NORTHERN TERRITORY PUBLIC SECTOR NURSES AND MIDWIVES’ 2014–2017 ENTERPRISE AGREEMENT
PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement will be known as the Northern Territory Public Sector Nurses and Midwives’ 2014-2017 Enterprise Agreement.

2. Arrangement

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Northern Territory Public Sector Nurses and Midwives’ 2014–2017 Enterprise Agreement

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3. Application and Parties

This Agreement covers:

(a) the Commissioner for Public Employment; and

(b) the Australian Nursing and Midwifery Federation (NT Branch); and

(c) employees who are members of the Australian Nursing and Midwifery Federation, or are eligible to be members of the Australian Nursing and Midwifery Federation and who are employed in any of the classifications specified in clause 21.

4. Definitions

For the purposes of this Agreement:

(a) “Agency” means an agency as defined in the PSEM Act;

(b) “Agreed Hours” means where the employer and the employee will agree in writing on a regular pattern of part-time work, 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;

(c) “Agreement” means the Northern Territory Public Sector Nurses and Midwives’ 2014–2017 Enterprise Agreement;

(d) “FWC” means the Fair Work Commission;

(e) “FW Act” means Fair Work Act 2009;

(f) “CEO” means the Chief Executive Officer of the Department of Health;

(g) “Commencement date” means the date as determined under clause 5;

(h) “commissioner” means the Commissioner for Public Employment in the Northern Territory;

(i) “Compulsory transferee” means an employee who was compulsorily transferred to the Northern Territory Public Service from the Commonwealth...
Public Service; or the former Northern Territory Public Service under the provisions of section 38 or 40 of Part VI of the Public Service Act 1976;

(j) “department” means the Department of Health;

(k) “employee” means a nurse or midwife of the Northern Territory Public Sector employed under PSEM Act and holding a classification as specified in clause 21;

(l) “employee representative” means a representative chosen by an employee, which may be a union representative;

(m) “NES” means the National Employment Standards provisions under the Fair Work Act 2009;

(n) “NTPS” means the Northern Territory Public Sector;

(o) “PSCC” means the Public Sector Consultative Council constituted under the PSEM Act;

(p) “PSEM Act” means the Northern Territory Public Sector Employment and Management Act and includes the Regulations, By-laws, Employment Instructions and Determinations made under that Act;

(q) “union” means the Australian Nursing and Midwifery Federation.

5. Period of Operation

The commencement of this Agreement will come into effect seven (7) days after approval from the FWC and will remain in force until 9 August 2017. The term of the agreement may be extended for a further 12 month period by agreement of the parties.

6. Operation of Schedules

6.1 This Agreement is a comprehensive agreement and expressly includes all former award terms and conditions that the parties intend to continue to apply. All other award terms and conditions are excluded.

6.2 Schedules 1 to Schedule 3 of this Agreement contain terms and conditions from the following Awards with modification:

(a) Nurses (Northern Territory Public Sector) Award 2001 (Schedule 1); and

(b) Northern Territory Public Sector (General Conditions of Service) Award 2000 (Schedule 2); and

(c) Northern Territory Public Sector Redundancy Provisions Award 2001 (Schedule 3).
6.3 In the event of any inconsistency between them, the terms and conditions of Parts 1 to 3 of this Agreement will prevail over terms and conditions of Schedules 1 to 4.

6.4 In the event of any inconsistency between the Schedules to this Agreement, the terms and conditions of Schedule 1 will prevail over the terms and conditions of Schedule 2, unless expressly stated otherwise.

7A. Variation of Public Sector Employment and Management Act

7A.1 The parties acknowledge the long established and continuing role of the PSEM Act in the regulation of NTPS conditions of employment.

7A.2 This Agreement will be read in conjunction with the PSEM Act, as amended from time to time, and will prevail over the PSEM Act to the extent of any inconsistency.

7A.3 For the avoidance of doubt, the PSEM Act is not incorporated into this Agreement.

7A.4 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws and Determinations will not be unilaterally varied without consultation with the affected parties prior to the formalisation of an amendment.

7A.5 This clause will not operate, in any way, to diminish the Commissioner’s statutory powers under the PSEM Act.

7B Modern Enterprise Award - Omitted

[The references to the modern enterprise award have been deleted]

8. Anti-Discrimination - Omitted

[The references to anti-discrimination provisions have been deleted because these are covered by other Commonwealth and NT legislation]

9. Variation - Omitted

[The reference to variation of the agreement has been deleted because there is a statutory mechanism for the variation of enterprise agreements in the FW Act, which would apply in the case of any proposal to vary the agreement]

10. No Extra Claims

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

10.2 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.

11. 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 covered by the Agreement.

12. Objectives of Agreement

12.1 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; and

(b) staff development; and

(c) management and professional development programs; and

(d) other programs of continuous improvement.

12.2 The parties acknowledge the need to examine jointly and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes and that the consultative mechanisms referred to in Clause 15 - Management of Change, will be employed by the parties for this process.

12.3 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.

13. Productivity and Efficiency

13.1 The parties to this Agreement recognise the skills, energy and cooperation of employees in increasing productivity across the NTPS 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 which takes place within the context of changing Government priorities in policy and service delivery, new client demands, the introduction of new technology,
more efficient and effective management and work practices, and ongoing skills development of the workforce.

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

13.3 The parties acknowledge that this Agreement recognises productivity improvements occurring during the life of this Agreement.

13.4 This Agreement recognises current and future developments in nursing practice and changes in work value. In particular the Agreement recognises the following developments:

(a) increased clinical responsibility and scope of practice of nurses and midwives;
(b) increased deployment of technology in nursing and midwifery practice;
(c) increased scope of practice and skills development across the workforce;
(d) increased responsiveness to meet service demands;
(e) improvements to service quality through planned and systemic interventions;
(f) increased roles in multi-disciplinary teams in providing comprehensive health services to the community; and
(g) facilitating the requirements to the National Accreditation and Registration system.

13.5 Without limiting the scope of this clause, productivity and efficiency will be enhanced with employee commitment to implement the policies and initiatives of the Government of the day.

14. Dispute Settling Procedures

14.1 The parties are committed to the avoidance and resolution industrial disputation about the application of this Agreement.

(a) Subject to paragraph (b), this clause sets out procedures to be followed for avoiding and resolving disputes in relation to:

   (i) a matter arising under this Agreement; or

   (ii) the National Employment Standards
(b) This clause does not apply in relation to disputes about:

(i) refusals for requests for flexible work arrangements on reasonable business grounds under clauses 48 and 49.1 of this Agreement; and section 65(5) of the FW Act; or

(ii) refusals for requests for extended parental leave under clause 55.13(a) or clause 55.13(b) of this Agreement on reasonable business grounds under section 76(4) of the FW Act.

(c) An employee who has a grievance about matters referred to in paragraph (b) can utilise section 59 of the PSEM Act.

14.2 General

(a) In the event of a dispute arising in relation to a matter referred to in clause 14.1(a) the following procedure will apply.

(b) Subject to 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; and

(c) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must co-operate to ensure that these processes are carried out expeditiously; and

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

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

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

(g) Subject to the right of appeal under clause 14.5(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.
14.3 Internal Resolution

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

(i) the employee will refer the matter to his or her immediate supervisor for resolution, who may request that the employee provide written details of the matter, provided that where the dispute concerns alleged actions of the immediate supervisor, the employee may bypass this step;

(ii) if the matter cannot be resolved under paragraph (i) above, it will be referred in writing to the relevant manager for resolution;

(iii) if the matter cannot be resolved under paragraph (ii) above, it will be referred in writing to the CEO for resolution;

(iv) if the matter cannot be resolved under paragraph (iii) above, it will be referred in writing to the commissioner for resolution; and

(b) attempts to resolve the matter under each stage of the process referred to in paragraph (a) above will begin within 24 hours of, and be completed within three working days of the referral relating to that particular stage. These time limits may be extended by agreement between the parties to the dispute.

14.4 Conciliation

(a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with sub-clause 14.1(b) any party may refer the dispute to the FWC under the FW Act, for resolution by conciliation.

(b) Provided the requirements of clauses 14.2 and 14.3 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 his or her own motion or after application by any party, satisfied him or herself that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

14.5 Arbitration

Northern Territory Public Sector Nurses and Midwives’ 2014–2017 Enterprise Agreement
(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 (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 a full bench of the FWC, provided that such appeal is lodged within 21 days of the decision being made.

**PART 2 – PROCEDURAL MATTERS**

15. Management of Change

[This clause is based on the model consultation term set out in Schedule 2.3 of the FW Regulations 2009. The term commenced operation on 1 January 2014.]

15.1 This clause applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

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

**Major change**

15.2 For a major change referred to in clause 15.1 the employer must notify the relevant employees and the union of the decision to introduce the major change; and clauses 15.3 to 15.10 apply.

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

15.4 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 employer of the identity of the representative; the employer must recognise the representative.

Northern Territory Public Sector Nurses and Midwives’ 2014–2017 Enterprise Agreement
15.5 As soon as practicable after making a decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

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

15.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

15.8 For the purposes of sub-clause 15.7 genuine consideration includes:

(a) advising employees and their representatives of the final decisions; and

(b) explaining how the views expressed by the employees and their representatives were taken into account.

15.9 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 15.2, 15.3 and 15.5 are taken not to apply.

15.10 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 employer’s workforce or to the skills required of employees; or
(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

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

(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

15.11 For a change referred to in clause 15.1(b):

(a) the employer must notify the relevant employees and the union of the proposed change; and

(b) clauses 15.12 to 15.16 apply.

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

15.13 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 employer of the identity of the representative; the employer must recognise the representative.

(c) As soon as practicable after proposing to introduce the change, the employer must:

(iv) discuss with the relevant employees the introduction of the change; and

(v) for the purposes of the discussion — provide to the relevant employees:

(vi) all relevant information about the change, including the nature of the change; and

(vii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(viii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
(ix) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

15.16 In this clause relevant employees means the employees who may be affected by a change referred to in clause 15.1(b).

16. Filling of Vacancies Resulting for Substantial Change - Omitted

[The references to filling vacancies resulting from substantial change have been deleted because they relate to policies and procedures. They are dealt with under the PSEM Act (e.g. Employment Instruction 1–Filling Vacancies and the commissioner’s guideline.)]

17. Consultative Committees and Representative Rights

Consultative Committees

17.1 In relation to matters of general interest to the NTPS the parties agree to utilise the PSCC established under the PSEM Act.

17.2 The parties acknowledge the establishment of a joint consultative committee (the committee) made up of department and union representatives. The committee will be known as the Australian Nursing and Midwifery Federation (NT Branch)/Department of Health Consultative Committee.

17.3 The terms of reference have been agreed between the parties, including frequency of meetings and timeframes for particular issues. The constitution of representatives will be agreed between the parties but will consist of union representatives, senior DOH Nursing and Midwifery Leaders and senior departmental management.

17.4 The purpose of the committee will be to discuss and agree outcomes in relation to operational issues raised by the parties.

17.5 The committee will have the capacity to monitor the implementation of the agreed recommendations and outcomes. The committee may also discuss any other issues agreed by the committee.

Representative Rights

17.6 The employer recognises the legitimate right of the union to represent those employees who are members, or eligible to become members.
17.7 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 provided that such consultation:

(a) will not adversely affect their ability to perform their duties;

(b) does not disturb or interfere with their workplace or the workplace in which the consultation occurs; and

(c) has been approved by the relevant manager in advance of the activity.

17.8 Such approval will not be unreasonably withheld.

Right of Entry

17.9 Subject to the FW Act right of entry requirements, a duly accredited union representative will observe all the usual courtesies including giving prior notice when entering or seeking to enter the department’s premises and will not disturb or interfere with any work being carried out on the premises at any time while they are on the premises.

Union Training Leave

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

17.11 The approval for an employee to attend a training course will be subject to the operational requirements of the department.

17.12 Such approval will not be unreasonably withheld.

17.13 An employee seeking to take union training leave must:

(a) Have completed at least twelve months continuous service prior to taking union training leave; and

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

17.14 The employee will only be paid for the period of union training leave if:
(a) he or she provides evidence satisfactory to the CEO of his or her attendance at the course for which union training leave was sought; and

(b) in normal circumstances the CEO has received not less than four weeks written notice of nomination from the union, setting out the times, dates, content and venues of the course.

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

17.16 Leave granted under this clause will count as service for all purposes.

18. Work Health and Safety

In addition to the parties obligations under the Work Health and Safety (National Uniform Legislation) Act 2011, or any superseding legislation, the Department:

18.1 maintains a commitment to the Musculoskeletal Injury Reductions Strategy 2014 – 2017 in all hospitals and community centres;

18.2 will on an ongoing basis examine the impact of the Department’s Aggression Zero Tolerance policy on Remote Area Nurses; and

18.3 will manage work practices to ensure that wherever practicable, Employees will not wear lead aprons for more than one hour without a ten minute break.

19. Commitment to Employee Assistance Program

19.1 The parties agree that the purpose of an Employee Assistance Program (EAP) is to assist management and employees to deal with issues that may impact on work performance.

19.2 Provision of an EAP is recognised as a contemporary human resource strategy that provides benefits to the department and the employee.

19.3 Access to EAPs by employees and their families will be subject to the following:

(a) the availability of the EAP in their geographical area; (the parties recognise that remote areas may not have direct access to an EAP provider. In these instances, innovative measures such as telephone counselling, internet and travel may be utilised, where appropriate); and

(b) the relevance of the employee’s family attending the counselling service, as determined by the provider; and
consistent with the department’s policy, the cost of the first three work related visits is to be met by the department, with the cost of any subsequent visit by agreement between the department and the provider.

20. Prevention of Inappropriate Workplace Behaviour and Bullying in the Workplace

20.1 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate and bullying behaviour.

20.2 The CEO acknowledges the commitment to achieve and maintain a safe and healthy work environment and will take all reasonably practicable steps to prevent inappropriate behaviour and bullying in the workplace 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.

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

PART 3 – GENERAL EMPLOYMENT CONDITIONS

Division 1 – Classifications, Pay and Allowances

21. Classification Descriptions

Descriptors for positions within the Nursing classification systems are as follows:

Pupil Nurse (3rd year)

21.1 Work is under direct supervision of a Registered Nurse.

21.2 Competency at this level involves the application of knowledge and skills, limited to a range of tasks and roles that have been assessed as being competent. Evidence of competency remains the responsibility of the student.

21.3 Competencies are normally used within established routines, methods and procedures which are predictable, and within which judgement against established criteria is also involved.

Nurse 1 (Enrolled Nurse)

21.4 Work is under direct or indirect supervision of a registered nurse with some autonomy where working in teams is required.
21.5 Competency at this level involves the application of knowledge and skills to a limited range of tasks and roles. There is a specified range of contexts where the choice of actions required is clear.

21.6 Competencies are normally used within established routines, methods and procedures which are predictable, and within which judgement against established criteria is also involved.

Nurse 1 – Advanced Practice

21.7 A Nurse 1 (Enrolled Nurse) with an Advanced Certificate or a Diploma qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area and endorsed to administer medications by the Board. The Nurse 1 (Advanced Practice) will also need to demonstrate advanced practice within each of the following domains:

(a) Care Delivery / Clinical Responsibilities

The Nurse 1 (Advanced Practice) will demonstrate a greater depth of knowledge and experience and more effective integration of theory practice. The Nurse 1 (Advanced Practice) provides care at an advanced level under the supervision of a Registered Nurse. This will include an ability to practice more autonomously with supervision by the Registered Nurse being more indirect than direct. The Nurse 1 (Advanced Practice) will collaborate with the Registered Nurse in the development of nursing plans and the provision of nursing care.

(b) Learning and Inquiry

The Nurse 1 (Advanced Practice) will demonstrate performance that enhances self-professional development and the professional development of others. This will include initiation of an ongoing professional development program for self, involvement in peer review and participation in activities related to the enhancement of context specific practice. The Nurse 1 (Advanced Practice) will also contribute to clinical research at a unit level and contribute to and support the implementation of evidence based practice.

