

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00216 of 1998)

MEDICAL OFFICERS (NORTHERN TERRITORY PUBLIC SECTOR)

AWARD 1994

(ODN C No. 90073 of 1994)

[Print L5131 [M0612]]

Various employees

Northern Territory

COMMISSIONER EAMES

MELBOURNE, 15 MAY 2001

Award simplification.

ORDER

A. Further to the decision on transcript in Darwin on 3 May 2001, the following Order is issued by the Commission to vary the above award as follows:

By deleting all clauses, schedules and appendices and inserting the following:

PART 1 - APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This award shall be known as the Medical Officers (Northern Territory Public Sector) Award 2001.

2. ARRANGEMENT

This award is arranged as follows:

Part 1 - Application and operation of award

1. Award title
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Commencement date of award and period of operation
6. Parties bound
7. Relationship with other legislation

Part 2 - Award flexibility

8. Flexibility provisions

Part 3 - Consultation and dispute resolution

9. Dispute resolution
10. Grievance and dispute resolution training

Part 4 – Rates of pay and related matters

11. Classifications and rates of pay
12. Salary progression
13. Allowances
14. Superannuation

Part 5 - Hours of work, overtime, shift work and general conditions

15. Ordinary hours of work
16. Shift work
17. Overtime
18. Emergency duty
19. Restrictive duty

Part 6 - Leave of absence, public holidays and general conditions of service

20. Recreation leave
21. Personal leave
22. Other leave
23. Public holidays
24. Redundancy
25. Class of overseas air travel

3. ANTI-DISCRIMINATION

3.1 It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

3.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

3.3 Nothing in this clause is taken to affect:

3.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

3.3.2 junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the *Workplace Relations Act 1996*;

3.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

3.3.4 the exemptions in s.170CK(3) and (4) of the *Workplace Relations Act 1996*.

4. DEFINITIONS

4.1 **Act** means the *Public Sector Employment and Management Act 1993 (NT)*.

4.2 **Federation** means the Australian Salaried Medical Officers Federation (Commonwealth Branch).

4.3 **By-law** shall mean the relevant *Public Sector Employment and Management Act* By-law as determined by the Commissioner for Public Employment from time to time and shall include any employment instructions, bulletins or advices issued in relation to that by-law.

4.4 **Chief Executive Officer** is defined in s.3 of the Act.

4.5 **Commissioner** means the Northern Territory Commissioner for Public Employment.

4.6 **Employee** or **medical officer** means any medical practitioner granted registration by the Medical Board of the Northern Territory employed in a classification covered by this award.

4.7 **Employer** means the Commissioner, or his/her delegate.

4.8 **Intern** means an employee in the first post-graduate year of clinical experience, who is appointed as such.

4.9 **Resident medical officer** means an employee in the second or any subsequent post-graduate year of clinical experience who is appointed as such.

4.10 **Registrar** means an employee admitted to a recognised specialist training program, not being a program referred to in 4.14 or 4.15, who is appointed as such.

4.11 **Senior registrar** means an employee who is appointed as such and who has successfully completed an examination of an Australasian Specialist college. They must be in at least their fourth year of specialist training and have appropriate clinical experience.

4.12 **Hospital medical officer** means an employee with not less than four completed years of post-graduate clinical experience who is appointed as such.

4.13 **Senior hospital medical officer** means an employee with not less than ten completed years of post-graduate clinical experience who possesses an appropriate post-graduate qualification or, alternatively, experiential qualifications which are acceptable to the hospital's medical advisory committee and who is appointed as such.

4.14 **Medical administrator** means an employee with not less than five completed years of post-graduate clinical experience admitted to the training program authorised by the

Royal Australian College of Medical Administrators or who has substantially progressed towards completion of a post-graduate qualification recognised under the training program authorised by that College and who is appointed as such.

- 4.15 Rural/community medical officer** means an employee who possesses an appropriate post-graduate qualification, or who has been admitted to the training program authorised by the Faculty of Public Health Medicine of the Royal Australian College of Physicians or, alternatively, possesses experiential qualifications which are acceptable to the employer and who is appointed as such.
- 4.16 Specialist clinician** means an employee who has successfully completed a recognised specialist training program, not being a program referred to in 4.14 or 4.15, and admitted as a Fellow of the College authorising the program and who is appointed as such.
- 4.17 Specialist medical administrator** means an employee who has successfully completed the specialist training program referred to in 4.14 and admitted as a Fellow of the College authorising the program and who is appointed as such.
- 4.18 Specialist public health medicine** means an employee who has successfully completed the specialist training program referred to in 4.15 and admitted as a Fellow of the College authorising the program and who is appointed as such.
- 4.19 Senior specialist clinician** means a specialist clinician with not less than five completed years of experience in any of the classifications defined in 4.16, 4.17, and 4.18 and who is appointed as such.
- 4.20 Senior specialist medical administrator** means a specialist medical administrator with not less than five completed years of experience in any of the classifications defined in 4.16, 4.17, and 4.18 and who is appointed as such.
- 4.21 Senior specialist public health medicine** means a specialist public health medicine with not less than five completed years of experience in any of the classifications defined in 4.16, 4.17, and 4.18 and who is appointed as such.
- 4.22 Appropriate post-graduate qualification** means a post-graduate medical qualification acceptable to the employer and includes a Diploma of Public Health, Diploma of Obstetrics, and Diploma of Child Health.
- 4.23 Specialist** means an employee who is employed in one of the following classifications: specialist clinician, senior specialist clinician grade 1, senior specialist clinician grade 2, specialist public health medicine, senior specialist public health medicine grade 1, senior specialist public health medicine grade 2, specialist medical administrator, senior specialist medical administrator grade 1, senior specialist medical administrator grade 2.

5. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

This Award shall come into force on 3 May 2001 and shall remain in force for a period of twelve months.

6. PARTIES BOUND

6.1 This award shall apply to and be binding on:

- 6.1.1** all employees (whether members of the Federation or not) for whom classifications appear in this award;
- 6.1.2** the Federation and the officers of that organisation and their members for whom classifications appear in this award; and
- 6.1.3** the Commissioner.

7. RELATIONSHIP WITH OTHER LEGISLATION

7.1 This award supersedes the:

- Medical Officers (Northern Territory Public Sector) Award 1994 [Print L5131 [M0612]], as varied; and the
- Northern Territory Medical Officers Salaries and Conditions of Employment Agreement 1987 [Print G9916, [N0066]].

7.2 This award shall be read in conjunction with the Act and the Regulations, By-laws, Employment Instructions and Determinations made under the Act, as amended from time to time.

7.3 Where provisions of the Act, Regulations, By-laws, Employment Instructions or Determinations are inconsistent with the provisions of this award, the latter shall prevail.

