating the request;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - (iv) that there is likely to be a significant loss in efficiency or productivity; or
 - (v) that there is likely to be a significant negative impact on customer service.
- (w) **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).
- (x) **spouse** includes former spouse.
- (y) **stillborn** child means a child as defined by section 77A(2) of the FW Act.
- (z) **union** means United Workers Union.

5 Period of Operation

This Agreement will come into effect seven days after approval from the FWC and will remain in force until 10 August 2025.

6 Variation of Public Sector Employment and Management Act

- 6.1 The parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment.
- 6.2 This Agreement will be read in conjunction with the PSEM Act and will prevail over the PSEM Act to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.

- 6.3 With the exception of By-Law 8 Long Service Leave, By-laws relating to leave entitlements have been incorporated into this agreement.
- 6.4 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws and Determinations will not be unilaterally varied without consultation with the affected parties prior to 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 the employees who will be subject to this Agreement, until its expiry.
- 7.2 The parties agree that they will not make any extra claims in relation to employee terms and conditions of employment in operation for the period of this Agreement.

8 Negotiations for Replacement Agreement

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

9 Objectives of Agreement

- 9.1 The parties agree that continuous improvement strategies will contribute to the efficiency and productivity of the NTPS and it is the intention of the parties to build upon and enhance the human resource reforms contained in the PSEM Act through:
- (a) improved human resource practices;
 - (b) staff development;
 - (c) management and professional development programs; and
 - (d) other programs of continuous improvement.
- 9.2 The parties acknowledge the need to examine jointly and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes and that the consultative mechanisms referred to in clause 13 (Management of Change), will be employed by the parties for this process.
- 9.3 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 Dispute Settling Procedures

- 11.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 11.2 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.
- 11.3 In the event of a dispute about a By-law issued under the PSEM Act, clauses 11.6 and 11.7 will apply.
- 11.4 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.
- 11.5 General
- (a) A party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute. Representatives will be recognised and dealt with in good faith.
 - (b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

- (c) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice prior to the dispute arising, provided that this does not apply to an employee who has reasonable concerns about an imminent risk to their health and safety, has advised the CEO of this concern and has not unreasonably failed to comply with a direction by the CEO to perform other available work that is safe and appropriate for the employee to perform.
- (d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.
- (e) Any decision or direction the FWC makes in relation to the dispute shall be in writing.
- (f) Subject to the right of appeal under clause 11.8(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 2018-2022 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.

11.6 Internal Resolution

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

11.7 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 11.6, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 11.5 and 11.6 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.
- (c) Conciliation before the FWC shall be regarded as completed when:
 - (i) the parties have reached agreement on the settlement of the dispute; or
 - (ii) the member of the FWC conducting the conciliation has either of the member's own motion or after application by any party, satisfied themselves

that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

11.8 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.
- (c) Subject to clause 11.8(d), the determination of the FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.
- (e) For the avoidance of doubt, this clause does not apply in relation to disputes about matters referred to in clause 11.3.

Part 2 Procedural Matters

12 Union Rights

12.1 Union Representation

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

12.2 Union Training Leave

- (a) For the purpose of assisting employees to understand their rights and entitlements under this Agreement and improving industrial relations, the CEO shall, subject to the provisions of this clause, provide an employee who is an accredited union delegate or nominated employee representative with up to five days paid leave per annum to attend union training courses conducted by the union or approved by the union.
- (b) The approval for an employee to attend a training course shall be subject to the operational requirements of the agency.

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

12.3 Communications

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

12.4 Delegate's Rights and Obligations

- (a) The role of the union workplace delegates and other elected union representatives is to be respected and facilitated.
- (b) An employee may have a union representative to represent the employee in a dispute or significant workplace matter and make representations on behalf of the employee.
- (c) Agencies and union workplace delegates must deal with each other in good faith.
- (d) The rights and obligations of union workplace delegates will be underpinned by the following principles:
 - (i) workplace delegates will be able to perform their role without any discrimination in their employment;
 - (ii) ability for delegates to represent their members in the workplace (e.g. during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent members generally);
 - (iii) ability for delegates to have access to paid time to consult with employees;
 - (iv) reasonable access to agency facilities (including telephone; facsimile, photocopying, internet and email facilities, meeting rooms) for the purpose of work as a delegate;
 - (v) opportunity to inform staff about union membership;

- (vi) ability to represent employees at an industrial tribunal;
- (vii) maintaining the confidentiality of agency information as well as information about NTPS employees;
- (viii) all parties will behave in a professional, productive and ethical manner;
- (ix) a delegate would be expected to carry out their normal duties; and
- (x) ability for an official to “walk around” a workplace to hold individual discussion contingent on the nature of the work being performed in the workplace subject to discussion with and prior approval of the CEO. Approval for “walk around” will not be unreasonably withheld.

13 Management of Change

13.1 This clause applies if the CEO:

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

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

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

13.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the CEO of the identity of the representative;
- the CEO must recognise the representative and deal with them in good faith.

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

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the CEO’s workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration to regular roster pattern or arrangements, ordinary hours and/or hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

13.6 Consultation

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

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

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

13.8 Following consultation under clause 13.6 after making a final decision a CEO must consult on implementation.

13.9 In this clause:

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

14 Joint Consultative Committee

14.1 In relation to operational issues within the Aboriginal Health Practitioner profession, the parties agree to establish a consultative committee as a forum for consultation.

- 14.2 The parties acknowledge the establishment of a consultative committee will be made up of departmental and union representatives.

15 Support and Wellbeing - Employee Assistance Program

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

16 Safe and Healthy Work Environment

- 16.1 The employer is committed to improving the work health and safety of all employees.
- 16.2 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.
- 16.3 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying.
- 16.4 The employer will take all reasonably practicable steps to:
- (a) foster a culture of respect in the workplace; and
 - (b) ensure employees are treated appropriately and not subject to inappropriate workplace behaviour and bullying.
- 16.5 The Department is committed to a culturally safe work environment for Aboriginal Health Practitioners that works towards Aboriginal health, social wellbeing and cultural security.

17 Attraction and Retention Review

- 17.1 The parties agree to conduct a review into the attraction and retention of Aboriginal Health Practitioners within Department of Health commencing no later than 6 months after the approval of this agreement.
- 17.2 The review will be conducted with the union as a stakeholder.
- 17.3 The purpose of the review is to assess the current workforce profile for the Aboriginal Health practitioner profession, with a view to growing, developing and retaining this important segment of the clinical workforce
- 17.4 The elements of the review includes:
- (a) Minimum qualification requirements for AHP classification levels.
 - (b) Aboriginal Health Practitioner levels.

- (c) Current workforce profile, gaps, risks and opportunities.
 - (d) Safe staffing levels in remote communities.
 - (e) Remote housing.
 - (f) Developing our Aboriginal Health Practitioners to support the sustainable delivery of culturally appropriate care to Aboriginal communities and improve health outcomes.
 - (g) Provide improved career pathways and leadership opportunities that encourage retention in a supportive, flexible, and culturally safe environment.
 - (h) Fostering a culturally safe and respectful workplace that is free of racism.
 - (i) Promote Aboriginal Health Practitioner vacancies and opportunities.
 - (j) Aboriginal Health Practitioners are adequately resourced.
 - (k) Consideration of an attraction and retention allowance for Aboriginal Health Practitioners.
- 17.5 There will be no changes to the AHP conditions of employment unless agreed to by the union, Commissioner for Public Employment and the Department.

Part 3 Employment Arrangements

18 Transition to the New Aboriginal Health Practitioner Structure

- 18.1 The new Aboriginal Health Practitioner structure in Schedule B was implemented on 1 January 2020.
- 18.2 Employees under the old ATP structure on the day prior to the commencement of this Agreement, as they have not met the requirements to transition to the AHP structure, will automatically transition to the AHP structure on the first pay period commencing on or after 10 August 2022, on the following conditions:
- (a) Transition to the AHP structure will be to the appropriate classification level equivalent to their ATP classification, refer table below;
 - (b) Transition will be to the same salary level or, if there is no same salary, the next highest salary level; and
 - (c) Employees who have automatically transitioned to the AHP structure under this clause will not be eligible to:
 - (i) progress to the next pay point (incremental advancements); and
 - (ii) undertake higher duties
 until they meet the qualification requirements for the AHP structure level they have transitioned to.

Table of transition from the old structure to the current structure

Old ATP structure	Current AHP structure
ATP Class 1	AHP Class 1 (AHP1T)
ATP Class 2	
ATP Class 3	AHP Class 2 (AHP2T)
ATP Class 4	AHP Class 3 (AHP3T)
ATP Class 5	AHP Class 4 (AHP4T)
ATP Class 6	AHP Class 5 (AHP5T)

- 18.3 Support and professional development will be provided to assist employees to meet the qualification requirements of the appropriate classification level of the AHP structure within an agreed period of time.

19 Types of Employment

- 19.1 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).
- 19.2 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.
- 19.3 Ongoing and fixed period employees can be employed on either a full-time or part-time basis.

20 Full-time Employment

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

21 Part-time Employment

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 A CEO and an employee may agree to change the employee's agreed hours of duty, at the written request of either party.
- 21.5 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.
- 21.6 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 27 (Flexible Work – General Principles and Requirements).
- 21.7 Where a full-time employee is approved to work part-time for a specified period, the agreement in writing under clause 21.3 will provide for the hours to be varied to part-time hours on a specified date. The employee will revert to full-time hours unless a further period of part-time employment is approved.

22 Casual Employment

- 22.1 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.
- 22.2 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.
- 22.3 Casual employees are not eligible for incremental adjustment to their salary.
- 22.4 The minimum daily engagement of a casual employee is three hours, where superannuation will be paid on the full three hours as if superannuation guarantee applied, provided those hours do not attract overtime payments.
- Note: for the purpose of clause 22.4, work commencing prior to midnight on one day and continuing into the next day, counts as one engagement*
- 22.5 An employee's right to request and an employer's obligation to offer conversion from casual employment to full-time or part-time employment is provided for in the NES.

23 Security of Employment

- 23.1 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 (notice of redundancy) for the term of this Agreement.
- 23.2 However, clause 23.1 does not apply to an employee who has been declared potentially surplus to requirements under section 41 of the PSEM Act and registered on the Office of the Commissioner for Public Employment's Redeployment Database for longer than two years.
- 23.3 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.