(c) Leadership Responsibilities

In the demonstration of leadership responsibilities, the Nurse 1 (Advanced Practice) will act as a role model within the health care team. This will include contributing to the development, implementation and review of ward/service business plans. The Nurse 1 (Advanced Practice) will also provide support and direction within their level of competence. The Nurse 1 (Advanced Practice)
may also take responsibility for unit activities other than direct patient care, for example, Workplace Health and Safety Officer or manual handling coordinator.

(d) Networks, Partnerships and Team responsibilities

The role requires the Nurse 1 (Advanced Practice) to demonstrate sound and effective communication skills with members of the health team, patients, families, visitors and staff from other agencies. This would include initiating, maintaining and using team networks in a mature, confident manner to achieve positive patient outcomes.

Nurse 2 (Registered Nurse/Registered Midwife)

21.8 Work is likely to be under routine supervision with intermittent checking, but may take the form of general guidance and considerable autonomy where working in teams is required.

21.9 Responsibility for the work of others may be involved, and team co-ordination may be required.

21.10 Competency at this level involves the application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is usually clear, with limited complexity in the choice.

21.11 Competencies are normally used within established routines, methods and procedures, in some cases involving discretion and judgement about possible actions.

Nurse 3 (Registered Nurse/Registered Midwife)

21.12 Work is likely to be under limited supervision with checking related to overall progress, but may take the form of broad guidance and autonomy where working in teams is required.

21.13 Responsibility for the work of others may be involved, and team coordination may be required.

21.14 Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a range of tasks and roles in a variety of contexts, with some complexity in the extent and choice of actions required.

21.15 Competencies are normally used within routines, methods and procedures where some discretion and judgement is required in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
Nurse 4 (Registered Nurse/Registered Midwife)

21.16 Work is likely to be without supervision with general guidance on progress and outcomes sought.

21.17 The work of others may be supervised or teams guided or facilitated. Responsibility for and limited organisation of the work of others may be involved.

21.18 Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks and roles in a variety of contexts, with complexity in the range and choice of actions required.

21.19 Competencies are normally used within routines, methods and procedures where discretion and judgement is required, for both self and others, in planning and selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

21.20 Subject to a formal work value evaluation under the Work Evaluation System applying to nursing classifications under clause 22, a Candidate Nurse Practitioner may be classified at the Nurse 4 classification level.

Nurse 5 (Registered Nurse/Registered Midwife)

21.21 Work is likely to be under broad guidance. The work of others may be supervised or teams guided. Responsibility for the planning and management of the work of others may be involved.

21.22 Competency at this level involves the self-directed application of knowledge with substantial depth in some areas, and a range of technical and other skills to tasks, roles and functions in both varied and highly specific contexts.

21.23 Competencies are normally used independently and both routinely and non-routinely.

21.24 Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

21.25 Subject to a formal work value evaluation under the Work Evaluation System applying to nursing classifications under clause 22, a Nurse Practitioner may be classified at the Nurse 5 classification level.

Nurse 6 (Registered Nurse/Registered Midwife)

21.26 Work is likely to under limited guidance in line with abroad plan, budget or strategy.

21.27 Responsibility and defined accountability for the management and output of the work of others and for a defined function or functions may be involved.
21.28 Competency at this level involves the self-directed development of knowledge with substantial depth across a number of areas or mastery of a specialised area with a range of skills.

21.29 Application is to major functions in either varied or highly specific contexts.

21.30 Competencies are normally used independently and are substantially non-routine.

21.31 Significant judgement is required in planning, design, technical or supervisory functions related to products, services, operations or processes.

21.32 Subject to a formal work value evaluation under the Work Evaluation System applying to nursing classifications under clause 22, a Nurse Practitioner may be classified at the Nurse 6 classification level.

Nurse 7

21.33 Work is likely to be in accordance with a broad plan, budget or strategy.

21.34 Responsibility or broad ranging accountability for the structure, management and output of the work of others or functions may be involved.

21.35 Competency at this level involves the self-directed development and mastery of broad or specialised areas of knowledge with a range of skills. Application is to major, broad or specialised functions in highly varied or highly specialised contexts.

21.36 Competencies are normally used independently and are non-routine. Significant high level judgement is required in planning, design, operational, technical or management functions.

Nurse 8

21.37 Work is likely to involve full responsibility and accountability for all aspects of the work of others and functions including planning, budgeting and strategy where required.

21.38 Competency at this level involves self-directed development and mastery of a range of knowledge and skills. Application is to major functions either broad or specialised within highly varied or highly specialised contexts.

21.39 Competencies are normally used with full independence and in contexts and combinations of great variability. The highest level of complex judgement is applied in planning, design, technical or management functions.

21.40 Nurse 8 includes all competencies that might be regarded as higher in level than those characteristics used in the descriptor to distinguish it from Nurse 7.
21.41 There are no levels within the NT Public Sector Nursing Classification System above Nurse 8.

22. Classifications and the Work Evaluation System for Nursing Professionals

The classification of Nurses in positions above a Nurse 2 that are newly created or in positions above a Nurse 2 where significant responsibilities or accountabilities change, will be determined by assessment under the Work Evaluation System for Nursing Professionals.

23. Classifications and Salaries

23.1 The salary rates contained in clause 23.2 have been increased by the following salary increases:

(a) 3% effective from the first full pay period to commence 9 August 2014;

(b) 3% effective from the first full pay period to commence on or after 9 August 2015; and

(c) 3% effective from the first full pay period to commence on or after 9 August 2016.

23.2 The following classifications and salary rates will apply to employees employed under this Agreement as specified below:
<table>
<thead>
<tr>
<th>Classification</th>
<th>Previous salary from first full pay period (FFPP) on or after 9 August 2013</th>
<th>New salary from (FFPP) on or after 9 August 2014</th>
<th>New salary (FFPP) from on or after 9 August 2015</th>
<th>New salary (FFPP) from on or after 9 August 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pupil Nurse</td>
<td>45,309</td>
<td>46,669</td>
<td>48,070</td>
<td>49,513</td>
</tr>
<tr>
<td>EN in Training 75%</td>
<td>38,275</td>
<td>39,424</td>
<td>40,607</td>
<td>41,826</td>
</tr>
<tr>
<td>Nurse 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Y1</td>
<td>51,033</td>
<td>52,564</td>
<td>54,141</td>
<td>55,766</td>
</tr>
<tr>
<td>Y2</td>
<td>52,613</td>
<td>54,192</td>
<td>55,818</td>
<td>57,493</td>
</tr>
<tr>
<td>Y3</td>
<td>54,246</td>
<td>55,874</td>
<td>57,551</td>
<td>59,278</td>
</tr>
<tr>
<td>Y4</td>
<td>55,927</td>
<td>57,605</td>
<td>59,334</td>
<td>61,115</td>
</tr>
<tr>
<td>Y5</td>
<td>57,688</td>
<td>59,419</td>
<td>61,202</td>
<td>63,039</td>
</tr>
<tr>
<td>Nurse 1 (Advanced Practice)</td>
<td>59,162</td>
<td>60,937</td>
<td>62,766</td>
<td>64,649</td>
</tr>
<tr>
<td>RN in Training 75%</td>
<td>43,267</td>
<td>44,566</td>
<td>45,903</td>
<td>47,281</td>
</tr>
<tr>
<td>Nurse 2 / Student Midwife</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>57,688</td>
<td>59,419</td>
<td>61,202</td>
<td>63,039</td>
</tr>
<tr>
<td>2.2</td>
<td>60,794</td>
<td>62,618</td>
<td>64,497</td>
<td>66,432</td>
</tr>
<tr>
<td>2.3</td>
<td>63,899</td>
<td>65,816</td>
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<td>2.4</td>
<td>67,005</td>
<td>69,016</td>
<td>71,087</td>
<td>73,220</td>
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<tr>
<td>2.5</td>
<td>70,625</td>
<td>72,744</td>
<td>74,927</td>
<td>77,175</td>
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<tr>
<td>2.6</td>
<td>73,341</td>
<td>75,542</td>
<td>77,809</td>
<td>80,144</td>
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<tr>
<td>2.7</td>
<td>76,322</td>
<td>78,612</td>
<td>80,971</td>
<td>83,401</td>
</tr>
<tr>
<td>Nurse 3</td>
<td>79,508</td>
<td>81,894</td>
<td>84,351</td>
<td>86,882</td>
</tr>
<tr>
<td></td>
<td>82,688</td>
<td>85,169</td>
<td>87,725</td>
<td>90,357</td>
</tr>
<tr>
<td></td>
<td>84,950</td>
<td>87,499</td>
<td>90,124</td>
<td>92,828</td>
</tr>
<tr>
<td>Nurse 4</td>
<td>88,477</td>
<td>91,132</td>
<td>93,866</td>
<td>96,682</td>
</tr>
<tr>
<td></td>
<td>91,574</td>
<td>94,322</td>
<td>97,152</td>
<td>100,067</td>
</tr>
<tr>
<td></td>
<td>95,054</td>
<td>97,906</td>
<td>100,844</td>
<td>103,870</td>
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<tr>
<td>Nurse 5</td>
<td>97,431</td>
<td>100,354</td>
<td>103,365</td>
<td>106,466</td>
</tr>
<tr>
<td></td>
<td>101,521</td>
<td>104,567</td>
<td>107,705</td>
<td>110,937</td>
</tr>
<tr>
<td>Nurse 6</td>
<td>107,106</td>
<td>110,320</td>
<td>113,630</td>
<td>117,039</td>
</tr>
<tr>
<td></td>
<td>111,391</td>
<td>114,733</td>
<td>118,175</td>
<td>121,721</td>
</tr>
<tr>
<td>Nurse 7</td>
<td>120,323</td>
<td>123,933</td>
<td>127,651</td>
<td>131,481</td>
</tr>
<tr>
<td></td>
<td>124,636</td>
<td>128,376</td>
<td>132,228</td>
<td>136,195</td>
</tr>
<tr>
<td>Nurse 8</td>
<td>129,609</td>
<td>133,498</td>
<td>137,503</td>
<td>141,629</td>
</tr>
<tr>
<td></td>
<td>133,953</td>
<td>137,972</td>
<td>142,112</td>
<td>146,376</td>
</tr>
</tbody>
</table>
Nurse 1/2 in Training

23.3 An employee undertaking a three month supervised clinical nursing program with the department as a requirement for “re-entry” to nursing, will be paid 75% of the base salary point of the Nurse 1 or Nurse 2 classifications, including the appropriate penalty payments, depending upon their nursing qualification.

24. Increments

24.1 Subject to the provisions of this clause, salary progression for Nurse 2 classification and above where there is more than one salary point will be by annual increments.

24.2 For an employee with broken service, advancement will occur when the employee has attained 12 months service within the preceding two years.

24.3 The authority to apply clauses 24.5 and 24.6 will not be applicable unless the commissioner is satisfied that an acceptable performance management system is in place which meets the requirements of Employment Instruction No. 4.

24.4 The commissioner will notify employees and their representatives of the acceptance of any performance management system for the purposes of clause 24.3 prior to that system being used for deferral of increments.

24.5 The CEO may determine to withhold an increment as set out in clause 24.6, 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 performance to an acceptable standard, and

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

24.6 The CEO may withhold an increment as follows:

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

(b) at the end of the six month deferment period, the CEO may again defer the increment by up to a maximum of a further six months where the required performance standard has not been achieved and alternative steps have been taken to address the less than satisfactory performance. The increment will not be withheld for longer than 12 months in total;
(c) the CEO must provide the reasons for deferring an increment under clauses 24.6(a) or 24.6(b) in writing to the employee.

24.7 If a decision is made under clauses 24.6(a) or 24.6(b) 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; or

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

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

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

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

24.10 The Commissioner will notify the Union of the acceptance of any performance management system for the purposes of clause 24.3 prior to that system being used for deferral of increments.

25. Professional Development Allowance

25.1 An employee, excluding casuals, who has been employed within the department for the required qualifying period will be paid a Professional Development Allowance annually.

25.2 A qualifying employee, other than an employee who entered into employment after the commencement of the Enterprise Agreement:

(a) shall be entitled to elect to receive a professional development allowance either as:

   (i) an upfront fixed payment in accordance with clause 25.4; or

   (ii) a reimbursement in accordance with clause 25.5.

(b) shall be eligible to elect the reimbursement model either at the commencement of the new enterprise agreement or prior to 30 August of each such subsequent professional development year.

(c) on electing the reimbursement model may not revert to the upfront fixed model.
25.3 A qualifying employee who entered into employment after the commencement of the Enterprise Agreement will be entitled to receive a professional development allowance in accordance with the reimbursement model.

25.4 Upfront fixed payment model

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

(a) the annual Professional Development Allowance entitlement year is 1 September to 30 August, and continuous service is determined as at 30 August each year;
   (i) 1 year up to 3 years continuous service—$555 per annum; or
   (ii) 3 years or more continuous service - $1666 per annum.

(b) Payment will be in the form of a lump sum made as soon as practicable after 30 August.

(c) The allowance will not count as salary for any purpose.

(d) The allowance will apply to part time Employees on a pro rata basis based upon their contracted hours of employment.

(e) Payment is subject to relevant income tax

(f) An employee will be required during the performance management process to provide information to their manager on the use, or planned use of the allowance toward cost of professional development activities and costs, and meeting their continuing professional development obligations as outlined in the Nursing and Midwifery Board of Australia’s continuing professional development registration standard.

25.5 Reimbursement model

(a) Payment of the allowance is subject to the following qualifying periods, amounts and conditions:
   (i) the annual Professional Development Allowance entitlement year is 1 September to 30 August, and continuous service is determined as at 30 August each year;
   (ii) payment rates:
An employee who elects to participate in the reimbursement model on commencement of the Enterprise Agreement will receive a lump sum payment of $572 for a qualifying service period of 1 to 3 years, or $1,716 for a qualifying service period of 3 years or more for the 2014 year, in lieu of the payment that would have been received under the upfront model for the 2014 professional development year.

An Employee can only make one (1) claim per Professional Development Allowance entitlement year up to his or her maximum annual Professional Development Allowance entitlement.

Reimbursement can be made at any time during the year where the Employee has reached his or her maximum Professional Development Allowance entitlement on production of sufficient evidence to substantiate the employee’s professional development costs.

Reimbursement will be in the form of a lump sum.

The allowance will not count as salary for any purpose.

The allowance will apply to part time Employees on a pro rata basis based upon their contracted hours of employment.

An advance payment of the allowance may be approved at the Employee’s request in circumstances where the Employee is required to meet substantial costs in advance for an approved professional development activity, eg an interstate conference.

As part of the performance planning and review process, an Employee and his or her manager may agree to forward plan a professional development activity that may incorporate more than one year’s allowance, eg an overseas conference.

The production of sufficient evidence by the Employee substantiating professional development costs and activity/activities incurred, or to be incurred by him or her, and providing evidence that the Employee attended the activity/activities.

The allowance is payable for the following professional development activities:

- fees for professional courses, tuition, conferences or similar;
- fees for professional bodies where eligibility for membership is essential for professional registration and/or practice in the Public Sector;

<table>
<thead>
<tr>
<th>Qualifying service</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 3 years</td>
<td>$590</td>
<td>$608</td>
<td>$627</td>
</tr>
<tr>
<td>&gt; 3 years</td>
<td>$1,768</td>
<td>$1,822</td>
<td>$1,878</td>
</tr>
</tbody>
</table>
(iii) subscriptions to technical / business publications;
(iv) the purchase of technical books; and
(v) air travel to conferences (up to 50% of the allowance).

26. Post Graduate Qualification Allowance

26.1 An employee, excluding casuals, who obtains a recognised post graduate qualification and who is employed in a work unit relevant to that qualification will be paid a Post Graduate Qualification Allowance at the rates specified in the table below from the first full pay period on or after the commencement date of this Agreement.

