Northern Territory Public Sector
Dental Officers'
2018 – 2022
Enterprise Agreement

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Part 1 Application and Operation of the Agreement

1 Title

This Agreement will be known as the *Northern Territory Public Sector Dental Officers' 2018—2022 Enterprise Agreement*.

2 National Employment Standards

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

3 Definitions

For the purposes of this Agreement:

(a) **Agreement** means the *Northern Territory Public Sector Dental Officers' 2018—2021 Enterprise Agreement*;

(b) **CEO** means the Chief Executive Officer of the Department of Health or their delegate;

(c) **Commissioner** means the Commissioner for Public Employment in the Northern Territory;

(d) **Dental Officer** or **Dental Officers** means any dental practitioner granted registration as a dentist within Australia and who maintains current registration with the Dental Board of Australia and who is employed in one of the designations listed in Attachment C of this Agreement by DOH;

(e) **DOH** means the Department of Health and includes Top End Health Service and Central Australia Health Service;

(f) **employee** means a Dental Officer employed by DOH under the PSEM Act;

(g) **employer** means the Commissioner for Public Employment in the Northern Territory;

(h) **FTE** means full time equivalent hours, which in the case of this Agreement is 36 hours and 45 minutes or 36.75 hours;

(i) **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time or any successor to that Act;

(j) **FWC** means the Fair Work Commission;

(k) **NTPS** means the Northern Territory Public Sector;

(l) **party** or **parties** mean those entities specified in clause 4 of this Agreement;

(m) **PSCC** means the Public Sector Consultative Council established under the PSEM Act;

(n) **PSEM Act** means the *Public Sector Employment and Management Act* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations as varied from time to time, made under that Act;

(o) **Union** means the Community and Public Sector Union.

4 Parties Covered by this Agreement

This Agreement covers:

(a) the Commissioner;

(b) the Union; and

(c) Dental Officers.

5 Period of Operation

This Agreement will come into effect seven days after approval from the FWC and will remain in force until 21 August 2022.

6 Relationship to the PSEM Act

6.1 The parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment.

6.2 This Agreement will be read in conjunction with the PSEM Act and will prevail over the PSEM Act to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.

6.3 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws and Determinations will not be unilaterally varied without consultation with the affected parties prior to formalisation of an amendment.

6.4 This clause will not operate in any way to diminish the Commissioner's statutory powers under the PSEM Act.

7 No Extra Claims

7.1 This Agreement constitutes a final settlement of the parties' claims, and together with the PSEM Act, is intended to set out processes for determining all the terms and conditions of employment of the employees who will be subject to this Agreement, until its expiry.

7.2 The parties agree that they will not make any extra claims in relation to employee terms and conditions of employment in operation for the period of this Agreement.

8 Negotiations for Replacement Agreement

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

9 Review of certain matters

The parties agree to establish a working party to review certain matters during the term of this Agreement, including the Dental Officer classification structure, competency framework and recognition of advanced clinical practice.

10 Objectives of the Agreement

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

(a) improved human resource practices;

(b) staff development;

(c) management and professional development programs; and

(d) other programs of continuous improvement.

10.2 The parties acknowledge the need to examine jointly and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes and the consultative mechanisms referred to in clause 14 - Management of Change will be employed by the parties for this purpose.

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

10.4 The parties agree that this Agreement provides a basis for enabling employees to balance their work and personal lives.

11 Productivity

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

11.2 It is also recognised that the former Dental Officers' Agreements and Determinations, and this Agreement were negotiated in the context of taking into account actual productivity improvements and further improvements expected during the term of this Agreement.

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

12 Security of Employment

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

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

Part 2 Procedural Matters

13 Dispute Settling Procedures

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

13.2 Subject to clause 13.3 this clause sets out procedures to be followed for avoiding and resolving disputes in relation to:

(a) a matter arising under this Agreement; or

(b) the National Employment Standards.

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

(a) refusals for requests for flexible working arrangements on reasonable business grounds under clauses 25 and 62.19(e) of this Agreement and section 65(5) of the FW Act; or

(b) refusals for requests for extended parental leave on reasonable business grounds under clause 62.20 of this Agreement and section 76(4) of the FW Act.

13.4 An employee who has a grievance about matters referred to in clause 13.3 can utilise section 59 of the PSEM Act to have the decision reviewed.

13.5 In the event of a dispute about a By-law issued under the PSEM Act, clauses 13.7 and 13.8 will apply.

13.6 General

(a) Subject to the requirements of the FW Act, a party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute.

(b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

(c) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice prior to the dispute arising, provided that this does not apply to an employee who has reasonable concerns about an imminent risk to their health and safety, has advised the CEO of this concern and has not unreasonably failed to comply with a direction by the CEO to perform other available work that is safe and appropriate for the employee to perform.

(d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.

(e) Any decision or direction the FWC makes in relation to the dispute will be in writing.

(f) Subject to the right of appeal under clause 13.9(d), any direction or decision of the FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties.

13.7 Internal Resolution

(a) In the event of a dispute, the parties will in the first instance endeavour to resolve the matter internally as follows:

(i) The employee will refer the matter to their immediate supervisor for resolution, who may request that the employee provide written details of the matter, provided that where the dispute concerns alleged actions of the immediate supervisor, the employee may by-pass this step.

(ii) If the matter cannot be resolved under clause 13.7(a)(i), it will be referred in writing to the relevant manager for resolution.

(iii) If the matter cannot be resolved under clause 13.7(a)(ii), it will be referred in writing to the relevant CEO for resolution.

(iv) If the matter cannot be resolved under clause 13.7(a)(iii), it will be referred in writing to the Commissioner for resolution.

(b) Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in clause 13.7(a) will begin within 48 hours of, and be completed within five working days of the referral relating to that particular stage.

13.8 Conciliation

(a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 13.6(f), any party may refer the dispute to the FWC, for resolution by conciliation.

(b) Provided the requirements of clauses 13.6 and 13.6(f) have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.

(c) Conciliation before the FWC will be regarded as completed when:

(i) the parties have reached agreement on the settlement of the dispute; or

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

13.9 Arbitration

(a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.

(b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.

(c) Subject to clause 13.9(d), the determination of the FWC is final and binding.

(d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.

14 Management of Change

14.1 This clause applies if the CEO:

(a) has developed a proposal for major change to production, program, organisation, structure or technology in relation to their agency that is likely to have a significant effect on the employees; or

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

Notification and Representation

14.2 For a proposed major change or changes to regular roster pattern or ordinary hours of work referred to in clause 14.1:

(a) the CEO must notify and consult the relevant employees and their unions of the proposal to introduce the major change; and

(b) clauses 14.3 to 14.9 apply.

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

14.4 If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the CEO of the identity of the representative;

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

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

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the CEO's workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration to regular roster pattern or arrangements, ordinary hours and/or hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

Consultation

14.6 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 to employees about proposed changes or decisions or other matters that will impact on them;; and

(ii) information about any other matters that the CEO reasonably believes are likely to affect the employees.

(c) providing an opportunity for employees and their representatives, to put forward views, comments and suggestions on the matters including the opportunity, where relevant to meet with employee representatives. Any impact in relation to family or caring responsibilities of employees will be included;

(d) consider the views, comments and suggestions submitted; and

(e) advise employees and their representatives of the final decisions, explaining how the views expressed by the employees and their representatives were taken into account.

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

14.8 The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees.

14.9 Following consultation under clause 14.1, after making a final decision a CEO must consult on implementation.

14.10 In this clause:

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

15 Public Sector Consultative Council

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

16 Union Rights

16.1 Union Representation

(a) The employer recognises the legitimate right of the union to represent those employees who are members, or eligible to become members.

(b) An employee appointed as a union delegate in DOH will be recognised as the accredited representative of the union. An accredited union delegate will be allowed reasonable time during working hours to consult with members or employees eligible to become members on employment matters affecting employees.

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

16.2 Union Training Leave

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

(b) The approval for an employee to attend a training course will be subject to the operational requirements of DOH.

(c) An employee seeking to take training leave under this clause must:

(i) unless agreed by the CEO, have completed at least 12 months continuous service prior to taking training leave; and

(ii) have been nominated by the union to attend the course for which the training leave is sought.

(d) The employee will only be paid for the period of training leave if:

(i) the employee provides evidence satisfactory to the CEO of their attendance at the course for which training leave was sought; and

(ii) unless agreed by the CEO, the CEO has received not less than four weeks' written notice of nomination from the union, setting out the time, dates, content and venues of the course.

(e) Leave granted under this clause will be on ordinary pay, not including shift and penalty payments or overtime.

(f) Leave granted under this clause will count as service for all purposes.

16.3 Communication

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

16.4 Delegate's Rights and Obligations

(a) The role of the union workplace delegates and other elected union representatives is to be respected and facilitated.

(b) An employee may have a union representative to represent the employee in a dispute or significant workplace matter and make representations on behalf of the employee.

(c) Agencies and union workplace delegates must deal with each other in good faith.

(d) The rights and obligations of union workplace delegates will be underpinned by the following principles:

(i) workplace delegates will be able to perform their role without any discrimination in their employment;

(ii) ability for delegates to represent their members in the workplace (eg during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent members generally);

(iii) ability for delegates to have access to paid time to consult with employees;

(iv) reasonable access to agency facilities (including telephone; facsimile, photocopying, internet and email facilities, meeting rooms) for the purpose of work as a delegate;

(v) opportunity to inform staff about union membership;

(vi) ability to represent employees at an industrial tribunal;

(vii) maintaining the confidentiality of agency information as well as information about NTPS employees;

(viii) all parties will behave in a professional, productive and ethical manner;

(ix) a delegate would be expected to carry out their normal duties; and

(x) ability for an official to "walk around" a workplace to hold individual discussion contingent on the nature of the work being performed in the workplace subject to discussion with and prior approval of the CEO. Approval for "walk around" will not be unreasonably withheld.

17 Appropriate Workplace Behaviour

17.1 The Employer, CEOs and employees to this Agreement are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying and will take all reasonably practicable steps to:

(a) foster a culture of respect in the workplace; and

(b) ensure employees are treated appropriately and not subject to bullying.

17.2 An employee who is aggrieved by their treatment in employment may seek a review under section 59 of the PSEM Act.

Part 3 Employment Arrangements

18 Engagement of Employees

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

18.2 At the time of engagement each employee will be informed in writing of the terms of their engagement, including:

(a) the type of employment;

(b) whether a probationary period applies and, if so, the expected duration of the period and advice regarding the maximum duration of the period;

(c) if the person is engaged as a fixed-term employee, the project or task in relation to which the person has been engaged and/or the duration of the engagement; and

(d) advice of the main instruments governing the terms and conditions of their employment.

19 Part-time Employment

19.1 No employee who is currently employed on a full-time basis will be required to convert to part-time employment or transfer without their consent to enable part-time employment.

19.2 At the time of engagement or of conversion from full-time employment, the CEO and the employee will agree in writing on a regular pattern of part-time work (agreed hours), specifying at least the hours worked each day, which days of the week the employee will work, and the actual starting and finishing times each day.

19.3 Changes to agreed hours of work originally established may be made in writing by mutual agreement between the CEO and the employee.

19.4 The span of hours during which a part-time employee may work their agreed hours will be the same span applicable to full-time employees.

19.5 Subject to clause 51 (Overtime) overtime will only be paid for work performed:

(a) outside the normal span of hours as specified in clause 43; or

(b) in excess of any daily maximum hours of seven hours and 21 minutes; or

(c) as on-call as defined in clause 50 or emergency duty as defined in clause 53; or

(d) after working in excess of 73 hours and 30 minutes per fortnight.

19.6 Part-time employees will be employed for not fewer than 14 hours 42 minutes over a fortnight (with no Employee required to work less than two hours on any day they work) or more than 58 hours 48 minutes per fortnight.