PART 2 - AWARD FLEXIBILITY

8. FLEXIBILITY PROVISIONS

8.1 Task broadening

- 8.1.1** An employer may direct an employee to carry out such duties as are within the limits of the employee's competence and training and with established quality assurance protocols, provided that such duties are not designed to promote deskilling or would invalidate or be in conflict with an accredited training programme in a speciality or discipline as defined by the relevant specialist college and further recognised by the Medical Board of the Northern Territory.
- 8.1.2** An employer may direct an employee to carry out such duties provided that the employee has been appropriately trained and has maintained an ongoing acceptable competence in the performance of such duties.
- 8.1.3** An employee will not be required to carry out any duties which are inconsistent with the employer's responsibility to provide a safe and healthy working environment.

8.2 Enterprise flexibility provisions

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

- 8.2.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 8.2.2** For the purpose of the consultative process the employees may nominate the union or another to represent them.
- 8.2.3** Where agreement is reached an application shall be made to the Australian Industrial Relations Commission to vary this award.

PART 3 - CONSULTATION AND DISPUTE RESOLUTION

9. DISPUTE RESOLUTION

- 9.1** In the event of a dispute arising in relation to this award every endeavour shall be made to amicably settle the same by direct negotiations and consultation between the parties to this award. To facilitate the settlement of any such dispute the following shall apply:
 - 9.1.1** The employee(s) shall discuss matters affecting them with their immediate supervisor;
 - 9.1.2** If the matter is not resolved within 48 hours at this level the employee may discuss the matter with their Federation representative or other representative at a time suitable to the supervisor. Permission for such discussion shall not unreasonably be withheld and where a Federation representative or other nominated representative is involved he or she shall be allowed the necessary time during working hours to interview the employee(s) and the supervisor;
 - 9.1.3** If agreement is not reached within 24 hours at this level, a Federation representative or other nominated representative shall approach the responsible Department head or their nominee, for further discussion;
 - 9.1.4** If the matter is not resolved at these discussions within 24 hours:
 - 9.1.4(a)** the Federation representative shall notify the appropriate Federation official of the nature of the matter in dispute and discussions shall then be carried out within the next 24 hours between representatives of senior management and the Federation; or
 - 9.1.4(b)** discussions shall be carried out within the next 24 hours between representatives of senior management and the employee's other nominated representative;
 - 9.1.5** In the event of negotiations between the management and the Federation or other nominated representative not resolving the matter in dispute within 24 hours

either party shall be at liberty to refer the matter to the Commissioner or his or her nominee who shall determine the matter within 24 hours;

- 9.2** While the parties are attempting to resolve the matter, the parties will continue to work in accordance with the award and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety. The employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, that is safe and appropriate for the employee to perform;
- 9.3** The time limits specified above are cumulative and may be extended by agreement.
- 9.4** Notwithstanding the above, it is open to any party to have the matter referred to the Australian Industrial Relations Commission for resolution and settlement.

10. GRIEVANCE AND DISPUTE RESOLUTION TRAINING

- 10.1** Leave of absence will be granted to an employee to attend short grievance and dispute resolution training courses or seminars on the following conditions:
- 10.1.1** that agency operating requirements permit the grant of leave; and
- 10.1.2** that the scope, content and level of the short course or seminar are directed to a better understanding of grievance handling and dispute resolution.
- 10.2** Leave granted under 10.1 will be with full pay at ordinary time, excluding shift, penalty or overtime payments, and will count as service for all purposes.

PART 4 – RATES OF PAY AND RELATED MATTERS

11. CLASSIFICATIONS AND RATES OF PAY

11.1 Minimum rates of pay for employees

- 11.1.1** Table of levels and corresponding minimum salary rates [read in conjunction with 11.2]

Level	Per annum
L1	35383
L2	40699
L3	43183
L4	45582
L5	47731
L6	48979
L7	51425
L8	53267
L9	55120
L10	57258
L11	59379
L12	61509

Level	Per annum
	\$
L13	63743
L14	64972
L15	66804
L16	66963
L17	69337
L18	70143
L19	74576
L20	78106
L21	85167
L22	87613
L23	89494
L24	92536

11.1.2 Table of classifications, levels and salary ranges [to be read in conjunction with 11.2]

Classification	Level	Per annum
		\$
Intern (11.2.1)	L1	35383
Resident medical officer (11.2.1)	L2	40699
	L3	43183
	L4	45582
	L5	47731
Registrar (11.2.2)	L4	45582
	L5	47731
	L7	51425
	L8	53267
Senior registrar (11.2.3)	L11	59379
	L12	61509
Hospital medical officer (11.2.4)	L6	48979
	L8	53267
	L9	55120
	L10	57258
	L11	59379
	L12	61509
	L13	63743
	L14	64972
Senior hospital medical officer (11.2.5)	L16	66963
	L17	69337
	L18	70143

Classification	Level	Per annum \$
Medical administrator (11.2.6)	L9	55120
	L11	59379
	L13	63743
Rural/community medical officer Public health medicine trainee (11.2.7)	L12	61509
	L13	63743
	L14	64972
	L15	66804
Specialist clinician (11.2.8)	L15	66804
	L18	70143
	L19	74576
	L20	78106
	L21	85167
Classification	Level	Per annum \$
Specialist medical administrator (11.2.8)	L15	66804
	L18	70143
	L19	74576
	L20	78106
	L21	85167
Specialist public health medicine (11.2.8)	L15	66804
	L18	70143
	L19	74576
	L20	78106
	L21	85167
Senior specialist clinician grade 1 (11.2.9)	L23	89494
Senior specialist medical administrator grade 1 (11.2.9)	L23	89494
Senior specialist public health medicine grade 1 (11.2.9)	L23	89494
Senior specialist clinician grade 2 (11.2.9)	L24	92536
Senior specialist medical administrator grade 2 (11.2.9)	L24	92536
Senior specialist public health medicine grade 2 (11.2.9)	L24	92536

11.1.3 Arbitrated safety net adjustment

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2000* decision [Print S5000]. This arbitrated safety net adjustment may be offset against any equivalent

amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption, which is contrary to the terms of an agreement, is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

11.2 Classifications

11.2.1 Interns and resident medical officers

- 11.2.1(a)** Appointment as an intern is to be for an initial period of one year. Subsequent appointments as a resident medical officer may be for either one or two years, by agreement between the employer and the employee.
- 11.2.1(b)** Appointees as an intern at L1 level will be in their first post-graduate year.
- 11.2.1(c)** Subject to 11.2.1(d), progression through the range will be by annual increments, which reflect years of post-graduate clinical experience.
- 11.2.1(d)** A resident medical officer granted limited registration by the Medical Board of the Northern Territory and assessed by the employer as lacking appropriate clinical experience in recognised hospitals or appropriate post-graduate qualification shall not advance beyond L3 prior to being granted full registration. Advancement to L3 is subject to continuing registration by the Medical Board and to satisfactory reports by clinical supervisors.
- 11.2.1(e)** A conditionally registered resident medical officer may start at L1 or above, depending on experience, but cannot progress beyond L3, unless assessed by the employer as having acceptable qualifications and experience, to allow them to advance to a maximum of L5.
- 11.2.1(f)** A resident medical officer granted full registration will commence at L2, except that appointment with a commencing salary above the base level, within the range L2 to L5, may be approved by the CEO.