24 Individual Flexibility Arrangements

- 24.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the arrangement:
 - (a) deals with one or more of the following matters 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 the employee and the employer; and
 - (c) is genuinely agreed to by the employer and the employee.
- 24.2 The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about matters that would be permitted matters if the arrangement were an enterprise agreement;
 - (b) do not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - (c) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

- 24.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) is signed by the employer and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (c) include the details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (d) the period of operation of the arrangement.
- 24.4 To take effect, the individual flexibility arrangement must be approved by the Commissioner and implemented via a Determination or other appropriate instrument and the CEO must give the employee a copy of the Determination or other appropriate instrument within 14 days of the Commissioner's approval.
- 24.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving written notice of not more than 28 days to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing – at any time.
- 24.6 An employee may choose to be represented by their nominated representative in relation to the development and implementation of an individual flexibility arrangement.

25 Variation to Working Arrangements for Groups of Employees

- 25.1 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.
- 25.2 Agreements to vary working arrangements will:
- (a) result in more efficient operations;

- (b) be genuinely agreed to by the majority of employees involved;
 - (c) result in employees being better off overall than the employees would have been if no variation had been made;
 - (d) be recorded in writing and approved by the CEO;
 - (e) 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.
- 25.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.
- 25.4 Relevant unions will be consulted on proposed arrangements prior to the approval of the Commissioner.
- 26 Workloads**
- 26.1 The parties support the principle that employees should be able to achieve an appropriate balance between their work and personal lives.
- 26.2 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.
- 26.3 Agency management, employees and employee representatives play a positive role in ensuring employee workloads are reasonable.
- 26.4 The parties recognise there may be unavoidable peak work periods where employees' workloads increase; however, this should be the exception rather than the norm.
- 26.5 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.
- 26.6 Managers and employees should therefore ensure that employees' workloads are reasonable.
- 26.7 Subject to clause 26.4, 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.
- 26.8 Employee/s may request in writing for management to review ongoing and sustained workload issues in the workplace. Where so requested, management will consider the workload factors and issues raised, consider their effect on the workplace, and if necessary, implement strategies to ensure reasonable workloads are maintained.
- 26.9 Management will respond in writing to the employee/s concerned in a timely manner.
- 27 Flexible Work – General Principles and Requirements**
- 27.1 The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. There are benefits for the employee, the agency and customers when employees are able to work more flexibly.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 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 62 Recreation leave at Half Pay - doubles the period of recreation leave when leave is taken at half pay.
 - (b) Clause 63 Flexible Lifestyle (Purchased) Leave – ability to purchase paid leave through salary deductions to access more time off in a particular year.
 - (c) Clause 21 Part-time employment – converting from full-time to part-time employment for a specified period or a permanent change.
 - (d) Clause 28 Flextime Scheme for Non-shiftworkers.
 - (e) Clause 49 Hours of Duty - Day Workers.
 - (f) Clause 87 Special Leave Without Pay.
 - (g) Clause 74.17(e) returning to work on reduced hours after parental leave.

- 27.6 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.
- 27.7 In considering an employee's request to work flexibly the CEO will take into account a range of things, including the employee's personal circumstances and the agency's business (includes team and customer) needs.
- 27.8 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(v).
- 27.9 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.
- 27.10 Subject to clause 27.11, the CEO (or their delegate) must give the employee a written response to the request within 21 days stating whether the CEO (or their delegate) grants or refuses the request.
- 27.11 Where the CEO's delegate proposes to refuse an employee's request to work from home, the employee's request will be referred to the CEO for assessment. Only the CEO is permitted to refuse employees' requests to work from home.
- 27.12 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 24) applies.

28 Flextime Scheme for Non-Shiftworkers

- 28.1 Flextime is a recorded attendance system which allows an individual employee or a work unit to vary working hours and patterns, break and finish times over a four week period.
- 28.2 Flextime may be worked provided there is suitable work to do and subject to operational requirements being met. All reasonable attempts should be made to accommodate flextime arrangements and requests should not be unreasonably withheld. Where a decision is made to refuse an employee's or work unit's request to work a flextime arrangement, the employee/s must be provided with written reasons for the decision.
- 28.3 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.

- 28.4 Timesheets documenting hours worked towards the accrual of flextime credits must be kept by the employee and submitted to the direct manager on a fortnightly basis for approval.
- 28.5 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.
- 28.6 Hours worked towards the accrual of flextime credits accrue on a time for time (i.e.: single time) basis.
- 28.7 The maximum and minimum credits or debits including the period for acquittal is set out in the flextime policy.
- 28.8 This flextime clause does not apply to shiftworkers.

29 Training and Development

- 29.1 The parties are committed to training and career development opportunities for employees that support and/or enhance agency outcomes. The parties aim to achieve this by:
- (a) supporting lifelong learning at both an agency and individual level; and
 - (b) supporting individual development plans that serve to identify learning opportunities that match the employee's development and career needs, as well as the needs of the agency.
- 29.2 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.
- 29.3 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.

30 Redeployment and Redundancy

- 30.1 The provisions of Schedule A Northern Territory Public Sector Redeployment and Redundancy Entitlements do not apply in transfer of business or transfer of employment situations where work of the employer is transferred or outsourced to another employer and the employee is offered employment with the second employer to perform the same or substantially similar work.
- 30.2 The National Employment Standards of the FW Act contains minimum entitlements relating to redundancy pay, including in transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:
- (a) the second employer recognises the employee's service with the first employer; or
 - (b) the employee rejects an offer of employment made by the second employer that:
 - (i) is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before termination; and
 - (ii) recognises the employee's service with the first employer,

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

31 Uniforms

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

Part 4 Salaries and Increments

32 Classifications - Aboriginal Health Practitioner

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

33 Salaries

- 33.1 Salaries will be increased as set out below:
- (a) 3% effective from the first pay period to commence on or after 10 August 2022;

- (b) 3% effective from the first pay period to commence on or after 10 August 2023;
and
- (c) 3% effective from the first pay period to commence on or after 10 August 2024.

- 33.2 Aboriginal Health Practitioners will receive salary increases as per Schedule C.
- 33.3 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 2023 are set out in Schedule D. The Commissioner will give effect to any subsequent annual adjustments required under the Agreement through a Determination.
- 33.4 Employees will be paid fortnightly based on the following formula:

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

34 Payment of Salary

- 34.1 Where an employee resigns and fails to give one weeks' notice, any monies due to the employee will be forwarded within one week of the employee's termination.
- 34.2 Where the agency terminates the services of an employee, the employee will be paid all monies due up to the time of termination at the time of ceasing duty, provided that if such termination is without notice and takes 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.
- 34.3 Where an employee who is not absent from duty is not paid on the regular pay day, the employee will be paid waiting time at the ordinary rate from close of business on pay day until time of actual payment, provided that not more than eight hours pay will accrue in respect of each 24 hours of waiting:
- 34.4 Provided that if the delay is caused by circumstances outside the control of the agency, clause 34.3 will not apply.

35 Increments

- 35.1 An employee will be entitled to progress one pay point within the rates of pay scale for the employee's classification after 12 months continuous service, or after 12 months broken service in the preceding 24 months, at a particular pay point.
- 35.2 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.
- 35.3 An employee who is promoted on an ongoing basis will have included for the purpose of calculating the increment date any previous period during the preceding 24 months at which the employee performed higher duties at the new classification level or higher.

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

Note 2: Refer to clause 40 (Higher Duties Allowance) for recognition of an increment attained by higher duties for future higher duties.

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

Withholding an increment

- 35.5 The authority to apply clauses 35.7 and 35.8 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.
- 35.6 The Commissioner will notify all unions of the acceptance of any performance management system for the purposes of clause 35.5 prior to that system being used for deferral of increments.
- 35.7 The CEO may determine to withhold an increment as set out in clause 35.8, 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.
- 35.8 The CEO, may withhold an increment as follows:
- (a) The CEO may defer payment for a specified period of time which will be up to six months, subject to payment earlier if a specified, and preferably agreed, work performance, training or work outcome target is demonstrated.
 - (b) At the end of the six month deferment period, the CEO may again defer the increment by up to a maximum of a further six months where the required performance standard has not been achieved and alternative steps have been taken to address the less than satisfactory performance. The increment will not be withheld for longer than 12 months in total.
 - (c) The CEO must provide the reasons for deferring an increment under clause 35.8(a) or 35.8(b) in writing to the employee.
- 35.9 If a decision is made under clause 35.7 or 35.8 the employee may seek a review of the CEO's decision on the basis of one or more of the following reasons:
- (a) this clause has not been adhered to;
 - (b) the decision was made to punish or harass the employee; or

(c) natural justice has not been afforded to the employee.

- 35.10 The review will be conducted in accordance with the grievance review mechanisms under section 59 of the PSEM Act.
- 35.11 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.
- 35.12 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.

36 Superannuation

- 36.1 The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the parties.
- 36.2 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.

- 36.3 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.

- 36.4 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.
- 36.5 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.

37 Salary Sacrifice

37.1 Salary Sacrifice for Employer Superannuation

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

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

37.2 Salary Sacrifice Packaging

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

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

38 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.

38.1 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) The employee will be given written details of the overpayment and the amount proposed to be deducted or withheld. The employee will be provided a reasonable opportunity to propose an alternative arrangement to repay the overpayment.
- (c) The CEO may enter into an alternative arrangement with the employee to repay the overpayment if it is reasonable in the circumstances, the risk of not recovering the overpayment is low, and the arrangement will not result in any added costs.

- (d) On the cessation of an employee's employment, any amount or entitlement due to the person must be first used to repay the overpayment.

38.2 Rectification of underpayments

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

39 Recognition of Previous Experience

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

Part 5 Allowances

40 Higher Duties Allowance

- 40.1 Where an employee has been directed to temporarily perform duties at a higher classification level, the following provisions apply.
- 40.2 An employee who performs the duties of a higher classification which has a maximum attainable annual salary:
 - (a) not higher than the maximum attainable annual salary payable to an Aboriginal Health Practitioner Level 4, will be paid an allowance for performing the duties of the higher classification upon the completion of one day; or
 - (b) higher than the maximum attainable annual salary payable to an Aboriginal Health Practitioner Level 4, will be paid an allowance for performing the duties of the higher classification upon the completion of six consecutive working days. An employee will not be paid an allowance for any period of higher duties less than six consecutive working days unless the Commissioner determines otherwise.
- 40.3 An employee directed to perform all or part of the duties of a higher classification will be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if promoted to the higher classification, or an alternative amount determined and authorised as a percentage of the duties performed where partial performance is directed.
- 40.4 An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.
- 40.5 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.
- 40.6 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 35 (Increments) of the Agreement will be paid an increment in accordance with that clause.