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nurse 1 (Enrolled Nurse), Course of study no less than 6 months or 120 hours</td>
<td>3.5% of the fifth pay point of the Nurse 1 classification.</td>
</tr>
<tr>
<td>Nurse 2-8 (Registered Nurse), Conversion degree or graduate certificate.</td>
<td>3.5% of the maximum pay point of the Nurse 2 classification.</td>
</tr>
<tr>
<td>Nurse 2-8 (Registered Nurse), Graduate Diploma.</td>
<td>4% of the maximum pay-point of the Nurse 2 classification.</td>
</tr>
<tr>
<td>Nurse 2-8 (Registered Nurse), Master’s degree or Doctorate.</td>
<td>5% of the maximum pay point of the Nurse 2 classification.</td>
</tr>
</tbody>
</table>

26.2 The allowance will be paid fortnightly and will:

(a) be paid to a part-time employee on a pro rata basis based upon their agreed hours;

(b) be paid during approved periods of paid leave (e.g. personal leave, recreation leave, long service leave, emergency leave, parental leave and compassionate leave.);

(c) be recognised for superannuation purposes;

(d) not be included in calculation of overtime or penalty rates;
Northern Territory Public Sector Nurses and Midwives’ 2014–2017 Enterprise Agreement

27. Exemplary Practice Allowance

27.1 Exemplary Practice (EP) is a status awarded by the department for sustained exemplary nursing performance in the clinical setting.

27.2 Exemplary Practice is recognised through the payment of an allowance that rewards employees in non-promotional positions who engage in additional exemplary activities within the workplace.

27.3 After approval, and subject to maintaining exemplary practice, an employee’s Exemplary Practice status will be recognised for a period of three years before the employee must be reassessed.

27.4 There is one level of Exemplary Practice for Nurse 1 (Enrolled Nurse) (Nurse 1 EP 1) and two levels of Exemplary Practice for Nurse 2 (Registered Nurses) (Nurse 2 EP 1 and EP2).

27.5 The Exemplary Practice Scheme will apply to employees, excluding casuals, employed as Nurse 1 or Nurse 2 by the department.

27.6 An employee must meet the requirements specified in the Exemplary Practice Handbook: Application Process Guidelines to be eligible to apply for assessment.

27.7 The Exemplary Practice Allowance will be paid to successful applicants for a period of three years, subject to their maintaining exemplary practice requirements.

27.8 An employee may make an application for Exemplary Practice status at any time and there is no limit to the number of times an employee may re-apply for assessment.

27.9 To ensure the continuation of the allowance, an employee must re-apply for Exemplary Practice assessment prior to the three year termination date.

27.10 The Exemplary Practice Allowance will be paid at the following rates:

(e) be paid only once to an employee irrespective of how many post graduate qualifications the employee holds;

(f) not be paid during periods where the employee performs Higher Duties outside of the relevant work area; and

(g) not be paid during leave without pay or during periods of leave which have not authorised.
<table>
<thead>
<tr>
<th>Classification</th>
<th>Category of Exemplary Practice Allowance</th>
<th>Rate per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nurse 1</td>
<td>EP 1</td>
<td>6% of the fourth salary point of the Nurse 1 classification</td>
</tr>
<tr>
<td>Nurse 2</td>
<td>EP 1</td>
<td>6% of the fourth salary point of the Nurse 2 classification</td>
</tr>
<tr>
<td>Nurse 2</td>
<td>EP 2</td>
<td>13% of the fourth salary point of the Nurse 2 classification</td>
</tr>
</tbody>
</table>

27.11 The allowance is paid on a fortnightly basis and will:

(a) be paid to a part-time employee on a pro rata basis for their agreed hours;

(b) be paid during approved periods of paid leave (e.g. personal leave, recreation leave, long service leave, emergency leave, parental leave and compassionate leave.);

(c) be recognised for superannuation purposes;

(d) not be included in calculation of overtime or penalty rates;

(e) not be paid during periods of Higher Duties;

(f) not be paid during leave without pay or leave not authorised.

27.12 The Exemplary Practice Allowances for Nurse 2 EP 1 and EP 2 will not be paid concurrently.

28. Shift Responsibility Allowance

28.1 Where a senior nurse (Nurse 3 to Nurse 6) is not rostered to be in charge of a hospital ward, a higher duties allowance will be paid for the whole shift to a Nurse 2
who undertakes shift management responsibility for that ward for a period greater than five hours.

28.2 This higher duties allowance will be:

(a) paid to reflect the partial management responsibilities undertaken by the Nurse 2; and

(b) paid at the salary rate of a Nurse 3; and

(c) paid in conjunction with any appropriate shift penalties, which will be paid at the Nurse 3 salary rate.

29. Uniform Allowance

An employee who is not provided with a uniform will be paid an allowance at the rates specified in the table below from the beginning of the first pay period commencing on or after the dates specified.

<table>
<thead>
<tr>
<th>Commencement date of the agreement</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 August 2015 (3%)</td>
<td>449</td>
</tr>
<tr>
<td>9 August 2016(3%)</td>
<td>462</td>
</tr>
</tbody>
</table>

30. Laundry Allowance - Omitted

[This was moved to Schedule 4 in the 2011-2014 Agreement]

31. Nursing Resource Consultant Review Allowance - Omitted

[This has been deleted because the review was completed during the 2008-2011 Union Collective Agreement]

32. On-call Allowance

32.1 From the commencement of this Agreement on-call allowance will be paid at $2.98 per hour with a night rate of $47.60 and a day/night rate of $71.50.
32.2 The rates specified in clause 32.1 will apply on week days, weekends and public holidays and on those occasions in which employees are required to be available for on-call.

32.3 The night rate payment covers on call between shifts, which may either be a day or night.

32.4 The day/night rate payment is for a 24-hour period covering day and night.

32.5 Katherine and Gove District Hospital operating theatre nurses will be paid the following rates for every hour in which they are required to be available for immediate return to work:

(a) Monday to Friday at $3.70 per hour;

(b) Midnight Friday to midnight Sunday and public holidays at per hour $4.76.

32.6 These amounts will be adjusted from 1 January each year by the Darwin Consumer Price Index based on the September quarter for the previous year. Refer to Schedule 4.

**Division 2 – Hours of work, Overtime, Shift Penalties and Restrictive Duty**

33. Hours of Work

*(Please also refer to Clause 3 of Schedule 1.)*

**Span of Hours**

33.1 Where a Schedule to this Agreement has a span of hours narrower than 6:00 am to 6:00 pm, the span of hours will be 6:00 am to 6:00 pm.

**Minimum break between shifts**

33.2 As far as practicable employees will have nine and one half consecutive hours off duty between the cessation of one shift and the commencement of another.

**Tea Break**

33.3 The parties agree to continue with the existing flexible tea break arrangements subject to the operational needs of the work unit.

34. Overtime

*(Refer also to Clause 6 of Schedule 2.)*
General Principles

34.1 It is recognised that the need for employees to work reasonable additional hours, including overtime, is an inherent operational requirement for the delivery of an efficient and effective health service in the Northern Territory.

34.2 At the same time, employees should be able to achieve a balance between their working and personal lives. Although employees may be required to work reasonable overtime, to minimise unreasonable levels of overtime, the department will strive to achieve balance between the operational requirements of the health service and employees’ availability and capacity to perform the extra duty.

34.3 Subject to clause 34.4, an employee will be liable to be called for duty at any time that he or she is required. Overtime is worked by prior direction or, if circumstances do not permit prior direction, is subsequently approved in writing.

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

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

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

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

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

(e) the needs of the department or work unit;

(f) whether the employee is entitled to receive overtime payments, time off in lieu or

(g) other compensation for, or a level of remuneration that reflects an expectation of working additional hours;

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

(i) the nature of the employee’s role, and the level of responsibility;

(j) whether the additional hours are in accordance with an averaging arrangement agreed to by the CEO and the employee;
any other relevant fact.

34.5 Managers and supervisors will take reasonable action to ensure employees are provided with as much notice as possible where scheduled overtime needs to be deferred or cancelled, taking into account the circumstances prevailing in the workplace.

34.6 The department undertakes to provide assistance to managers and supervisors in adhering to appropriate overtime rostering and scheduling practices.

**Monitoring and Consultation**

34.7 The department will

(a) monitor and report on general nursing overtime levels to employees and their representatives through the Australian Nursing and Midwifery Federation/Department of Health Consultative Committee; and

(b) specifically monitor Nurse 6 hours of work and if they are found to be working excessive and unreasonable levels of additional work the department will:

(c) explore options for addressing the excessive hours; and

(d) these options could include:

34.8 a reallocation of duties in the case of excessive hours being worked by an individual Nurse 6; or

34.9 a request to the commissioner to compensate the employee or employees for the additional hours worked; or

34.10 some other appropriate intervention.

**Payment**

34.11 The rate of payment for overtime will be:

(a) Monday to Saturday at the rate of time and a half for the first three hours and double time thereafter;

(b) Sunday at the rate of double time; and

(c) Public Holidays at the rate of time and a half during normal rostered hours and double time and half outside of normal rostered hours.

34.12 The payment of overtime does not apply to a Nurse 6 and above.
Time off in lieu of overtime

34.13 An employee who wishes to take time off in lieu of payment for overtime will make a written request to the CEO for that purpose.

34.14 Where time off in lieu is granted, it will be taken:

(a) at the ordinary time rate, that is one hour for each hour worked; and
(b) at a time or times agreed between the CEO and the employee.

34.15 Time off in lieu must be utilised within eight months from the original date of entitlement and if it is not taken within this period, the employee will, subject to clause 34.16, receive payment at the appropriate overtime rates calculated in accordance with the employee's salary at the time of actual payment.

34.16 Where an employee who is to receive payment under clause 34.15 is promoted beyond the salary barrier prescribed under clause 34.12 payment will be made at the salary rate of the employee immediately prior to the employee's actual promotion.

34.17 The maximum amount of time off in lieu which can be accrued is 40 hours.

34.18 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 34.11(b).

Rest Relief in conjunction with Overtime

34.19 Employees who work so much overtime between the termination of their ordinary duty on one day and the commencement of their ordinary duty on the next day so that they have not had at least nine consecutive hours off duty between those times, will, subject to this clause, be released after completion of such overtime until they have had nine consecutive hours off duty without loss of pay for ordinary working time occurring during such absences including reasonable travelling time to cover time taken in travelling from and to their places of employment.

34.20 Provided that if such employees are required by the department to resume or continue work without having had nine consecutive hours off duty including reasonable travelling time, they will be paid at double rate until they are released from duty for that period and they will be entitled to be absent until they have had nine consecutive hours off duty including reasonable travelling time, without loss of pay for ordinary time occurring during that absence.
34.21 The provisions of clause 34.3 of this Agreement will not apply to overtime worked in the circumstances covered by clause 4, Emergency duty, of Schedule 2 of this Agreement, unless the actual time worked is at least three hours on each call.

35. Shift Penalties

35.1 The shift work provisions of this Agreement will not apply to Nurse 6 and above.

35.2 The following shift penalty arrangements will apply to an employee employed under this Agreement:

**Afternoon**

(a) a penalty rate of 15% will be paid for ordinary time duty shifts between midnight Sunday and midnight Friday on a shift commencing at or after 12 noon and ceasing after 6.00 p.m.

**Night**

(b) a penalty rate of 22.5% will be paid to an employee whose ordinary time duty shift commences between the hours of 6 pm on one day and 1 am of the following day;

**Saturday**

(c) a penalty rate of 50% will be paid for ordinary time duty shifts worked between midnight Friday and midnight Saturday;

**Sunday**

(d) a penalty rate of 100% will be paid for ordinary time duty shifts worked between midnight Saturday and midnight Sunday.

35.3 The prescribed penalty will be paid to all employees, part-time employees and casual employees.

35.4 Additional payment for rostered time of ordinary duty, as provided by this clause will be made in respect of any such duty which an employee would have performed had he or she not been on approved recreational leave.

36. Restrictive Duty

*(Refer also to Clause 5 of Schedule 2.)*

36.1 Unless otherwise approved by the commissioner, an employee in a classification at or above Nurse 6 level is not eligible to receive payment.
36.2 It is acknowledged that under normal circumstances the provisions of this clause and Schedule 2 will apply to restrictive duties, but that agreed variations to these arrangements can be made on a case-by-case basis. Agreed variations may be implemented during the term of the Agreement through a commissioner’s Determination or another appropriate instrument.

36.3 It is recognised that the need for employees to work restrictive duty is an inherent operational requirement for the delivery of an efficient and effective out-of-hours health service to Northern Territorians. At the same time, employees should be able to achieve a balance between their working and personal life.

36.4 Although an employee may be required to work restrictive duty, to minimise unreasonable levels the department will strive to achieve balance between the operational requirements of the health service and an employee's availability and capacity to perform the restrictive duty. The following principles apply to managers and Nurses when determining restrictive duty arrangements:

(a) wherever possible managers should plan the restrictive duty roster to ensure restrictive duty is equitably distributed across all staff;

(b) the personal circumstances of an employee will be taken into account when determining their participation on the restrictive duty roster;

(c) the employee's roster and any overtime worked is to be considered when determining their participation on the restrictive duty roster;

(d) the frequency of employee participation and call-backs is to be recorded to assist in planning the restrictive duty roster;

(e) consideration is to be given to the intensity of the work to be carried out when determining an acceptable frequency of restrictive duty;

(f) as a guide, the department will strive to ensure employees are not rostered on-call for more than five consecutive days;

(g) managers should consult with employees as to any onerous restrictive duties that are required in order to provide relief in such situations.

36.5 An employee concerned with the amount and frequency of their participation in the restrictive duty roster should raise the matter with their manager in the first instance. If unable to be resolved at this level the employee(s) or nominated representative may seek the assistance of the department human resource/industrial relations Section in resolving the matter.
Division 3 – General Employment Arrangements

37. Nursing Hours per Patient Day

37.1 Nursing Hours per Patient Day (NHpPD) is a management tool which provides flexibility of staff to meet the variable demand for patient care whilst ensuring minimum safe staffing.

37.2 The parties agree to continue the cooperative approach towards monitoring the NHpPD staffing model.

38. Nursing and Midwifery Education and Training Reform

The parties agree to implement agreed outcomes arising from the Review conducted under the previous Agreement over the life of this Agreement.

39. ‘Cashing up’ of Airfares on a Common Date

39.1 Leave airfare allowance will be paid to an eligible employee on the first pay day on or after 1 May of each year. Under these arrangements an employee’s accrual date remains the same, subject to deferral resulting from any leave without pay taken by the employee.

39.2 An employee may request in writing to receive payment of an accrued leave airfare allowance prior to the common payment date.

39.3 An employee may request in writing that payment of the leave airfare allowance be deferred for the purposes of utilising kilometre allowance and travelling time. Such request must be given two months prior to the common payment date.

39.4 Once payment has been made, there is no provision for an employee to repay monies in order to utilise kilometre allowance or travelling time.

40. Recovery of Overpayments on Cessation of Employment

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

40.2 The department is permitted to deduct relocation costs in certain circumstances.

40.3 The CEO may authorise a deduction from an employee’s final salary payment to recover relocation expenses associated with the recruitment of the employee; and:
(a) the employee is a temporary employee and the employee terminates their contract of employment before the expiry of the contract; or

(b) the employee is an ongoing employee and the employee terminates their contract of employment within 12 months of the start of the employee’s employment.

40.4 Relocation expenses are expenses covered by By-law 27, Relocation Expenses – Appointment or Transfer.

40.5 This clause will not apply in those circumstances in which:

(a) the CEO and the employee mutually agree to terminate the contract of employment; or

(b) the CEO decides that special circumstances apply.

41. Superannuation

41.1 The subject of superannuation is dealt with extensively by Commonwealth legislation, which governs the superannuation rights and obligations of the Parties.

41.2 The commissioner must make superannuation contributions on behalf of an employee in order to satisfy the Superannuation Guarantee requirements of the governing legislation.

41.3 The Commonwealth Superannuation Scheme (CSS), Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) and Northern Territory Supplementary Superannuation Scheme (NTSS) 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: the CSS was closed to new members from 1 October 1986 and NTGPASS was closed to new members from 10 August 1999. Employees employed before these dates may be members of the CSS, NTGPASS and NTSS schemes)

41.4 Employees who commenced after 10 August 1999 can choose a complying superannuation fund to receive contributions on their behalf.