19.7 Where the employee agrees, a part-time employee may work fewer or more hours per week than the minimum and maximum limits stipulated in clause 19.6.

19.8 A part-time employee will be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis.

19.9 Entitlement to service increments will be on the basis of having worked the same chronological time that entitles a full-time employee to an increment, regardless of the number of hours worked.

20 Casual Employment

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

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

21 Individual Flexibility Arrangements

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

(a) deals with arrangements about when work is performed;

(b) meets the operational needs of DOH;

(c) is genuinely agreed to by the CEO and the employee;

(d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;

(e) must not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and

(f) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

21.2 Arrangements are to be in writing and:

(a) signed by the CEO and employee and if the employee is under eighteen years of age, signed by a parent or guardian of the employee;

(b) include details of:

(i) the terms of this Agreement that will be varied by the arrangement;

(ii) how the arrangement will vary the effect of the terms;

(iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

(c) state the period of operation of the arrangement.

21.3 To take effect, the individual flexibility arrangement must be approved by the Commissioner and implemented via a Determination or other appropriate instrument and the CEO must give the employee a copy of the Determination or other appropriate instrument within 14 days of the Commissioner's approval.

21.4 The Commissioner will not approve an individual flexibility arrangement unless the Commissioner is satisfied that the requirements of this clause have been met.

21.5 The CEO or employee may terminate the individual flexibility arrangement:

(a) by giving written notice of not more than 28 days (or in accordance with FW Act requirements) to the other party to the arrangement; or

(b) if the CEO and employee agree in writing - at any time.

21.6 An employee may choose to be represented by their nominated representative in relation to the development and implementation of individual flexibility arrangements.

22 Variation to Working Arrangements for Groups of Employees

22.1 A group of employees and DOH may agree to depart from the standard approach specified in or developed in accordance with this Agreement including amongst other matters:

(a) hours of work;

(b) commuted salaries or allowances;

(c) meal breaks; and

(d) leave.

22.2 Agreements to vary working arrangements will:

(a) result in more efficient operations;

(b) be genuinely agreed to by the majority of employees involved;

(c) result in employees being better off overall than the employees would have been if no variation had been made;

(d) be recorded in writing and approved by the CEO;

(e) if required by the parties, include a mechanism to terminate or review the Agreement; and

(f) require approval of the Commissioner and implementation via Determination or other appropriate instrument.

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

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

23 Workloads

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

23.2 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.

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

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

23.5 Subject to clause 48 (Additional Hours and Overtime) and clause 51.1(b) (Overtime), employees are to be properly compensated for additional hours worked, either through overtime payments, time off in lieu of overtime arrangements, or other flexible working arrangements.

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

23.7 Subject to clause 23.4, 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.

23.8 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.

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

24 Work Life Balance

24.1 Work Life Balance Initiatives

(a) The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. The following initiatives are available in the NTPS, subject to approval, and are recognised as ways to structure work to facilitate work life balance:

(i) job sharing;

(ii) career breaks;

(iii) part-year employment; and

(iv) short-term absences for family and community responsibilities.

(b) In addition to the above, the following provisions are contained in this Agreement and assist employees to balance work and life commitments. The application and approval process are set out under the relevant clauses:

(i) Part-time employment (fixed period or ongoing) (clause 19);

(ii) Individual Flexibility Arrangements (clause 21); and

(iii) Right to request a flexible work arrangement in accordance with the NES (clause 25).

24.2 General principles in relation to work life balance initiatives

(a) An employee's request to access work life balance initiatives:

(i) must be in writing; and

(ii) set out details of the change sought and the reasons for the request.

(b) When considering applications from employees wishing to access the initiatives specified in clause 24.1, the CEO must ensure that:

(i) DOH operational requirements are taken into account and services to the public are not disrupted;

(ii) employees fulfil the criteria outlined in this clause;

(iii) fair and reasonable consideration is given to employee applications; and

(iv) arrangements can be put in place to ensure that approval of the applications will not result in unreasonable increases in the workload and overtime required to be performed by other employees.

(c) The CEO must provide written reasons for a decision where an employee's application is refused.

(d) The CEO may establish internal procedures for assessing an employee's application, which must not be inconsistent with the provisions of this clause.

(e) Employees accessing the initiatives provided under this clause are to continue to have the same opportunities in relation to access to training and development information and meetings, as other employees, where possible.

(f) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act.

24.3 In addition to the general principles contained in this clause, access to the initiatives described in clauses 24.1(a) must be in accordance with any relevant enterprise agreement provisions, guidelines or policies.

25 Requests for Flexible Work Arrangements in Accordance with the NES

25.1 In accordance with the FW Act, where an employee, including an eligible casual employee, is making a request to change their working arrangements because certain circumstances, as set out in clause 25.2 apply to them and the employee would like to change their working arrangements because of those circumstances, the requirements of this clause will apply.

25.2 The following are the circumstances, the employee:

(a) is the parent, or has responsibility for the care, of a child who is of school age or younger;

(b) is a carer (within the meaning of the *Carer Recognition Act 2010*);

(c) has a disability;

(d) is 55 or older;

(e) is experiencing violence from a member of the employee's family;

(f) provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

25.3 The employee's request must:

(a) be in writing; and

(b) set out details of the change sought and of the reasons for the request.

25.4 The CEO must:

(a) give the employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;

(b) only refuse the request on reasonable business grounds as set out in clause 25.5; and

(c) if the request is refused, provide details of the reasons for the refusal.

25.5 For the purpose of clause 25.4(b) reasonable business grounds includes, but are not limited to:

(a) that the new working arrangements would be too costly for the Employer;

(b) that there is no capacity to change the working arrangements of other employees to accommodate the request;

(c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;

(d) that there is likely to be a significant loss in efficiency or productivity;

(e) that there is likely to be a significant negative impact on customer service.

25.6 An **eligible casual employee** is defined in clause 62.3(f).

26 Training and Development

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

(a) supporting life long learning at both DOH and individual level;

(b) supporting work partnership plans that serve to identify learning opportunities that match the employee's development and career needs as well as the needs of DOH.

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

(a) planned and budgeted for;

(b) part of the DOH integrated human resource development, management and equal employment opportunity strategy;

(c) relevant to the stated outcomes in DOH strategic or business plans and the NTPS training plan;

(d) an important part of the successful operation of the NTPS redeployment and retraining framework; and

(e) an important component of increased productivity and continuous improvement throughout the NTPS.

27 Performance Planning and Review

27.1 Unless otherwise agreed, an employee and their manager will undertake an annual performance planning and review process in accordance with DOH procedures.

27.2 Consistent with Employment Instruction 4, DOH is to have a procedure for performance planning and review consistent with the following principles:

(a) regular and relevant feedback on work performance and capability should occur during the cycle of the plan, including where a manager suspects performance issues;

(b) alignment of DOH and employee objectives;

(c) enhancement of the standards of work performance based on appropriate measures;

(d) identification of the knowledge, skills, resources and training required for an employee to perform their duties and for career development;

(e) identification of the requisite attitudes and behaviours that are consistent with the principles of the PSEM Act, Code of Conduct, and DOH values;

(f) recognition of other factors that impact on an employee's performance and development, including the ability to review and revise the plan where other issues arise; and

(g) recognition of the principles of natural justice including mechanisms for an employee to seek a review.

27.3 DOH will ensure that employees have an opportunity to familiarise themselves with the agency's procedure for performance planning and review. Employees and their manager are to constructively participate in the process.

27.4 An employee can expect that performance planning and review will occur and can request for the process to occur. Where an employee has requested that the annual performance planning and review process occurs, unless otherwise agreed, the process should commence within 14 days and be completed within 21 days from commencement.

27.5 Information collected through the performance planning and review process must comply with the Information Privacy Principles set out in the *Information Act*.

27.6 Information gathered through the performance planning and review process will form part of the employee's employment record.

28 Redeployment and Redundancy

28.1 Attachment D - Northern Territory Public Sector Redeployment and Redundancy Entitlements will apply to employees.

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

28.3 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.

Part 4 Salaries and Increments

29 Salaries

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

(a) 2.5% effective from 21 August 2018;

(b) 2.5% effective from the first pay period to commence on or after 21 August 2019;

(c) 2.5% effective from the first pay period to commence on or after 21 August 2020; and

(d) 2.5% effective from the first pay period to commence on or after 21 August 2021.

29.2 The annual salaries applicable to employees are contained in Attachment A of this Agreement.

29.3 The fortnightly salary will be determined as set out in the following formula:

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

30 Dental Officer Work Level Descriptions

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

31 Assessment for Progression

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

31.2 An employee seeking assessment within the Dental Officer structure:

(a) to progress to the next pay point before having completed 12 months continuous service at a particular level (i.e. D1 to D2; D2 to D3); or

(b) to be promoted from Dentist level 3 (D3) to Senior Dentist level 1 (SD1);

must apply to the CEO.

31.3 Applications are to be in writing and:

(a) will contain the names of five patients whom the Dental Officer wishes to be reviewed by the Clinical Assessment Panel ('the panel'), as convened in accordance with clause 31.6; and

(b) address assessment criteria as outlined in clauses 31.7 and 31.8.

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

31.5 A Dental Officer who has progressed to level D2 or D3, either under clause 31.2(a) (pay progression) or clause 32 (Increments), must have completed at least six months at the new level before being eligible to apply for assessment to the next pay point or promotion.

31.6 Assessment will be made by the panel consisting of three members:

(a) a Clinical Manager;

(b) a Dental Officer above Senior Dentist level 3; and

(c) a peer nominated by the applicant and acceptable to the other two members.

31.7 Assessment will be based on relevant professional standards set by the Dental Board of Australia, or such similar document as accepted by the CEO, as varied from time to time, and the relevant policy specifying assessment criteria for progression.

31.8 Information for assessment will be gained by a clinical review of ten patients (five selected by the applicant and five patients selected by the panel) whom the applicant has treated within the previous 12 months and consideration of the applicant's general performance within the previous 12 months. The level of competence required by the Dental Officer to be granted pay progression or promotion under this clause will be specified in the policy referred to in clause 31.7.

31.9 The assessment will be conducted within three weeks of the initial application, and will be completed within two weeks of commencement, taking into consideration a time suitable to the applicant, the panel and the patients being reviewed.

31.10 Where an applicant is successful the increment will commence from the beginning of the first pay period commencing on or after the completion of the assessment.

31.11 Where an applicant for assessment is unsuccessful, either at the stage of application or appeal, as outlined in clause 31.12:

(a) D1 to D2 or D2 to D3: re-application for assessment may not be made for a further period of six months from the date of the first assessment. For the avoidance of doubt, the Dental Officer will be entitled to his/her annual increment after 12 months continuous service unless withheld in accordance with clause 32 - Increments. In accordance with clause 31.5, where an increment is not withheld the Dental Officer is not eligible to apply for further progression until six months after the date of that increment.

(b) D3 to SD1: re-application for assessment may not be made for a further period of six months from the date of the first assessment.

31.12 An applicant may appeal the decision of the panel by submitting a written request to the CEO (or delegate), who will convene an appeal panel consisting of a chairperson, two Dental Officers, one of whom will be nominated by the Union and a human resource officer. The decision of the appeal panel is final.

32 Increments

32.1 Dentists (D1 to D3) and Senior Dentists (SD1 to SD3) will be entitled to progress one pay point within the pay scale for the employee's classification after 12 months continuous service or after 12 months broken service in the preceding 24 months, at a particular pay point.

32.2 An employee who is promoted will have included for the purpose of calculating the increment date any previous period during which the employee performed higher duties at the new classification level or a higher classification.