- 40.7 An increment attained by higher duties will be retained for future higher duties at that classification level (or lower).
- 40.8 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.

41 Professional Development Reimbursement

- 41.1 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
- 41.2 Payment of the allowance is subject to the following qualifying periods, amounts and conditions:
- (a) The annual Professional Development Allowance entitlement year is 1 September to 30 August, and continuous service is determined as at 1 January each year;
 - (i) One year to three years continuous service as an Aboriginal Health Practitioner – up to \$500 per annum; or
 - (ii) Three years or more continuous service as an Aboriginal Health Practitioners – up to \$1100 per annum.
 - (b) An employee can only make one claim per Professional Development Allowance entitlement year up to the employee's maximum annual Professional Development Allowance entitlement.
 - (c) Reimbursements can be made at any time during the year where the employee has reached their maximum Professional Development Allowance entitlement on production of sufficient evidence to substantiate the employee's professional development costs.
 - (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 the employee's request in circumstances where the employee is required to meet substantial costs in advance for an approved professional development activity; e.g. an interstate conference.
 - (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 the employee substantiating professional development costs and activity/activities incurred, or to be incurred by the employee, and providing evidence that the employee attended the activity/activities.
- 41.3 The allowance is payable for the following professional development activities:
- (a) fees for professional courses, tuition, conferences or similar;
 - (b) fees for professional bodies where eligibility for membership is essential for professional registration and/or practice in the public sector;
 - (c) subscriptions to technical/business publications;
 - (d) the purchase of technical books; and
 - (e) air travel to conferences (up to 50% of the allowance).
- 41.4 The Parties acknowledge the need to monitor and review this allowance during the term of the Agreement.

42 Accident Allowance

- 42.1 An employee will be paid an allowance equivalent to their normal time salary during a period of absence necessitated by physical injury sustained:
- (a) because of an act or omission of an employee (other than the employee injured) or a person not employed but performing on behalf of the Northern Territory government duties similar to those of the employee injured; or
 - (b) as a result of a defect in material or appliances; or
 - (c) in protecting government property from loss or damage while on duty; or
 - (d) while travelling between their place of residence and their place of work; or
 - (e) while travelling directly between their place of residence or their place of work and an educational institution at which their attendance is required or expected by the Commissioner; or
 - (f) in circumstances in which the actions of the employee are regarded by the Commissioner as so meritorious in the public interest as to warrant special consideration.
- 42.2 Accident allowance will be paid for an absence necessitated by physical injury of up to four months or a longer period determined by the Commissioner.
- 42.3 The amount of accident allowance payable will be increased by an amount reasonably incurred in transport, medical and hospital expenses as a result of the injury.
- 42.4 An employee will be paid an allowance equivalent to half their normal time salary during a period of absence of up to three months necessitated by physical injury sustained in

circumstances other than those in clause 42.1 and not attributable to wilful misconduct, or a longer period determined by the Commissioner.

- 42.5 An employee paid an allowance in accordance with clause 42.4 may utilise available sick leave credits on full or half pay to supplement the allowance to the level of their normal time salary.
- 42.6 The amount of accident allowance payable in accordance with clause 42.4 will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.
- 42.7 Accident allowance is not payable where an employee receives benefits in respect of the injury at the same time under the *Northern Territory Work Health and Safety (National Uniform Legislation) Act 2011* or the *Northern Territory Motor Accidents (Compensation) Act*, as amended, but nothing in this clause will reduce the rights of an employee under those acts.
- 42.8 Where an amount of accident allowance or salary in respect of personal leave paid to an employee is reimbursed to the employer by the party responsible for the injury or their representative, no deduction of accident allowance or personal leave credits will be made from the employee injured.

43 Meal Allowance

- 43.1 Where an employee is required to perform overtime duty in excess of one and a half hours after the usual ceasing time, the employee will be supplied with a meal or meals at the agency's expense or will be paid a meal allowance, in addition to overtime at such rate as approved by the Commissioner under Public Sector Employment and Management By-law 25.
- 43.2 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 43.1.
- 43.3 If, in pursuance of notice, an employee has provided a meal or meals and the employee is not required to work overtime or is required to work less than the period of overtime stated on the notice, the employee will be paid under the provision of clause 43.1 in respect of each meal provided by him or her, which is made surplus by the change in requirements.

44 Allowances for Travelling on Duty

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

45 Excess Travelling Time

- 45.1 An employee who is travelling or on duty away from the employee's usual place of work will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:
- (a) the employee's usual hours of duty for the day; and
 - (b) the time necessarily spent travelling to and from home and the usual place of work.
- 45.2 Where an employee's usual place of work is variable within a specified district, the employer will determine a place within the district as the usual place of work. In this case a minimum of 20 minutes travelling time each way will apply.
- 45.3 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 the employee's permanent or temporary place of work overnight, the time the employee spends outside the usual hours of duty for the day in waiting between the time of arrival at the place of work and the time of commencement of work, and between the time of ceasing work and the time of departure of the first available conveyance; and
 - (c) time spent in travelling on transfer where transfer expenses are allowed, unless the transfer involves promotion;
 - (d) in the case of an employee required to perform emergency duty, the time that emergency duty is performed and the time necessarily spent travelling to and from emergency duty.
- 45.4 Travelling time does not include:
- (a) time of travelling during which an employee is required to perform duty other than care of kit;
 - (b) time of travelling by ship on which accommodation and meals are provided; or
 - (c) time of travelling by train between 10.30 pm and 7.00 am where a sleeping berth is provided, or any time of travelling by train (day or night) between capital cities where a sleeping berth is provided.
- 45.5 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.
- 45.6 An employee may be required to work at any place within a specified district and to proceed to that place of work instead of the employee's usual place of work. Any excess

travelling time spent by the employee in proceeding direct to and returning from such a place of work will be dealt with as excess travelling time.

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

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

45.8 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 45.3(d) is double time.

45.9 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 2 will be eligible for payment for excess travelling time.
- (b) Employees in receipt of salary exceeding the salary level in clause 45.9(a) but at or below the maximum salary payable to an Aboriginal Health Practitioner level 3, 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 have otherwise have attracted payment under clause 45.7;
 - (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 45.8) within three months, or as agreed with the Chief Executive Officer; and
 - (iii) any time off in lieu has accrued under this clause cannot not be taken as payment.

46 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.

47 Compensation for damage to clothes and/or personal effects

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

48 Remote Localities

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

- (a) a rental concession; and
- (b) an electricity subsidy.

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

48.3 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

Remote location category	Rental concession
Special Category	25%
Category 1	100%
Category 2	100%
Category 3	100%

48.4 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 the employee's eligibility for the dependant/after-hours rate.
- (b) The electricity subsidy for the dependant/after-hours rate is payable only where the employee:
 - (i) has recognised dependants, being an employee's spouse or de facto partner, or children under the age of 18, who:
 - A. reside with the employee;
 - B. are not eligible for assistance with electricity costs from any other source; and
 - C. are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the Commissioner; or
 - (ii) is a shiftworker, or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that the employee is regularly required to seek rest during daylight hours.

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

Part 6 Hours of Work

49 Hours of Duty – Day Workers

49.1 The ordinary hours of work will be 38 per week or an average of 38 per week over a cycle of four weeks to be worked in one of the following cycles:

- (a) 38 hours within a work cycle not exceeding seven consecutive days;
- (b) 76 hours within a work cycle not exceeding 14 consecutive days;
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

49.2 The span of hours within which the ordinary hours of work will be worked on any day are to be between 6.00 am and 6.00pm.

49.3 Programmed Days Off

- (a) A full-time employee working ordinary hours in accordance with clause 49.1 will be able to accrue a programmed day off (PDO) every four 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. The employee may seek resolution through the Disputes Resolution clause 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 20th 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.

49.4 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 five hours without a break for a meal.
- (c) Provided that, for all work performed after five hours continuous duty without a break and until a break is allowed, an employee will be paid at the rate of time and a half.

50 Hours of Duty – Shiftworkers

50.1 Definitions

For the purposes of this clause:

- (a) **shiftworker** means an employee who is rostered to work ordinary shifts on any of the seven days of the week; and is regularly rostered to perform work on Sundays and Public Holidays.
- (b) **day shift** means any shift commencing at or after 6.00 am and before 10.00 am.
- (c) **afternoon shift** means any shift commencing at or after 10.00 am and before 8.00 pm.
- (d) **night shift** means any shift commencing at or after 8.00 pm and before 6.00 am.

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

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

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

50.3 Afternoon and night shift allowance

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

50.4 Rosters

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

51 Change in Rostered Hours of Duty

- 51.1 Employees will be given a regular starting and ceasing time for each day, which should not be changed unless at least seven days' notice is given and no alteration should be made during the currency of the week in which the notice is given.
- 51.2 Provided that where, for reasons other than the sickness or absence of an employee, of which the agency did not have seven days' notice, the agency finds it essential to require an employee:
- (a) without at least seven days' notice; and
 - (b) to perform ordinary duty at other than the rostered hours of duty on any day, payment to that employee will be made at the:
 - (i) appropriate overtime rate for duty performed outside the rostered hours of duty; and
 - (ii) at the usual rate for that portion of the duty which falls within the rostered shift.
- 51.3 Payment of the penalty rate as prescribed in clause 51.2 will be continued for each change of shift until such time as the employee has received seven days' notice of change of shift.
- 51.4 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.

52 Saturday Duty

- 52.1 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.
- 52.2 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.
- 52.3 The extra rates prescribed in this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 50 (Hours of Duty – Shiftwork), but the provisions of this clause will not prejudice any right of the employee to obtain alternatively, any higher rate in respect of this work by virtue of any other provision in this Part.
- 52.4 Overtime on a Saturday will be paid for in accordance with clause 55 (Additional Hours and Overtime).