41.5 Employees who do not nominate a superannuation fund will become members of the current default superannuation fund.

42. Salary Sacrifice

42.1 Salary Sacrifice for employer Superannuation
Under this Agreement an employee may choose to sacrifice salary for employer superannuation contributions into a compliant 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 will apply:

(a) an employee who currently contributes to the CSS is not able to salary sacrifice into that scheme, but can salary sacrifice into a complying superannuation fund;

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

(c) an employee who currently has his or her employer superannuation guarantee contributions paid to a ‘Fund of Choice’ (employed after 10 August 1999) may salary sacrifice into that ‘Fund of Choice’ or 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, will be assessed against the Commonwealth concessional contribution cap relevant to their age. Contributions that exceed the cap will be taxed at the highest marginal tax rate plus Medicare levy.

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

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

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

42.2 Salary Sacrifice Packaging

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

Northern Territory Public Sector Nurses and Midwives’ 2014–2017 Enterprise Agreement
(a) the arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;

(b) an employee employed on a fixed period basis for less than 12 months may only have access to salary sacrifice packaging with the approval of the CEO;

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

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

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

(f) an employee will provide evidence of having obtained or waived his or her right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

43. Fringe Benefits Provisions in Relation to Non-Hospital-based Employees – Omitted

[deleted in previous agreement]

44. Fringe Benefits Provisions in Relation to Remote Rental Accommodation - Omitted

[deleted in previous agreement]

45. Part-Time Employment

45.1 Part-time employment arrangements for employees are those outlined in Determination Number 9 of 2012 and this clause.

45.2 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.

45.3 At the time of engagement, or of conversion from full-time employment, the employer and the employee will agree in writing 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.

45.4 Changes to a part-time employee’s agreed hours originally established under clause 45.3 may be made by mutual agreement between the department and the employee and recorded in writing.

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45.5 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.

45.6 Subject to clause 34.4, an employee will be liable to be called for duty at any time that he or she is required. Part-time employees will not work more than 64 hours per fortnight unless operational needs apply.

45.7 Overtime will only be paid for work performed:

(a) outside the normal span of hours as specified in clause 33.1, except where the employee is a shift worker; or

(b) in excess of any daily maximum hours specified in a clause 6.1(b) ii of Schedule 2 to this Agreement; or

(c) as restrictive duty or emergency duty as defined in the clauses 4 and 5 of Schedule 2; or

(d) after working in excess of 64 hours per fortnight.

45.8 Changes to the part-time hours worked made in accordance with clause 45.3 will not break the period of continuous part-time employment for the purposes of clause Error! Reference source not found.

45.9 Part-time employees will receive any entitlements under this Agreement on a pro-rata basis based on her or his agreed hours.

46. Casual Employment

46.1 The casual loading for employees engaged in the NTPS is 20%, which is in compensation for not being entitled to personal leave and recreation leave.

46.2 The casual loading in clause 46.1 will not be used to increase the hourly rate for the payment of overtime or shift penalties.

47. Security of Employment

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

47.2 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.

48. **Individual Flexible Working Arrangements**

48.1 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 (including Schedules) if the arrangement:

(a) deals with one or more of the following matters to this Agreement:
   
   (i) hours of work, including rostered days off and restrictive duty;
   
   (ii) payment for overtime taken as pay or time off in lieu of payment;
   
   (iii) commuted salaries or allowances;

(b) meets the operational needs of the department;

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

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

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

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

48.2 Arrangements are to be in writing and:

(a) be signed by the CEO and employee and if the employee is under 18 years of age, signed by parent or guardian of the employee;

(b) include details of:
   
   i. the terms of the agreement that will be varied by the arrangement;

   ii. how the arrangement will vary the effect of the terms; and

   iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

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

48.3 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.

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

48.5 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 of the arrangement; or

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

48.6 Where an individual flexibility arrangement has been terminated under clause 48.5 the CEO shall inform the Commissioner in writing within 7 days of the termination date. An employee may choose to be represented by his or her nominated representative in relation to the development and implementation of individual flexible arrangements under this clause.

49. Variation to Working Arrangements for Groups of employees

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

(a) hours of work, including rostered days off, or restricted duties;

(b) commuted salaries or allowances;

(c) meal breaks and

(d) leave.

49.2 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 and/or review the agreement; and

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

49.4 The union will be consulted on proposed arrangements prior to the approval of the commissioner.

**Division 4 – Remote Locality Employment Conditions**

**50. Electricity Subsidy for employees in Remote Localities**

50.1 An electricity subsidy will apply to employees stationed in remote localities as defined in Determination 2 of 2003 (as amended), by way of the following:

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

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

   (i) has recognised dependents, being an employee’s spouse or defacto spouse, 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.

50.2 The electricity subsidy will be paid fortnightly in addition to salary and will count as salary for the purpose of taxation and superannuation.
50.3 The electricity subsidy will not be paid during periods of leave without pay which do not count as service.

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

50.5 Only one subsidy is payable per dwelling.

50.6 The electricity subsidy will be adjusted in January each year in accordance with the Darwin Consumer Price Index for the September quarter of the preceding year and as determined in commissioner’s Determination number 1 of each year.

50.7 The table below sets out the rates for electricity subsidy effective from the commencement of the Agreement:

<table>
<thead>
<tr>
<th>Remote Category</th>
<th>Locality employee single rate</th>
<th>employee with dependent or after hours rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Category</td>
<td>$663 per annum</td>
<td>$830 per annum</td>
</tr>
<tr>
<td>Category 1</td>
<td>$1,325 per annum</td>
<td>$1,658 per annum</td>
</tr>
<tr>
<td>Category 2</td>
<td>$1,989 per annum</td>
<td>$2,487 per annum</td>
</tr>
<tr>
<td>Category 3</td>
<td>$2,652 per annum</td>
<td>$3,315 per annum</td>
</tr>
</tbody>
</table>

51. Remote Rental Concession

Remote Nurses residing in remote departmental accommodation in all remote localities as defined in Determination 2 of 2003 (as amended) will receive a 100% rental concession.

52. Remote Access to Satellite Television/Satellite Internet Services

52.1 An employee stationed in a remote locality may apply to receive a payment of up to $500 to offset the costs associated with the installation and initial subscription towards a satellite based pay television or internet service.

52.2 An employee is eligible to receive a second payment within a 12 month period after receiving the first payment if the employee voluntarily transfers or is promoted to another remote locality.

52.3 An employee is eligible to receive subsequent payments where the employee is transferred at the direction of the department to one or more remote localities.

52.4 The employee will be responsible for the ongoing subscription charges associated with the service.
53. Relocation Expenses: Gove District Hospital

53.1 The department will provide reasonable relocation expenses to Darwin for employees employed on an ongoing basis and who resign or retire from employment at Gove District Hospital.

53.2 These expenses will be paid:

(a) after the completion of seven years continuous service at Gove District hospital; and

(b) will be in accordance with the terms of the Northern Territory Government’s Removalist Contract and the department’s policies and procedures in relation to removal expenses.

54. Commuted Overtime Allowance for Remote Areas

The CEO and the majority of employees in a remote locality may agree to commute overtime to an allowance which will not count for superannuation, and arrangements will be implemented through meeting the requirements under clause 49 Variation to Working Arrangements of Groups of employees.

Division 4 – Leave entitlements

55. Parental Leave

55.1 Relationship with By-laws, National Employment Standards and other instruments

(a) The provisions of this clause set out all entitlements in relation to parental leave, and replace all By-law provisions relating to maternity, paternity/partner, and adoption leave.

(b) The provisions of this clause are 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.

55.2 Definitions

For the purpose of this clause:

(a) “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.

(b) “day of placement” in relation to the adoption of a child 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.

(c) “de facto partner” means a person who lives with the Employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the Employee.

(d) “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:

(e) “Employee Couple” means a couple who are accessing the benefits of clause 55.8(a) both of whom are NTPS employees and have completed a minimum of 12 months continuous service.

(f) “medical certificate” means a certificate signed by a medical practitioner.

(g) “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.

(h) “parental leave” means any of the types of leave stated in clause 55.3(a)

(i) “primary care-giver” means an Employee who has primary responsibility for the care of a child.

(j) “spouse” includes a de facto partner, former spouse or former de facto spouse.

55.3 Types of Parental Leave

(a) Subject to an Employee satisfying any specified qualifying requirements, the types of parental leave available under this clause are summarised in the following table:
<table>
<thead>
<tr>
<th>Clause</th>
<th>Type of leave and applicable qualifying service requirements</th>
<th>Paid leave</th>
<th>Unpaid leave</th>
<th>Total paid and unpaid leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>55.4(a)(i)</td>
<td>Ordinary maternity – (primary care-giver) up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)</td>
<td>-</td>
<td>52 weeks</td>
<td>52 weeks (1 year)</td>
</tr>
<tr>
<td>55.4(a)(ii)/55.9(a)</td>
<td>Ordinary maternity – (primary care-giver) – up to 36 months (at least 1 and less than 5 years continuous service)</td>
<td>14 weeks (or 28 weeks at half pay)</td>
<td>142 weeks</td>
<td>156 weeks (3 years)</td>
</tr>
<tr>
<td>55.4(a)(ii)/55.9(a)</td>
<td>Ordinary maternity (primary care-giver) – up to 36 months - (at least 5 years continuous service)</td>
<td>18 weeks (or 36 weeks at half pay)</td>
<td>138 weeks</td>
<td>156 weeks (3 years)</td>
</tr>
<tr>
<td>55.5(a)(i)/55.5(d)/55.5(b)</td>
<td>Special maternity - pregnancy related illness - unfit for work – unpaid (No minimum service requirement, includes eligible casual)</td>
<td>-</td>
<td>As stated in medical certificate up to maximum 52 weeks</td>
<td>As stated in medical certificate up to maximum 52 weeks</td>
</tr>
<tr>
<td>55.5(a)(ii)/55.5(e)(i)/55.5(e)(ii)/55.5(b)</td>
<td>Special maternity - end of pregnancy - unfit for work – unpaid (No minimum service requirement, includes eligible casual)</td>
<td>-</td>
<td>As stated in medical certificate, up to maximum 52 weeks</td>
<td>As stated in medical certificate, up to maximum 52 weeks</td>
</tr>
<tr>
<td>55.5(a)(ii)/55.5(e)(iii) /55.5(b)/55.9(a)</td>
<td>Special maternity – end of pregnancy – unfit for work - (at least 1 and less than 5 years continuous service)</td>
<td>As stated in medical certificate, up to maximum 14 weeks (or 28 weeks at half pay)</td>
<td>As stated in medical certificate, up to maximum 38 weeks</td>
<td>As stated in medical certificate, up to maximum 52 weeks</td>
</tr>
<tr>
<td>55.5(b)/55.5(e)(iv)/55.5(b)/54.7(b)/55.8(b)(vii)</td>
<td>Special maternity – end of pregnancy – unfit for work - ( at least 5 years continuous service)</td>
<td>As stated in medical certificate, up to maximum 18 weeks (or 36 weeks at half pay)</td>
<td>As stated in medical certificate, up to maximum 34 weeks</td>
<td>As stated in medical certificate, up to maximum 52 weeks</td>
</tr>
<tr>
<td>Clause</td>
<td>Type of leave and applicable qualifying service requirements</td>
<td>Paid leave</td>
<td>Unpaid leave</td>
<td>Total paid and unpaid leave</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------------------------------------------------------</td>
<td>------------</td>
<td>--------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>55.6(a)(i)</td>
<td>Paternity/partner leave taken at time of birth – up to 8 weeks – unpaid (less than 12 months continuous service, or eligible casual)</td>
<td>-</td>
<td>8 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>55.6(a)(ii)/55.9(a)</td>
<td>Paternity/partner leave taken at time of birth – up to 8 weeks (at least 1 and less than 5 years continuous service)</td>
<td>1 week (or 2 weeks at half pay)</td>
<td>7 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>55.6(a)(iii)/55.9(a)</td>
<td>Paternity/partner leave taken at time of birth – up to 8 weeks (at least 5 years continuous service)</td>
<td>2 weeks (or 4 weeks at half pay)</td>
<td>6 week</td>
<td>8 weeks</td>
</tr>
<tr>
<td>55.6(b)(i)</td>
<td>Paternity/partner (primary care-giver) – up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)</td>
<td>-</td>
<td>52 weeks</td>
<td>52 weeks (1 year)</td>
</tr>
<tr>
<td>55.6(b)(ii)</td>
<td>Paternity/partner (primary care-giver) – up to 36 months – unpaid (at least 12 months continuous service)</td>
<td>-</td>
<td>156 weeks</td>
<td>156 weeks (3 years)</td>
</tr>
<tr>
<td>55.7(a)</td>
<td>Pre-adoption to attend interviews prior to adoption (No minimum service requirements, includes eligible casual and casual employees)</td>
<td>-</td>
<td>2 days</td>
<td>2 days</td>
</tr>
<tr>
<td>55.7(b)(i)</td>
<td>Adoption (primary care-giver upon initial placement of child) – up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)</td>
<td>-</td>
<td>52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>55.7(b)(ii)/55.8(b)(vii)</td>
<td>Adoption (primary care-giver upon initial</td>
<td>14 weeks (or 28</td>
<td>142 weeks</td>
<td>156 weeks (3 years)</td>
</tr>
<tr>
<td>Clause</td>
<td>Type of leave and applicable qualifying service requirements</td>
<td>Paid leave</td>
<td>Unpaid leave</td>
<td>Total paid and unpaid leave</td>
</tr>
<tr>
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<tr>
<td></td>
<td>placement of child) – up to 36 months (at least 1 and less than 5 years continuous service)</td>
<td>weeks at half pay</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55.7(b)(iii)/55.9(a)</td>
<td>Adoption (primary care-giver upon initial placement of child) – up to 36 months (at least 5 years continuous service)</td>
<td>18 weeks (or 36 weeks at half pay)</td>
<td>138 weeks</td>
<td>156 weeks (3 years)</td>
</tr>
<tr>
<td>55.7(c)(i)</td>
<td>Adoption (partner) – up to 8 weeks taken at time of initial placement – (less than 12 months continuous service, or eligible casual)</td>
<td>-</td>
<td>8 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>55.7(c)(ii)/55.9(a)</td>
<td>Adoption (partner) – up to 8 weeks taken at time of initial placement – (at least 1 year and less than 5 years continuous service)</td>
<td>1 week (or 2 weeks at half pay)</td>
<td>7 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>55.7(c)(iii)/55.9(a)</td>
<td>Adoption (partner) – up to 8 weeks taken at time of initial placement – (at least 5 years continuous service)</td>
<td>2 weeks (or 4 weeks at half pay)</td>
<td>6 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>55.7(d)(i)</td>
<td>Adoption (partner)(primary care-giver) – up to 52 weeks – (less than 12 months continuous service, or eligible casual)</td>
<td>-</td>
<td>52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>55.7(d)(ii)</td>
<td>Adoption (partner)(primary care-giver) – up to 36 months (at least 12 months service)</td>
<td>-</td>
<td>156 weeks</td>
<td>156 weeks (3 years)</td>
</tr>
</tbody>
</table>

(b) Except where otherwise stated in this clause:

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(i) parental leave is to be available to only one parent at a time in a single unbroken period;

(ii) where an Employee and his or her spouse alternate as the primary care-giver:

A. the stated maximum period of parental leave available to the Employee will be reduced by any period of parental leave taken by the Employee’s spouse, so that the combined total of parental leave taken by the Employee and his or her spouse does not exceed the stated maximum period;

B. the first interchange may be made at any time and subsequent interchanges will be for a period of at least 12 months, unless otherwise approved by the CEO; and

C. only one Employee is entitled to access paid parental leave under this clause.

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

(d) With the exception of eligible casual Employees, as set out in sub-clause (d) and clauses 55.4(m) and 55.7(a)(i), this clause does not apply to Employees engaged on a casual basis.

(e) Eligible casual Employees, as defined in sub-clause (d) are only entitled to access:

(i) the unpaid parental leave entitlements set out in sub-clauses 55.4(a)(i) 55.5(a), 55.5(e)(i), 55.5(e)(ii), 55.6(a)(i), 55.6(b)(i), 55.7(a), 55.7(b)(i), 55.7(c)(i) and 55.7(d)(i); and

(ii) the paid no safe job leave entitlements in sub-clause 55.4(j)(i).