32.3 The authority to apply clauses 32.5 and 32.6 will not be applicable unless the Commissioner is satisfied that an acceptable performance management system is in place that meets the requirements of Employment Instruction No. 4.

32.4 The Commissioner will notify the Union of the acceptance of any performance management system for the purpose of clause 32.3 prior to that system being used for deferral of increments.

32.5 The CEO (or delegate) may determine to withhold an increment as set out in clause 32.6 on the basis that an employee:

(a) having agreed to or having been assigned reasonable performance targets or reasonable required work outcomes, has failed to meet those targets or outcomes; and

(b) has received counselling and been provided with the opportunity to improve their performance to an acceptable standard, and

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

32.6 The CEO (or delegate) may withhold an increment as follows:

(a) The CEO may defer payment for a specified period of time which will be up to six months, subject to payment earlier if a specified, and preferably agreed, work performance, training or work outcome target is demonstrated.

(b) At the end of the six month deferment period, the CEO may again defer the increment by up to a maximum of a further six months where the required performance standard has not been achieved and alternative steps have been taken to address the less than satisfactory performance. The increment will not be withheld for longer than 12 months in total.

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

32.7 If a decision is made under clause 32.5 or 32.6 the employee may seek a review of the CEO's decision on the basis of one or more of the following reasons:

(a) this clause has not been adhered to;

(b) the decision was made to punish or harass the employee; or

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

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

32.9 In all cases where an increment is deferred, the date to which it is deferred will become the anniversary date for the purpose of the next increment.

33 Superannuation

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

33.2 The Commissioner must make superannuation contributions on behalf of an employee in order to satisfy Superannuation Guarantee legislative requirements in accordance with the governing legislation.

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

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

33.4 Employees who commenced after 10 August 1999, or who have ceased to be a member of the CSS, NTGPASS or NTSSS, can choose a complying superannuation fund to receive contributions on their behalf. Employees who do not nominate a superannuation fund will become members of the current default superannuation fund.

34 Salary Sacrifice

34.1 Salary Sacrifice for Employer Superannuation

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

(a) An employee who currently has their employer superannuation guarantee contributions paid to a Choice of Fund superannuation fund (eg employed after 10 August 1999) may salary sacrifice into that fund or another complying superannuation fund.

(b) An employee who currently contributes 6% to NTGPASS may salary sacrifice into NTGPASS or another complying superannuation fund.

(c) An employee who currently contributes to the CSS is not able to salary sacrifice into that scheme but can salary sacrifice into another complying superannuation fund.

(d) While there is no limit to the amount an employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions (whether real or notional), will be assessed against the Commonwealth concessional contribution cap relevant to their age. The employee is responsible for any tax and interest that may be imposed by the Australian Taxation Office or other relevant authority for them exceeding the Commonwealth concessional contribution cap.

(e) The arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly.

(f) The arrangement does not operate to reduce employer superannuation contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of salary sacrifice arrangements.

(g) When an employee who is a member of the CSS, NTSSS or NTGPASS enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes will remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes).

34.2 Salary Sacrifice Packaging

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

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

(b) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes will be met by the employee;

(c) an employee will meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;

(d) an employee's salary for superannuation purposes and severance and termination payments will be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement; and

(e) an employee shall provide evidence of having obtained or waived their right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

35 Recovery of Overpayments

Where an employee, who has a financial debt to the Northern Territory Government in relation to their employment (eg overpayment of salary and/or allowances), ceases employment before the debt is fully recovered, the balance of the debt owing may, unless otherwise agreed by the CEO, be offset against any final payments due as a result of the cessation of employment.

Part 5 Allowances

36 Allowance in Lieu of Private Practice

36.1 An allowance in lieu of private practice will be paid to Dental Officers to offset the disparity between public and private sector salaries.

36.2 The amount of the allowance in lieu of private practice, and the effective date of increases, will be as set out in Table 1 of Attachment B of this Agreement.

36.3 Subject to clauses 36.4 and 36.5 below, payment of the allowance in lieu of private practice will:

(a) apply to part-time employees on a pro rata basis based upon their agreed hours of employment in accordance with clause 19 (Part-time Employment);

(b) be subject to fulfilling DOH work commitments and travel requirements;

(c) be paid during periods of higher duties;

(d) be paid fortnightly; and

(e) count as salary for superannuation and leave purposes only.

36.4 Dental Officers working a minimum of 0.8 FTE hours and engaged in approved outside employment will be entitled to payment of the allowance in lieu of private practice.

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

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

37 Professional Development Reimbursement Payment

37.1 The professional development reimbursement payment (PDRP) is available to Dental Officers who have completed a minimum of 12 months continuous service, to offset professional development activity costs.

37.2 PDRP entitlement period

(a) The PDRP entitlement period is the 12 month period commencing:

(i) 21 August each year, for Dental Officers employed on or before 21 August 2011; or

(ii) the anniversary of the date of their appointment, for Dental Officers recruited after 21 August 2011.

(b) The commencement date for each PDRP period, as specified in clause 37.2(a), will be delayed proportionally by the utilisation of leave without pay or leave taken on part pay.

37.3 General conditions

(a) The PDRP is provided to enable Dental Officers to attend conferences, seminars and the like for the purpose of advancing or maintaining their professional knowledge and skill.

(b) The PDRP will be paid to defray the costs associated with travel, accommodation, course fees, conference registration fees, journal costs and other expenses associated with a Dental Officer's professional development.

(c) The PDRP will be paid up to the maximum amount set out in Table 2 of Attachment B in respect of each PDRP period and any unexpended amount of the PDRP will not be carried over to the next PDRP period.

(d) The PDRP will be paid on a reimbursement basis as a lump sum and will not form part of salary for any purpose. Payments will be made as soon as practicable after a claim for the PDRP has been submitted and approved.

(e) The PDRP will apply to part-time employees on a pro rata basis based upon their agreed hours of employment in accordance with clause 19 (Part-time Employment).

37.4 Claiming PDRP

(a) Dental Officers may claim up to their maximum annual PDRP entitlement at the end of each PDRP period.

(b) Alternatively, Dental Officers may claim a pro rata portion of their annual PDRP entitlement every three months.

(c) The CEO may agree to facilitate alternative arrangements for claiming the annual PDRP entitlement during each PDRP period.

(d) A claim for PDRP must be supported by receipts and proof of expenditure for professional development activities undertaken during the relevant PDRP period.

37.5 Deferral of PDRP

(a) With the agreement of the CEO a Dental Officer may defer payment of the PDRP to the employee's subsequent PDRP period, provided that:

(i) the carry-over is restricted to two PDRP periods only;

Example: Tom has approval to defer his annual PDRP entitlement calculated as at 21 August 2019. The deferred amount can only be added to the amount that would be available to Tom after a further 12 months continuous service (i.e. the amount calculated as at 21 August 2020). The accrued amount must not be carried over into any subsequent PDRP periods (i.e. 2021).

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

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

(b) If the professional development activity that is the subject of a deferred PDRP across two PDRP periods under clause 37.5(a) is not undertaken then the deferred PDRP is deemed to have been spent and will not be available to the Dental Officer.

38 Retention and Remote Service Allowance

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

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

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

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

38.5 The allowance will apply to part-time employees on a pro rata basis based upon their agreed hours of employment in accordance with clause 19 (Part-time Employment).

39 Higher Duties Allowance

39.1 A Dental Officer who performs the duties of a higher classification will be paid an allowance for performing the duties of the higher classification upon the completion of six days of higher duties.

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

39.3 The CEO may pay the Dental Officer a partial allowance based upon the Dental Officer not being required to perform the full range of duties of the higher classification.

40 Accident Allowance

40.1 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.

40.2 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.

40.3 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.

40.4 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 40.1 and not attributable to wilful misconduct, or a longer period determined by the Commissioner.

40.5 An employee paid an allowance in accordance with clause 40.4 may utilise available personal leave credits on full or half pay to supplement the allowance to the level of their normal time salary.

40.6 The amount of accident allowance payable in accordance with clause 40.4 will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.

40.7 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* 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.

40.8 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 sick leave credits will be made from the employee injured.

41 Northern Territory Allowance

41.1 An employee with eligible dependants will be paid the Northern Territory Allowance in accordance with By-law 26 of the PSEM Act, at the rate set out in Attachment B, provided that the employee was in receipt of the allowance on the day prior to the commencement of this Agreement.

41.2 The allowance will be paid on pro-rata basis for employees employed on a part-time basis.

41.3 An employee in receipt of the Northern Territory Allowance who ceases to be eligible for the allowance, will not be eligible for the allowance in relation to any future dependency situation.

42 Electricity Subsidy for Employees in Remote Localities

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

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

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

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

(i) has recognised dependants, being an employee's spouse or de facto partner, or children under the age of 18, who:

A. reside with the employee;

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

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

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

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

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

(e) The electricity subsidy will be paid to part-time employees on a pro-rata basis.

(f) Only one subsidy is payable per dwelling.

Part 6 Hours of Duty and Work Arrangements

43 Span of Hours

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

44 Clinic Hours

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

45 Remote Community Work

45.1 The parties agree that it is necessary for work to be undertaken in remote communities to enable DOH to meet its obligation to provide a high standard of appropriate public dental health services in those areas.

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

45.3 The parties agree that such work is the responsibility of all Dental Officers and should be shared reasonably equally. Notwithstanding this, an employee and the Remote Services Manager with the appropriate coordinating function may agree, if circumstances warrant, to arrangements that result in an unequal share of remote work being undertaken.

46 Meal Breaks

46.1 An employee will not be required to work for more than five hours continuously without a meal break, provided that for all authorised work performed after five hours continuous duty without a meal break and until a meal break is allowed, and employee will be paid at the rate of time and a half until normal ceasing time.

46.2 For duty performed outside of normal hours clause 46.1 will apply except that payment will continue at overtime rates for duty beyond five hours.

47 Public Holidays

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

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

47.3 Payment for work on public holidays is specified in clause 51.3(d).

47.4 Where an employee performs duty on both a public holiday and a substitute holiday, one day will attract payment at the public holiday rate and the other day will be paid at the non-holiday Saturday or Sunday rate as appropriate.

48 Additional Hours and Overtime

48.1 An employee shall be liable to be called for duty at any time that the employee is required in accordance with the provisions of this Agreement.

48.2 Definitions

(a) **Additional hours** is work performed in excess of ordinary hours of duty or, in the case of part-time employees, work performed in excess of agreed hours.

(b) **Overtime** means additional hours actually worked that would attract an overtime payment as applicable in accordance with the provisions of this Agreement.

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

(a) any risk to employee health and safety from working the additional hours;

(b) the employee's personal circumstances, including family responsibilities;

(c) any notice given by the CEO (or delegate) of any request or requirement to work the additional hours;

(d) any notice given by the employee of their intention to refuse to work the additional hours;

(e) the needs of DOH or work unit;

(f) whether the employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level or remuneration that reflects an expectation of, working additional hours;

(g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;

(h) the nature of the employee's role, and the level of responsibility;

(i) whether the additional hours are in accordance with an averaging arrangement agreed to by the CEO and the employee;

(j) any other relevant fact.

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

Access to the provisions of clauses 50 (On-call), 51 (Overtime), and 53 (Emergency Duty) will only occur should DOH determine that there is a requirement to provide an after hours service in Darwin or Alice Springs; or for urgent, after-hours clinical duties whilst visiting a community.

50 On-call

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

50.2 Payment will be made subject to the following conditions:

(a) on-call is imposed by prior written direction or is subsequently approved in writing;

(b) the provisions of clause 53 (Emergency Duty) will not apply where an employee is recalled to duty while on-call;

(c) an employee who does not maintain a required degree of readiness while on-call will not be eligible to receive payment.