53 Sunday and Public Holiday Pay

53.1 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.

53.2 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 55 (Additional Hours and Overtime).
- (b) An employee required to perform a full days overtime duty on Sunday will, in lieu of payment as prescribed in clause 53.2(a) wherever practicable, be granted a day off during the six days succeeding that Sunday, and in such case, the payment for Sunday attendance will be one days pay at single rate.

53.3 Rostered off duty on a public holiday

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

53.4 General provisions

For the purposes of this clause:

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

- (d) The extra rates prescribed in this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 50 (Hours of Duty – Shiftworkers).

54 Christmas Falling on a Saturday or Sunday

- 54.1 Except as provided in clauses 54.2 and 54.3 an employee will be paid in accordance with the public holiday provisions of clause 53 (Sunday and Public Holiday Pay) for duty performed on 25 December.
- 54.2 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 54.2(a)(ii) in accordance with the public holiday provisions of clause 53 (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 53 (Sunday and Public Holiday Pay).
 - (b) for duty on 27 December
 - (i) except as provided in clause 54.2(b)(ii) in accordance with the Sunday duty provisions of clause 53 (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 53 (Sunday and Public Holiday Pay).
- 54.3 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 54.3(a)(ii) in accordance with the public holiday provisions of clause 53 (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 52 (Saturday Duty).
 - (b) for duty on the substituted day
 - (i) except as provided in clause 54.3(b)(ii) in accordance with clause 52 (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 53 (Sunday and Public Holiday Pay).

55 Additional Hours and Overtime

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

55.2 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.

55.3 Reasonable Request to work Overtime

Employees are expected to be available to work reasonable additional hours if required by the agency. An employee may refuse to work additional hours or overtime in circumstances where the working of such additional hours or overtime would result in the employee working hours which are unreasonable. In determining whether additional hours or overtime are reasonable or unreasonable, the following must be taken into account:

- (a) any risk to employee health and safety from working the additional hours;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) any notice given by the CEO or delegate of any request or requirement to work the additional hours;
- (d) any notice given by the employee of their intention to refuse to work the additional hours;
- (e) the needs of the agency or work unit;
- (f) whether the employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (h) the nature of the employee's role, and the level of responsibility;
- (i) whether the additional hours are in accordance with an averaging arrangement agreed to by the CEO and the employee;
- (j) any other relevant fact.

55.4 Eligibility for overtime

- (a) Overtime is worked by prior direction or, if circumstances do not permit prior direction, is subsequently approved in writing.
- (b) Unless authorised by the Commissioner, an employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Aboriginal Health Practitioner Level 4 is not eligible to receive overtime payment or time off in lieu.
- (c) For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.

55.5 Calculation of Overtime Payments

- (a) Overtime is calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period.
- (b) The hourly rate for overtime payment will be ascertained by applying the following formulae:

- (i) Time and a half rate:

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

- (ii) Double time rate:

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

- (iii) Double time and a half rate:

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

- (c) In applying the relevant formula at clause 55.5(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.

55.6 Payment for overtime – day worker

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

55.7 Payment for overtime – shiftworker

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

55.8 Part-time Overtime (Non-Shiftworkers)

- (a) A part-time employee meeting the overtime eligibility requirements of clause 55.4 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 55.4 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 55.8(a) the part-time employee's agreed hours may be reviewed and, subject to agreement in accordance with clause 21.4, increased in line with the extra hours (overtime or additional hours) regularly being performed. The review should consider the ability of the employee to be able to complete the additional hours and whether there are other options to meet the additional hours. Where following the review the agreed hours are not increased, the employee shall be paid at the rate of single time for all extra hours performed within the parameters in clause 55.8(a).

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

55.9 Rest period

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

- (b) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, who has not had at least 10 consecutive hours off duty between those times, will, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the time off duty.
- (c) Provided that, if on the instruction of the agency, such employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid at double rate until released from duty for that period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.
- (d) The provisions of this clause will apply in the case of shiftworkers who rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shiftworker does not report for duty.
- (e) Overtime worked which is subject to the minimum overtime payment provisions of clause 55.10 will not be regarded as overtime for the purposes of this clause where the actual time worked is less than three hours on the recall or on each of the recalls.
- (f) This clause will not apply where a shift is worked by arrangement between the employees themselves.

55.10 Minimum payments

- (a) Subject to the provisions of this clause, where an employee is required to perform overtime duty, and such duty is not continuous with ordinary duty, the minimum overtime payment for each separate overtime attendance will be for four hours at the prescribed overtime rate.
- (b) For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.
- (c) Where an overtime attendance not continuous with ordinary duty involves duty both before and after midnight, the minimum payment provisions of this clause will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.

- (d) The provisions of this clause will apply to overtime duty performed by employees whilst in a restrictive situation specified in clauses 57 (On call and Standby) and 58 (Restriction Duty) provided that:
 - (i) the minimum overtime payment will be for three hours in lieu of four hours as prescribed in clause 55.10(a) of this clause; and
 - (ii) where more than one attendance is involved, the minimum overtime payment provisions will (subject to a minimum payment of three hours), not operate to increase remuneration beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.
- (e) Notwithstanding the provisions of clauses 55.10(a) and 55.10(d)(ii), the minimum payment provisions will not apply where it is customary for an employee to return to the place of work to perform a specific job outside ordinary working hours.

55.11 Emergency Duty

- (a) An employee called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time.
- (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 55.11 will be for two hours at double time.
- (d) Where, in the opinion of the CEO, it is essential in the interests of health that respite from work be granted to an employee who has been called up for emergency duty, the employee may be relieved from duty on his or her next regular shift, without deduction from his or her wages, for a period not exceeding the number of hours extra duty worked.
- (e) In no case will the period of relief from duty extend into a second rostered tour of duty.
- (f) The clause will not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

55.12 Crib time

- (a) An employee working overtime will be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues to work after the crib time.
- (b) Unless the period of overtime is less than two hours an employee, before starting overtime after working his or her ordinary hours, will be allowed a meal break of 20 minutes which will be paid at ordinary rates.

- (c) The officer in charge and the employee may agree to any variation of this provision to meet the circumstances of the work in hand but the agency will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

55.13 Time off in lieu

- (a) Time off may be granted in lieu of overtime with the agreement of the employee at the ordinary time rate. Where time off in lieu of a payment has been agreed, and the employee has not been granted that time off within a period of eight months, payment at the overtime rate according to the employee's salary at the time of payment will be made.
- (b) An employee who is to receive payment in accordance with clause 55.13(a) and is promoted beyond the salary barrier for payment of overtime, will be paid at the salary rate applicable to the employee immediately prior to the employee's promotion.
- (c) The maximum amount of time off in lieu that can be accrued is 40 hours.
- (d) Where an employee performs a full days duty on Sunday in addition to the employee's prescribed hours of duty for the week, the employee will, wherever practicable, be granted a day off during the following week. Where this occurs, an employee who is eligible for the payment of overtime will be paid an additional one days pay, in lieu of the provisions of clause 53.2(a).

56 Facilitative Provisions – AHP5, AHP6 and AHP7

- 56.1 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 AHP5, AHP6 and AHP7 level:

Clause	Provision
55	Additional Hours and Overtime
57	On call and Standby

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

- (a) where an AHP5, AHP6 or AHP7 is required to perform additional hours to provide clinical operational support for clinical and safe outcomes (i.e. not the 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.

57 On call and Standby

57.1 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:

57.2 On call

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

57.3 Standby

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

57.4 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 the employee's ordinary rate of pay for the proportion of the period of standing by calculated as follows:
 - (i) three quarters of that part of the period of restriction which occurs on any day within the first 14 hours after the employee's normal commencing time of ordinary duty, or after the time at which the employee last commenced ordinary duty, whichever is the later; and
 - (ii) one quarter of any period of restriction occurring in any 24 hours period outside the 14 hours referred to in clause 57.4(b)(i).
- (c) Provided that, any part of a period of restriction in respect of which the employee receives payment under provisions other than those in this clause; e.g. overtime or excess travelling time, will not be included in the period of restriction for purposes of calculating standby payments under this clause.
- (d) No payment will be made to an employee under this clause for a period of restriction in respect of any part of which the employee does not adhere to the required degree of readiness or does not observe the instructions of the CEO as to restrictions outside ordinary hours of duty.

- (e) Payment for standby will be subject to the following conditions:
 - (i) payment will be calculated to the nearest quarter hour of the total period of restriction to be paid for in each fortnightly period;
 - (ii) the maximum hourly rate of pay will be calculated on the maximum rate of pay prescribed in Public Sector Employment and Management By-law 38.
- (f) Where an employee is required to attend to perform overtime or holiday ordinary duty, the payment for such attendance will be subject to the minimum payment provisions contained in either clause 55 (Additional Hours and Overtime) or clause 53 (Sunday and Public Holiday Pay) as the case requires.

58 Restriction Duty

58.1 An employee will be eligible to Restriction Duty (On call and Standby clause 57) in accordance with By-law 38.

59 Tea Breaks

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

Part 7 Leave

60 Recreation Leave

60.1 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 seven days of the week; and is regularly rostered to perform work on Sundays and Public Holidays.
- (c) **year** means a calendar year.

60.2 Recreation Leave

- (a) An employee (except for a casual employee) is entitled to:
 - (i) four weeks paid recreation leave per year;
 - (ii) an additional two weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This shall not affect and shall be in addition to the entitlement under clause 60.2(a)(iii); and

- (iii) an additional seven consecutive days including non-working days paid recreation leave per year for a seven day shiftworker, provided that a shiftworker rostered to perform duty on less than 10 Sundays during a year is entitled to additional paid recreation leave at the rate of half a day for each Sunday rostered.

- (b) A rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clause 60.2(a)(iii).

60.3 Accrual of Leave

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

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

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

60.4 Granting of Leave

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

60.5 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under clause 62, the employee is entitled to his or her full rate of pay that the employee would have been paid had the public holiday fallen on a day that the employee was not on recreation leave; and
- (b) the period of the public holiday is not deducted from the employee's recreation leave entitlement.

60.6 Excess Leave

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

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

60.8 Illness During Leave

Where an employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 64 (Personal Leave), the CEO may grant personal leave and authorise the equivalent period of recreation leave to be re-credited.