55.4 Ordinary Maternity Leave

(a) Subject to the requirements of this clause, a pregnant Employee may access any one of the following ordinary maternity leave entitlements:

(i) up to 52 weeks unpaid leave, where the Employee has less than 12 months continuous service, or an eligible casual employee, at the time of commencing leave;
(ii) up to three years leave, with the first 14 weeks to be paid, provided the Employee has completed at least one and less than five years continuous service at the time of commencing leave; or

(iii) up to three years leave, with the first 18 weeks to be paid, provided the Employee has completed five or more years continuous service at the time of commencing leave.

(b) Where an Employee’s qualifying period of 12 months continuous service referred to in clause 55.4(a)(ii) ends within 14 weeks of the date on which the Employee commenced ordinary maternity leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.

(c) Where an Employee’s qualifying period of five years continuous service referred to in clause 55.4(a)(i) ends within 18 weeks of the date on which the Employee commenced ordinary maternity leave, the first 14 weeks will be paid and any additional paid leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.

(d) To be entitled to ordinary maternity leave, an Employee must give her CEO the following notice and evidence:

(i) not less than 10 weeks before the expected date of the birth, a medical certificate stating the expected date of birth;

(ii) not less than four weeks before the intended date of commencement of leave, written notice of the date on which the Employee intends to commence leave and the period of leave to be taken, along with a statutory declaration stating that the Employee intends to be the child’s primary care-giver at all times whilst on leave; and

(iii) as soon as is practicable, a copy of the child’s birth certificate.

(e) The Employee will not be in breach of clause 55.4(d) if the failure to give the required notification and evidence is because of the birth occurring earlier than expected or any other compelling circumstance.

(f) An Employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.

(g) 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 she is fit to work on her normal duties.
(h) The CEO may require the Employee to start ordinary maternity leave if the Employee:

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

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

(i) Transfer to a Safe Job

(i) Where a pregnant Employee eligible for ordinary maternity leave under clause 55.4, who has already complied with the requirements of clause 55.4(d), provides the CEO with a medical certificate from a medical practitioner stating that the Employee is fit to work, but illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work during a stated period (the risk period), the CEO must, if reasonably practicable, transfer the Employee to an appropriate safe job with no other change to the Employee’s terms and conditions of employment for the hours that she works during the risk period.

(ii) If the Employee’s pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

(j) No Safe Job Leave

(i) If it is not reasonably practicable to transfer the Employee to an appropriate safe job, the Employee is entitled to take paid no safe job leave for the risk period until the earliest of either:

A. the end of the risk period stated in the medical certificate;

B. the day before the Employee commences ordinary maternity leave; or

C. the day before the end of the pregnancy.

(ii) The Employee is entitled to her base rate of pay for her ordinary hours of work in the risk period.

(k) Where an Employee’s child dies during a period of ordinary maternity 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 55.14 apply.
(l) Subject to notice and evidence requirements set out in clause 55.4(d), where an Employee becomes pregnant whilst on a period of ordinary maternity leave, the employee can elect to commence another period of leave up to the maximum entitlement, in accordance with clauses 55.4(a)(i)(a)(i), 55.4(a)(ii) or 55.4(a)(iii) from the date of the birth of the child resulting from the subsequent pregnancy.

(m) No Safe Job Leave – Casual Employees (other than eligible casual employees) A casual Employee who is pregnant is entitled to be transferred to a safe job as follows:

(i) A casual Employee who has given her CEO a medical certificate from a medical practitioner stating that she is fit for work, but illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work during a stated period (the risk period), the CEO must, if reasonably practicable, transfer the Employee to an appropriate safe job with no other change to the Employee’s terms and conditions of employment for the hours that she works during the risk period. If the Employee’s pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

(ii) If there is no safe job available and the Employee has complied with the evidence requirements of paragraph (a), the Employee is entitled to unpaid no safe job leave for the risk period.

55.5 Special Maternity Leave

(a) In addition to any paid personal leave entitlements available to an Employee, subject to the requirements of this sub-clause, a pregnant Employee, or eligible casual employee, who has not yet commenced ordinary maternity leave is entitled to take special maternity leave where:

(i) She has a pregnancy related illness; or

(ii) She 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) The period of special maternity leave that an Employee is entitled to take is such period as a medical practitioner certifies as necessary, provided that the maximum period of special maternity leave is 52 weeks.

(c) The period of special maternity leave must end before the Employee starts any period of ordinary maternity leave.
(d) Special maternity leave taken by an Employee under clause 55.5(a)(i):

(i) will be unpaid,

(ii) must end before the Employee starts any period of ordinary maternity leave; and

(iii) will not be deducted from the maximum period of ordinary maternity leave that the Employee is entitled to take.

(e) Special maternity leave taken by an Employee under clause 55.5(a)(ii) will be:

(i) unpaid if the pregnancy ended more than 20 weeks before the expected date of the 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 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 the birth, provided the Employee has completed 12 months continuous service at the time of commencing leave.

(iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the Employee has completed five (5) years continuous service at the time of commencing leave.

(f) Where an Employee’s qualifying period of 12 months continuous service referred to in clause 55.5(e)(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.

(g) Where an Employee’s qualifying period of five years continuous service referred to in clause 55.5(e)(iv) ends within 18 weeks of the date on which the Employee commenced leave, the first 14 weeks will be paid and any additional paid leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.

(h) To be entitled to special maternity leave an Employee must as soon as is reasonably practicable, give her Employer a written application stating the date on which the Employee proposes to commence the leave and the period of leave to be taken; and
in the case of special maternity leave taken under clause 55.5(a)(i), 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; and

(ii) in the case of special maternity leave taken under clause 55.5(a)(ii), 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.

55.6 Paternity/Partner Leave

Subject to the requirements of this sub-clause, an Employee may access the following paternity/partner leave entitlements:

(a) Paternity/Partner Leave (includes concurrent leave) – birth of child – leave taken with Employee’s spouse

(i) in the case of an Employee who has not completed 12 months continuous service, or an eligible casual Employee, at the time of commencing his or her leave, up to eight weeks of unpaid paternity/partner leave to be taken within the week starting on the day that the Employee’s spouse begins to give birth, with such leave able to be taken at the same time that the Employee’s spouse is taking paid or unpaid maternity leave;

(ii) in the case of an Employee who has completed at least one year and less than five years continuous service at the time of commencing his or her leave, up to eight weeks leave, including one week paid, to be taken within the week starting on the day that the Employee’s spouse begins to give birth, with such leave able to be taken at the same time that the Employee’s spouse is taking paid or unpaid maternity leave;

(iii) in the case of an Employee who has completed five or more years continuous service at the time of commencing his or her leave, up to eight weeks leave, including two weeks paid leave, to be taken within the week starting on the day that the Employee’s spouse begins to give birth, with such leave able to be taken at the same time that the Employee’s spouse is taking paid or unpaid maternity leave;

(iv) in the case of paternity/partner leave under clause 55.6(a)(i) to 55.6(a)(iii):

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A. Leave is to be taken in the first 12 months from date of birth of the child.

B. Unless the CEO agrees otherwise, leave must start within the week starting on the day that the Employee’s spouse begins to give birth.

C. Leave may be taken in separate periods, but unless the CEO agrees, each period must not be shorter than two (2) weeks.

D. The Employee must give notice to the CEO at least:

1) 10 weeks before starting the leave, unless paragraph 2) below applies.

2) if the leave is to be taken in separate periods, and the leave is not the first of those periods of leave, four weeks before starting the period of leave; or

3) if that is not practicable – as soon as practicable, which may be a time after the leave has started.

(v) Concurrent leave is an exception to the requirement for parental leave to be available to only one parent at a time in a single unbroken period.

(b) Paternity/Partner Leave – Employee is primary care-giver for the duration of the leave

(i) up to 52 weeks unpaid paternity/partner leave where the Employee has less than 12 months continuous service, or eligible casual employee, at the time of commencing leave, and provided that such leave must end within 24 months of the date of the birth of the child;

(ii) up to three years unpaid paternity/partner leave, provided that such leave must end within 36 months of the date of the birth of the child and the Employee has completed 12 months of continuous service at the time of commencing leave;

(iii) To be entitled to paternity/partner leave under 55.6(b)(i)or (ii), an Employee must give the CEO the following notice and evidence:

A. not less than 10 weeks before the intended date of commencement of leave written notice of the dates on which he or she proposes to start and finish the period of paternity/partner leave;
B. a statutory declaration stating the Employee intends to be the child’s primary care-giver at all times while on paternity/partner leave; and

C. as soon as reasonably practicable, a copy of the child’s birth certificate.

(iv) The Employee will not be in breach of paragraph (iii) if the failure to give the required period of notice is because of the birth occurring earlier than expected or any other compelling circumstance.

(c) Where an Employee’s child dies during a period of paternity/partner leave under clause 55.6(b)(i) or (ii) the Employee may continue on leave for 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 55.14(a) apply.

55.7 Adoption Leave

Subject to the requirements of this sub-clause, an Employee may access the following adoption leave entitlements.

(a) Pre-Adoption Leave – To attend interviews or examinations required to obtain the adoption approval

(i) Subject to the notice and evidence requirements set out in paragraph (c) and (d) below, an Employee, eligible casual employee or casual employee, who is adopting a child is entitled to up to two days unpaid leave to attend any interviews or examinations required to obtain the adoption approval.

(ii) The leave may be taken as:

A. a single continuous period of up to two days; or

B. any separate periods to which the Employee and CEO agree.

(iii) Notice and evidence requirements:

A. the notice must be given to the CEO as soon as practicable (which may be a time after the leave has started); and

B. the notice must advice the CEO of the period, or expected period, of the leave.

(iv) An Employee who has given his or her CEO notice of the taking of unpaid pre-adoption leave must, if required by the CEO, provide
(b) Adoption Leave – Employee is nominated as primary care-giver upon initial placement of the child following adoption.

(i) up to 52 weeks unpaid leave where the Employee has less than 12 months continuous service, or eligible casual employee, at the time of commencing leave. Leave may commence at any time in the two weeks before the day of placement and must end within 52 weeks of the day of the placement;

(ii) up to three years leave, with the first 14 weeks to be paid, provided the Employee has completed at least one year and less than five years continuous service at the time of commencing leave. Leave may commence at any time in the two weeks before the day of placement and must end within 36 months of the day of the placement; or

(iii) up to three years leave, with the first 18 weeks to be paid, provided the Employee has completed at least five years continuous service at the time of commencing leave. Leave may commence at any time in the two weeks before the day of placement and must end within 36 months of the day of the placement.

(iv) where an Employee’s qualifying period of 12 months continuous service referred to in paragraph (ii)above ends within 14 weeks of the date on which the Employee commenced adoption leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.

(v) where an Employee’s qualifying period of five years continuous service referred to in paragraph (iii)above ends within 18 weeks of the date on which the Employee commenced adoption leave, the first 14 weeks will be paid leave and any additional leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.

(c) Adoption Partner Leave (includes concurrent leave) – initial placement of child – leave taken with Employee’s spouse.

(i) in the case of an Employee who has not completed 12 months continuous service, or an eligible casual Employee, at the time of commencing leave, up to eight weeks unpaid adoption leave which may commence at any time in the two weeks before the day of
placement, and can be taken at the same time that the Employee’s spouse is taking paid or unpaid adoption leave;

(ii) in the case of an Employee who has completed at least one year and less than five years continuous service at the time of commencing leave, up to eight weeks adoption leave, including one week paid leave, which may commence at any time in the two weeks before the day of placement, and can be taken at the same time that the Employee’s spouse is taking paid or unpaid adoption leave;

(iii) in the case of an Employee who has completed five or more years continuous service at the time of commencing leave, up to eight weeks adoption leave, including two weeks paid leave, which may commence at any time in the two weeks before the day of placement, and can be taken at the same time that the Employee’s spouse is taking paid or unpaid adoption leave.

(iv) In the case of Adoption Partner Leave under paragraphs (c) (i) to (iii) above:

A. Leave is to be taken in the first 12 months from day of placement of the child.

B. Unless the CEO agrees, leave must not start before the day of placement of the child.

C. Leave may be taken in separate periods, but unless the CEO agrees, each period must not be shorter than two weeks.

D. The Employee must give notice to the CEO at least:

1) 10 weeks before starting the leave, unless paragraph 2) below applies;

2) if the leave is to be taken in separate periods of leave, and the leave is not the first of those periods of leave, four weeks before starting the period of leave; or

3) if that is not practicable – as soon as practicable, which may be a time after the leave has started.

E. Concurrent leave is an exception to the requirement for parental leave to be available to only one parent at a time in a single unbroken period.
(d) Adoption (Partner) Leave – Employee is nominated primary care-giver for the duration of the leave

(i) up to 52 weeks unpaid adoption leave, where the Employee has less than 12 months continuous service, or eligible casual employee, at the time of commencing leave, and provided that such leave must end within 24 months of the day of placement of the child;

(ii) up to three years unpaid adoption leave, where the Employee has completed more than 12 months continuous service at the time of commencing leave, and provided that such leave must end within 36 months of the day the placement.

(e) To be entitled to adoption leave under paragraph (b) or (d), an Employee must give the CEO the following notification and evidence:

(i) written notification of the intention to apply for adoption leave as soon as is reasonably practicable after receiving notice of the approval of the placement of the child;

(ii) written application stating the dates on which the Employee proposes to start and finish the period of adoption leave not less than 10 weeks before the first day of the proposed leave in the case of adoption leave taken under paragraphs (b)(i) to (iii) and (d)(i) to (ii):

(iii) before the Employee begins a period of adoption leave:

A. a statement from the adoption Agency stating the day when the placement is expected to start; and

B. a statutory declaration stating that the Employee intends to be the child’s primary care-giver at all times while on adoption leave.

(f) The Employee will not be in breach of paragraph (e) if the failure to give the required period of notice is because the Employee is not given sufficient notice of the expected day of placement to enable compliance, or any other compelling circumstance.

(g) Where an Employee has commenced a period of adoption leave under paragraphs (b) or (d) and the adoption is discontinued for any reason (including the death of the child), the entitlement to adoption leave may continue for 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 (a) apply.
(h) Subject to notice and evidence requirements set out in (e), where an Employee exercising adoption leave under clause 55.7(b)(i) to (iii) adopts another child during the period of leave, the Employee can elect to commence another period of leave, in accordance with clauses 55.7(b)(i), (ii) or (iii), from the day of placement of the child relating to the second adoption.

55.8 Combined Parental Leave

(a) An Employee Couple (as defined in clause 1.1(e)), 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) provision of all applicable notice and evidence requirements under this clause;

(ii) Clause 55.14, where the birth giver may not return to work any less than six weeks after the date of birth of the child.

(iii) the birth giver using a minimum of:

A. six weeks unpaid maternity leave in accordance with clause 55.4(a)(i); or

B. six weeks paid maternity leave in accordance with clause 55.4(a)(ii) or 55.4(a)(iii);

(iv) concurrent leave being used by the Employee Couple for a maximum of eight weeks and in accordance with concurrent leave provisions as set out in clause 55.6(a)(iv);

(v) the balance of the combined leave being used by the member of the Employee Couple who has submitted a statutory declaration in which he or she stated that he or she intends to be the primary caregiver for the total remaining unpaid leave balance;

(vi) a maximum of two interchanges of Employees sharing the combined Parental Leave; and

(vii) where an Employee Couple combine their paid 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 his or her salary for the period of leave.
55.9 Parental Leave at Half Pay

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

(b) Where an Employee applies to extend the period of paid leave under clause (a):

(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) Unless otherwise approved by the CEO under this clause, the maximum period of parental leave will not be extended.

55.10 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) Where an Employee on parental leave accesses other leave entitlements under clause 55.10 the taking of that other paid 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.

55.11 Employment While on Parental Leave

(a) With the exception of ‘keeping in touch days’ under clause 55.11(b)(i) and subject to the CEO’s approval, an Employee on unpaid parental leave may return to duty for any period with the Agency, or another Agency.