50.3 An employee who is required to remain contactable and available to perform extra duty outside the employee's ordinary hours of duty will, subject to clause 50.2, be paid at the on-call rate as determined by the Commissioner of the applicable calendar year.

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

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

50.6 An employee who is on-call and who is recalled to duty will be paid in accordance with the relevant overtime provisions at clause 51 (Overtime), and with reference to the minimum payment provisions at clause 51.4(d).

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

51 Overtime

51.1 General conditions

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

(b) Except as provided in clause 49 (Principles of use of on-call, overtime and emergency duty), an employee is not eligible to be paid for overtime work or time off in lieu.

(c) Duty is considered overtime where it is performed on:

(i) Monday to Friday outside the span of ordinary hours;

(ii) Subject to clause 54 (Averaging of Hours), Monday to Friday during the span of ordinary hours but beyond seven hours and 21 minutes; or

(iii) a Saturday, Sunday or public holiday.

(d) Overtime is calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period

(e) The hourly rate for overtime will be ascertained by applying the following formulae:

(i) Time and a half rate:

HR x 1.5

(ii) Double time rate:

HR x 2

(iii) Double time and a half rate:

HR x 2.5

where "HR" is the appropriate hourly rate derived from Table 4 of Attachment B.

(f) For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.

51.2 Time off in lieu

(a) Time off may be granted in lieu of overtime with the agreement of the employee at the ordinary time rate. Where time off in lieu of a payment has been agreed, and the

employee has not been granted that time off within a period of eight months payment at the overtime rate as set out in this Agreement will be made.

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

(b) The maximum amount of time off in lieu that can be accrued is 40 hours.

(c) Where an employee performs a full day's duty on Sunday in addition to the employee's prescribed hours of duty for the week, the employee will, wherever practicable, be granted a day off during the following week. Where this occurs, an employee who is eligible for the payment of overtime will be paid an additional one day's pay, in lieu of the provisions of clause 51.3(c).

51.3 Rates

(a) The salary rate for the purposes of calculating an overtime payment associated with restriction duty will be the applicable hourly rate for a Dental Officer at the D3 level as set out in Table 4 of Attachment B

(b) Overtime worked Monday to Saturday will be paid at time and a half for the first three hours and double time thereafter.

(c) Overtime worked on Sunday will be paid at double time rate.

(d) Overtime worked on a public holiday will be paid at a rate of double time and a half.

51.4 Minimum payment

(a) The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be four hours at the prescribed overtime rate.

(b) Where more than one attendance is involved the minimum overtime payment will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.

(c) Where an overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum payment provisions will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.

(d) An employee who performs overtime while on on-call will be entitled to a minimum payment of:

(i) three hours at the prescribed overtime rate if recalled to duty at a place of work; or

(ii) one hour at the prescribed overtime rate if required to perform duty, but is not recalled to a place of work.

(e) The minimum payment provisions do not apply to clause 53.4.

52 Rest Relief after Overtime

52.1 An employee who works so much overtime between the termination of their ordinary duty on one day and the commencement of their ordinary duty on the next day that the employee has not had at least eight consecutive hours off duty between those times, will, subject to this clause, be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Reasonable travelling time, in addition to the eight hours off duty, will be allowed to cover time taken in travelling from and to the employee's place of employment.

52.2 Provided that if such an employee is required to resume or continue work without having had eight consecutive hours off duty plus reasonable travelling time, the employee will be paid at double rate until the employee is released from duty for such period and will then be entitled to be absent until the employee has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for ordinary working time occurring during that absence.

52.3 The provisions of clause 52.1 will not apply to overtime worked in the circumstances covered by clause 53 (Emergency Duty), unless the actual time worked (excluding travelling time) is at least three hours on each call.

52.4 The provisions of this clause will apply only to employees who are eligible for overtime payment.

52.5 Provided that in lieu of clause 53 (Emergency Duty), the provisions of this clause will apply.

53 Emergency Duty

53.1 Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time.

53.2 The time for which payment is made will include time necessarily spent in travelling to and from duty.

53.3 The salary rate for the purposes of calculating an emergency duty payment will be the applicable hourly rate for a Dental Officer at the D3 level as set out in Table 4 of Attachment B.

53.4 The minimum payment for emergency duty is two hours at double time.

53.5 An employee who is called on emergency duty may, where it is essential for health and safety, be relieved from the employee's next scheduled regular duty without deduction from wages, for a period not exceeding the number of hours of the emergency duty worked. The period of relief from duty will not extend into a second period of regular duty.

53.6 The provisions of this clause do not apply to an employee whose commencement time of regular duty is altered to meet an emergency.

54 Averaging of Hours

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

(a) the employee's ordinary hours of work will be 36.75 or an average of 36.75 per week over a cycle of 12 weeks;

(b) the ordinary hours of work will be between 6.00 am and 6.00 pm worked Monday to Friday exclusive of meal breaks;

(c) the agreement must be documented in writing;

(d) the agreement may be varied provided there is agreement between the CEO and the employee or, the majority of affected employees;

(e) the agreement may be terminated with no less than 28 days notice to give effect at the end of the cycle by agreement between the CEO and the employee or the majority of affected employees; and

(f) all work performed outside ordinary hours of work will be paid at the applicable overtime penalties, except where the employee is a shift worker.

Part 7 Leave

55 Compassionate Leave

55.1 Relationship with By-laws and other instruments

The provisions of this clause set out all entitlements in relation to compassionate leave, and replace all By-law entitlements relating to compassionate leave.

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

55.3 Definitions

For the purpose of this clause:

(a) **child** means birth, an adopted, step or adult child;

(b) **de facto partner** means:

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

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

(c) **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.

(d) **spouse** includes a former spouse.

55.4 Subject to clauses 55.7 and 55.8, in the event of the death of, or an illness or injury posing a serious threat to the life of an employee's immediate family or household member, an employee is entitled to:

(a) three days of paid compassionate leave on each occasion; or

(b) two days unpaid compassionate leave in the case of a casual employee..

55.5 The CEO may grant an additional period of unpaid compassionate leave.

55.6 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.

55.7 Notice Requirements

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

55.8 Documentation Requirements

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

56 Personal Leave

56.1 Relationship with By-laws and Other Instruments

The provisions of this clause set out all entitlements in relation to personal leave (sick/carer's leave), and replace all By-law entitlements relating to personal leave (sick/carer's leave).

56.2 General

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

(a) because the employee is not fit for work because of a personal illness, or personal injury affecting the employee (sick leave); or

(b) to provide care or support to a member of the employee's immediate family or household who requires such care or support because of:

(i) a personal illness or personal injury affecting the member (carer's leave); or

(ii) an unexpected emergency affecting the member (carer's leave).

56.3 Definitions

For the purpose of this clause:

(a) **child** see clause 55.3(a);

(b) **de facto partner** see clause 55.3(b);

(c) **immediate family** see clause 55.3(c):

(d) **medical certificate** means a certificate signed by a registered health practitioner;

(e) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;

(f) **registered health practitioner** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type); and

(g) **spouse** see clause 55.3(d).

56.4 Paid Personal Leave Entitlement

(a) An ongoing full-time employee is entitled to:

(i) three weeks paid personal leave on commencement of employment; and

(ii) three weeks paid personal leave annually on the anniversary of the employee's commencement date.

(b) A fixed period full-time employee is entitled to:

(i) two days paid personal leave on commencement of employment;

(ii) up to one week of paid personal leave for each period of two months service provided that the total leave does not exceed three weeks within the first 12 months of service; and

(iii) three weeks paid personal leave annually on the anniversary of the employee's commencement date.

(c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 56.4(a) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.

(d) A part time employee is entitled to paid personal leave on a pro-rata basis in accordance with the employee's agreed hours of work.

(e) Casual employees are not entitled to paid personal leave.

(f) Paid personal leave is cumulative.

(g) An employee's paid personal leave entitlement will be deferred by any period of:

(i) personal leave where the absence is without pay and not covered by documentary evidence as required by clause 56.8;

(ii) unauthorised absence; or

(iii) leave without pay that does not count as service.

(h) An employee may elect to access personal leave at half pay where the absence is at least one day.

56.5 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 xx and xxx.

(b) Unpaid carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.

(c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 56.5(a).

56.6 Additional Personal Leave

Where paid personal leave credits are exhausted:

(a) Unpaid carer's leave

(i) An employee is entitled to access up to two days unpaid carer's leave on each occasion that the employee requires carer's leave.

(ii) Carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.

(iii) The CEO may grant an amount of unpaid leave in excess of the amount specified in clause 56.6(a)(i).

(b) An employee may apply for and the CEO may grant, after considering all relevant circumstances:

(i) additional personal leave on half pay, which cannot be converted to full pay; or

(ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.

(c) Additional leave utilised under clause 56.6 is subject to the notice and evidence requirements in clauses 56.7 and 56.8.

56.7 Notice Requirements

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

56.8 Documentation Requirements

(a) An employee must apply for personal leave in the form required by the CEO as soon as it is reasonably practicable for the employee to make the application.

(b) Subject to clause 56.8(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 56.2(a) (sick leave), an

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

(i) a medical certificate from a registered health practitioner; or

(ii) if it is not reasonably practicable for the employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside outside an urban area or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:

A. the reasons why it was not practicable to provide a medical certificate; and

B. the reason for and length of the absence.

(c) Subject to clause 56.8(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 56.2(b) (carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with:

(i) evidence which may include a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires the employee's care or support to the extent that they will not be able to attend for duty; or

(ii) other relevant documentary evidence stating the unexpected emergency and that this unexpected emergency required the employee's care or support.

(iii) A CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.

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

56.9 Personal leave whilst on other forms of leave

(a) Subject to the requirements of clauses 56.7 and 56.8 and the recreation leave and long service leave provisions, an employee may access paid personal leave during periods of recreation and long service.

(b) Where long service leave had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

56.10 Medical examination at the direction of the CEO

(a) The CEO may direct an employee to attend an examination by a registered health practitioner where:

(i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury;

(ii) it is considered that an employee's efficiency may be affected due to illness or injury;

(iii) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees or the public; or

(iv) under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.

(b) An employee directed to attend a medical examination in accordance with clause 56.10(a)who is:

(i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;

(ii) an employee other than one to which clause 56.10(a)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known,

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

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

56.11 Infectious disease

Where an employee produces documentary evidence that:

(a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Disease Act*; and

(b) by reason of any law of the Territory or any State or Territory of the Commonwealth is required to be isolated from other persons,

the CEO may grant

(c) sick leave for any period during which the employee actually suffers from illness; or

(d) recreation leave in relation to any period during which the employee does not actually suffer from illness.

56.12 War service

The Commissioner will determine the conditions under which personal leave may be granted to an employee where an illness or injury is directly attributed to the employee's war service, provided satisfactory medical evidence is produced.

56.13 Personal leave – Workers Compensation

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

57 Recreation Leave

57.1 Relationship with By-laws and other instruments

The provisions of this clause set out all entitlements in relation to recreation leave, and replace all By-law entitlements relating to recreation leave.

57.2 Definitions

For the purpose of this clause:

(a) **month** means a calendar month.

(b) "**shift worker**" means an employee who works rostered shifts including day shift, evening shift and night shift.

(c) **year** means a calendar year.

57.3 Recreation Leave

(a) An employee (except for a casual employee) is entitled to:

(i) four weeks paid recreation leave per year;

(ii) an additional two weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This will not affect and will be in addition to the entitlement under clause 57.3(a)(iii); and

(iii) an additional seven (7) consecutive days including non-working days paid recreation leave per year for a seven day shift worker, provided that a shift worker rostered to perform duty on less than 10 Sundays during a year is entitled to additional paid recreation leave at the rate of half a day for each Sunday rostered.

(b) A rostered overtime shift of three (3) hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clause 57.3(a)(iii).