60.9 Payment in Lieu

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

61 Recreation Leave Loading

61.1 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 61.1(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 61.1(a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading shall be equivalent to the shift penalties in accordance with clause 50.3.

61.2 Recreation Leave and Shiftwork Penalties

- (a) A shiftworker on approved paid recreation leave will receive shiftwork penalties as if they were rostered on to perform duty during the period of recreation leave. Such payments will be referred to as 'penalties in lieu of shiftwork' payments (PILS).
- (b) The payment of PILS is subject to the following:
 - (i) the employee is approved to take at least one days recreation leave;
 - (ii) recreation leave has been deducted for the shift that the employee would have worked on that day;
 - (iii) where a forecasted roster has not been provided with a recreation leave application then PILS will be calculated based on the employee's previous six months of shiftwork payments under clauses 50.3, 52.1 and 53.1.
- (c) A shiftworker on recreation leave at half pay as per clause 62 will be paid PILS. Such penalties will be calculated based on the period of leave which counts for service in accordance with clause 62 and will be paid at 50% for the entire period in accordance with clause 62.
- (d) Where an employee has been approved to cash-out their recreation leave in accordance with clause 60.7, payment will be calculated based on the employee's previous six months of shiftwork payments under clauses 50.3, 52.1 and 53.1.

61.3 Payment of recreation leave loading

- (a) With the exception of shiftworkers, an employee who is approved to use at least one week of recreation leave may apply for an accrued recreation leave loading.
- (b) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loading plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.
- (c) Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at clause 61.3(b) will be the salary payable had the employee been employed on 1 January of that year.

61.4 Automatic Cash-out

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

62 Recreation Leave at Half Pay

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

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

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

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

63 Flexible Lifestyle (Purchased) Leave

- 63.1 Flexible lifestyle leave is a voluntary arrangement where employees may purchase between one to eight weeks of additional leave, with a corresponding reduction in the number of working weeks.
- 63.2 Flexible lifestyle leave arrangements are subject to agency operational requirements and approval by the CEO.

63.3 Eligibility

An employee must:

- (a) have completed 12 months continuous service;
- (b) not have any excess recreation leave, as defined in clause 60.6 (Excess Leave); and
- (c) have exhausted their long service leave entitlements, or satisfied the conditions of By-law 8.3.

63.4 Method of purchase

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

63.5 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 60.6 (Excess Leave) after the period of the arrangement.
- (b) If an employee does not use their purchased leave within the agreed period, it will lapse and the employee will be reimbursed monies paid.
- (c) Flexible lifestyle leave may be taken in periods of two or more days.
- (d) A flexible lifestyle leave arrangement must be in writing and is non-renewable. On the expiry of an existing arrangement, the employee may lodge a new application for approval by the CEO.
- (e) Flexible lifestyle leave is available for use three months from the commencement date of the arrangement.

63.6 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 the 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 the employee was paid:
 - (i) prior to flexible lifestyle leave deductions being made in the case of NTGPASS and CSS employees; and
 - (ii) after flexible lifestyle leave deductions being made in the case of Choice of Fund superannuation fund employees.

63.7 Independent advice

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

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

63.8 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 the employee providing the CEO four weeks' written notice requesting to terminate the arrangement, and the CEO approving the employee's request.
 - (iii) At the initiative of the CEO, on the giving of three months written notice to the employee, along with reasons for the cessation.
 - (iv) The employee ceases employment with the NTPS.
 - (v) The employee moves to a new work area within the agency, or to another agency and the new work area or agency does not agree to continue the arrangement.

- (b) Where a flexible lifestyle leave arrangement ceases, the employee will be reimbursed a lump sum payment, the amount of any unused flexible lifestyle leave. The reimbursement will be paid within two months of the cessation of the arrangement.

64 Personal Leave

64.1 General

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

64.2 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 the employee's commencement date subject to 64.2(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 two months service provided that the total leave does not exceed three weeks within the first 12 months of service; and
 - (iii) three weeks paid personal leave annually on the anniversary of the employee's commencement date.
- (c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 64.2(a) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.
- (d) A part-time employee is entitled to paid personal leave on a pro rata basis in accordance with the employee's agreed hours of work.
- (e) Casual employees are not entitled to paid personal leave.

- (f) Paid personal leave is cumulative.
- (g) An employee's paid personal leave entitlement will be deferred by any period of:
 - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 64.6;
 - (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.

64.3 Unpaid carer's leave – casual employees

- (a) Casual employees are entitled to two days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clauses 64.5 and 64.6.
- (b) Unpaid carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.
- (c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 64.3(a).

64.4 Additional Personal Leave

Where paid personal leave credits are exhausted:

- (a) Unpaid carer's leave
 - (i) An employee is entitled to access up to two days unpaid carer's leave on each occasion that the employee requires carer's leave.
 - (ii) Carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.
 - (iii) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 64.4(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 64.4 is subject to the notice and evidence requirements in clauses 64.5 and 64.6.

64.5 Notice Requirements

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

64.6 Documentation Requirements

- (a) An employee must apply for personal leave in the form required by the CEO as soon as it is reasonably practicable for the employee to make the application.
- (b) Subject to clause 64.6(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 64.1(a)(i), an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
 - (i) a medical certificate from a registered health practitioner; or
 - (ii) if it is not reasonably practicable for the employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside outside an urban area or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:
 - A. the reasons why it was not practicable to provide a medical certificate; and
 - B. the reason for and length of the absence.
- (c) Subject to clause 64.6(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 64.1(a)(ii) (carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with:
 - (i) evidence which may include a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires the employee's care or support to the extent that they will not be able to attend for duty; or
 - (ii) other relevant documentary evidence stating the unexpected emergency, and that this unexpected emergency required the employee's care or support.
 - (iii) A CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.
- (d) An employee may access personal leave without providing documentary evidence, up to a maximum of five days or the equivalent number of hours of duty per personal leave year, provided that no more than three of those days may be consecutive working days or the equivalent number of hours of duty.

- (e) An employee who is a shiftworker may access personal leave without providing documentary evidence up to a maximum of the employee's weekly hours or five shifts, whichever is the greater, provided that no more than three of those shifts may be consecutive working days.

64.7 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of clauses 64.5 and 64.6 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.

64.8 Medical examination at the direction of the CEO

- (a) The CEO may direct an employee to attend an examination by a registered health practitioner where:
 - (i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury;
 - (ii) it is considered that an employee's efficiency may be affected due to illness or injury;
 - (iii) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees or the public; or
 - (iv) under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.
- (b) An employee directed to attend a medical examination in accordance with clause 64.8(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 64.8(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known;

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

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

64.9 Personal leave – Workers Compensation

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

65 Defence Service Leave

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

65.2 Defence Service Leave entitlements include:

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

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

65.4 Notice and evidence requirements

An employee is required to

- (a) notify the CEO as 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.

65.5 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.

65.6 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 by-law, the claim will not be recognised by the Territory and the employee will submit any claim to the Australian Department of Defence.

66 War Service Leave

66.1 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.

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

66.3 Documentary requirements

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

66.4 Accrual of Leave

- (a) On the date of their commencement of employment in the NTPS, or the date of recognition of the illness or condition, whichever is the later, an employee will be entitled to:
 - (i) an initial (and once only) non-accumulative credit of nine weeks at full pay; and
 - (ii) an accumulative credit of three weeks at full pay.
- (b) After each period of 12 months service a further accumulative credit of three weeks at full pay, subject to a maximum balance of nine weeks cumulative accrual at any time.
- (c) An employee's accumulative war service leave entitlement will be deferred by any period of:
 - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 64.6;

- (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 66.3. For avoidance of doubt, a subsequent condition or illness does not entitle the employee to a further nine weeks or more than three weeks accumulation per 12 months of service.

66.5 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 64.

66.6 Recognition of Prior Service

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

67 Infectious Disease Leave

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

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

- 67.2 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*.

68 Compassionate Leave

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

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

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

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

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

- 68.5 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.

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

- 68.7 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 68.7(c), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.
- (c) In relation to leave under clause 68.3 (miscarriage), the employee must produce a medical certificate from a medical practitioner stating that the employee's pregnancy or their partner's pregnancy has ended.

69 Domestic, Family and Sexual Violence Leave

- 69.1 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.

- 69.2 Leave with pay is available to an employee who is experiencing domestic or family violence, or sexual violence and who requires time off for reasons including, but not limited to:
- (a) seeking safe accommodation;
 - (b) attending court hearings and police appointments;
 - (c) accessing legal advice;
 - (d) organising alternative care or education arrangements for the employee's children; or
 - (e) other related purposes approved by the CEO.
- 69.3 Domestic, Family and Sexual Violence Leave is in addition to other leave entitlements and counts as service for all purposes.
- 69.4 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.
- 69.5 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).

70 Foster and Kinship Carers Leave

- 70.1 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).
- 70.2 Carer Placement Leave
- (a) An employee may access Carer Placement Leave where the employee is:
 - (i) an authorised foster carer or kinship carer with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*; and
 - (ii) entering into a care arrangement for a child who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.

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

70.3 Carer Assessment and Training Leave

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

70.4 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.

70.5 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 64;
- (b) compassionate leave- refer to clause 68;
- (c) permanent care order application leave – refer to clause 74.7;
- (d) parental leave, including primary caregiver parental leave and partner leave – refer to clause 74.

71 Cultural and Ceremonial Leave

71.1 Recognising the important role Aboriginal Health Practitioners play in their community, support should be provided for employees to access paid cultural leave to where an employee is necessarily required by and adheres to Aboriginal culture for ceremonial purposes and / or tradition to be absent from work for Aboriginal ceremonial purposes.

- 71.2 An employee is entitled up to ten 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 the employee belongs.
- 71.3 The CEO may, on application grant leave subject to clauses 71.5 and 71.6.
- 71.4 The CEO will have regard for an employee's cultural or ceremonial obligations, may grant a further period of unpaid cultural and ceremonial leave and should not be reasonably refused.
- 71.5 Notice Requirements
- (a) An employee must make all reasonable efforts to advise the CEO as soon as reasonably practicable of the period or expected period of the cultural or ceremonial leave.
- 71.6 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.
- 71.7 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.
- 71.8 Cultural Ceremonial leave is non accumulative.

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

72 NAIDOC Week Leave

In recognition of the workforce being entirely Aboriginal Employees.