(b) Keeping in Touch Days
(i) An Employee may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc) provided that:

A. an Employee will be paid his or her normal salary for the day's (or part day's) work performed for the purpose of a keeping in touch day; or

B. an Employee who performs work under paragraph 55.11(b)(i) during a period of paid parental leave will be paid his or her normal salary for the day's (or part day's) work performed and the CEO will authorise the equivalent period of parental leave to be re-credited.

(ii) After considering all the circumstances, including any duty performed under paragraph(a) the CEO may approve an amount of keeping in touch days in excess of the amount specified in paragraph 55.11(b)(i)

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

(d) Employment under paragraphs (a), 55.11(b) or 55.11(c) will not:

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

(ii) extend the maximum period of parental leave.

55.12 Communication During Parental Leave

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

(i) make information available in relation to; and

(ii) provide an opportunity for the Employee to discuss,

any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

(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 55.14(b).

55.13 Extend Period of Parental Leave

(Note: An Employee who has initially taken three (3) years parental leave is not entitled to extend his or her period of parental leave under this clause)

(a) An Employee who has commenced his or her initial nominated parental leave period under clause 55.4(a), 55.6(b)(i), 55.6(b)(ii), 55.7(b)(i), 55.7(b)(ii), 55.7(b)(iii), 55.7(d)(i) or 55.7(d)(ii) and provided that the initial nominated parental leave period is less than 12 months, may extend at his or her discretion the initial nominated parental leave on one occasion to provide a total of up to 12 months parental leave since commencement of leave, by giving the CEO at least four weeks written notice before the end of the initial leave period.

(b) Where an Employee has accessed his or her right to extend parental leave on one occasion under (a) and the Employee intends to request a further period of parental leave, or where an Employee’s initial nominated parental leave period was 12 months or more (but less than three years) and the Employee intends to request a further period of parental leave, an Employee may request, subject to CEO approval and notice periods set out in paragraph (c) to extend parental leave as follows:

(i) In relation to leave (up to 52 weeks) taken under clause 55.4, 55.6(b)(i), 55.7(b) or 55.7(d):

A. Where an Employee’s extension under paragraph (a) results in the Employee’s total period being less than 12 months, a further extension up to a total of 52 weeks.

B. Where an Employee has completed 52 weeks parental leave, to extend parental leave by up to a further 52 weeks.

C. An Employee cannot extend the period of parental leave beyond 24 months after the date of birth or day of placement of the child.

(ii) In relation to leave (up to three years) taken under clause 55.4, 55.6(b)(ii), (ii)55.7(b)(ii), 55.7(b)(iii) or 55.7(d)(ii):
A. Where an Employee’s extension under paragraph 0 results in the Employee’s total period being less than 12 months – a further extension up to a total of three years.

B. Where an Employee’s subsequent extension in paragraph A above results in the Employee’s total period being less than three years – a further extension up to a total of three years.

C. An Employee cannot extend the period of parental leave beyond three years after the date of birth or day of placement of the child.

(c) An Employee must give the CEO a written request to extend parental leave at least:

(i) four weeks before the end of the nominated period where Employee has been on parental leave for a period up to 52 weeks; or

(ii) 12 weeks where the Employee has been on parental leave for a period in excess of 52 weeks.

(d) Except for paragraph 0, the CEO’s response to an Employee’s request to extend leave under this sub-clause will be in accordance with clause 55.15.

(e) Any additional parental leave granted under this sub-clause will be unpaid.

55.14 Returning to Work After a Period of Parental Leave

(a) An Employee on ordinary maternity leave may not return to work any less than six weeks after the date of birth of the child.

(b) 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 request is not made less than eight weeks prior to the date that the Employee is due to return to work. Responses to requests will be in accordance with clause 55.15(a).

(c) If agreed between CEO and the Employee, an Employee whose period of parental leave has started may reduce the period of parental leave. Responses to requests will be in accordance with clause 55.15.

A written application must be made at least:
(i) four weeks before the Employee’s preferred date of return where the Employee is on parental leave for a period up to 52 weeks; or

(ii) 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.

(d) Unless otherwise provided under this clause, an Employee must give the CEO written notice of the date on which he or she intends to return to work following a period of parental leave as follows:

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

(ii) 12 weeks where the Employee has been on parental leave for a period in excess of 52 weeks.

(e) An Employee returning from a period of up to 24 months’ parental leave is entitled to the position which he or she 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 a safe job under clause 55.4(i) or 55.4(m) 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.

55.15 CEO’s Consideration of Employee’s Request

In relation to an Employee’s request made under clause 55.13(b), 55.14(b) or 55.14(c):

(a) 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:

- excessive cost of accommodating the request;
- that there is no capacity to reorganise work arrangements of other employees to accommodate the request;
- the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;
• that there would be significant loss of efficiency or productivity;
• that there would be a significant negative impact on customer service.

(b) The Employee’s request and the CEO’s decision in respect of the request must be recorded in writing.

55.16 Replacement Employees

(a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred to perform the work of another Employee who is going to take, or is taking 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 Employer 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.

55.17 Effect of Parental Leave on Service

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

(b) Subject to paragraph (d) below, any period of paid parental leave, including paid leave as a result of access to accrued entitlements under clause 55.10(a) will count as service.

(c) Subject to paragraph (e) below, any period of unpaid parental leave will not count as service.

(d) Where any Employee elects to take paid parental leave at half pay in accordance with clause 55.8(b)(vii), only the first 1 week, 2 weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.

(e) With the exception of any period during which the Employee is engaged in outside employment during normal working hours, the first 14 weeks or 18 weeks, whichever is applicable, from commencement of unpaid maternity,
special maternity leave or adoption leave resulting from the application of clauses 55.4(b), 55.4(c), 55.5(f), 55.5(g), 55.7(b)(iv) and 55.7(b)(v) will count as service.

55.18 Superannuation Contributions during Period of Parental Leave

(a) This provision is to provide Employer superannuation contributions benefits to female employees, with 12 months continuous service at the time of commencing parental leave, and who may take unpaid leave during the first six months of their parental leave.

(b) An Employee who is either the birth giver or primary care giver in the case of adoption leave, for the first six months of parental leave will continue to receive Employer superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, for the first six months of parental leave.

(c) The maximum amount of Employer superannuation contributions provided under this sub-clause will be equivalent to the amount of Employer superannuation contributions the Employee would have received had the Employee not been on approved parental leave.

56. Compassionate Leave

56.1 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.

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

56.3 Definitions

For the purposes of this clause:

(a) “child” means birth, an adopted, step, exnuptial or adult child;

(b) “de facto partner” means a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee;

(c) “immediate family” means:

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

(ii) a child, parent, grandparent, grandchild or sibling of a spouse of the employee;

(d) “spouse” includes a former spouse, de facto partner and former de facto partner.

56.4 Subject to clauses 56.5 (Notice) and 56.6 (Documentation), in the event of the death of, or an illness or injury posing a serious threat to the life of an employee’s immediate family or household member:

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

(b) a casual employee is entitled to 2 days of unpaid compassionate leave for each occasion; such leave may be taken as a block of 2 days for each occasion, in broken periods of at least 1 day or as agreed between the employee and the CEO;

56.5 Notice Requirements

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

56.6 Documentation Requirements

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

56.7 In addition to the paid entitlement under clause 56.4, the CEO may grant a period of unpaid compassionate leave once the entitlement to paid leave is exhausted.

57. Personal Leave

57.1 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).

57.2 General

(a) Subject to this clause an employee may take personal leave if the leave is:
(i) because the employee is not fit for work because of a personal illness or personal injury affecting the employee (sick leave); or

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

A. a personal illness or injury of the member; or

B. an unexpected emergency affecting the member (carer’s leave).

57.3 Definitions

For the purpose of this clause:

(a) “child” means birth, an adopted child, stepchild, exnuptial or adult child.

(b) “defacto partner” means a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee.

(c) “immediate family” member means:

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

(ii) a child, parent, grandparent, grandchild or sibling of a spouse of an employee.

(d) “medical certificate” means a certificate signed by a registered health practitioner.

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

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

(g) “spouse” includes a former spouse, a defacto partner or a former defacto partner.

57.4 Paid Personal Leave Entitlement

(a) An ongoing employee is entitled to:

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(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 employee is entitled to:

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

(ii) Up to one week of paid personal leave for each period of 2 months service provided that the total leave does not exceed 3 weeks within the first 12 months of service; and

(iii) three weeks paid personal leave annually on the anniversary of 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 57.4(a) will be taken to have applied from the date of commencement of temporary employment, and the employee’s personal leave record will be adjusted accordingly.

(d) A part time employee will receive paid personal leave on a pro-rata basis in accordance with his or her agreed hours of work.

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

(f) Paid personal leave is cumulative.

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

   (i) leave on account of illness where the absence is without pay and not covered by documentary evidence;

   (ii) unauthorised absence; or

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

57.5 Accessing Paid Personal Leave

(a) Subject to the requirements of clauses 57.7 (Notice) and 57.8 (Documentation), an employee is entitled to access paid personal leave up to a maximum of his or her accrued personal leave entitlement.
(b) An employee may access personal leave without providing documentary evidence, up to a maximum of 5 days or the equivalent number of hours of duty per personal leave year, provided that no more than 3 of those days may be consecutive working days or the equivalent number of hours of duty.

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

57.6 Additional Personal Leave

(a) Subject to the requirements clauses 57.7 (Notice) and 57.8 (Documentation), an employee who has exhausted his or her entitlement to paid personal leave is entitled to access up to 2 days unpaid carer’s leave on each occasion that he or she requires carer’s leave. This may be taken as a single unbroken period of up to 2 days or any separate periods as agreed between the employee and the CEO.

(b) After considering all relevant circumstances, the CEO may grant:

   (i) an amount of unpaid leave in excess of the amount specified in paragraph 57.6(a).

   (ii) additional sick/carer’s leave on half pay, which cannot be converted to full pay; or

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

(c) The provisions of 57.6(a) and 57.6(b)(i) apply to casual employees.

57.7 Notice Requirements

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

57.8 Documentation Requirements

(a) An employee must apply for personal leave in writing 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 57.5(b) to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 57.2(a)(i) (personal leave) an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:

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

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

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

B. the reason for the illness and length of absence.

(c) Subject to clause 57.5(b) to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 57.2(a)(ii) an employee must, as soon as reasonably practicable, provide the CEO with evidence which may include a medical certificate from a Registered Health Practitioner or other relevant documentary evidence stating the condition of the person concerned, or the unexpected emergency, and that the condition/unexpected emergency required the employee’s care or support.

57.9 Personal leave whilst on other forms of leave

(a) Subject to the requirements of parental leave provision and clauses 57.7 (Notice) and 57.8 (Documentation) 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 recreation leave or long service leave had been previously approved on half pay, any personal leave granted in lieu will also be at half pay.

57.10 Medical examination at the direction of the CEO

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

(i) an employee is frequently or continuously absent, or expected to be so, due to illness;
(ii) it is considered that an employee's efficiency may be affected due to illness;

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

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

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

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

(ii) an employee other than one to which sub-paragraph (i) above refers, is deemed to be on duty from the time of the direction until the findings of the examination are known; and

(iii) the grant of sick leave after the date of examination or the employee’s return to duty will be subject to the findings of the medical examination.

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

57.11 The Northern Territory Medical Advisor or the Chief Health Officer may at their discretion, arrange for a further examination by another approved registered health practitioner, private registered health practitioner or specialist and any associated costs will be borne by the referring Agency.

57.12 Infectious disease

Where an employee produces documentary evidence that:

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

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

the CEO may grant:

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(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.

57.13 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.

57.14 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.

58. Recreation Leave

58.1 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.

58.2 Definitions

For the purposes of this clause:

(a) “month” means a calendar month; and

(b) “shift worker” means an employee who works rostered shifts including day shift, evening shift and night shift; and

(c) “week” means 38 hours or five consecutive working days, depending on the context, and

(d) “year” means a calendar year.

58.3 Recreation Leave

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

   (i) four weeks paid recreation leave per year; and

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(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 paragraph (iii) below; and

(iii) an additional weeks 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; and

(b) a rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in 58.3(a)(iii) above.

58.4 Accrual of Leave

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

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

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

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

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

(e) Recreation leave accumulates from year to year.

58.5 Granting of Leave

The CEO may, on application in writing by the employee, grant leave for recreation purposes, subject to the department’s operational requirements. The CEO will not unreasonably refuse to agree to a request by the employee to take recreation leave.

58.6 Public Holidays

Where a public holiday occurs during recreation leave, the Employee is entitled to payment at the same rate as the rate allowed for recreation leave and the period of the public holiday is not deducted from the Employee’s recreation leave entitlement.

58.7 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, and provided that direction is reasonable, direct the employee to take recreation leave and the employee must take that leave within a three month period, or a period agreed between the parties, to reduce the accrued leave balance to the equivalent of two years (or three years in the case of a compulsory transferee) of entitlements.

58.8 Cash-out of Leave

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

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

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

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

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

58.9 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 57 (Personal Leave), the CEO may grant personal leave and authorise the equivalent period of recreation leave to be recredited.

58.10 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.
Recreation Leave at Half Pay

58.11 An employee may apply to utilise one or more weeks of his or her recreation leave at half pay, in order to double the period of leave.

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

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

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

(b) salary and allowances will be paid at 50 per cent of the usual rate, for the entire period of half pay;

(c) a period of recreation leave at half pay does not break continuity of service;

(d) the second half of the period at half pay will not count as service and service based entitlements will be adjusted accordingly.

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

58.13 In accessing recreation leave at half pay, it is not intended that employees be advantaged or disadvantaged in relation to the administration of accrual or payment of entitlements.

59. Recreation Leave Loading

59.1 Recreation leave loading entitlement

(a) In addition to normal salary payment for recreation leave, an employee is entitled to accrue a recreation leave loading on 1 January each year. Subject to sub-clause (b) the amount of the loading will be the lesser of:

(i) seventeen and a half percent of the value of the annual recreation leave accrued over the previous year based on the employee’s salary, including allowances in the nature of salary; or

(ii) a maximum payment the equivalent of the Australian Statistician’s Northern Territory male average weekly total earnings for the September quarter of the previous year.

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(b) In the case of a shift worker who would have been entitled to shift penalties in excess of the maximum payment referred to in paragraph 59.1(a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading will be equivalent to the average shift penalties paid to an employee in the six months preceding the period of recreation leave to be taken.

59.2 Payment of recreation leave loading

(a) An employee who is approved to use at least one week of recreation leave may apply for payment of 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 (b) will be the salary payable had the employee been employed on 1 January of that year.

59.3 Automatic cash-out

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

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

(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; and

(iii) an employee with three or more accrued recreation leave loadings as at 1 January will have two recreation leave loadings automatically paid on the common cash-up date of that year; and

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

(v) recreation leave loadings will continue to be taxed in accordance with current Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.
(b) The automatic payment of recreation leave loadings will not apply to shift workers.

60. Long Service Leave

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

[The provisions deleted from this clause have now been incorporated in By-law 8.]

61. Omitted

[The extended leave scheme has been replaced with advanced notice of leave without pay.]

**Division 5 – Other**

62. Redeployment and Redundancy

62.1 The provisions of Schedule 3 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.

62.2 The National Employment Standard of the FW Act contains minimum entitlements relating to redundancy pay, including in transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:

(a) the second employer recognises the employee’s service with the first employer; or

(b) The Employee rejects an offer of employment made by the second employer that:

(i) is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the Employee’s terms and conditions of employment with the first employer immediately before termination; and

(ii) recognises the Employee’s service with the first employer,

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

Over the term of this Agreement the department will explore options for creating employment opportunities for pupil nurses in consultation with employees and their representatives.
Schedule 1: Nurses (Northern Territory Public Sector) Provisions

1. Recognition of previous experience

1.1 Approved experience will mean such experience in the industry of nursing as is recognised by the CEO for the purposes of this clause.

1.2 An employee will be credited with approved experience for purposes of determining salary on appointment and eligibility for incremental advancement.

1.3 A Nurse 2 employee who has returned to the nursing industry after completing a ‘refresher course’, and who has not worked as a Registered Nurse for five or more years, will not immediately be credited on appointment with ‘approved experience’ for salary purposes.

1.4 However, within their first three months of service they may request the CEO make an assessment of their performance to determine the extent to which they have recovered their former skills and the proportion of their previous experience which should be recognised as ‘approved experience’ for salary purposes.