57.4 Accrual of Leave

(a) An employee's entitlement to paid recreation leave accrues progressively during a year of service according to the employee's ordinary hours of work.

(b) If an employee takes unpaid leave that does not count as service, leave will not accrue for that period.

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

(c) A part-time employee will accrue recreation leave on a pro-rata basis in accordance with the employee's agreed hours of work.

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

(e) Recreation leave accumulates from year to year.

57.5 Granting of Leave

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

57.6 Public Holidays

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

(b) the period of the public holiday is not deducted from the employee's recreation leave entitlement.

57.7 Excess Leave

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

57.8 Cash-out of Leave

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

(a) the employee's remaining accrued entitlement to paid recreation leave is not less than four weeks;

(b) each cashing out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;

(c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone; and

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

57.9 Illness During Leave

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

57.10 Payment in Lieu

(a) Where an employee ceases employment, other than by death, the employee is entitled to payment in lieu of any available recreation leave entitlement.

(b) Where an employee dies, or after consideration of all the circumstances the employer has directed that an employee will be presumed to have died on a particular date, the CEO may authorise payment in lieu of the employee's remaining recreation leave entitlement:

(i) to the employee's legal personal representative; or

(ii) when authorised by the employee's legal personal representative, to another person or persons at the CEO's discretion.

58 Recreation Leave Loading

58.1 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 58.1(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 June quarter of the previous year.

(b) In the case of a shift worker who would have been entitled to shift penalties in excess of the maximum payment referred to in clause 58.1(a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading will be equivalent to the shift penalties.

58.2 Payment of recreation leave loading

(a) With the exception of shiftworkers, an employee who is approved to use at least one week of recreation leave may apply for an accrued recreation leave loading.

(b) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loading plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.

(c) Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at clause 58.2(b) will be the salary payable had the employee been employed on 1 January of that year.

58.3 Automatic cash-out

(a) Where an employee has two or more recreation leave loadings, the following automatic payment provisions will apply:

(i) the common cash-up date for the automatic payment of recreation leave loadings is the second pay day in January of each year or in any case by the end of January each year;

(ii) an employee with two accrued recreation leave loadings as at 1 January will have one recreation leave loading automatically paid on the common cash-up date of that year;

(iii) recreation leave loadings will be paid in the order of accrual; and

(iv) recreation leave loadings will continue to be taxed in accordance with current Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.

(b) The automatic payment of recreation leave loadings will not apply to shift workers.

59 Long Service Leave

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

60 Domestic and Family Violence

60.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic and family violence (including sexual violence). Support measures for employees include leave with pay, flexible work options and access to an Employee Assistance Program (EAP) for domestic and family violence purposes. Additional support may be available to these employees through their agency.

60.2 Leave with pay is available to an employee who is experiencing domestic and family 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.

60.3 Domestic and family violence leave is accessed in accordance with By Law 18 – Miscellaneous Leave and is in addition to other leave entitlements. Domestic and family violence leave will count as service for all purposes.

60.4 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.

60.5 Reasonable adjustments should be considered to ensure the individual's safety in the workplace (eg different work locations, removal of phone listing or changes to NTG email addresses).

61 Cultural and Ceremonial Leave

61.1 An employee is entitled to up to five days unpaid cultural leave for cultural and 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.

61.2 The CEO may, on application grant leave subject to clauses 61.4 and 61.5.

61.3 The CEO will have regard for an employee's cultural or ceremonial obligations, and may grant a further period of unpaid cultural and ceremonial leave.

61.4 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.

(b) Notice should minimise the impact on agency operations.

61.5 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.

61.6 Alternately an employee may access their paid recreation or long service leave entitlements for the purpose of undertaking cultural or ceremonial obligations.

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

62 Parental Leave

62.1 Relationship with By-law, National Employment Standards and other instruments.

(a) This clause sets out all entitlements in relation to parental leave, and replaces all By-law provisions relating to maternity, paternity/partner, and adoption leave.

(b) This clause is to be read in conjunction with the National Employment Standards to the extent that if this clause provides a lesser entitlement than the National Employment Standards, the National Employment Standards will apply.

62.2 Application

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

(a) the birth of a child of the employee or the employee's spouse (includes a child born of a surrogacy arrangement); or

(b) the placement of a child with the employee for adoption; and

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

62.3 Definitions

For the purpose of this clause:

(a) **appropriate safe job** means a safe job that has:

(i) the same ordinary hours of work as the employee's present position; or

(ii) a different number of ordinary hours agreed to by the employee.

(b) **child** means:

(i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's spouse;

(ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with an employee.

(c) **continuous service** in relation to a period of service by an employee, means a period of service with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, or the Northern Territory.

(d) **day of placement** refers to the adoption of a child and means the earlier of the following days:

(i) the day on which the employee first takes custody of the child for the adoption;

(ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

(e) **de facto partner** means 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 includes a former de facto partner of the employee.

(f) **eligible casual employee** means a casual employee engaged by the employer on a regular and systematic basis for a sequence of periods of employment during 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. there was not more than three months break between the two engagements; and

C. the length of the two engagements is at least 12 months.

(g) **employee couple** means a couple who are accessing the benefits of clause 62.14 both of whom are NTPS employees and have completed a minimum of 12 months continuous service and whom are both eligible for paid parental leave whether under primary caregiver parental leave or the partner leave provisions.

(h) **medical certificate** means a certificate signed by a medical practitioner.

(i) **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.

(j) **primary caregiver** means the person who is the primary carer of a newborn or newly adopted child at the time of birth or adoption and who continues to be the primary carer immediately following birth or day of placement. The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary carer. In most cases, the primary carer will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

(k) **spouse** includes a de facto partner or former spouse.

62.4 General Conditions

(a) Except where otherwise stated in this clause, parental leave is available to only one parent at a time in a single continuous period.

(b) Weekends, public holidays, programmed days off and rostered days off are part of parental leave and do not extend the period of leave.

(c) During a period of parental leave relating to the birth or adoption of a child an employee may require parental leave for the birth or adoption of a subsequent child.

An employee can elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.

62.5 Types of Parental Leave

Parental leave entitlements are summarised in the following table:

	Paid Leave	Unpaid Leave	Total	Refer Clause
Primary Caregiver Parental Leave – *commences before or from birth or day of placement*				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	62.6(b)
At least 12 months and less than 5 years continuous service	14 weeks (or 28 weeks half pay)	142 weeks	156 weeks (3 years)	62.6(c)(i)
5 or more years continuous service	18 weeks (or 36 weeks half pay)	138 weeks	156 weeks (3 years)	62.6(c)(ii)
Pro rata paid primary caregiver parental leave				
5 years continuous service achieved during first 18 weeks of parental leave	14 weeks + pro rata paid leave applicable after reaching 5 years continuous service (up to 4 weeks)	142 weeks minus any pro rata paid leave	156 weeks (3 years)	62.6(c)(iii)

	Paid Leave	Unpaid Leave	Total	Refer Clause
12 months continuous service achieved during first 14 weeks of parental leave	Pro rata paid leave applicable after reaching 12 months continuous service (up to 14 weeks)	52 weeks minus any pro rata paid leave	52 weeks	62.6(d)
Partner Leave				
Up to 8 weeks leave associated with time of birth/adoption (or in separate periods in first 12 months) where employee's partner is primary carer at time of birth/adoption				
Less than 12 months continuous service or eligible casual employee	0	8 weeks	8 weeks	62.7(b)(i)
At least 12 months and less than 5 years continuous service	1 week (or 2 weeks at half pay)	7 weeks	8 weeks	62.7(b)(ii)
5 or more years continuous service	2 weeks (or 4 weeks at half pay)	6 weeks	8 weeks	62.7(b)(iii)
Longer partner leave: up to 3 years or 12 months – not primary carer – may commence at a time after birth or day of placement – must end within 3 years or 24 months of birth/adoption (whichever is applicable)				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	62.7(c)(i)

	Paid Leave	Unpaid Leave	Total	Refer Clause
At least 12 months continuous service	0	156 weeks (3 years)	156 weeks (3 years)	62.7(c)(ii)
In relation to Partner Leave an employee with at least 12 months continuous service may be eligible for some paid leave during the three year period. (See clauses 62.7(d) and 62.7(e)).				
Pre-Adoption Leave - All employees (including casuals)	-	2 days	2 days	62.9
Special Maternity Leave	Refer clause 62.10			
Paid no safe job leave - Full-time / part-time employees and eligible casual employees	The 'risk period' as per medical certificate	0	The 'risk period' as per medical certificate	62.13(a)
Unpaid no safe job leave - Casual employees	0	The 'risk period' as per medical certificate	The 'risk period' as per medical certificate	62.13(b)

62.6 Primary Caregiver Parental Leave

(a) Only one parent can receive primary caregiver parental leave entitlements in respect to the birth or the adoption of their child. An employee cannot receive primary caregiver parental leave entitlements:

(i) if their spouse is, or will be, the primary caregiver at, and immediately following, the time of the birth or day of placement of their child;

(ii) if the employee has taken, or is eligible for, partner leave entitlements under clause 62.7 in relation to their child; or

(iii) if they are a casual employee, other than an eligible casual employee.

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.

(b) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, who will be the primary caregiver of their child is entitled to up to 52 weeks unpaid parental leave.

(c) An employee who has completed at least 12 months continuous service at the time of commencing parental leave and who will be the primary caregiver of their child is entitled to up to three years primary caregiver parental leave, comprising:

(i) where continuous service completed at the time of commencing parental leave is at least 12 months and less than five years: 14 weeks paid parental leave and 142 weeks unpaid parental leave; or

(ii) where continuous service completed is five or more years at the time of commencing parental leave: 18 weeks paid parental leave and 138 weeks unpaid parental leave; or

(iii) where the employee will achieve five years continuous service (the qualifying period) during the first 18 weeks of their parental leave: the first 14 weeks will be paid and the portion of leave (up to 4 weeks) after the end of the qualifying period will be paid. Any remaining balance, up to three years, will be unpaid parental leave.

A. The employee is not entitled to receive more than 18 weeks paid parental leave.

B. With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 18 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable an employee to access the pro rata paid leave in clause 62.6(c)(iii).

For example: During their primary caregiver parental leave an employee achieves five years continuous service at the end of week 15. The employee is entitled to paid parental leave for the first 14 weeks, unpaid leave in week 15, and three weeks paid leave in weeks 16 to 18. The balance of 139 weeks primary caregiver parental leave available to the employee will be unpaid.

(d) An employee who will achieve 12 months continuous service (the qualifying period) during the first 14 weeks of their parental leave and who will be the primary caregiver of their child is entitled to up to 52 weeks of parental leave, comprising:

(i) unpaid parental leave from commencement of parental leave until the time the employee has achieved 12 months continuous service; and

(ii) paid parental leave for any period after the qualifying period and up to 14 weeks from the commencement of parental leave; and

(iii) unpaid parental leave, up to 52 weeks, for the remaining balance.

(iv) The employee is not entitled to receive more than 14 weeks paid leave.

(v) With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 14 weeks from

commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable the employee to access the pro rata paid leave in clause 62.6(d).

For example: During their primary caregiver parental leave an employee achieves 12 months continuous service at the end of week three. The employee is entitled to unpaid parental leave for the first three weeks, 11 weeks paid parental leave in weeks four to 14. The balance of 38 weeks primary caregiver parental leave available to the employee will be unpaid.

(e) Commencement of Primary Caregiver Parental Leave

(i) An employee who is pregnant may commence primary caregiver parental leave at any time within six weeks immediately prior to the expected date of birth of the child. The period of parental leave must commence no later than the date of the birth of the child.

(ii) An employee who is adopting a child may commence primary caregiver parental leave at any time in the two weeks before the day of placement.