- 72.1 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).
- 72.2 When applying for leave employees are required to certify they will be attending a recognised NAIDOC week activity.
- 72.3 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.

73 Kinship Obligation Leave

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

73.2 For the purposes of this clause, 'kinship' means:

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

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

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

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

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

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

73.5 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.

73.6 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.

74 Parental Leave

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

74.1 Application

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

- (a) the birth of a child of the employee or the employee's spouse (including the birth of a child by way of a surrogacy arrangement);
- (b) the placement of a child with the employee for adoption; or
- (c) the placement of a child with the employee under a long term or permanent care order; and

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

74.2 Definitions

For the purpose of this clause:

(a) **child** means:

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

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

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

(c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:

- (i) the day on which the employee first takes parental responsibility for the child; or
- (ii) the day on which the employee starts any travel that is reasonably necessary to take parental responsibility for the child.

(d) **eligible casual employee** means a casual employee who has been engaged by the employer on a regular and systematic basis for a period of:

- (i) at least 12 months; or
- (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and:

A. the employer terminated the previous engagement;

- B. the employee was re-employed within three months after termination of the previous engagement; and
- C. the total employment period (i.e. the current employment and previous engagement) is at least 12 months.
- (e) **medical certificate** means a certificate signed by a medical practitioner.
- (f) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 1995* and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 74.10.
- (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.

74.3 Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (clause 74.8)	Less than 39 weeks or eligible casual employee	Nil	52 weeks	52 weeks
	Between 39 weeks and 12 months	Between 1 and 14 weeks*	Between 38 and 51 weeks	52 weeks
	At least 12 months	14 weeks	142 weeks	3 years
	At least 4 years and 35 weeks	Between 15 and 18 weeks*	Between 138 and 141 weeks	3 years
	At least 5 years	18 weeks	138 weeks	3 years
	<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 74.8 is used to calculate the amount of pro rata leave.</i>			
Partner leave (clause 74.9)	Less than 12 months or eligible casual employee	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years
	At least 5 years	2 weeks	154 weeks	3 years
Pre-natal leave (clause 74.4)	All employees (excludes casuals)	8 hours		8 hours

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Leave for pregnancy-related illness (clause 74.5)	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
No safe job leave (clauses 74.6(f) and 74.6(g))	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in clause 74.6(a))	For the entire risk period (as defined in clause 74.6(a))
	Where an employee is entitled to primary caregiver parental leave	For the entire risk period (as defined in clause 74.6(a))		For the entire risk period (as defined in clause 74.6(a))
Pre-adoption leave/ permanent care order application (clause 74.7)	Less than 12 months service or eligible casual employees	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
Special maternity leave (miscarriage) (clause 74.11(b))	All employees	Compassionate leave is available <i>(Accrued paid personal leave may be available)</i>	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
Special maternity leave (stillbirth) (clause 74.11(c))	All employees	As for primary caregiver parental leave Compassionate leave is also available	As for Primary caregiver parental leave	As for Primary caregiver parental leave

74.4 Pre-natal leave

- (a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling eight hours per pregnancy, to enable the employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to eight hours unpaid leave per pregnancy.
- (b) An employee must comply with the notice and evidence requirements set out in clause 74.12 to access pre-natal leave.

74.5 Leave for pregnancy-related illness

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

74.6 Transfer to an appropriate safe job

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

- (iii) the employee has complied with the notice and evidence requirements set out in clause 74.12 for taking primary caregiver parental leave.
- (g) An employee is entitled to unpaid no safe job leave for the risk period, or part thereof, if:
 - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
 - (ii) the employee is not entitled to primary caregiver parental leave in association with the pregnancy and birth (i.e. a pregnant casual employee who does not meet the definition of eligible casual employee); and
 - (iii) if required by the CEO, the employee has given the CEO evidence that would satisfy a reasonable person of the pregnancy.
- (h) If an employee is transferred to an appropriate safe job to work ordinary hours less than their usual ordinary hours during the risk period, the employee is entitled to paid or unpaid no safe job leave for the balance of their usual ordinary hours (subject to the requirements for those forms of leave being met).

74.7 Pre-adoption or permanent care order application leave

- (a) An employee seeking to adopt a child is entitled to take two days pre-adoption or permanent care order application leave for the purposes of attending interviews or examinations required:
 - (i) in order to obtain approval for the employee's adoption of a child; or
 - (ii) when making an application for a permanent care order.
- (b) Leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.
- (c) Pre-adoption or permanent care order application leave is paid leave, except for employees with less than 12 months continuous service or for casual employees where it is provided without pay.
- (d) An employee must comply with the notice and evidence requirements set out in clause 74.12 to access pre-adoption leave.

74.8 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 74.8(b)(v), an employee with at least 39 weeks continuous service, but less than four years and 35 weeks continuous service, at the time of commencing parental leave is entitled to primary caregiver parental leave, comprising of [A] and [B] below:

- A. Paid leave according to the following formula, up to a maximum of 14 weeks:

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

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

- 1) 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:

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

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

- (iv) Subject to clause 74.8(b)(vi) an employee with at least four years and 35 weeks continuous service at the time of commencing parental leave is entitled to up to three years primary caregiver parental leave, comprising of (A) and (B) below:

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

Continuous service at commencement of Parental leave:	Total number of weeks paid parental leave:
4 years 35 weeks	15
4 years 36 weeks	16

4 years 37 weeks	17
4 years and 38 or more weeks	18

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

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

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

Examples:

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

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

- (v) Employees with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 74.8(b)(iii), provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 12 months continuous service, any primary caregiver parental leave paid will be an overpayment and managed in accordance with clause 38 (Integrity of Payments).
- (vi) Employees with at least 4 years and 35 weeks but less than five years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 74.8(b)(iv), provided they will achieve five years continuous service during the first 18 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving five years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance with clause 38 (Integrity of Payments).

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

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

(c) Commencement of primary caregiver parental leave

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

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

(d) Exemptions to primary caregiver parental leave

(i) An employee is not entitled to primary caregiver parental leave in circumstances where:

- A. the employee's spouse (whether an NTPS employee or not) meets the definition of 'primary caregiver' as set out in clause 74.2(h); or
- B. the employee has taken (or is eligible for) partner leave entitlements under clause 74.9 in relation to the child.

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

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

74.9 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 74.2(h))

- (a) Entitlement to partner leave
- (i) An employee with less than 12 months continuous service at the time of commencing partner leave, or an eligible casual employee, is entitled to up to 52 weeks unpaid partner leave.
 - (ii) An employee who has completed at least 12 months continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 1 week paid partner leave, and
 - B. 155 weeks unpaid partner leave.
 - (iii) An employee who has completed at least five years continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 2 weeks paid partner leave, and
 - B. 154 weeks unpaid partner leave.
- (b) Taking partner leave
- (i) Partner leave may commence up to one week prior to the expected date of birth or placement of the child (unless the CEO agrees to an alternative arrangement).
 - (ii) Partner leave must not extend beyond the following periods:
 - A. In the case of an employee with less than 12 months continuous service at the time of commencing partner leave, or eligible casual employees: 24 months from the date of birth or placement of the child.
 - B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: three years from the date of birth or placement of the child.
 - (iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to eight weeks of their total partner leave entitlement in clause 74.9(a) in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise.
 - (iv) An employee must comply with the notice and evidence requirements set out in clause 74.12 in order to access partner leave.

Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 74.9(b)(iii) or the combined parental leave provisions in clause 74.10.

- (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 74.10) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:
 - A. the employee’s spouse is the primary caregiver at and immediately following the birth or placement of the child;
 - B. the employee’s spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least five years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);
 - C. as a consequence of the employee’s spouse no longer being the primary caregiver, the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child’s physical needs more than anyone else; and
 - D. the employee has complied with the notice and evidence requirements set out in clause 74.12.
 - (ii) The portion of their unpaid partner leave that the employee is entitled to be paid is equivalent to the period between the date on which the employee took over caring responsibilities for the child from employee’s spouse and:
 - A. for employees with at least 12 months but less than five years continuous service: 14 weeks from the birth or placement of the child; or
 - B. for employees with at least five years continuous service: 18 weeks from the birth or placement of the child.

74.10 Combined parental leave

- (a) An NTPS employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave pay scheme) provided that:
 - (i) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to three years parental leave;
 - (ii) each employee is eligible for paid parental leave; and
 - (iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.

- (b) Combined parental leave is subject to the following requirements:
 - (i) compliance with the notice and evidence requirements for taking parental leave set out in clause 74.12;
 - (ii) a maximum of two interchanges of employees sharing combined parental leave; and
 - (iii) evidence that parental leave will be utilised by both members of the NTPS employee couple.
- (c) For the avoidance of doubt, where an NTPS employee couple combines their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, that employee will be paid their ordinary rate of pay for the period of leave.

74.11 Special maternity leave

- (a) An employee who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where the employee's pregnancy ends other than by the birth of a living child.
- (b) Miscarriage – end of a pregnancy during the first 20 weeks of pregnancy
 - (i) In the event of a miscarriage, an employee may access unpaid special maternity leave for such period as a medical practitioner certifies as necessary.
 - (ii) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
 - (iii) An employee may also be eligible for paid compassionate leave in accordance with clause 68.
- (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 74.8) as if the child had been born alive.
 - (ii) An employee may also access compassionate leave in accordance with clause 68.

74.12 Notice and evidence requirements

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

date, or in other compelling circumstances. In these circumstance the notice and evidence required must be provided as soon as practicable.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Primary caregiver parental leave (clause 74.8) and partner leave (clause 74.9)			
Intention to take primary caregiver leave or partner leave	10 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)	Confirmation that the employee intends to take leave and the proposed start and end dates.
Prior to commencement of the primary caregiver leave or partner leave	4 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO) And a statutory declaration	Written notice: confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and <u>if the leave is birth related leave:</u> the date of birth, or expected date of birth of the child; or <u>if the leave is adoption/permanent care order related leave:</u> the day of placement, or the expected placement, of the child. Statutory declaration: <u>if the request is for primary caregiver leave:</u> a statement that the employee will become the primary caregiver at all times while on leave; or <u>if the request is for partner leave:</u> a statement that the employee will have responsibility for the care of the child at all times while on leave.
Pregnancy related illness (clause 74.5)			

	Timeframe to provide notice	Types of notice required	What must be included in the notice
All circumstances	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	Written notice: the proposed start and end date of the leave Medical certificate: stating the employee is unfit for work for the stated period because of a pregnancy-related illness.
Special maternity leave (clause 74.11)			
Miscarriage or Stillbirth	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	Written notice: - the proposed start and end date of the special maternity leave Medical certificate: - stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.
Pre-adoption or permanent care order application leave (clause 74.7)			
All circumstances	As soon as practicable (which may be a time after the leave has started)	Written notice, and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or permanent care order application.
Pre-natal leave (clause 74.4)			
Per occasion	As soon as reasonably practicable	Written notice, and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

74.13 Keeping in touch days

- (a) During a period of parental leave, the CEO and employee may agree to the employee performing work for the purpose of keeping in touch, in order to facilitate a return to employment at the end of the parental leave.