11.2.2 Registrars

Subject to 11.2.2(e):

- 11.2.2(a)** Appointment as a registrar is to be for an initial period of one year. Subsequent appointments may be for a maximum of three years, by agreement between the employer and the employee.
- 11.2.2(b)** Registrar appointees with more than five years of post-graduate clinical experience will not commence below L7.

- 11.2.2(c) Progression through the registrar range will be by annual increments.
- 11.2.2(d) A registrar who has the necessary qualifications and experience for appointment as a senior registrar will progress to L10 on the anniversary of the last increment or, if that anniversary has passed, upon furnishing evidence as to successful completion of training.
- 11.2.2(e) Incremental advancement for registrars who hold Australian Medical Council (AMC) qualifications shall be subject to assessment by the employer of qualifications attained and recognised clinical experience.
- 11.2.2(f) A conditionally registered registrar may start at L3 or above, depending on experience, but cannot progress beyond L8.

11.2.3 Senior registrars

- 11.2.3(a) Senior registrar appointments may be for either one or two years, by agreement between the employer and the employee.
- 11.2.3(b) Progression to L12 will occur on the anniversary of appointment as a senior registrar.
- 11.2.3(c) Appointment as a senior registrar requires successful completion of a relevant Australasian Specialist college examination leading towards membership/fellowship. These appointees must be in at least their fourth year of Specialist training and have appropriate clinical experience.

11.2.4 Hospital medical officer

- 11.2.4(a) Appointment as a hospital medical officer shall be either by permanent appointment or under fixed term contract.
- 11.2.4(b) Progression through the hospital medical officer range will be by annual increments, subject to 11.2.4(c) below.
- 11.2.4(c) Progression beyond the salary level L12 of the hospital medical officer range requires an appropriate post-graduate qualification or experiential qualifications acceptable to the hospital's Medical Advisory Committee.
- 11.2.4(d) A conditionally registered hospital medical officer may start at L3 or above, depending on experience, but cannot progress beyond L9.

11.2.5 Senior hospital medical officer

- 11.2.5(a) Appointment as a senior hospital medical officer may be by permanent appointment or fixed term contract.
- 11.2.5(b) A position shall not be designated as a senior hospital medical officer position unless the assumption of significant supervisory or administrative responsibilities is required.

- 11.2.5(c)** Progression through the senior hospital medical officer range will be by annual increments.

11.2.6 Medical administrator

- 11.2.6(a)** Appointment as a medical administrator may be by permanent appointment or under fixed term contract; provided that where the position is in a hospital appointment shall be for an initial period of one year.
- 11.2.6(b)** Subsequent appointments in a hospital may be of one or two years, by agreement between the employer and the employee.
- 11.2.6(c)** Progression through the medical administrator salary range will be by annual increments.

11.2.7 Rural/Community medical officer

- 11.2.7(a)** Appointment to the classification of rural/community medical officer (public health medicine trainee) shall be by permanent appointment, or appointment under fixed term contract.
- 11.2.7(b)** Progression through the rural/community medical officer (public health medicine trainee) salary range will be by annual increment.
- 11.2.7(c)** A rural/community medical officer who does not hold appropriate post-graduate qualifications, such as the Fellowship of the Royal Australian College of General Practitioners, or who is not undertaking the specialist training programme referred to in 4.15 will not progress to L14 until completion of ten years post-graduate clinical experience, not less than six years of which must have been in a field of medicine to which the Specialist training program relates.
- 11.2.7(d)** A rural/community medical officer who has successfully completed either the public health medicine specialist training, or who is a Fellow of the Royal Australian College of General Practitioners, but is not appointed as a specialist, will progress to L15 on the anniversary of the last increment, or, if that anniversary has passed, upon furnishing evidence as to successful completion of training.

11.2.8 Specialist clinician, specialist medical administrator, and specialist public health medicine

- 11.2.8(a)** Appointment as a specialist clinician, specialist medical administrator, or specialist public health medicine is either by permanent appointment or appointment under fixed term contract.
- 11.2.8(b)** Progression through the specialist clinician, specialist medical administrator, or specialist public health medicine range will be by annual increments.
- 11.2.8(c)** Employees who have been admitted to the Degree of Master of Public Health, or Master of Tropical Health or who hold post-graduate

qualifications recognised under the training program authorised by the Royal Australian College of Medical Administrators may be assigned to the classifications of specialist public health medicine or specialist medical administrator, respectively, but shall not progress beyond L18 prior to admission as a Fellow of the Faculty of Public Health Medicine of the Royal Australasian College of Physicians, or as a Fellow of the Royal Australian College of Medical Administrators, as the case may be. Where admission as a Fellow has not occurred prior to the first anniversary of assignment to the classification, the employee will progress to L17 and, on the next anniversary, to L18.

11.2.8(d) A specialist clinician or specialist public health medicine who is required to assume administrative responsibility for an operational unit will progress to L22 following completion of one year's employment at the salary level L21. Progression to level L21 will be by normal incremental advancement.

11.2.9 Senior specialist clinician grades 1 and 2, senior specialist medical administrator grade 1 and 2, senior specialist public health medicine grades 1 and 2.

11.2.9(a) Appointment as a senior specialist clinician grade 1 or grade 2, senior specialist medical administrator grade 1 or grade 2, or senior specialist public health medicine grade 1 or grade 2, will be by permanent appointment or under fixed term contract.

11.2.9(b) A position shall not be designated as a senior specialist clinician, senior specialist medical administrator, or senior specialist public health medicine at the grade 1 level unless the assumption of administrative and supervisory responsibility for an operational unit or district service/function is required.

11.2.9(c) A position shall not be designated as a senior specialist clinician, senior specialist medical administrator, or senior specialist public health medicine, at the grade 2 level unless responsibility for a major operational unit or major territory-wide service/function, as determined by the employer, is required.

12. SALARY PROGRESSION

12.1 A medical officer shall be eligible for annual advancement in the scale of rates and provisions applicable to the classifications in clause 11 - Classifications and rates of pay, subject to the employee having acquired additional skills and professional knowledge, and applying those skills and that knowledge in the workplace.

12.2 This condition may be met through training, clinical experience, competency, accreditation and the certification requirements determined from time to time by the relevant postgraduate medical training authority or learned medical college.