(iii) In all other cases, primary caregiver parental leave commences on the date of birth or day of placement of the child.

(f) Where an employee's child dies during a period of primary caregiver leave, the employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of clause 62.19 apply.

(g) An employee is not entitled to primary caregiver leave unless the notice and evidence requirements in clause 62.8 have been complied with.

62.7 Partner Leave

(a) Partner leave is available to an employee who will have a parental responsibility for the care of their child but who is not the primary caregiver. Subject to applicable notice and evidence requirements, an employee may access:

(i) up to eight weeks partner leave within the first 12 months of the birth or adoption of their child, taken at the same time employee's spouse may be on leave, which can be taken in one block or broken into separate periods (refer clause 62.7(b)); and

(ii) where employee requires a longer period of partner leave, up to 12 months or 3 years depending on the employee's years of continuous service (refer clause 62.7(c)).

Note: The longer period of partner leave must be taken in a single continuous period unless the employee is accessing the combined parental leave provisions.

Eight Weeks Partner Leave

(b) An employee is entitled to up to 8 weeks partner leave, comprising:

(i) where continuous service is less than 12 months at the time of commencing partner leave, or an eligible casual employee: eight weeks unpaid partner leave; or

(ii) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: one week paid partner leave and seven weeks unpaid partner leave; or

(iii) where continuous service completed is five or more years at the time of commencing partner leave: two weeks paid partner leave and six weeks unpaid partner leave.

(iv) The eight week partner leave entitlements:

A. are an exception to the rule that parental leave is to be available to only one parent at a time in a single continuous period;

B. are to be taken in the first 12 months from date of birth or day of placement of the child;

C. may commence one week prior to the expected date of birth of the child or the time of placement in the case of adoption. The CEO and employee may agree to alternative arrangements regarding commencement of partner leave;

D. can be taken in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise;

E. requires the employee to give notice to the CEO at least 10 weeks before first starting the leave, and at least four weeks notice before starting any subsequent period of leave. If that is not practicable, as soon as practicable, which may be a time after the leave has started; and

F. the notice must specify the intended start and end dates of the leave.

12 Months or Three Years Partner Leave (Longer Partner Leave)

(c) An employee is entitled to a period of longer partner leave as follows:

(i) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, up to 12 months unpaid parental leave, provided such leave must end within 24 months of the date of birth or day of placement of their child.

(ii) An employee with at least 12 months continuous service at the time of commencing parental leave up to three years unpaid parental leave, provided such leave must end within three years of the date of birth or day of placement of their child.

(iii) Partner leave may commence at a date later than the date of birth or day of placement of their child but must not extend beyond specified limits under this clause.

(iv) An employee is not entitled to the longer partner leave unless the notice and evidence requirements in clause 62.8 have been complied with.

(d) An employee, not entitled to Combined Parental Leave in clause 62.14, may be entitled to have a portion of their unpaid longer partner leave under clause 62.7(c)(ii) paid, subject to the following:

(i) the employee's spouse was the primary caregiver at and immediately following the time of the birth or placement of the child; and

(ii) the employee's spouse has ceased to be the primary caregiver (eg returned to work) before the child is 14 weeks old or within 14 weeks from placement in the case of adoption;

A. The reference to '14 weeks' in clause 62.7(d)(ii) to be read as '18 weeks' where an employee has five or more years continuous service at the time of commencing longer partner leave.

(iii) as a consequence of the employee's spouse no longer able to be the primary caregiver (eg returning to work), 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;

(iv) the notice and evidence requirements for taking longer partner leave in clause 62.7(d) have been complied with; and

(v) the amount of paid leave available is as per clause 62.7(e).

(e) An employee eligible for paid longer partner leave under clause 62.7(d) may access a period of paid leave as follows:

(i) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 14 weeks from the birth or placement of the child; or

(ii) where continuous service completed is five or more years at the time of commencing partner leave: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 18 weeks from the birth or placement of the child.

For example: An employee's spouse, who is not an NTPS employee, gives birth to a child and is off work for six weeks after the child is born as the primary caregiver. The NTPS employee (the child's other parent) has over five years of continuous service and takes two weeks paid partner leave when the baby is born. When the child is six weeks old the employee's spouse returns to her non-NTPS job and the NTPS employee takes longer partner leave to take over care of the couple's child. NTPS employee would be paid for 12 weeks of the longer partner leave after providing evidence showing that their spouse had ceased to be primary caregiver. This payment covers the period from the seventh to the eighteenth week following the birth of the child.

62.8 Notice and Evidence Requirements

(a) An employee must give the CEO the following notice and evidence in relation to parental leave under clause 62.6 (primary caregiver) or clause 62.7(c) (longer partner leave):

(i) At least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates.

(ii) At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the CEO of any changes to the notice provided in clause 62.8(a)(i), unless it is not practicable to do so.

A. At this time, the employee must also provide a statutory declaration stating that the employee will become either the primary caregiver (relates to primary caregiver leave) or have a responsibility for the care of the child (relates to partner leave), as applicable, at all times whilst on leave.

(iii) The employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstance. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

(b) An employee who has given the CEO notice of the taking of parental leave must give the CEO evidence that would satisfy a reasonable person:

(i) if the leave is birth-related leave – of the date of birth, or the expected date of birth, of the child; or

(ii) if the leave is adoption-related leave – of the day of placement, or the expected day of placement, of the child.

(c) Without limiting clause 62.8(b), the CEO may require the evidence to be a medical certificate.

(d) An employee applying for paid partner leave under clauses 62.7(d) and 62.7(e) will be required to provide the CEO with evidence that would satisfy a reasonable person that the employee's spouse is no longer able to be the primary caregiver of the couple's child.

62.9 Pre-adoption Leave

(a) This clause applies to employees, eligible casual employees and casual employees.

(b) An employee seeking to adopt a child is entitled to up to two days unpaid leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.

(c) Such leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.

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

(e) The CEO may require the employee to provide satisfactory evidence supporting the pre-adoption leave.

62.10 Special Maternity Leave

(a) This clause applies where a pregnant employee, including an eligible casual employee, has not yet commenced parental leave and the employee requires special maternity leave because:

(i) the employee has a pregnancy-related illness; or

(ii) the employee has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

(b) 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.

(c) The period of special maternity leave that an employee is entitled to take is such period as a medical practitioner certifies as necessary.

(d) Special maternity leave must end before the employee starts primary caregiver leave.

(e) Special maternity leave taken by the employee because the employee has a pregnancy-related illness:

(i) will be unpaid;

(ii) must end before the employee starts any period of primary caregiver parental leave; and

(iii) will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.

(f) Special maternity leave taken by the employee in all other circumstances permitted under this clause will be:

(i) unpaid if the pregnancy ends more than 20 weeks before the expected date of birth;

(ii) unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the employee has not completed 12 months continuous service, or is an eligible casual employee, at the time of commencing leave; or

(iii) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed 12 months continuous service at the time of commencing leave; or

(iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed five years continuous service at the time of commencing leave.

(g) Where an employee's qualifying period of 12 months continuous service referred to in clause 62.10(f)(iii) ends within 14 weeks of the date on which the employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.

(h) Where an employee's qualifying period of five years continuous service referred to in clause 62.10(f)(iv) ends within 18 weeks of the date on which the employee commenced leave, the first 14 weeks will be paid and any additional leave (up to four weeks) will only apply for that period of the 18 week period commencing after the end of the qualifying period.

(i) To be entitled to special maternity leave an employee must as soon as is reasonably practicable, give the CEO a written application stating the date on which the employee proposes to commence the leave and the period of leave to be taken; and

(i) in the case of special maternity leave taken because of pregnancy-related illness, a medical certificate from a medical practitioner stating that the employee is unfit to work for a stated period because of a pregnancy related illness; or

(ii) in the case of special maternity leave taken in all other circumstances permitted under this clause, a medical certificate from a medical practitioner stating that:

A. the employee's pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child; and

B. the employee will be unfit for work for a stated period.

62.11 Continuing to work while pregnant

(a) Where an employee continues to work within the six week period immediately prior to the expected date of birth, the employee must provide a medical certificate stating that the employee is fit to work their normal duties.

(b) The CEO may require the employee to start parental leave if the employee:

(i) does not give the CEO the requested medical certificate within seven days after the request; or

(ii) within seven days after the request for the certificate, give the CEO a medical certificate stating that the employee is unfit for work.

62.12 Transfer to a Appropriate Safe Job

(a) 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 in their present work for a stated period (the risk period), 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.

(b) An employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until commencement of parental leave.

(c) During the risk period the employee is entitled to the employee's base rate of pay (for the position the employee was in before the transfer) for the ordinary hours that the employee works in the risk period.

(d) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

62.13 No Appropriate Safe Job Leave (Paid / Unpaid)

(a) Paid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

(i) the employee is entitled to primary caregiver leave; and

(ii) the employee has complied with the notice and evidence requirements of clause 62.8 for taking parental leave;

then the employee is entitled to paid no appropriate safe job leave for the risk period.

(b) Unpaid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

(i) the employee is not entitled to primary caregiver leave; and

(ii) if required by the CEO, the employee has provided a medical certificate certifying of the pregnancy;

then the employee is entitled to unpaid no appropriate safe job leave for the risk period.

62.14 Combined Parental Leave

(a) An employee couple (as defined in clause 62.3(g)), provided each satisfies the service requirements, may elect to combine their parental leave entitlements provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three years from the commencement of the leave.

(b) Combined Parental Leave is subject to:

(i) compliance with all applicable notice and evidence requirements for taking parental leave under this clause;

(ii) the eight week partner leave entitlement (where both employees take parental leave at the same time) being used by the employee couple for a maximum of eight weeks and in accordance with partner leave provisions as set out in clause 62.7(b);

(iii) the balance of the combined leave being used by the member of the employee couple who has submitted a statutory declaration in which the employee has stated that they will have a responsibility for the care of the child for the total remaining unpaid leave balance;

(iv) a maximum of two interchanges of employees sharing the combined parental leave;

(v) where an employee couple combine 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, the employee shall be paid at their salary for the period of leave; and

(vi) both employees need to apply for and utilise parental leave.

62.15 Parental Leave at Half Pay

(a) This clause does not apply to paid longer term partner leave under clause 62.7(d).

(b) An employee who is entitled to paid parental leave may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.

(c) Where an employee utilises half pay parental leave:

(i) 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.

(ii) salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay; and

(iii) the maximum period of parental leave will not be extended.

62.16 Access to Other Leave Entitlements While on Parental Leave

(a) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.

(b) Taking other paid leave in conjunction with parental leave:

(i) does not break the continuity of the period of parental leave; and

(ii) the maximum period of parental leave will not be extended.

62.17 Employment While on Parental Leave

(a) NTPS employment (other than keeping in touch days)

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) Keeping in touch days

(i) During a period of parental leave an employee may agree to attend the workplace on up to 10 separate occasions (up to one day per occasion) so as to keep in touch with developments in the workplace (for meetings and training etc.) in order to facilitate a return to employment at the end of the period of leave.

(ii) Payment for keeping in touch days:

A. during unpaid leave: an employee will be paid their normal salary for the days (or part days) work is performed; or

B. during paid parental leave: an employee will be paid their normal salary for the days (or part days) work is performed and the CEO will authorise the equivalent period of paid parental leave to be re-credited.

(iii) After considering all the circumstances, including any employment under clause 62.17(a), the CEO may approve an amount of keeping in touch days in excess of 10 days.

(c) An employee on unpaid parental leave may only engage in outside employment in accordance with the PSEM Act.

(d) Employment under this clause during a period of parental leave will not:

(i) prevent the employee from re-commencing parental leave; or

(ii) extend the maximum period of parental leave.