1.5 employees will be eligible for salary and incremental advancement from the date on which the assessment is made.

2. Enrolled Nurse (Nurse 1) Progression and Accelerated Advancement

2.1 Definitions

(a) Enrolled Nurse means an employee whose training or education is deemed satisfactory for the purposes of enrolment on a register or roll as a nurse other than as a Registered Nurse (as defined), and who is subject to the regulations or by-laws of the Nurses Board of the Northern Territory, and who holds a current practising certificate as such.

(b) employee or employees includes, for the purposes of this clause, the Enrolled Nurse (as defined) unless otherwise stated.

(c) In-service training means the formal or informal work related learning activities undertaken by an employee through opportunities provided by the employing agency, which contribute to an employee’s professional development and efficiency by:

i. the acquisition and updating of skills and knowledge beneficial to effective performance within a team; or

ii. reducing the degree of direct supervision required by the employee; or

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iii. enhancing the breadth or depth of knowledge and skills or both required by an employee in a specific area or range of areas of nursing practice, as the case may be.

(d) Supervision means the oversight, direction, instruction, guidance or support provided to an employee by the Registered Nurse responsible for ensuring such an employee is not placed in situations where they are required to function beyond their preparation and competence. Specifically:

i. Direct supervision means the employee works side by side continuously with a Registered Nurse responsible for observing and directing his or her activities in circumstances where, in the judgement of the Registered Nurse, such an arrangement is warranted in the interests of safe or effective practice;

ii. Indirect supervision means such other supervision provided to an employee assuming responsibility for functions delegated by a Registered Nurse in circumstances where, in the judgement of the Registered Nurse accountable for such delegation, direct supervision of the employee is not required.

(e) Pay point Y1 means the pay point to which an employee will be appointed, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

i. Training and experience

1. the satisfactory completion of a hospital based course of training in nursing of not more than twelve months duration leading to enrolment as an Enrolled Nurse (as defined); or

2. the satisfactory completion of a course of training of twelve months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a State/Territory nurses registration board; or

3. the satisfactory completion of a course of training of twelve months duration in a branch of nursing leading to the possession of a qualification required by the employer in the employee's employment; and practical experience of up to but not more than twelve months in the provision of nursing care or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(f) Skill indicators
ii. The employee has:

1. limited or no practical experience of current situations; and

2. limited discretionary judgement, not yet developed by practical experience.

(g) Pay point Y2 means the pay point to which an employee will be appointed or will progress from pay point Y1, having been assessed as being competent at pay point Y1, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

i. Training and experience

1. the satisfactory completion of a hospital based course of general training in nursing of more than twelve months duration or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an Enrolled Nurse; or

2. in addition to the experience, skill and knowledge requirements specified for pay point Y1(as defined), not more than one further year of practical experience in the provision of nursing care or services; and the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

ii. Skill indicators

1. An employee is required to demonstrate some or all of the following in the performance of his or her work:
   
   a. a developing ability to recognise changes required in nursing activity and in consultation with the Registered Nurse, implement and record such changes, as necessary; or

   b. is able to relate theoretical concepts to practice; or

   c. requires assistance in complex situations and in determining priorities.

(h) Pay point Y3 means the pay point to which an employee will be appointed or progress from pay point Y2, having been assessed as being competent at pay point Y2, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

i. Training and experience
In addition to the experience, skill and knowledge requirements specified for pay point Y2 (as defined), not more than one further year of practical experience in the provision of nursing care or services; and the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

ii. Skill indicators

An employee is required to demonstrate some or all of the following in the performance of his or her work:

1. an ability to organise, practice and complete nursing functions in stable situations with limited direct supervision; or

2. the use of observation and assessment skills to recognise and report deviations from stable conditions; or

3. demonstrated flexibility in the capacity to undertake work across a broad range of nursing activity or competency in a specialised area of practice; or

4. uses communication and interpersonal skills to assist in meeting psychosocial needs of individuals/groups.

(i) Pay point Y4 means the pay point to which an Enrolled Nurse (as defined) will be appointed or progress from pay point Y3, having been assessed as being competent at pay point Y3, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

i. Training and experience

In addition to the experience, skill and knowledge requirements specified for pay point Y3 (as defined), not more than one further year of practical experience in the provision of nursing care or services; and the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

ii. Skill indicators

An employee is required to demonstrate some or all of the following in the performance of his or her work:

1. demonstrable speed and flexibility in accurate decision making; or

2. organises own workload and sets own priorities with minimal direct supervision; or
3. uses observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient or service needs; or

4. uses communication and interpersonal skills to meet psychosocial needs of individuals/groups.

(j) Pay point Y5 means the pay point to which an Enrolled Nurse (as defined) will be appointed or will progress from pay point Y4, having been assessed as being competent at pay point Y4, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge acquired on the basis of:

i. Training and experience

In addition to the experience, skill and knowledge requirements specified for pay point Y4 (as defined), not more than one further year of practical experience in the provision of nursing care or services; and the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

ii. Skill indicators

An employee is required to demonstrate all of the following in the performance of his or her work:

1. contributes information in assisting the Registered Nurse/s with development of nursing strategies/improvements within the employee’s own practice setting or nursing team, as necessary; and

2. responds to situations in less stable or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

3. demonstrates efficiency and sound judgement in identifying situations requiring assistance from a Registered Nurse.

2.2 Pay point progression

(a) Subject to the terms specified for each pay point as defined in sub-clause 2.1 each employee will progress on his or her annual anniversary date from one pay point to the next once having regard to the acquisition and utilisation of skills and knowledge through experience in his or her practice setting/s over such period.

(b) An employee’s progression may be deferred or refused by the employer, provided that any such deferral or refusal is referable only to the terms specified for each pay point in the clause, and is not unreasonably nor arbitrarily imposed by the employer. It will be
considered unreasonable if the employer has refused to provide training or opportunities to work in various practice settings in the employer's establishment.

2.3 Appeal and review

(a) An employee may appeal a deferral or refusal imposed under sub-clause 2.2(b) of this Schedule provided where such an appeal results in a revocation of the employer's decision, pay point progression will be deemed to operate and be payable from the date the employee completed 1976 hours at his or her current increment as per sub-clause (a) of this Schedule.

(b) Sub-clause 2.2(b) will not operate to prevent:

i. A review, initiated by either the employer or employee, of a deferral or refusal imposed pursuant to sub-clause 2.2(b) and/or

ii. the lifting of such a deferral or refusal at and operative from such date where circumstances have changed such that the employee appropriately falls within the terms specified for his or her next pay point (as defined); or

(c) An appeal or review, for the purposes of this clause, will be undertaken and resolved in accordance with clause 14 of this Agreement.

2.4 Accelerated advancement

(a) Subject to paragraph (b) hereunder, an employee (other than an Enrolled Nurse appointed in his or her first year of experience at pay point Y2 as defined in sub-paragraph 2.1(g)i1 of this Schedule), will be entitled to accelerated advancement by one pay point:

i. for possession of a post enrolment qualification recognised by the employer; or

ii. on completion of a post enrolment course of at least six months duration; or

iii. where such an employee is required to perform duties to which such training is directly relevant.

(b) An employee who has advanced in accordance with sub-paragraph (a) above will not be entitled to further accelerated advancement pursuant to this clause.

2.5 Recognition of training, experience and skill
All relevant training, experience and skills as an Enrolled Nurse or trained assistant in nursing, other than such experience predating any break of five or more consecutive years will be counted for the purposes of determining the appropriate pay point on appointment.

3. **Hours of Duty**

3.1 The ordinary hours of duty will be an average 76 per fortnight.

3.2 The ordinary hours of work, except for a Registered Nurse working in a school, will be an average of 38 per week and will not exceed 152 hours in 28 consecutive days.

3.3 For a Registered Nurse working in a school, the ordinary hours of work will be 38 per week, or an average of 38 hours per week averaged over a period of 46 weeks.

3.4 The ordinary hours of duty will, wherever reasonably practicable, be worked so that:

   (a) in any week not more than five shifts are exceeded; or

   (b) in any fortnight not more than ten shifts are exceeded.

3.5 A roster showing the normal hours of duty of all employees, except employees performing relief duties, will be posted in a place accessible to employees at least seven days before it comes into operation but amendments may subsequently be made to the roster on account of the sickness or absence of another employee, either by mutual agreement or if departmental exigencies render any alteration necessary.

3.6 A Registered Nurse, working in a school, will be employed in annual terms and on duty during school operating periods.

3.7 During school closures these nurses will take annual recreation leave, acquit their accrued hours gained from the 38 hours week provisions and be available for duty including in-service courses as required by the department.

3.8 A Registered Nurse, designated as a remote Community Health Nurse, will be entitled to accumulate up to five programmed days off resulting from working 40 hours per week.

4. **Omitted**

   [This clause was deleted because it is redundant and refers to clause 34 in the Agreement.]

5. **Ambulance Duty Allowance**
5.1 The following conditions will apply to an employee required to undertake duty on aerial or road ambulances.

5.2 Where an employee is travelling with a patient or assisting a medical officer with a patient, all ordinary time spent in travelling will be regarded as time on duty and paid at ordinary rates. For any time of duty spent in such travel in excess of the rostered hours of duty on any day or on a rostered day off, payment will be made at overtime rates in accordance with this Agreement.

5.3 Where an employee is travelling to a patient or having transported a patient is returning to headquarters, all ordinary time spent in travelling will be regarded as time on duty and paid at ordinary rates. For any time of travel in excess of the rostered hours of duty on any day payment will be made at the rate of single time on days other than Sundays and public holidays, and at time and one half rates on Sundays and public holidays, up to a maximum of five hours.

5.4 Where such travel is undertaken on a rostered day off, payment will be made at the rate of single time on days other than Sundays and public holidays and at time and one half rates on Sundays and public holidays, for the time of travel corresponding to normal hours of duty subject to a maximum of eight hours on any day and for the time of travel outside normal hours of duty subject to a maximum of five hours on any day.

5.5 For the purpose of this clause day means midnight to midnight.
Schedule 2: Northern Territory Public Sector (General Conditions of Service) Provisions

1. Grievance and Dispute Resolution Training

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

(a) that departmental operating requirements permit the grant of leave; and

(b) that the scope, content and level of the short course or seminar are directed to a better understanding of grievance handling and dispute resolution.

1.2 Leave granted under 1.1 will be with full pay at ordinary time, excluding shift, penalty or overtime payments, and will count as service for all purposes.

2. Increments

2.1 An Employee will be entitled to progress one pay point within the pay scale for the Employee’s classification after twelve months continuous service, or after twelve months broken service in the preceding 24 months, at a particular pay point.

2.2 An Employee under 21 years of age in a classification in which age rates are payable will progress in accordance with the age rates specified, unless the Employee has complied with a condition of advancement determined by the Commissioner.

2.3 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.

3. Allowances

3.1 Accident allowance

(a) An employee will be paid an allowance equivalent to their normal time salary during a period of absence necessitated by physical injury sustained:

i. 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

ii. as a result of a defect in material or appliances; or

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iii. in protecting government property from loss or damage while on duty; or

iv. while travelling between their place of residence and their place of work; or

v. 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

vi. 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.

(b) 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.

c) 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.

(d) 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 paragraph (a) and not attributable to wilful misconduct, or a longer period determined by the commissioner.

e) An employee paid an allowance in accordance with paragraph (d) may utilise available personal leave credits on full or half pay to supplement the allowance to the level of their normal time salary.

(f) The amount of accident allowance payable in accordance with paragraph (d) will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.

(g) Accident allowance is not payable where an employee receives benefits in respect of the injury at the same time under the Occupational Health and Safety (Commonwealth Employment) Act 1991, the Northern Territory Workers Rehabilitation and Compensation 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 Act.

(h) 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.

3.2 Meal allowance
(a) An employee who is required to work overtime after the end of ordinary duty, to the completion of or beyond a meal period without a break for a meal, will be paid a meal allowance as determined by the commissioner in addition to any overtime.

(b) A meal period means the following periods:

i. 7.00 a.m. to 9.00 a.m.
ii. 12 noon to 2.00 p.m.
iii. 6.00 p.m. to 7.00 p.m.
iv. midnight to 1.00 a.m.

(c) Meal allowance is also payable to an employee who is required:

i. after the completion of their ordinary hours of duty for the day, without a break for a meal, to perform extra duties up to the completion of or beyond the next meal period occurring after the completion of that ordinary duty; or

ii. after the completion of their ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break; or

iii. to perform duty before the commencement of ordinary hours of duty, who breaks for a meal and is not entitled to payment for that break; or

iv. to perform duty on a Saturday, Sunday, public holiday or rostered day off, in addition to their normal weekly hours of duty, extending beyond a meal break and is not entitled to payment for that break.

(d) The amount of meal allowance payable under paragraph (a) will be adjusted to equal the maximum amount required to obtain a three course meal where such a meal is obtainable by the employee at a canteen, cafeteria or dining room conducted, controlled or assisted by the employer.

3.3 Higher Duties Allowance

(a) Where an employee has been directed to temporarily perform duties at a higher classification level, the following provisions apply:

i. An employee directed to perform all or part of the duties of a higher classification will be paid an allowance equal to the difference between the employee’s own salary and the salary the employee would receive if promoted to the higher classification, or an alternative amount determined and authorised as a percentage of the duties performed where partial performance is directed.
ii. An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.

iii. An employee who is directed to perform continuous higher duties for at least one shift will be regarded as being on higher duties for that whole shift; performance of higher duties for less than one shift will be disregarded for all purposes.

iv. An employee who performs the duties of a higher classification will be subject to the conditions of service of the higher classification, including the criteria determined by the commissioner or the relevant Schedule for advancement beyond a salary barrier point.

v. An employee who performs the duties of a higher classification which has a maximum annual salary in excess of the maximum annual salary payable to Nurse 3, for a period of less than one week will not be paid an allowance, and that period will not count as service at the higher classification level unless the commissioner determines otherwise.

vi. An employee who performs the duties of a higher classification for twelve months continuously, or for twelve months in broken periods over a 24 month period, and has met the requirements of clause 24 of this Agreement will be paid an increment in accordance with that clause.

vii. An increment attained by higher duties will be retained for future higher duties at that classification level (or higher).

viii. An employee who has been directed to perform the duties of a higher classification and is absent on paid leave or observes a public holiday, will continue to receive payment of higher duties allowance during the absence to the extent of the continued operation of the direction. If the period of paid leave is on less than full pay, the higher duties allowance is adjusted accordingly.

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4. Emergency Duty

4.1 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.
4.2 The time for which payment is made will include time necessarily spent in travelling to and from duty.

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

4.4 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.

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

5. Restrictive Duty

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

5.2 Payment will be made subject to the following conditions:

(a) Unless otherwise approved by the commissioner, an employee in a classification at or above Nurse 6 level is not eligible to receive payment;

(b) The restrictive duty situation is imposed by prior written direction, or is subsequently approved in writing;

(c) The provisions of clause 3 (Emergency Duty) will not apply where an employee is recalled to duty while on restrictive duty;

(d) An employee who does not maintain a required degree of readiness while on restrictive duty will not be eligible to receive payment.