12.3 The employer may defer or refuse to advance an employee in the salary scale, if the criteria set out in 12.1 above are not met by the employee.

12.4 An employee whose salary advancement has been refused or deferred may seek to have the decision reviewed through the dispute settling procedure in clause 9 - Dispute resolution.

13. ALLOWANCES

13.1 Higher duties allowance

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

- 13.1.1** 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.
- 13.1.2** An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.
- 13.1.3** An employee who is directed to perform continuous higher duties for at least four hours will be regarded as being on higher duties for that whole day; performance of higher duties for less than four hours on one day will be disregarded for all purposes.
- 13.1.4** 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 award for advancement beyond a salary barrier point.
- 13.1.5** 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 an Administrative Officer 6, as defined in the Public Sector Union (Northern Territory Public Sector) Award 1990 [Print J6100, [AW792476]], 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.
- 13.1.6** 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 12.1 will be paid an increment in accordance with clause 12 –Salary progression.
- 13.1.7** An increment attained by higher duties will be retained for future higher duties at that classification level (or higher).
- 13.1.8** An employee who has been directed to perform the duties of a higher classification and is absent on paid leave or observes a public holiday, will continue to receive payment of higher duties allowance during the absence to the extent of the continued operation of the direction. If the period of paid leave is on less than full pay, the higher duties allowance is adjusted accordingly.

13.2 Accident allowance

- 13.2.1** Subject to 13.2.7, an employee will be paid an allowance equivalent to their normal time salary during a period of absence necessitated by physical injury sustained while on duty:
- 13.2.1(a)** because of an act or omission of an employee (other than the employee injured) or a person not employed by but performing on behalf of the Northern Territory Government duties similar to those of the employee injured; or
 - 13.2.1(b)** as a result of a defect in material or appliances; or
 - 13.2.1(c)** in protecting government property from loss or damage while on duty; or
 - 13.2.1(d)** while travelling between their place of residence and their place of work; or
 - 13.2.1(e)** while travelling directly between their place of residence or their place of work and an educational institution at which their attendance is required or expected by the Commissioner; or
 - 13.2.1(f)** in circumstances in which the actions of the employee are regarded by the Commissioner as so meritorious in the public interest as to warrant special consideration.
- 13.2.2** Accident allowance will be paid for an absence necessitated by physical injury of up to four months or a longer period determined by the Commissioner.
- 13.2.3** The amount of accident allowance payable will be increased by an amount reasonably incurred in transport, medical and hospital expenses as a result of the injury.
- 13.2.4** An employee will be paid an allowance equivalent to half their normal time salary during a period of absence of up to three months necessitated by physical injury sustained in circumstances other than those in 13.2.1 and not attributable to wilful misconduct, or a longer period determined by the Commissioner.
- 13.2.5** An employee paid an allowance in accordance with 13.2.4 may utilise available sick leave credits on full or half pay to supplement the allowance to the level of their normal time salary.
- 13.2.6** The amount of accident allowance payable in accordance with 13.2.4 will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.
- 13.2.7** 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 Employees) Act 1991*, the *Northern Territory Work Health Act* or the *Northern Territory Motor Accidents (Compensation) Act*, as amended, but nothing in this clause will reduce the rights of an employee under those Acts.

13.2.8 Where an amount of accident allowance or salary in respect of sick 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.

13.3 Meal allowance

13.3.1 Subject to this clause an employee who:

- 13.3.1(a)** after the completion of his/her ordinary duty for the day is required without a break for a meal to perform extra duties up to the completion of or beyond the meal period next occurring after the completion of that ordinary duty;
- 13.3.1(b)** is required, after the completion of his/her 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;
- 13.3.1(c)** is required to perform duty on a Saturday, Sunday, public holiday, or rostered day off (in addition to his/her normal weekly hours of duty) extending beyond a meal break and is not entitled to payment for that meal break; or
- 13.3.1(d)** is required, before the commencement of his/her ordinary hours of duty for the day, to perform duty before a break for a meal which occurs before that commencement and is not entitled to payment for that break;

shall be paid a meal allowance, in addition to overtime (if any) at the rate for meal allowance of \$13.60 as varied by the Commissioner under By-law 25, as varied from time to time.

13.3.2 Where a three course meal is obtained by the employee at a canteen, cafeteria, or dining room conducted, controlled, or assisted by the Department, the amount of meal allowance shall be the maximum amount for which a three course meal is obtainable at the canteen cafeteria or dining room, in lieu of the amount payable for a meal allowance under 13.3.1.

13.3.3 For the purpose of 13.3.1, a meal period shall mean the following periods:

7.00 a.m.	to	9.00 a.m.
12.00 noon	to	2.00 p.m.
6.00 p.m.	to	7.00 p.m.
Midnight	to	1.00 a.m.

13.3.4 Provided that an employee shall not be paid a meal allowance unless the Chief Executive Officer or his/her delegate authorising the duty, is satisfied that the employee cannot reasonably be expected to return home for a meal during the meal break.

13.4 Northern Territory allowance

13.4.1 An employee employed on or before 31 July 1987 will be paid Northern Territory allowance, as follows:

13.4.1(a) an employee with dependants: \$2237 per annum;

13.4.1(b) an employee without dependants: \$1277 per annum;

13.4.1(c) an employee living in a locality specified in 13.4.3 with dependants: \$2440 per annum;

13.4.1(d) an employee living in a locality specified in 13.4.3 without dependants: \$1500 per annum.

13.4.2 The amount of Northern Territory allowance payable to an employee under 13.4.1 is reduced by the amount of the salary increases payable in the first pay period on or after 1 September 1987 and the first pay period on or after 1 July 1988.

13.4.3 Localities where the rate in 13.4.1(c) and 13.4.1(d) applies are:

13.4.3(a) a town, place or locality (excluding Jabiru and Nhulunbuy unless specifically provided elsewhere) situated:

13.4.3(a)(i) not less than a 150 kilometre radius from the Darwin or Alice Springs General Post Offices;

13.4.3(a)(ii) not less than a 50 kilometre radius from the Tennant Creek or Katherine Post Offices;

13.4.3(a)(iii) not less than 25 kilometres from the Stuart Highway; or

13.4.3(a)(iv) on an island within Australia that is administered by the Northern Territory; or

13.4.3(a)(v) a place or locality determined by the Commissioner from time to time.

13.5 Travelling and camping allowance

Travelling allowance and/or camping allowance shall be paid to an employee when travelling on duty and required to be absent overnight from his/her permanent or temporary headquarters, at the rate prescribed by the Commissioner under By-laws 30 and 31, as varied from time to time.