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

74.14 Other employment while on parental leave

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

74.15 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 74.8 or 74.9, is entitled to extend their period of parental leave up to the full 12 month period, provided that:
 - A. The employee notifies the CEO in writing at least four weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.
 - (ii) An employee that has made a request to extend their parental leave in accordance with clause 74.15(a)(i) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:
 - A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible casual employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or

- B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed three years after the date of birth or day of placement of a child.
- (b) Where the initial period of parental leave is more than 12 months
 - (i) An employee who is on an initial period of parental leave of more than 12 months under clause 74.8 or 74.9 and is eligible for up to three years parental leave, is entitled to request that their period of parental leave be extended, provided that:
 - A. the employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and
 - B. the new end date of parental leave is not beyond three years after the date of birth or day of placement of the child.
 - (ii) The employee is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirements prescribed by clause 74.15(b)(i).
 - (iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 74.18 below.
- (c) For the avoidance of doubt, an employee who has taken three years parental leave (i.e. their maximum entitlement) is not entitled to extend their period of parental leave.

74.16 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 74.8.
 - B. Special Maternity Leave (stillbirth), as per clause 74.11(c).

- C. Clause 74.16(a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 74.16(b) does not apply to Partner Leave, including periods of paid Partner Leave where employee takes over caring responsibilities for their child under clause 74.9(c).

(iii) This clause does not apply to casual employees.

- (d) Should the employee elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions under clause 74.16(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 74.16(b) will only be paid for the first 14 weeks. For the remaining 14 weeks of paid parental leave, superannuation contributions will apply as if the employee had been at work.

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

74.17 Return to work after a period of parental leave

- (a) Returning to work within the first six weeks of birth
 - (i) An employee who is the birth giver and elects to return work within the first six weeks following the birth of the child must provide a medical certificate stating that the employee is fit for work during that period.
- (b) Returning to work early
 - (i) During a period of parental leave an employee is entitled to request that they return to work early, provided that the employee makes an application to the CEO in writing at least:
 - A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period up to 52 weeks; or
 - B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.
 - (ii) The CEO must respond to a request made by an employee under this clause in accordance with clause 74.18 below.
- (c) Cancelling leave or returning to work – stillbirth or death of a child

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

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

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

 - (i) four weeks before the expiration of parental leave where the employee has been on parental leave for a period of up to 52 weeks; or
 - (ii) 12 weeks before the expiration of parental leave where the employee has been on parental leave for a period in excess of 52 weeks.
- (e) Returning to work on reduced hours
 - (i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to six months in order to care for their child.
 - (ii) Where an employee makes an election under clause 74.17(e)(i), notification must be given as soon as possible but no less than eight weeks prior to the date that the employee is due to return to work from parental leave.
 - (iii) Part-time employment will be facilitated in accordance with clause 21 (Part-time employment).
 - (iv) The CEO must facilitate an election made by an employee under this clause.
 - (v) Where the CEO agrees, an employee may continue on reduced hours for a period greater than six months.
- (f) Returning to pre-parental leave position
 - (i) An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing parental leave, or if the pre-parental leave position no longer exists, to a position of similar pay and status.
 - (ii) In circumstances where the employee has elected to return to work on reduced hours for up to six months in accordance with clause 74.17(e)(i) and the election cannot be accommodated as per clause 74.17(f)(i), the employee is entitled to alternative duties. Whilst undertaking alternative duties, the employee is entitled to their full rate of pay (for the position the employee would otherwise have returned to) for the ordinary hours that the employee works.
 - (iii) In circumstances where the employee was transferred to an appropriate safe job in accordance with clause 74.6, the employee's pre-parental leave

position will be the position the employee held prior to the appropriate safe job transfer.

- (iv) In circumstances where the employee was promoted to a new position while on parental leave, the employee is entitled to return to the new position.

74.18 CEO review of certain employee requests

- (a) This clause applies to an employee's request to:
 - (i) extend parental leave (clause 74.15);
 - (ii) return to work early (clause 74.17(b)); or
 - (iii) reduce their ordinary hours of work for a period greater than 6 months (clause 74.17(e)(v)).
- (b) The CEO will consider an employee's request and respond in writing within 21 days.
- (c) In considering an employee's request, the CEO will have regard to the employee's circumstances. Provided the employee request is genuinely based on the employee's parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in clause 4(v).
- (d) An employee request and the CEO's response must be recorded in writing.

74.19 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 the employee would otherwise be entitled.
 - (ii) Where an employee utilises half pay parental leave, leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay.

For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14

weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay. In addition, only the first 14 weeks of the half pay period counts for service. See clause 74.19(h)(ii).

- (iii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave on half pay.
- (e) Access to other leave entitlements while on parental leave
 - (i) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
 - (ii) Taking other paid leave entitlements in conjunction with unpaid parental leave does not:
 - A. break the continuity of the period of parental leave; or
 - B. extend the maximum period of parental leave an employee is entitled to.
- (f) Consultation and communication during parental leave
 - (i) Where an employee is on parental leave and a definite decision has been made to introduce a substantial change to the workplace, the CEO will take reasonable steps to:
 - A. make information available to the employee; and
 - B. provide the employee an opportunity to discuss any significant effect the change will have on the status, pay, location or responsibility level of the employee's pre-parental leave position.
 - (ii) An employee on parental leave must take reasonable steps to inform the CEO about any significant matter that will affect the duration of the parental leave, the employee's intention to return to work or the employee's intention to make a request to work reduced hours in accordance with 74.17(e).
- (g) Replacement employees
 - (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
 - (ii) Before the CEO engages a replacement employee, the CEO must inform that person of the:
 - A. temporary nature of the employment;
 - B. return to work rights of the employee who is being replaced; and
 - C. rights of the CEO to require the employee on parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

- (h) Effect of parental leave on service
 - (i) A period of parental leave does not break an employee's continuity of service.
 - (ii) Any period of paid parental leave will count as service, however where an employee elects paid parental leave at half pay, in accordance with clause 74.19(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.

75 Long Service Leave

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

76 Public Holidays

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

77 Christmas Closedown

- 77.1 The CEO will consult with relevant employees where the agency, or part of the agency, will close down for a nominated period and where the closedown will occur provided that:
 - (a) at least three months notice in writing is given to employees prior to the closedown period; and
 - (b) the nominated period covers the Christmas and New Year period.
- 77.2 Closedown may apply to part of an agency where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a closedown period. This may occur subject to the CEO:
 - (a) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or
 - (b) if no volunteers are forthcoming, directing employees with at least two months notice to cover the closedown period.

78 Emergency Leave

- 78.1 The CEO may, if satisfied that there is sufficient cause, grant an employee emergency leave on full pay not exceeding three days in any year.
- 78.2 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, the 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.

- 78.3 For the purposes of this clause:
- (a) **emergency** means a sudden, unexpected and serious situation where the employee is unable to attend work or is required to return home before the employee's usual ceasing time to ensure their personal safety or the protection of the 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.

79 Release for Jury Service

- 79.1 An employee required to attend for jury service (including attendance for jury selection) under a law of the Commonwealth, a State or a Territory is entitled to be absent from their employment for the period of the jury service, including:
- (a) the time when the employee engages in jury service;
 - (b) reasonable travelling time associated with jury service;
 - (c) reasonable rest time immediately following jury service.
- 79.2 Notice and evidence Requirements
- (a) An employee required to attend for jury service must provide the CEO with notice of the absence as soon as practicable (which may be a time after the absence has started). The notice must advise the CEO of the period, or expected period, of the absence.
 - (b) The CEO may require the employee to provide evidence that would satisfy a reasonable person that the absence is because the employee has been, or will be, engaging in jury service.

79.3 Jury service during paid leave

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

79.4 Payments during jury service

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

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

80 Leave to Attend Industrial Proceedings

- 80.1 An employee required by summons or subpoena to attend industrial proceedings, or to give evidence in proceedings affecting the employee will be granted paid leave.
- 80.2 Leave to attend industrial proceedings counts as service for all purposes.

81 Leave to Attend Arbitration Business

- 81.1 The CEO may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions:
 - (a) leave will not be granted to more than two employees who are representatives of an organisation at the one time in respect of any one such proceeding;
 - (b) leave to conduct a case will be with full pay;
 - (c) leave for preparation of a case will be without pay and will not exceed three months in any 12 months.
- 81.2 Paid leave granted under this clause will count as service for all purposes.
- 81.3 Unpaid leave granted under this clause will not count as service but does not break continuity of service for long service leave purposes.

82 Release to Attend as a Witness

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

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

82.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clauses 82.1 and 82.2, the 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.

83 Leave for Grievance and Dispute Resolution Training

83.1 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.

83.2 Leave granted under clause 83.1 will be with full pay at ordinary time, excluding shift, penalty or overtime payments, and will count as service for all purposes.

84 Gender Transition Leave

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

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

84.2 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.

84.3 Entitlement to Paid and Unpaid Gender Transition Leave

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

84.4 Notice and evidence requirements

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

85 Health Screening Leave

85.1 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.

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

85.3 Notice and evidence requirements

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

86 Blood Donor Leave

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

87 Special Leave Without Pay

- 87.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.
- 87.2 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.
- 87.3 Special leave without pay will not count as service for any purpose.
- 87.4 An employee will not be permitted access to accrued entitlements, or any condition of service during a period of special leave without pay.