5.3 Payment rates

(a) An employee who is required to remain contactable and available to perform extra duty outside of the employee’s ordinary hours of duty will, subject to sub-clause 5.2, be paid an allowance in addition to salary at a rate for the type of restrictive duty as follows:

i. On call

An employee who is instructed prior to ceasing ordinary duty to be on restrictive duty will be paid at the rate specified in accordance with clause 31 (On-call Allowance) in Part 3 of this Agreement.

ii. Stand by
An employee who is instructed prior to ceasing ordinary duty to be on restrictive duty and to remain at the employee’s home and available for immediate recall to duty: 50% of the employee’s ordinary rate of salary for the proportion of the period of restriction calculated in accordance with paragraph (b)

iii. Home duty

An employee who is required to stand by at home to perform intermittent duties at home normally involving receiving and/or making telephone calls, and who may be required to perform restrictive duty: 75% of the employee’s ordinary rate of salary, or not less than 50% or more than 100% of ordinary salary as approved by the commissioner, for the proportion of the period of standing by calculated in accordance with paragraph (b), provided that the rate on Sundays is single ordinary rate of salary and the rate on public holidays is 125% of ordinary rate of salary.

iv. Passive duty

An employee who is instructed to remain at work outside the employee’s ordinary hours of duty until released or required to perform duty, and is not provided with accommodation and amenities for sleeping or other personal activities during overnight attendance: single ordinary rate of salary for the period. The rate on Sundays is 133% of the employee’s ordinary rate of salary and the rate on public holidays is 166% of ordinary rate of salary for the period.

v. Duty employee

An employee who is required to remain at work overnight and/or over a non-working day and may be required to perform certain tasks periodically or on an ad hoc basis, and who is provided with accommodation and amenities for sleeping or other personal activities during overnight attendance: where overtime is paid - at the rate provided for in sub-paragraph iv for the proportion of the period calculated in accordance with paragraph (b); and where overtime is not paid - 125% of the employee’s ordinary rate of salary, or a proportion of not less than 100% or more than 150% of ordinary salary as approved by the commissioner, for the proportion of the period of standing by calculated in accordance with paragraph (b). The rate on Sundays is 166% of the employee’s single ordinary rate of salary and the rate on public holidays is 200% of ordinary rate of salary for the period.
Payment for the rates in sub-paragraphs ii, iii and v will only be made for:

i. Seventy-five per cent of that part of the period of restrictive duty that occurs on any day within the first fourteen hours after the employee’s normal commencing time of ordinary duty, or after the time at which the employee last commenced ordinary duty whichever is the later; and

ii. Twenty-five per cent of any period of restrictive duty occurring in any 24 hour period outside the fourteen hours referred to in sub-paragraph i above.

The restrictive duty allowance is payable for each hour or part hour the employee is restricted outside the employee’s ordinary hours of duty.

Any part of a period of restrictive duty for which the employee receives another payment will not be included for calculating restrictive duty allowance.

An employee who is on restrictive duty and who is required to perform duty, but is not required to be recalled to a place of work, will be paid overtime, subject to a one hour minimum payment.

An employee who is on restrictive duty and who is recalled to duty at a place of work will be paid in accordance with the relevant overtime provisions, subject to a three hour minimum payment.

Notwithstanding these payment rate provisions, an employee who is placed in on restrictive duty outside of 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 restriction situation.

5.4 Salary rate

An employee’s salary for the purposes of calculation of the restrictive duty allowance will include higher duties allowance and any other allowances in the nature of salary.

Where approval has been made for payment under clause 5 (restrictive duty) to an employee in a classification of N6 or above, the annual salary component of the formula at paragraph (c) below will be the maximum annual salary payable to an Administrative Officer 6.

The hourly rate of payment will be calculated as follows:
Annual salary $X 6 \times \text{X \% of salary prescribed in paragraph 5.3}

313 \text{ Prescribed weekly}

hours before overtime is payable

6. Overtime

6.1 General conditions

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

(b) Unless otherwise provided for in clause (Shift work) of Schedule 1, duty is considered overtime where it is performed on:

i. Monday to Friday outside the span of ordinary hours;

ii. Monday to Friday during the span of ordinary hours but beyond the length of time the employee is normally required to work on the day concerned; or

iii. a Saturday, Sunday or public holiday.

(c) An employee’s salary for the purpose of calculation of overtime will include higher duties and other allowances in the nature of salary.

(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 payment will be ascertained by applying the following formulae:

Time and a half rate:

\[
\text{Annual salary} \times 6 \times \frac{3}{2}
\]

313 \text{ Prescribed weekly hours before overtime is payable}

Double time rate:
### 6.2 Time off in lieu
- See clauses 34.13 to 34.18 of the Agreement.

### 6.3 Rates
- See clause 34.11 of the Agreement.

### 6.4 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 provision 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 in a restriction situation under clause 5 (Restriction duty), will be entitled to a minimum overtime payment of three hours at the prescribed overtime rate.

(e) The minimum payment provisions do not apply to clause 3 (Emergency Duty).

7. Leave To Attend Industrial Proceedings

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

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

8. Public Holidays

[The changes to this provision ensure that the public holiday provisions of the enterprise agreement remain consistent with the relevant NT legislation.]

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

An employee will observe any day proclaimed or gazetted as a public holiday pursuant to the Public Holidays Act (NT).

An employee will observe all public holidays each year and will be paid salary as if those days were not public holidays.

8.1 Where an employee performs duty on both Christmas Day and a substitute holiday, one day will attract payment at the public holiday rate prescribed in clause 8 of this Agreement—(Public holiday duty) and the other day will be paid at the non-holiday Saturday or Sunday rate as appropriate.

9. Public holiday duty

9.1 An employee who is required, whether rostered or not, to perform duty on a holiday not in excess of the prescribed weekly hours will be paid at the rate of 150% in addition to the ordinary rate of pay for the actual time worked on the holiday.

9.2 The minimum extra payment payable under paragraph 9.1 for each separate attendance will be four hours in the case of employees who are not in any restriction situation specified in clause sub-clause 5 (Restriction duty).

9.3 The minimum extra payment payable under paragraph 9.2 for each separate attendance will be three hours in the case of employees who are in any restriction situation specified in sub-clause 5 (Restriction duty) other than passive duty or duty employee.
9.4 Where more than one attendance is involved, the minimum payment provision, subject to a minimum payment of three hours, will not operate to increase an employee’s extra 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 subsequent attendance.

9.5 For the purposes of paragraphs 9.2 to 9.5

i. duty broken by a meal period will not constitute more than one attendance; and

ii. the minimum extra payment will not apply to holiday ordinary duty which, disregarding meal periods, is continuous with ordinary duty occurring on the day preceding or succeeding the holiday.

9.6 Overtime worked on a public holiday will be paid at the rate of two and a half times the employee’s salary rate.

9.7 In the case of a holiday overtime attendance not continuous with ordinary duty, payment will be subject to the minimum overtime payment provision at clause [Reference] (Minimum payment).

9.8 Unless authorised by the commissioner, an employee in a classification of Nurse 6 or above is not eligible to receive payment for duty other than rostered duty or for overtime worked on a public holiday.

9.9 Where, in a cycle of shifts on a regular roster, an employee is required to perform rostered duty on each of the days of the week, the employee will, in respect of a holiday which falls on a day on which the employee is rostered off duty, be granted one day’s leave in lieu of that holiday within one month after the holiday.

9.10 Where it is not practicable to grant a day’s leave in accordance with paragraph 9.9 the employee will be paid instead one day’s pay at the ordinary rate.
Schedule 3: Northern Territory Public Sector Redeployment and Redundancy Provisions

PART A - Redeployment and Redundancy Entitlements

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) “union” means a trade union as defined in FW Act and which is covered by this Agreement.

2. Consulting Relevant unions

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.

2.2 The employer or the CEO or both will provide the relevant union with the number of potentially surplus employees, the Agency and their designation.

3. Finding of Other Suitable Employment

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

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

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 6.3 apply.

4. Voluntary Retrenchment

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

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.

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.

4.4 The surplus employee may be retrenched in accordance with this clause at any time within the period of notice under clause 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.

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

   a) for an employee with at least one (1) year but less than two (2) years: four (4) weeks salary;

   b) For an employee with at least two (2) years service, but less than three (3) years service: six (6) weeks salary;

   c) for an employee with between three (3) and three and a half (3.5) years’ service: seven (7)

   d) for an employee with greater than three and a half (3.5) years service: two (2) weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.

4.6 For the purpose of calculating payment under clause 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 he or she is a surplus employee, the salary level is the employee’s salary in their higher designation at the date of notification;

(b) where an employee has been paid a loading for shift work 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 will be counted as part of “a weeks salary”;

4.7 The inclusion of other allowances which are in the nature of salary specified in clause 4.6 will be at the discretion of the commissioner.

4.8 The entitlement under:
   a) clause 4.3 constitutes notice for the purpose of section 117 of the FW Act; and
   b) clause 4.5 includes the employee’s entitlement to redundancy pay for the purposes of section 119 of the FW Act.

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

4.10 Subject to clause 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.

4.11 A surplus employee is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and his or recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause [Reference], and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

5. Notice of Redundancy

5.1 A surplus employee cannot be given notice under this clause unless he or she 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.

5.2 Subject to clause 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.

5.3 In addition to notice of redundancy under clause 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 5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.

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

5.5 The period of notice under clause 5.3 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

(For example: a 50 year old employee with 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 8 weeks redundancy pay which will be paid on termination)

5.6 In accordance with clause 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.

5.7 With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 5.2 or 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.

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 5.2 and 5.3

5.9 A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 5.2 and 5.3 being invoked, is not entitled to receive a greater payment under clause 5.8 than the employee would have been entitled to receive had he or she been voluntarily retrenched.

5.10 For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 5.2 or 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.

6. **Transfer to Other Suitable Employment**

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.

6.2 A potentially surplus employee or surplus employee is entitled to all reasonable expenses associated with moving his or her 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.

6.3 Where a potentially surplus employee or 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 5.2; or
   ii. four weeks; or

(b) where the period of notice of redundancy has not been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 5.2.

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 he or she received notice of the transfer, the difference between the employee’s higher duties salary and the lower salary upon transfer.

6.5 The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause (b), is at the discretion of the employer.
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 or expenses experienced or incurred by reason of his or her transfer which in the opinion of the employer were brought about by the transfer.

7. Use of Accrued Personal Leave

7.1 Subject to clause 7.2, the periods of notice under clauses 5.2 and 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.

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

(Example: A 50 year old employee with 10 years service receives notice of redundancy under clause 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 certified personal leave with the result that the total period of income maintenance ends up being 46 weeks.)

8. Right of Review

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

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

9. Substitution or Other Provisions

9.1 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 or a surplus employee which are in addition to or in substitution for, any or all of the provisions prescribed in this Schedule.

10. Exemption

10.1 These provisions do not apply to fixed period or casual employees unless otherwise approved by the employer.
## Schedule 4: Allowances

### PART A – WORK RELATED ALLOWANCES

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Schedule/Clause</th>
<th>Frequency</th>
<th>old rates effective Aug 13 $</th>
<th>RATES EFFECTIVE 9 Aug 14 $</th>
<th>RATES EFFECTIVE (FFPP) 9/8/15 $</th>
<th>RATES EFFECTIVE (FFPP) 9/8/16 $</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-call *</td>
<td>32</td>
<td>per Hour</td>
<td>2.88</td>
<td>2.98</td>
<td>According to CPI</td>
<td>According to CPI</td>
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<tr>
<td>Hourly Rate</td>
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<td>Per Night</td>
<td>46.05</td>
<td>47.60</td>
<td>According to CPI</td>
<td>According to CPI</td>
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<tr>
<td>Night Rate</td>
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<td>Per Day/Night</td>
<td>69.12</td>
<td>71.50</td>
<td>According to CPI</td>
<td>According to CPI</td>
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<tr>
<td>For Katherine/Gove District Hospital operating theatre nurses</td>
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<td></td>
<td></td>
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<tr>
<td>Monday to Friday</td>
<td>Per Hour</td>
<td>3.58</td>
<td>3.70</td>
<td>According to CPI</td>
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<tr>
<td>Weekends/Public Holidays</td>
<td>Per Hour</td>
<td>4.60</td>
<td>4.76</td>
<td>According to CPI</td>
<td>According to CPI</td>
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<tr>
<td>Uniform</td>
<td>29</td>
<td>per annum</td>
<td>387</td>
<td>436</td>
<td>449</td>
<td>462</td>
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<tr>
<td>Exemplary</td>
<td>27</td>
<td>Fortnightly</td>
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<tr>
<td>N1 (EP1)</td>
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<td></td>
<td></td>
<td>6% of fourth salary point of N1 classification</td>
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<tr>
<td>N2 (EP1)</td>
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<td></td>
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<td></td>
<td>6% of fourth salary point of N2 classification</td>
<td></td>
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<tr>
<td>N2 (EP2)</td>
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<td></td>
<td></td>
<td></td>
<td>13% of fourth salary point of N2 classification</td>
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<td>Post Graduation Qualification</td>
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<td>Fortnightly</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>N1 (Course of study is &gt;6 months or 120 hours)</td>
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<td></td>
<td></td>
<td>3.5% of fifth pay point of N1 classification</td>
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</tr>
<tr>
<td>N2-8 (Conversion degree or Graduate)</td>
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<td></td>
<td></td>
<td></td>
<td>3.5% of maximum pay point of N2 classification</td>
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</tr>
<tr>
<td>Allowance</td>
<td>Schedule/Clause</td>
<td>Frequency</td>
<td>old rates effective Aug 13 $</td>
<td>RATES EFFECTIVE 9 Aug 14 $</td>
<td>RATES EFFECTIVE (FFPP) 9/8/15 $</td>
<td>RATES EFFECTIVE (FFPP) 9/8/16 $</td>
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<tr>
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<td>-----------</td>
<td>-----------------------------</td>
<td>-----------------------------</td>
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<td>---------------------------------</td>
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<tr>
<td>Certificate</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>N2-8 (Graduate Diploma)</td>
<td>Sch2 Cl3.1</td>
<td>Fortnightly</td>
<td>4% of maximum pay point of N2 classification</td>
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<td>N2-8 (Masters Degree or Doctorate)</td>
<td>Sch2 Cl3.3</td>
<td>Fortnightly</td>
<td>5% of maximum pay point of N2 classification</td>
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<tr>
<td>Accident</td>
<td>Sch2 Cl3.1</td>
<td>Fortnightly</td>
<td>According to employee’s normal time salary</td>
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<tr>
<td>Ambulance Duty</td>
<td>Sch1 Cl5</td>
<td>Fortnightly</td>
<td>Overtime rates in accordance with Sch1 Cl5 apply</td>
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<tr>
<td>Higher Duties (HDA)</td>
<td>Sch2 Cl3.3</td>
<td>Fortnightly</td>
<td>Refer to Sch2 Cl3.3 Qualifying periods:</td>
<td>N3 or below – 1 shift</td>
<td>N4 or above – HDA will not be paid for any period less than one week.</td>
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<tr>
<td>Shift Responsibility</td>
<td>28</td>
<td>Fortnightly</td>
<td>Paid at the salary rate of a N3 (Yr 1), including shift penalties where applicable</td>
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<tr>
<td>Laundry</td>
<td>N/A</td>
<td>N/A</td>
<td>The laundry allowance was absorbed from the first full pay period on or after 9 August 2008 into the salary paid to employee under this Agreement</td>
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</table>
## Part B: Expense-Related Allowances

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Schedule/Clause</th>
<th>Frequency</th>
<th>old rates effective Aug 13</th>
<th>RATES EFFECTIVE 9 Aug 14</th>
<th>RATES EFFECTIVE 9/8/15</th>
<th>RATES EFFECTIVE 9/8/16</th>
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<tbody>
<tr>
<td>Overtime Meal *</td>
<td>Sch2 Cl3.2(a)</td>
<td>Fortnightly</td>
<td>18.60</td>
<td>19.00</td>
<td>According to CPI</td>
<td>According to CPI</td>
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<td>Professional Development</td>
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<td>- Upfront fixed payment</td>
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<tr>
<td>1-3 years service</td>
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<td>3 years or more service</td>
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<td></td>
<td>1611</td>
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<tr>
<td>- Reimbursement model</td>
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<tr>
<td>1-3 years service</td>
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<td>572</td>
<td>590</td>
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<td>627</td>
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<td>3 years or more service</td>
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<td>1716</td>
<td>1768</td>
<td>1822</td>
<td>1878</td>
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</table>

Note:
- Allowances will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, and are effective from 1 January each year.
- The Allowances will not reduce if the Darwin Consumer Price Index is negative.
SIGNATORIES

NORTHERN TERRITORY PUBLIC SECTOR NURSES AND MIDWIVES’ 2014–2017 Enterprise AGREEMENT

…………………………………
Craig Allen
Commissioner for Public Employment
GPO Box 4371
DARWIN NT 0801

……………………………….
YVONNE FALCKH
Secretary
Australian Nursing and Midwifery Federation
Northern Territory Branch
PO BOX 42533 CASUARINA NT 0811