13.6 Leave airfare allowance

13.6.1 An employee who was employed prior to 1 August 1987 will be paid leave airfare allowance of an amount equivalent to the cost of an economy class return airfare for the employee and the employee's recognised dependents between the

employee's usual station and Adelaide, or another destination not exceeding the same cost, on completion of each two years service.

- 13.6.2** An eligible employee shall be entitled to the payment of the leave airfare allowance in accordance with and under the conditions of By-law 33, as varied from time to time.

13.7 Excess travelling time

- 13.7.1** An employee who is travelling or on duty away from the employee's usual place of work will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:

13.7.1(a) the employee's usual hours of duty for the day; and

13.7.1(b) the time necessarily spent travelling to and from home and the usual place of work.

- 13.7.2** Where an employee's usual place of work is variable within a specified district, the employer will determine a place within the district as the usual place of work. In this case a minimum of twenty minutes travelling time each way will apply.

- 13.7.3** Travelling time includes:

13.7.3(a) the time an employee has to wait for change of scheduled conveyance between the advertised and actual time of departure;

13.7.3(b) in the case of an employee not absent from the employee's permanent or temporary place of work overnight, the time the employee spends outside the usual hours of duty for the day in waiting between the time of arrival at the place of work and the time of commencement of work, and between the time of ceasing work and the time of departure of the first available conveyance; and

13.7.3(c) time spent in travelling on transfer where transfer expenses are allowed, unless the transfer involves promotion;

13.7.3(d) in the case of an employee required to perform emergency duty, the time that emergency duty is performed and the time necessarily spent travelling to and from emergency duty.

- 13.7.4** **Travelling time** does not include:

13.7.4(a) time of travelling during which an employee is required to perform duty other than care of kit;

13.7.4(b) time of travelling by ship on which accommodation and meals are provided; or

13.7.4(c) time of travelling by train between 10.30 p.m. and 7.00 a.m. where a sleeping berth is provided, or any time of travelling by train (day or night) between capital cities where a sleeping berth is provided.

- 13.7.5** An employee in a camping party is not entitled to payment of excess travelling time and is required to travel from camp to the place of work within the prescribed hours of work, returning from the place of work to the camp in their own time after ceasing duty, or vice versa as agreed with the employee.
- 13.7.6** An employee may be required to work at any place within a specified district and to proceed to that place of work instead of the employee's usual place of work. Any excess travelling time spent by the employee in proceeding direct to and returning from such a place of work will be dealt with as excess travelling time.
- 13.7.7** Payment of excess travelling time will not be made for more than five hours in any one day, and will not be made unless the excess time exceeds:
- 13.7.7(a)** one half hour in any one day; or
 - 13.7.7(b)** two and one half hours in any pay period where the employee's ordinary hours are confined to five days of the week; or
 - 13.7.7(c)** three hours in any pay period where the employee's ordinary hours are rostered on six days of the week.
- 13.7.8** The rate of payment will be single time on Mondays to Saturdays and time and a half on Sundays and public holidays. The rate of payment in relation to 13.7.3(d) is double time.
- 13.7.9** An employee in receipt of a salary exceeding the first incremental point of the Administrative Officer 4 classification, as defined in the Public Sector Union (Northern Territory Public Sector) Award 1990 [Print J6100, [AW792476]], as varied from time to time, will not be entitled to payment for excess travelling time.

13.8 Compensation for damaged clothes and/or personal effects

An employee whose clothes and/or personal effects have been damaged or destroyed due to circumstances of the employee's duties, may be paid an allowance assessed in accordance with and under the conditions of the By-law 22, as varied from time to time.

14. SUPERANNUATION

- 14.1** The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* (collectively the superannuation legislation). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 14.2** The employer must, in accordance with the governing rules of the relevant complying superannuation fund as defined in the superannuation legislation, make such superannuation contributions to the fund for the benefit of an employee as will avoid the employer being required to pay superannuation guarantee charge under the

superannuation legislation in respect of that employee. For the purposes of the superannuation legislation, an employee's ordinary time earnings including allowances in the nature of salary are intended to provide that employee's notional earnings base.

- 14.3** Where another award binding the employer governs superannuation entitlements of an employee, the other award will prevail.

PART 5 - HOURS OF WORK, OVERTIME, SHIFT WORK AND GENERAL CONDITIONS

15. ORDINARY HOURS OF WORK

- 15.1** The ordinary hours of duty shall as far as practicable be confined to 40 hours per week or an average of 40 hours per week, spread over two, three, or four weeks, within the normal span of 8.00 a.m. to 5.30 p.m. Monday to Friday.

15.2 Saturday duty

- 15.2.1** An employee, other than a shift worker defined in 16.3, who is rostered to perform ordinary duty on a Saturday will be paid at the rate of 40% in addition to the employee's ordinary rate of pay.
- 15.2.2** The period for which the additional payment for Saturday duty is paid will be calculated to the nearest quarter of an hour of the total amount claimed in a fortnightly period.
- 15.2.3** The additional payment for Saturday duty will be made in respect of any duty an employee would have performed had the employee not been on approved recreation leave.

15.3 Sunday duty

- 15.3.1** Sunday pay will be granted for any scheduled duty performed between midnight on Saturday and midnight on Sunday.
- 15.3.2** An employee who performs duty on a Sunday not in excess of the prescribed weekly hours will be paid at the rate of 100% in addition to the ordinary rate of pay.
- 15.3.3** An employee who is required to perform a full day's duty on Sunday in addition to the employee's prescribed hours of duty for the week will be granted one day off during the six days succeeding that Sunday, and in that case, payment for the Sunday attendance will be one day's pay.
- 15.3.4** An employee required to attend for duty on Sunday who has conscientious scruples against Sunday duty is entitled to seek to furnish a substitute.
- 15.3.5** Additional payment for Sunday duty not in excess of prescribed weekly hours will be made for duty an employee would have performed had the employee not been on approved recreation leave.

15.4 Public holiday duty

- 15.4.1** Public holiday means a holiday as prescribed in clause 23 - Public holidays.
- 15.4.2** 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.
- 15.4.3** The minimum extra payment payable under 15.4.2 for each separate attendance will be four hours in the case of employees who are not in any restriction situation specified in clause 18 - Restricted duty.
- 15.4.4** For the purposes of 15.4.3:
- 15.4.4(a)** duty broken by a meal period will not constitute more than one attendance; and
 - 15.4.4(b)** 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.
- 15.4.5** 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.
- 15.4.5(a)** Where it is not practicable to grant a day's leave in accordance with 15.4.5, the employee will be paid instead one day's pay at the ordinary rate.