62.18 Consultation and Communication During Parental Leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce substantial change at the workplace, the CEO will take reasonable steps to:

(i) make information available; and

(ii) provide an opportunity for the employee 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.

(b) The employee will take reasonable steps to inform the CEO about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis in accordance with clause 62.19(e).

62.19 Returning to Work After a Period of Parental Leave

(a) An employee who will be, or is, the birth giver and who elects to return to work during the six weeks following the birth of their child must provide a medical certificate stating that the employee is fit for work during that period.

(b) Returning to work early

(i) During the period of parental leave an employee may return to work at any time as agreed between the CEO and the employee.

(ii) A written application requesting an early return to work must be made at least:

A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period of 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.

(iii) Responses to the employee's request must be in accordance with clause 62.21.

(c) Returning to work at conclusion of leave

An employee must notify the CEO in writing prior to the expiration of parental leave that the employee intends to return to work. Notice must be given 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.

(d) Returning to pre-parental leave position

An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an employee who:

(i) was transferred to an appropriate safe job under clause 62.12 prior to commencing leave, to the position held immediately prior to such transfer; or

(ii) was promoted to a new position during the period of parental leave, to the new position.

(e) Returning to work part-time

To assist in reconciling work and parental responsibilities, if agreed between the CEO and the employee, the employee may return to work on a part-time basis to care for the child who is of school age or younger, provided that such a request is not made less than eight weeks prior to the date that the employee is due to return to work.

(i) Part-time employment will be in facilitated in accordance with clause 19.

(ii) Responses to requests will be in accordance with clause 62.21.

62.20 Extend Period of Parental Leave

Note: An employee who has initially taken three years parental leave (ie the maximum parental leave entitlement), is not entitled to extend their period of parental leave under this clause.

(a) In this clause a reference to 'parental leave' means primary caregiver parental leave under clause 62.6 or the longer term partner leave under clause 62.7(c), whichever is applicable.

(b) If an employee initially requested less than 12 months of parental leave they can extend their leave up to 12 months from time of commencing their leave (eg from six months to 12 months). This extension is a right and cannot be refused by the CEO if written notice of at least four weeks is given by the employee before the employee's expected return to work.

(c) Any further extension (eg from 12 months to 18 months; from 12 months to 30 months) is by agreement between the CEO and employee, provided that:

(i) employees with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, cannot extend parental leave beyond 24 months after the date of birth or day of placement of their child; or

(ii) employees with at least 12 months continuous service at the time of commencing parental leave cannot extend parental leave beyond three years after the date of birth or day of placement of their child.

(d) If an employee, who is eligible for up to three years parental leave, initially requested more than 12 months of parental leave, they can request an extension by giving 12 weeks notice before their expected return to work.

(i) If required, an employee may request one more extension up to a total of three years.

(ii) An employee cannot extend the period of parental leave beyond three years after the date of birth or day of placement of the child.

(e) Responses to requests to extend parental leave under this clause will be in accordance with clause 62.21.

(f) Any additional parental leave granted under this clause will be unpaid.

62.21 CEO's Consideration of Employee's Request

(a) This clause applies to an employee's request to return to work early (clause 62.19(b)), work part-time (clause 62.19(e)) or extend parental leave (clause 62.20).

(b) The CEO will consider the request and respond in writing within 21 days having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds. Reasonable business grounds include, but are not limited to:

(i) excessive cost of accommodating the request;

(ii) that there is no capacity to reorganise work arrangements of other employees to accommodate the request;

(iii) the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;

(iv) that there would be significant loss of efficiency or productivity;

(v) that there would be a significant negative impact on customer service.

(c) The employee's request and the CEO's decision in respect of the request must be recorded in writing.

62.22 Replacement Employees

(a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.

(b) Before a CEO engages a replacement employee the CEO must inform that person:

(i) of the temporary nature of the employment;

(ii) of the return to work rights of the employee who is being replaced; and

(iii) of the rights of the CEO to require the employee taking parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

62.23 Effect of Parental Leave on Service

(a) A period of parental leave does not break an employee's continuity of service.

(b) Subject to clause 62.23(c), any period of paid parental leave, including paid leave as a result of access to accrued entitlements under clause 62.16 will count as service.

(c) Where any employee elects to take paid parental leave at half pay in accordance with clause 62.15, only the first one week, two weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.

(d) Unless otherwise provided in this clause, any period of unpaid parental leave will not count as service.

62.24 Superannuation Contributions During Period of Parental Leave

(a) This clause applies to an employee who is entitled to at least 14 weeks paid primary caregiver leave and who takes unpaid primary caregiver parental leave during the first 12 months of their parental leave period.

(b) During the first 12 months of primary caregiver parental leave an employee will continue to receive Employer Superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, on any period of unpaid primary caregiver parental leave taken.

(c) The maximum amount of employer superannuation contributions provided will be equivalent to the amount of employer superannuation contributions the employee would have received had the employee not been on approved primary caregiver parental leave.

63 Remote Training Leave

63.1 In recognition of working in isolation and the need to retain and develop dentistry skills, Dental Officers who reside and work outside of the greater Darwin and Alice Springs regions continuously for more than five years will be entitled to Remote Training Leave.

63.2 Subject to this clause, leave of absence with pay may be granted to a Dental Officer who has completed five years' continuous service with DOH outside of the greater Darwin and Alice Springs regions.

63.3 Applications satisfying the criteria specified in this clause can be expected to be favourably considered, subject to appropriate arrangements being made to provide for ongoing service needs and operational requirements.

63.4 A Dental Officer who is granted Remote Training Leave under this clause must have the potential to render to DOH a minimum of two years service after that employee's return from such leave.

63.5 Successful applicants for Remote Training Leave will be granted paid leave for the duration of the approved leave.

63.6 Subject to clause 63.7, on the completion of each five years of continuous service there will accrue to a Dental Officer entitled to be granted leave under this clause a Remote Training Leave credit of a period equivalent to the Dental Officer's ordinary hours of duty during a period of 13 weeks.

63.7 Where a Dental Officer is employed on a part time basis, on the completion of each five years of continuous service there will accrue to a Dental Officer entitled to be granted leave

under this clause a Remote Training Leave credit of a period equivalent to the Dental Officer's ordinary hours of part time duty during a period of 13 weeks.

63.8 A Dental Officer's application for Remote Training Leave will be in writing and will contain adequate details of the proposed program of study or research.

63.9 Applications for Remote Training Leave should be made at least six months prior to the requested date of leave. However, this period may be varied by mutual agreement between the CEO and the Dental Officer concerned.

63.10 Subject to clause 63.11, where Dental Officer proceeds on Remote Training Leave of less than the amount accrued, the Dental Officer will be deemed to have received the full entitlement under this clause and will not be entitled to claim an entitlement representing the balance of the leave accrued. The absence of an officer on Remote Training Leave will be prima-facie evidence that the Dental Officer has received the full entitlement under this clause.

63.11 At the discretion of the CEO, approval may be given for a Dental Officer to retain the balance of any accrued leave, where such an entitlement would otherwise be deemed to have been utilised in accordance with clause 63.10.

63.12 In considering requests under clause 63.11, each case will be considered on its merits.

63.13 On resignation, retirement or other cessation of employment there will be no entitlement to payment in respect of any accrued Remote Training Leave.

63.14 Approved Recreation Leave and Long Service Leave may be taken in conjunction with Remote Training Leave.

63.15 A Dental Officer granted Remote Training Leave will within a period of one month after resuming duty, furnish to the CEO a detailed report on the activities associated with such leave.

64 Sabbatical Leave

64.1 The purpose of sabbatical leave is to provide the opportunity for long-serving Dental Officers above Senior Dentist level 3, to take up study and research opportunities of up to 13 weeks duration within Australia or overseas in areas that will serve to increase their skills and expertise and be of direct and significant benefit to the practice of Dentistry within the Northern Territory.

64.2 Subject to this clause, leave of absence with pay may be granted to a Dental Officer who:

(a) is nominally employed as a Dental Officer above Senior Dentist level 3 as defined;

(b) has completed 10 years continuous service with DOH.

64.3 Applications satisfying the criteria specified in this clause can be expected to be favourably considered, subject to appropriate arrangements being made to provide for ongoing service needs and operational requirements.

64.4 A Dental Officer who is granted sabbatical leave under this clause must have the potential to render to the Department a minimum of two years service after that Dental Officer's return from such leave.

64.5 Sabbatical leave is not available to Dental Officers who have an entitlement for Remote Training Leave.

64.6 Successful applicants for sabbatical leave will be granted paid leave for the duration of the approved leave.

64.7 Subject to clause 64.8, on the completion of each 10 years of continuous service there will accrue to a Dental Officer, entitled to be granted leave under this clause, a sabbatical leave credit of a period equivalent to the Dental Officer's ordinary hours of duty during a period of 13 weeks.

64.8 Where a Dental Officer is employed on a part time basis, on the completion of each 10 years of continuous service there will accrue to a Dental Officer entitled to be granted leave under this clause a sabbatical leave credit of a period equivalent to the Dental Officer's ordinary hours of part time duty during a period of 13 weeks.

64.9 Application:

(a) A Dental Officer's application for sabbatical leave will be in writing and will contain adequate details of the proposed program of study or research.

(b) Applications for sabbatical leave should be made at least six months prior to the requested date of leave. However, this period may be varied by mutual agreement between the CEO and the Dental Officer concerned.

64.10 Subject to clause 64.11, where Dental Officer proceeds on sabbatical leave of less than the amount accrued, the Dental Officer will be deemed to have received the full entitlement under this clause and will not be entitled to claim an entitlement representing the balance of the leave accrued. The absence of a Dental Officer on sabbatical leave will be prima-facie evidence that the Dental Officer has received the full entitlement under this clause.

64.11 At the discretion of the CEO, approval may be given for a Dental Officer to retain the balance of any accrued leave, where such an entitlement would otherwise be deemed to have been utilised in accordance with clause 64.10. In considering requests under this clause, each case will be considered on its merits.

64.12 On resignation, retirement or other cessation of employment there will be no entitlement to payment in respect of any accrued sabbatical leave.

64.13 Approved Recreation Leave and Long Service Leave may be taken in conjunction with sabbatical leave.

64.14 A Dental Officer granted sabbatical leave will within a period of one month after resuming duty, furnish to the CEO a detailed report on the activities associated with such leave.

65 Christmas Closedown

65.1 The CEO will consult with relevant employees where DOH, or part of DOH, will closedown for a nominated period and that closedown will occur provided that:

(a) at least three months' notice in writing is given to employees prior to the closedown period; and

(b) the nominated period covers the Christmas and New Year period.

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

(a) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or

(b) if no volunteers are forthcoming, directing employees with at least two months notice to cover the closedown period.

65.3 Employees affected by the closedown period must use either recreation leave or time off in lieu to cover the closedown period.

65.4 New employees, who will not be able to accrue enough leave to cover the closedown period, may be offered by the CEO, to work additional hours to enable sufficient time off in lieu to be accrued to cover the closedown period.