88 Leave to engage in voluntary emergency management activities

- 88.1 The CEO may grant leave with pay to an employee:
 - (a) who is a member of a volunteer emergency service unit or fire brigade and is required to attend operational exercises (including training) or to participate in an emergency operation conducted by:
 - (i) Northern Territory Emergency Service within the meaning of the *Emergency Management Act 2013*;
 - (ii) Bushfires NT/ Bushfires brigade/ the Bushfires Council or a Regional Committee within the meaning of the *Bushfires Management Act 2016*;
or
 - (iii) the auxiliary or volunteer members of the Northern Territory Fire and Rescue Service.
 - (b) who engages in community service necessarily rendered following a natural disaster, subject to any limitations imposed by the CEO.
- 88.2 Leave granted with pay may include reasonable rest time immediately following the activity.
- 88.3 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.
- 88.4 The CEO may require an employee to provide evidence that would satisfy a reasonable person that the leave taken, or to be taken, is for one of the reasons set out in this clause.

Part 8 Preserved Entitlements for Long Term Employees

89 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 89(a) ceases eligibility to the allowance, they shall not be eligible to recommence claiming the allowance for any future dependency purposes.

90 Airfares and Other Related Entitlements

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

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

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

WITHOUT PREJUDICE

SIGNATORIES to the NTPS Aboriginal Health Practitioner 2022 – 2025 Enterprise Agreement

.....
Commissioner for Public Employment

Name:
Address: GPO Box 4371
Darwin NT 0801

Dated:

.....
Erina Early
NT Branch Secretary
United Workers Union
Address: 38 Woods Street, Darwin, NT, 0801
Bargaining Representative of NTPS Aboriginal Health Practitioners

Dated:

Schedule A NTPS Redeployment and Redundancy Entitlements

A.1 Definitions

A.1.1 For the purposes of these provisions:

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

A.2 Consulting Relevant Unions

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

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

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

A.3 Finding of Other Suitable Employment

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

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

A.3.3 Where other suitable employment for a potentially surplus employee or a surplus employee is identified the employee will be transferred. Where the transfer is to a lower level designation and salary, the written consent of the employee is required and the income maintenance provisions of clause A.6.3 apply.

A.4 Voluntary Retrenchment

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

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

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

A.4.4 The surplus employee may be retrenched at any time within the period of notice under clause A.4.3, at the direction of the CEO or the request of the employee, in which case the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.

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

- (a) For an employee with at least one year but less than two years service: four weeks salary;
- (b) For an employee with at least two years but less than three years service: six weeks salary;
- (c) For an employee with between three years and three and a half years service: seven weeks salary; and
- (d) For an employee with greater than three and a half years service: two weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.

A.4.6 For the purpose of calculating payment under clause A.4.5:

- (a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that the employee is a surplus employee, the salary level is the employee's salary in the employee's higher designation at the date of notification; and
- (b) where an employee has been paid a loading (ie shiftwork payment) for shiftwork for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of "weeks salary".

- A.4.7** The inclusion of allowances or loadings as salary, other than those specified in clause A.4.6 will be at the discretion of the employer.
- A.4.8** The entitlement under:
- (a) clause A.4.3 constitutes notice for the purposes of section 117 of the FW Act; and
 - (b) clause A.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.
- A.4.9** All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- A.4.10** Subject to clause A.4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.
- A.4.11** A surplus employee who has a leave airfare entitlement pursuant to the By-laws, is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependants. This entitlement is in lieu of removal and relocation expenses in clause A.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.
- A.5 Notice of Redundancy**
- A.5.1** A surplus employee cannot be given notice under this clause unless the employee has:
- (a) been offered a voluntary retrenchment and has declined that offer; or
 - (b) has requested a voluntary retrenchment and the employer has refused the request.
- A.5.2** Subject to clause A.5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:
- (a) the employee is entitled to 26 weeks formal notice of redundancy; or
 - (b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.
- A.5.3** In addition to notice of redundancy under clause A.5.2, a surplus employee must be given four weeks formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause A.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.
- A.5.4** The period of notice under clause A.5.3 constitutes notice for the purposes of section 117 of the FW Act.

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

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

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

A.6 Transfer to Other Suitable Employment

- A.6.1** A potentially surplus employee or a surplus employee is entitled to four weeks notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the four week notice period.
- A.6.2** A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving their household to a new location if, in the opinion of the employer the transfer is necessary to enable the employee to take up suitable employment.

A.6.3 Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary the employee will be entitled to income maintenance payments as follows:

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

A.6.4 Income maintenance payments are calculated as follows:

- (a) an amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or
- (b) where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which the employee received notice of the transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.

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

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

A.7 Use of Accrued Personal Leave

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

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

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

A.8 Right of Review

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

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

A.9 Substitution or Other Provisions

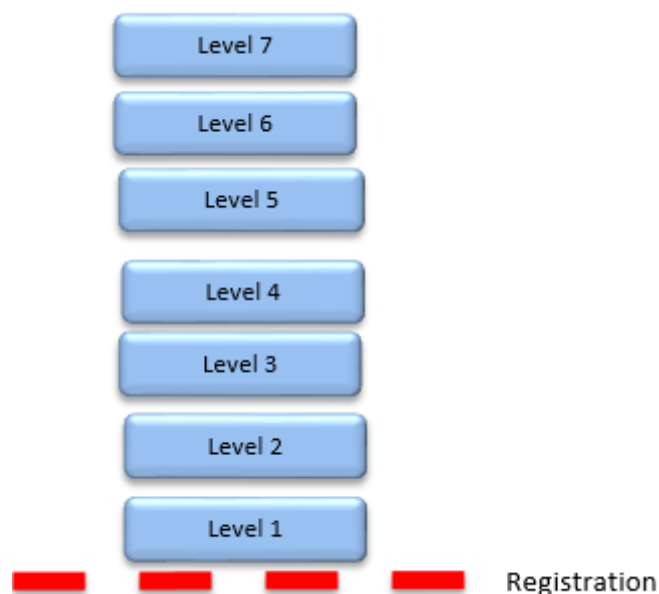
Where the employer and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to a potentially surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

A.10 Exemption

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

Schedule B

Aboriginal Health Practitioner Classification Structure



Aboriginal and Torres Strait Islander Health Practitioners are a regulated profession under the Health Practitioner Regulation National Law Act, 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 capability and leadership framework (CLF); 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 – 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.

Minimum qualification requirement is AQF level 4 (Australian Qualification Framework) relevant to the profession and career pathways.

Aboriginal Health Practitioner Level 2 – 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 (Australian Qualification Framework) relevant to the profession and career pathways.

Aboriginal Health Practitioner Level 3 – 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 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.

Minimum qualification requirement of AQF level 5 (Australian Qualification Framework) relevant to the profession and career pathways.

Aboriginal Health Practitioner Level 4 – 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.

Minimum qualification requirement is AQF level 6 (Australian Qualification Framework) relevant to the profession and career pathways.

Aboriginal Health Practitioner Level 5 – 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.

Minimum qualification requirement is AQF level 7 (Australian Qualification Framework) relevant to the profession and career pathways.

Aboriginal Health Practitioner Level 6 – 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.

Minimum qualification requirement is AQF level 7 (Australian Qualification Framework) relevant to the profession and career pathways.

Aboriginal Health Practitioner Level 7 – Chief Aboriginal Health Practitioner

Chief Health Practitioner providing high level strategic support and advise to the Executive, CEO, and Minister on issues relevant to 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.

Minimum qualification requirement is AQF level 7 (Australian Qualification Framework) relevant to the profession and career pathways.

Schedule C Salaries

Designation	Old Salary Rates Effective 19.08.21 \$ p.a.	Salary commencing FPP on or after 10.08.22 \$ p.a.	Salary commencing FPP on or after 10.08.23 \$ p.a.	Salary commencing FPP on or after 10.08.24 \$ p.a.
AHP Class 1 (Transition)	63 099	64 992	66 942	68 950
AHP Class 1	63 099	64 992	66 942	68 950
	64 805	66 749	68 752	70 814
	66 511	68 506	70 562	72 678
	68 217	70 264	72 371	74 543
	69 922	72 020	74 180	76 406
AHP Class 2 (Transition)	71 395	73 537	75 743	78 015
AHP Class 2	71 395	73 537	75 743	78 015
	75 399	77 661	79 991	82 391
	79 404	81 786	84 240	86 767
	83 408	85 910	88 488	91 142
	87 413	90 035	92 736	95 519
	91 418	94 161	96 985	99 895
AHP Class 3 (Transition)	94 162	96 987	99 896	102 893
AHP Class 3	94 162	96 987	99 896	102 893
	98 786	101 750	104 802	107 946
	103 412	106 514	109 710	113 001
AHP Class 4 (Transition)	106 515	109 710	113 002	116 392
AHP Class 4	106 515	109 710	113 002	116 392
	108 281	111 529	114 875	118 322
	110 048	113 349	116 750	120 252
AHP Class 5 (Transition)	113 349	116 749	120 252	123 860
AHP Class 5	113 349	116 749	120 252	123 860
	117 092	120 605	124 223	127 950
	120 835	124 460	128 194	132 040
AHP Class 6	124 462	128 196	132 042	136 003
	128 228	132 075	136 037	140 118
	131 994	135 954	140 032	144 233
	135 760	139 833	144 028	148 349
AHP Class 7	139 833	144 028	148 349	152 799
	143 477	147 781	152 215	156 781
	147 120	151 534	156 080	160 762
	150 765	155 288	159 947	164 745

Schedule D Allowances

Allowance	Clause	Frequency	RATES EFFECTIVE 01.01.23 \$	
Remote Locality Electricity Subsidy	48	p.a.		
Basic Entitlement				
Special Category	48	p.a.	\$	790
Category 1	48	p.a.	\$	1,578
Category 2	48	p.a.	\$	2,370
Category 3	48	p.a.	\$	3,162
Dependant/After-Hours Rate				
Special Category	48	p.a.	\$	988
Category 1	48	p.a.	\$	1,976
Category 2	48	p.a.	\$	2,963
Category 3	48	p.a.	\$	3,953
Overtime Meal Allowance	43	day	\$	24.60
On call				
- night rate	57	night	\$	34.90
- day/night rate	57	night & day	\$	52.20
Note:				
* The allowances contained in this Schedule will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year.				
* The allowances will not reduce if the Darwin Consumer Price Index is negative.				