16. SHIFT WORK

- 16.1** An employee may be required to work shift work, provided that except at the regular changeover of shift, an employee shall not be required to work more than one ordinary duty shift in each 24 hours.
- 16.2** The hours of duty for an employee performing shift work shall, as far as practicable, be confined to 40 hours per week or an average of 40 hours per week spread over two, three or four weeks.
- 16.3** An employee will be considered a shift worker if rostered to perform ordinary hours of duty outside the period 6.30 a.m. to 6.00 p.m. Monday to Friday, and/or Saturdays, Sundays or public holidays for an ongoing or fixed period.
- 16.4** Shift work payments will not be taken into account in the calculation of overtime or of any allowance based on salary, nor will they be paid in respect of any shift for which any other form of penalty payment is made under this award or under provisions of an Act or regulations under which an employee is employed.
- 16.5** Shift work payments will be made in respect of any shift duty the employee would have performed had the employee not been on approved recreation leave.

16.6 The period for which shift work payments will be made will be calculated to the nearest quarter of an hour of the total amount worked in a fortnightly period.

16.7 Payment rates

In addition to the employee's ordinary salary for the shift, a shift worker will be paid the non-accumulative shift work payments as follows:

- 16.7.1** ordinary duty performed on a shift, any part of which falls between 6.00 p.m. and 6.30 a.m. - 15%;
- 16.7.2** ordinary hours worked continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6.00 p.m. and 8.00 a.m. - 30%;
- 16.7.3** ordinary duty performed on a Saturday - 50%;
- 16.7.4** ordinary duty performed on a Sunday - 100%;
- 16.7.5** ordinary duty performed on a public holiday - 150%.

16.8 The provisions of 16.7.3 apply only to an employee who performs duty on:

- 16.8.1** alternating or rotating shifts involving the performance of rostered duty:
 - 16.8.1(a)** commencing before 6.30 a.m., or terminating after 6.30 p.m. or at or before 8.00 a.m. Monday to Friday; or
 - 16.8.1(b)** terminating at or before 8.00 a.m. or after 1.00 p.m. on Saturday; or
 - 16.8.1(c)** a constant shift involving the regular performance of ordinary duty after 1.00 p.m. on Saturday; or
 - 16.8.1(d)** a shift which, but for its being worked continuously, would fall within the terms of 16.8.1(a).

16.9 The provisions of clause 18 - Emergency duty will not apply to shift workers whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

16.10 Duty for shift workers will be considered overtime where:

- 16.10.1** it is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
- 16.10.2** it is performed in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.

17. OVERTIME

17.1 General

- 17.1.1** Any employee shall be liable to be called for duty at any time that he/she is required.
- 17.1.2** Overtime is worked by prior direction or, if circumstances do not permit prior direction, is subsequently approved in writing by the CEO or delegate.
- 17.1.3** An employee's salary for the purpose of calculation of overtime will include higher duties and other allowances in the nature of salary.
- 17.1.4** Overtime is calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period.
- 17.1.5** Unless authorised by the Commissioner, an employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Administrative Officer 6, as defined in the Public Sector Union (Northern Territory Public Service) Award 1990 [Print J6100, [AW792476]], as varied from time to time, is not eligible to receive overtime payment.
- 17.1.6** For the purposes of determining whether an overtime attendance is continuous with ordinary duty, or is separate from other duty, meal periods will be disregarded.

17.2 Rates of payment

- 17.2.1** All duty performed in excess of 40 hours per week or an average of 40 hours per week spread over two, three, or four weeks as the case may be, shall be paid as overtime at the rate of time and a half on weekdays, double time on Saturdays and Sundays, and double time and a half on public holidays.
- 17.2.2** The hourly rate for overtime payment shall be ascertained by applying the following formula:

$$\frac{\text{Annual Salary}}{313} \quad \times \quad \frac{6}{40}$$

17.3 Minimum payment

- 17.3.1** The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be four hours at the prescribed overtime rate.
- 17.3.2** 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.
- 17.3.3** 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.

17.3.4 An employee who performs overtime while in a restriction situation under clause 19 - Restricted duty, will be entitled to a minimum overtime payment of three hours at the prescribed overtime rate.

17.3.5 The minimum payment provisions do not apply to clause 18 – Emergency Duty.

17.4 Time off in lieu

17.4.1 Time off may be granted in lieu of overtime with the agreement of the employee at the ordinary time rate. Where time off in lieu of a payment has been agreed, and the employee has not been granted that time off within a period of eight months, payment at the overtime rate according to the employee's salary at the time of payment will be made:

17.4.2 The maximum amount of time off in lieu that can be accrued is 40 hours, although no upper limit applies to seasonal workers.

17.4.3 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 17.2.1.

17.5 Unrostered overtime

An employee performing additional duty on Saturday, Sunday or a public holiday or outside their ordinary hours shall, subject to the medical administrator determining that payment is justified, be paid for such duty in accordance with the following provisions.

17.5.1 The medical administrator, in determining whether payment for such additional duty is justified, shall have regard to criteria and such other guidelines as are agreed between the employer and the Federation.

17.5.2 The parties agree that the following guidelines shall determine the payment of unrostered overtime to classifications covered by this award and are subject to the following provisions:

17.5.2(a) Duties related solely to professional commitment to patient care by medical officers shall not be paid as unrostered overtime.

17.5.2(b) Duties of a clinical nature additional to medical officers' professional commitment to patient care shall entitle medical officers to payment as unrostered overtime, provided that:

17.5.2(b)(i) claims for unrostered overtime shall be verified by time sheets; and

- 17.5.2(b)(ii)** payment of unrostered overtime shall be approved by medical administrators in accordance with these guidelines.
- 17.5.2(c)** Examples of duties which might be considered solely professional commitment and which do not justify payment as unrostered overtime are:
- 17.5.2(c)(i)** Where a medical officer commences duty before 8.00 a.m. and/or continues after 5.30 p.m. and;
- 17.5.2(c)(ii)** is present at the hospital voluntarily for the purpose of conducting a ward-round or otherwise reviewing patients; or
- 17.5.2(c)(iii)** undertakes a training session outside the period specified above; or
- 17.5.2(c)(iv)** carries out work of an administrative nature such as the preparation of discharge summaries outside the period specified above.
- 17.5.2(d)** Examples of duties which justify payments as unrostered overtime are:
- 17.5.2(d)(i)** where a medical officer, during the course of a ward-round which has extended past 5.30 p.m., is required to remain at the hospital to treat a clinical problem of an urgent or serious nature;
- 17.5.2(d)(ii)** where a theatre session or an afternoon clinic extends beyond 5.30 p.m.;
- 17.5.2(d)(iii)** where a medical officer is required to perform a ward-round to check patients who have undergone surgery on the theatre list or to perform a ward-round delayed by the lateness of the theatre session or clinic;
- 17.5.2(d)(iv)** where an anaesthetic registrar is required to return to the hospital on Sundays to make a pre-operative assessment of the condition of patients on theatre lists;
- 17.5.2(d)(v)** where a medical officer is otherwise required to perform clinical duties outside the hours of 8.00 a.m. to 5.30 p.m. Monday to Friday or at any time on a weekend, but not where a medical officer is undertaking training, ward-rounds, or is involved in lectures or tutorials.