65.5 If an employee has insufficient recreation leave entitlements or time off in lieu credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

Signatories to the Northern Territory Public Sector Dental Officers' 2018 – 2022 Enterprise Agreement

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Commissioner for Public Employment
Name: Craig Allen
Address: GPO Box 4371
Darwin NT 0801

Dated:

……

Community and Public Sector Union
Name:
Address:

Dated:

Attachment A Salaries

Dental Officer Designation	Current Salary	21-Aug-18	21-Aug-19	21-Aug-20	21-Aug-21
Dentist 1	$100,552	$103,066	$105,642	$108,284	$110,991
Dentist 2	$105,255	$107,886	$110,584	$113,348	$116,182
Dentist 3	$110,179	$112,933	$115,757	$118,651	$121,617
Senior Dentist 1	$121,854	$124,900	$128,023	$131,223	$134,504
Senior Dentist 2	$130,574	$133,838	$137,184	$140,614	$144,129
Senior Dentist 3	$139,295	$142,777	$146,347	$150,005	$153,756
Dentist Manager	$141,128	$144,656	$148,273	$151,979	$155,779
Remote Dentist Manager	$143,475	$147,062	$150,738	$154,507	$158,370
Remote Service Manager	$145,766	$149,410	$153,145	$156,974	$160,898
Senior Dentist Manager	$146,966	$150,640	$154,406	$158,266	$162,223
Clinical Manager	$160,013	$164,013	$168,114	$172,316	$176,624
Principal Dental Advisor	$173,061	$177,388	$181,822	$186,368	$191,027

** Salary adjustments will be effective from the first pay period to commence on or after the date specified in the table above, with the exception of the 2018 salary increase.*

Attachment B Allowances

Table 1: Allowance in Lieu of Private Practice—Clause 36

(Rates per annum, paid fortnightly)

Classification	Current	6-Jan-19	6-Jan-20	6-Jan-21	6-Jan-22
Senior Dentist	$13,048	$13,374	$13,709	$14,051	$14,403
Dentist Manager	$19,572	$20,061	$20,563	$21,077	$21,604
Remote Dentist Manager	$19,572	$20,061	$20,563	$21,077	$21,604
Remote Service Manager	$26,095	$26,747	$27,416	$28,101	$28,804
Senior Dentist Manager	$26,095	$26,747	$27,416	$28,101	$28,804
Clinical Manager	$32,619	$33,434	$34,270	$35,127	$36,005
Principal Dental Advisor	$32,619	$33,434	$34,270	$35,127	$36,005

Table 2: Professional Development Reimbursement Payment—Clause 37

(*Rates per annum, reimbursement paid as lump sum*)

Criteria	Current	21-Aug-18	21-Aug-19	21-Aug-20	21-Aug-21
After 12 months of continuous service and each subsequent year up to and including 5 years of service	$8,202	$8,407	$8,617	$8,833	$9,053
After 5 years of continuous service and each subsequent year thereafter	$11,407	$11,692	$11,984	$12,284	$12,591

Table 3: Retention and Remote Service Allowance—Clause 38

(*Rates per annum, paid as lump sum*)

Criteria	Current	6-Jan-19
Dental Officer residing and working in Darwin, the greater Darwin region, or Alice Springs, after each year of continuous service	$10,000	$10,250
Dental Officer residing and working outside the greater Darwin or Alice Springs regions, after each year of continuous service	$14,000	$14,350

Table 4: Hourly Rate for Overtime (associated with Restriction Duty) or Emergency Duty Purposes - Clauses 51 and 53

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

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

Time Overtime Worked	Current	21-Aug-18	21-Aug-19	21-Aug-20	21-Aug-21
Sundays and outside ordinary hours on a public holiday	$57.47	$58.91	$60.38	$61.89	$63.44
All other times	$55.58	$56.97	$58.39	$59.85	$61.35

Table 5: Northern Territory Allowance - Clause 41

NT Allowance with Eligible Dependants	$960
NT Allowance without Eligible Dependants	$0

Attachment C Dental Officer Work Level Descriptions

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

C.1. Dentist (D)

Levels D1— D3

(a) At this level the work of dentists involves the application of professional oral health knowledge and experience in the independent selection of procedures for the clinical assessment, prevention, diagnosis, advice and treatment of commonly encountered oral diseases and oral health problems that require corrective, restorative, prosthetic or preventive measures.

(b) Critical thinking, problem-solving, risk assessment, communication and partnering with patients and consumers in collaborative care, enabling prevention and self-management are central to the work of dentists, are developed at the D1to D3 level and are relevant to all work-levels.

(c) Dentists at level D1 to D3 work under the mentorship of a more senior dentist. As a dentist progresses through the three pay points at this level (i.e. D1-D3) the dentist is expected to develop and consolidate more comprehensive complex clinical skills with the overall objective of decreasing reliance/dependence on the mentor.

(d) Autonomous clinical work in remote communities and hospital based settings may be undertaken following approval from the relevant credentialing committee, as determined by the Clinical Manager.

C.2. Senior Dentist (SD)

Levels SD1—SD3

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

(a) It is expected that progression through SD1-SD3 will result in the acquisition of higher levels of proficiency and the ability to manage clients who have special needs, or increasingly complex treatment needs.

(b) Senior Dentists will provide clinical guidance and mentoring to new graduates (i.e. dentists at D1 – D3), other staff and students as required.

(c) Senior Dentists at all levels may be required to rotate through urban and remote clinical work, including hospital based settings.

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

C.3. Dentist Manager (DM)

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

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

(a) providing support for less experienced dental practitioners and students;

(b) providing high level clinical advice to Clinical Managers;

(c) contributing to the formulation of NT Health operational and clinical plans, policies and procedures; and

(d) participating in the provision of urban and remote clinical work, including hospital based settings, as required.

C.4. Remote Dentist Manager (RDM)

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

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

(a) providing support to less experienced dental practitioners and students;

(b) providing high level clinical advice to Clinical Managers;

(c) contributing to the formulation of OHSNT operational and clinical plans, policies and procedures;

(d) liaising with local heath and non-health organisations to coordinate the provisions of services within the local area; and

(e) whilst primarily providing regional and remote clinical work, the Remote Dentist Manager may be required to participate in the provision of urban clinical work, including hospital based services.

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

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

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

(a) planning, managing, evaluating and reporting on services for remote communities throughout the region in conjunction with the Clinical Manager; utilising sound budget management practices, community needs assessments, outcome based accountability and quality improvement frameworks;

(b) recruitment, orientation, training and development of employees (including non-NTPS personnel) for remote service delivery;

(c) contributing to the planning, implementation and management of service improvement initiatives in remote oral health service delivery;

(d) engaging with relevant stakeholder groups including, but not limited to, non-government organisations, the Aboriginal Community Controlled Health Organisations, and Remote Health Centres; and

(e) facilitating continuous quality improvement for remote oral health services.

C.6. Senior Dentist Manager (SDM)

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

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

(a) planning, managing, evaluating and reporting on services for the large urban clinic in conjunction with the Clinical Manager; utilising sound budget management practices, community needs assessments, outcome based accountability and quality improvement frameworks;

(b) coordination and liaison with relevant NT Health managers to coordinate staff for the efficient and effective daily running of urban services;

(c) participating in Territory-wide oral health planning, implementation and review of services;

(d) professional management of dental practitioners (e.g. orientation training and development);

(e) line management of urban dental officers and non-clinical employees (e.g. sterilization area, stores, dental engineering, dental laboratory); and

(f) contributing to the formulation of NT Health operational and clinical plans, policies and procedures.

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

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

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

(a) responsible to the NT Health Director for the efficient and effective management of the service, in accordance with NT Health agreed policies and procedures, including:

(i) the development of a team or consultative approach in relation to the operational functions of the region's service;

(ii) planning and managing services provided across the region;

(iii) facilitating the implementation and review of services;

(iv) professional management of dental practitioners and non-dental staff as required; and

(v) planning, managing, evaluating and reporting of clinical and public oral health services, utilising sound budget management practices, community needs assessments, outcome based accountability and quality improvement frameworks.

(b) management responsibilities including:

(i) ensuring clinical output and outcome targets are met;

(ii) managing dentist recruitment;

(iii) responsible for the student and new graduate dentist mentoring programs;

(iv) ensuring performance management and workforce development systems for relevant staff; and

(v) encouraging and participating in quality, evaluation, research and development of projects, and the facilitation of clinical quality improvement.

C.8. Principal Dental Advisor (PDA)

A dentist at this level will have achieved clinical competency at the SD level. The position is primarily responsible for the provision of strategic leadership in the development, implementation and review of clinical governance and policy-level issues across NT Health, and quality, timely and appropriate advice and recommendations to more senior and executive personnel regarding contemporary and emerging oral health matters and strategic issues.

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

(a) quality and safety in clinical practice and service provision;

(b) efficiency and effectiveness of service delivery models on local, State/Territory and National levels;

(c) emerging clinical trends and technologies and the development and review of clinical protocols to support evidence based practice;

(d) development of strategic policy proposals relevant to future directions of NT Health;

(e) Local, State/Territory and National statutory and legislative issues relevant to oral health services;

(f) developing and maintaining co-operative relationships with key stakeholder groups and authorities relevant to NT Health at local and national levels;

(g) representing the NT Health where necessary, regarding relevant health matters;

(h) funding initiatives at Territory and Federal levels and clinical processes relevant to service-wide funding initiatives within NT Health; and

(i) service-wide principles and processes for equity and responsibility.

Attachment D Northern Territory Public Sector Redeployment and Redundancy Entitlements

D.1. Definitions

For the purposes of these provisions:

(a) **potentially surplus employee** means an employee who has been declared by the CEO to be potentially surplus to the requirements of the agency under section 41 of the PSEM Act.

(b) **service** means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transferee as defined in accordance with By-Law 45.1 of the PSEM Act.

(c) **suitable employment** means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities.

(d) **surplus employee** means an employee in relation to whom the CEO has requested that the employer exercise their powers under section 43 of the PSEM Act.

(e) **union** means a trade union as defined in the FW Act and which is covered by this Agreement.

D.2. Consulting Relevant Unions

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

(a) notify the relevant union of the potentially surplus situation and the name of the employee; and

(b) invite the union to meet with an agency representative in relation to the situation.

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

D.3. Finding of Other Suitable Employment

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

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

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

D.4. Voluntary Retrenchment

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

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

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

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

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

(a) For an employee with at least one year but less than two years service: four weeks salary;

(b) For an employee with at least two years but less than three years service: six weeks salary;

(c) For an employee with between three years and three and a half years service: seven weeks salary; and

(d) For an employee with greater than three and a half years service: two weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.

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

(a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that the employee is a surplus employee, the salary level is the employee's salary in the employee's higher designation at the date of notification; and

(b) where an employee has been paid a loading (ie shiftwork payment) for shiftwork for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of "weeks salary".

D.4.7. The inclusion of allowances or loadings as salary, other than those specified in clause D.4.6 will be at the discretion of the employer.

D.4.8. The entitlement under:

(a) clause D.4.3 constitutes notice for the purposes of section 117 of the FW Act; and

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

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

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

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

D.5. Notice of Redundancy

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

(a) been offered a voluntary retrenchment and has declined that offer; or

(b) has requested a voluntary retrenchment and the employer has refused the request.

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

(a) the employee is entitled to 26 weeks formal notice of redundancy; or

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

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

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

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

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

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

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

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

D.5.8. Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses D.5.2 and D.5.3.

D.5.9. A surplus employee who has declined an offer of voluntary retrenchment prior to clauses D.5.2 and D.5.3 being invoked, is not entitled to receive a greater payment under clause D.5.8 than the employee would have been entitled to receive had the employee been voluntarily retrenched.

D.5.10. For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses D.5.2 or D.5.3 is entitled:

(a) to reasonable leave with full pay; and

(b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

D.6. Transfer to Other Suitable Employment

D.6.1. A potentially surplus employee or a surplus employee is entitled to four weeks notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the four week notice period.

D.6.2. A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving their household to a new location if, in the opinion of the employer the transfer is necessary to enable the employee to take up suitable employment.

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

(a) Where the period of notice of redundancy has already been invoked, the greater of:

(i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause D.5.2; or

(ii) four weeks; or

(b) Where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause D.5.2.

D.6.4. Income maintenance payments are calculated as follows:

(a) an amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or

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

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

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

D.7. Use of Accrued Personal Leave

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

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

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

D.8. Right of Review

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

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

D.9. Substitution or Other Provisions

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

D.10. Exemption

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