18. EMERGENCY DUTY

- 18.1** 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.

- 18.2** The time for which payment is made will include time necessarily spent in travelling to and from duty.
- 18.3** The minimum payment for emergency duty is two hours at double time.
- 18.4** 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.
- 18.5** The provisions of this clause do not apply to an employee whose commencement time of regular duty is altered to meet an emergency.

19. RESTRICTIVE DUTY

19.1 General

- 19.1.1** An employee shall be liable to be required, outside his/her ordinary hours of duty, to hold himself/herself in readiness to perform extra duty subject to payment for any such requirement under the conditions set out in this clause.
- 19.1.2** No payment shall be made to an employee under this clause for a period of restriction in respect of any part of which the employee does not hold himself/herself at the required degree of readiness to perform extra duty or does not observe the instructions of the Chief Executive Officer, or his/her delegate as to restrictions outside his/her ordinary hours of duty.
- 19.1.3** Subject to the approval of the Commissioner an employee who is placed in any one of the following specified categories of restriction situations outside his/her ordinary hours of duty shall receive payment in accordance with the provisions of this clause.

19.1.3(a) Immediate roster

An employee is instructed prior to ceasing duty, that he/she may be required to attend for extra duty sometime before his/her next normal time of commencing duty and that he/she is to remain within the precincts of the hospital for immediate recall to duty.

19.1.3(b) First roster

An employee is instructed prior to ceasing duty that he/she may be required to attend for extra duty some time before his/her next normal time of commencing duty and that he/she is to be contactable at a mutually agreed location and available to return to duty within a reasonable time.

19.1.3(c) Second roster

An employee is instructed prior to ceasing duty that he/she is required to be available for telephone contact to provide advice and instruction which may necessitate the employee's return to duty within a reasonable time.

19.1.3(d) Home duty

An employee is required to stand by at his/her home to perform intermittent duties at home on an ad hoc or predetermined basis normally involving receiving and/or making telephone calls, and may also be required to be available for immediate recall to duty.

19.2 Rate of payment

The rate of payment that shall be made to an employee in any one of the respective categories of restriction situations specified in 19.1 of this clause is:

19.2.1 Immediate roster

21% of the employee's ordinary rate of salary converted to an hourly rate, for the period of stand by, subject to the provisions of this clause.

19.2.2 First roster

The on-call allowance as prescribed by the Commissioner as varied from time to time.

19.2.3 Second roster

19.2.3(a) An annual allowance of 15.5% of the salary applicable to the salary point L15 is paid to Specialists to cover the following work-related activities:

19.2.3(a)(i) being rostered in a category of restriction in accordance with 19.1.3(c) and providing advice and instruction in accordance with that paragraph;

19.2.3(a)(ii) when not rostered in a category of restriction in accordance with 19.1.3(c), providing telephone advice and instruction which may necessitate the employee's return to duty;

19.2.3(a)(iii) work performed when a return to duty occurs, either when rostered in accordance with 19.1.3(c) or in circumstances referred to in 19.2.3(b); and

19.2.3(a)(iv) travel and incidental costs incurred in relation to returns to duty.

19.2.3(b) Additional leave at the rate of 1/2 day in respect of each month rostered on second on-call, to a maximum entitlement of one week per annum.

19.2.4 Home duty

31% of the employee's ordinary rate of salary, converted to an hourly rate, for the period of home duty, subject to the provisions of this clause. Provided that payment in respect of a period of home duty on Sundays and public holidays shall be at the rates of:

19.2.4(a) Sundays - based on 31% of the employee's single ordinary rate of salary plus one third, converted to an hourly rate.

19.2.4(b) Public holidays - based on 31% of the employee's single rate of salary plus two thirds, converted to an hourly rate.

19.3 For the purposes of 19.2 payment of the rates for immediate roster and home duty shall only be made for any part of a period of restriction, excluding payment under provisions other than those in this clause, e.g. overtime or excess travelling time provisions, which shall not be included in the period of restriction for purposes of calculating payments under this clause.

19.4 Payment under this clause shall be subject to the following conditions:

19.4.1 the form of restriction is imposed by the previous direction of the Chief Executive Officer or other employee authorised by him, or (if the circumstances do not permit previous direction) is subsequently approved in writing by the Chief Executive Officer or employee authorised by him:

19.4.1(a) payments shall be made under the conditions approved by the Commissioner where not inconsistent with this clause.

19.5 Payment for immediate roster and home duty shall be subject to the following conditions:

19.5.1 an employee's salary for the purpose of computation of payment shall include higher duties allowance in the nature of salary;

19.5.2 payment shall be calculated to the nearest quarter of an hour of the total period of restriction to be paid for in each fortnightly period;

19.5.3 the hourly rate of payment shall be ascertained by applying the following formula:

$$\text{Annual salary} \quad \times \quad \frac{6}{313} \quad \times \quad \frac{\text{Rate prescribed in 19.2}}{40}$$

19.6 Notwithstanding the provisions of this clause, employees who are placed in restricted situations outside their ordinary hours of duty may be paid at a rate per period of restriction or some other specified period of time, approved by the Commissioner having regard to the average incidence of the restriction period to which the employee is normally subject and to the rates prescribed herein for individual periods of restriction.

19.7 Where an employee, whilst in any restricted situation specified in 19.1.3(a), 19.1.3(b) and 19.1.3(d), is required to attend to perform duty the payment for such attendance, whether he actually performs duty or not, shall be subject to the minimum payment provisions contained in 17.3.

PART 6 - LEAVE OF ABSENCE, PUBLIC HOLIDAYS AND GENERAL CONDITIONS OF SERVICE

20. RECREATION LEAVE

20.1 Employees are entitled to paid recreation leave for each year of employment as follows:

20.1.1 a basic paid annual leave credit of four weeks; and

20.1.2 subject to 20.3, an additional paid annual leave credit of seven consecutive days including non-working days for a seven day shift worker, as defined in By-law 6(1), as varied from time to time.

20.2 The entitlement accrues to an employee on 1 January each year. Employees with less than a year of service will receive a pro rata entitlement.

20.3 A shift worker rostered to perform duty on less than ten Sundays during a year will receive an additional paid annual leave credit at the rate of half a day for each Sunday rostered.

20.3.1 A rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in 20.1.2 and 20.3.

20.4 Where an employee ceases employment, the employee is entitled to payment in lieu of recreation leave. The employee will be paid the value of any outstanding leave credits plus any pro rata entitlements under 20.1 for which the employee is eligible.

20.4.1 Payment in lieu will be calculated using the employee's final rate of salary including allowances that would have been included during recreation leave.

20.5 An employee may accumulate a maximum of two years annual leave credit. An employee employed before 1978 and compulsory transferred to the Northern Territory Public Service under the provisions of section 38 or 40 of Part VI of the *Public Service Act 1976*, may accumulate three years recreation leave credit.

20.5.1 If the employee has not taken recreation leave within the time period provided in 20.5, the portion of leave in excess of the maximum will be forfeited. Recreation leave forfeited may be restored where the employee commences utilisation of the credit restored within six months. Any credit approved to be restored but not utilised within six months will be forfeited without further restoration.

20.6 Where a public holiday occurs during recreation leave, the employee is entitled to payment at the rate of recreation leave, and the period of the public holiday is not deducted from the recreation leave entitlement.

20.7 Where an employee dies, or the employer has directed that the employee be presumed to have died on a particular date, payment in lieu of recreation leave calculated in accordance with 20.4 may be made to the employee's legal personal representative or, when authorised by the employee's legal personal representative, to another person at the employer's discretion.

20.8 Leave loading

20.8.1 In addition to normal salary payment for recreation leave, an employee is entitled to leave loading in the amount of:

20.8.1(a) The lesser of:

20.8.1(a)(i) 17.5% of the value of the recreation leave credit based on the employee's salary including allowances in the nature of salary as at 1 January in the year in which the recreation leave accrued; or

20.8.1(a)(ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the September quarter of the year preceding the year in which the date of accrual occurs; or

20.8.1(b) The greater of:

20.8.1(b)(i) any shift penalties to which the employee would have been entitled had the employee not been on recreation leave; or

20.8.1(b)(ii) the amount of leave loading in 20.8.1(a).

20.8.2 Leave loading is payable to an employee who is approved to use at least one week of recreation leave credits.

20.8.3 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.

20.8.4 Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at 20.8.1 will be the salary payable had the employee been employed on January 1 of that year.

21. PERSONAL LEAVE

21.1 Paid personal leave is available to an eligible employee who is absent due to:

21.1.1 personal illness or injury (sick leave); or

21.1.2 caring for a family or household member who is sick; or

21.1.3 bereavement on the death of a member of an employee's immediate family or of a child or parent of the employee's spouse or de facto spouse (bereavement leave).

21.2 Sick leave

21.2.1 An employee may be granted sick leave for absence due to illness or injury or where the employee is required to care for a sick family member for whom the employee is responsible for care and support.

21.2.2 The amount of sick leave available for personal illness or injury is:

21.2.2(a) three weeks on permanent appointment and on completion of each twelve month period of continuous service; or

21.2.2(b) for a temporary employee:

21.2.2(b)(i) one week in each two month period of temporary employment up to a maximum of three weeks within the first twelve months of temporary employment;

21.2.2(b)(ii) six weeks at the completion of the first twelve months temporary employment less any leave taken within the first twelve months; and

21.2.2(b)(iii) three weeks on completion of each subsequent twelve month period of temporary employment.

21.2.3 Sick leave credits are cumulative.

21.2.4 Absences which do not count as service defer the next accrual by one day for each day's absence.

21.2.5 Sick leave - carer's leave

The amount of sick leave available to care for a sick family member is ten days in each sick leave year.

21.2.6 Grant of sick leave

21.2.6(a) An employee may be granted sick leave with pay:

21.2.6(a)(i) on production of satisfactory medical evidence, to the extent of available credits for personal illness or injury, or to the extent of ten days in any sick leave year to care for a family or household member; or

21.2.6(a)(ii) without production of satisfactory medical evidence, to the extent of five days in any sick leave year. No more than three consecutive days may be taken without a medical certificate.

21.2.6(b) Sick leave granted in accordance with 21.6.1 may be paid:

21.2.6(b)(i) at full pay; or

21.2.6(b)(ii) at half pay, at the employee's request, where the absence is at least one day.

21.2.6(c) An employee who has exhausted all available sick leave credits and who has produced satisfactory medical evidence may be granted:

21.2.6(c)(i) additional leave on half pay; or

21.2.6(c)(ii) sick leave without pay.

21.2.6(d) The maximum continuous period of sick leave that may be granted is 78 weeks of which no more than 52 weeks may be paid leave.

21.2.6(e) Sick leave will not be granted to an employee beyond the day immediately preceding the employee's prescribed maximum retiring age.

21.2.6(f) An employee who has been granted leave other than recreation leave, long service leave or maternity leave will not be granted sick leave during the period of that other leave.

21.3 Bereavement leave

An employee is entitled to three days paid leave on each occasion of the death of a member of the employee's immediate family or of a child or parent of the employee's spouse or de facto spouse.

21.4 War service leave

Where satisfactory medical evidence is produced that absence from duty was on the account of illness which originated from war service, the Commissioner shall determine the conditions under which sick leave may be granted under By-law 7(17), as varied from time to time.

22. OTHER LEAVE

22.1 Emergency leave

An employee shall be eligible for the grant of personal emergency leave in accordance with and under the conditions of By-law 15, as varied from time to time.

22.2 Jury and witness leave

Leave to enable an employee to attend as a witness or juror shall be granted in accordance with and under the conditions of By-laws 20 and 21, as varied from time to time.

22.3 Leave for defence purposes

Leave of absence for defence purposes shall be granted to employees in accordance and under the conditions of By-law 14, as varied from time to time.

22.4 Leave to attend industrial proceedings

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

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

23. PUBLIC HOLIDAYS

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

23.2 The following days will be observed as public holidays except that if they fall on Saturday or Sunday, a 'substitute day' will be determined in accordance with the directions stated below:

23.2.1 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the substitute day will be the following Monday;

23.2.2 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December will be the substitute day;

23.2.3 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December will be the substitute day.

23.3 Except as provided for Christmas Day in 23.4, the following will apply in relation to any 'substitute day' being prescribed in the event of a public holiday falling on a Saturday or Sunday:

23.3.1 the substitute day will be treated for all purposes as the public holiday;

23.3.2 the day substituted will be treated as Saturday or Sunday, where applicable.

23.4 Where an employee performs duty on both Christmas Day and a substitute day as per 23.2.2, Christmas Day will attract payment at the public holiday rate prescribed in 15.4, and the substitute day will be paid at the non-holiday Saturday or Sunday rate as appropriate.

24. REDUNDANCY

Employees shall be subject to the provisions of the Northern Territory Public Service Redundancy Provisions Award 2001 [Print PR902657 [AW806389]], as amended from time to time.

25. CLASS OF OVERSEAS AIR TRAVEL

An eligible employee shall be subject to the provisions of the Northern Territory Public Service (Class of Overseas Air Travel On Duty) Award 1987 [Print G7174 [AW790711]], as amended from time to time.