

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

NORTHERN TERRITORY PUBLIC SECTOR (GENERAL CONDITIONS  
OF SERVICE) AWARD 2000

This award as varied to 4 January 2002 (variation [PR912922](#)) comprises pages:

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**Note:** This award is partially superseded by the Batchelor Institute of Indigenous Tertiary Education (General Staff) Conditions of Service Award 2003 [AW822796] with respect to employees of the Institute

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.33 action on the Commission's own motion  
(C No. 80072 of 1998)

Review of awards pursuant to Item 51 of Part 2 of Schedule 5 of the  
*Workplace Relations and Other Legislation Amendment Act 1996*  
(C No. 00035 of 1998)

**NORTHERN TERRITORY PUBLIC SERVICE (GENERAL CONDITIONS OF  
SERVICE) AWARD 1987**  
(ODN C No. 02291 of 1986)  
[Print G7172 [N0057]]

Various employees

Northern Territory administration

COMMISSIONER EAMES

DARWIN, 10 AUGUST 2000

*Award simplification.*

**ORDER**

A. Further to the decision issued by the Commission on 17 July 2000, [Print S8210] the above award is varied as follows:

By deleting all clauses and schedule A and inserting the following:

**PART 1 - APPLICATION AND OPERATION OF AWARD**

**1. AWARD TITLE**

This award will be known as the Northern Territory Public Sector (General Conditions of Service) Award 2000.

**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 awards

## **Part 2 - Communication, consultation and dispute resolution**

8. Grievance and dispute settling procedures
9. Grievance and dispute resolution training

## **Part 3 - Employer and employees' duties, employment relationship and related arrangements**

10. Engagement of employees
11. Regular part-time employment

## **Part 4 - Wages and related matters**

12. Increments
13. Allowances
14. Superannuation

## **Part 5 - Hours of work, breaks and overtime**

15. Hours of work
16. Overtime
17. Emergency duty
18. Restriction duty
19. Shift work

## **Part 6 - Leave of absence and public holidays**

20. Recreation leave
21. Personal leave
22. Sick leave
23. Bereavement leave
24. Maternity leave – general
25. Maternity leave – 12 month option
26. Maternity leave – 6 year option
27. Parental leave
28. Maternity leave – compulsory transferees
29. Parental leave – basic entitlement
30. Leave to attend industrial proceedings
31. Public holidays

## **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 or Northern Territory 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 Act;

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

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

#### 4. DEFINITIONS

In this award:

4.1 **Act** means the *Northern Territory Public Sector Employment and Management Act 1993*.

4.2 **Agency** means an Agency as defined in the Act.

4.3 **Commissioner** means the Commissioner for Public Employment as defined in the Act.

4.4 **Compulsory transferee** means an employee who was compulsorily transferred to the Northern Territory Public Service from:

4.4.1 the Commonwealth Public Service; or

4.4.2 the former Northern Territory Public Service;

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

4.5 **Continuity of service** means the period for which an employee has performed duty including approved periods of paid leave and periods of unpaid leave which have been specified as counting as service for all purposes. It does not include unauthorised absences.

4.6 **Employee** means a person employed in the public sector on a permanent, temporary or fixed-term basis in accordance with the Act.

- 4.7 Full-time employee** means an employee normally required to work ordinary time hours of 36.75 or 38 per week.
- 4.8 Ordinary time** means the hours and days that an employee is normally required to work not exceeding 38 hours or 36.75 hours per week within the span of 8.00 a.m. to 6.00 p.m. or the hours specified in another award applicable to the employee.
- 4.9 Union(s)** means an industrial organisation listed in clause 6 - Parties bound of this award.

## **5. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION**

This award will come into effect on 17 July 2000 and continue in force for a period of twelve months.

## **6. PARTIES BOUND**

This award applies to and is binding upon:

- 6.1** The Commissioner, and the;
- 6.2** Association of Professional Engineers, Scientists and Managers Australia;  
Australian Liquor, Hospitality and Miscellaneous Workers Union;  
Australian Manufacturing Workers Union;  
Australian Nursing Federation;  
Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;  
Community and Public Sector Union; and  
National Union of Workers;

in respect of public sector employees who are members or eligible to be members.

## **7. RELATIONSHIP WITH OTHER AWARDS**

### **7.1 Succession of previous awards**

**7.1.1** This award supersedes the:

- Northern Territory Public Service (General Conditions of Service) Award 1987 [Print G7172 [N0057]];
- Northern Territory Public Sector (Federated Miscellaneous Workers Union) Superannuation Award 1988 [Print H6936 [N0084]];
- Northern Territory Public Sector (General) Productivity Superannuation (Interim) Award 1988 [Print H6644 [N0089]];
- Northern Territory Public Sector Superannuation Award 1988 [Print H4237 [N0079]];
- Northern Territory Public Sector Salaries and Conditions of Employment Agreement 1987 [Print G9919 [N0067]]; and
- Northern Territory Public Sector Salaries and Conditions of Service (Professional Engineers) Agreement 1987 [Print H0662 [N0068]].

## **PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **8. GRIEVANCE AND DISPUTE SETTLING PROCEDURES**

**8.1** In the event of a dispute arising, every endeavour will be made to settle it by direct consultation and negotiation between the parties to this award. To facilitate the settlement of any dispute, the following procedures will apply:

**8.1.1** the employee(s) and the supervisor will meet and confer on the matter(s);

**8.1.2** if the matters are not resolved at such a meeting, the parties will arrange for further discussions between the employee(s) and their nominated representative, if any, and more senior levels of management; within 48 hours.

**8.2** If the matters are still not resolved, within a further 24 hours a discussion will be held between the employer and the relevant union or other employee representative.

**8.3** If the matters cannot be resolved either party may refer them to the Australian Industrial Relations Commission, for conciliation and/or determination.

**8.4** While the parties are attempting to resolve the matter(s), work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

### **9. GRIEVANCE AND DISPUTE RESOLUTION TRAINING**

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

**9.1.1** that agency operating requirements permit the grant of leave; and

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

**9.2** Leave granted under 9.1 will be with full pay at ordinary time, excluding shift, penalty or overtime payments, and will count as service for all purposes.

## **PART 3 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **10. ENGAGEMENT OF EMPLOYEES**

**10.1** A person may be engaged as an employee on a full-time or part-time basis.

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

**10.2.1** the type of employment;

- 10.2.2 whether a probationary period applies and, if so, the expected duration of the period and advice regarding the maximum duration of the period;
- 10.2.3 if the person is engaged as a fixed-term employee, the project or task in relation to which the person has been engaged and/or the duration of the engagement; and
- 10.2.4 advice of the main instruments governing the terms and conditions of their employment.

## **11. REGULAR PART-TIME EMPLOYMENT**

- 11.1 Employees in any classification may be employed as regular part-time employees for an agreed number of regular hours per week which is less than the ordinary hours of duty of 36.75 or 38 per week specified in this or another applicable award.
- 11.2 Regular part-time employees will receive, on a pro rata basis, equivalent pay and conditions to those of a full-time employee engaged for the same kind of work.
- 11.3 An employee engaged on a full-time basis will not be required to convert to regular part-time employment nor to transfer without their consent to enable regular part-time employment.
- 11.4 At the time of engagement or of conversion from full-time employment, 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.
- 11.5 Any agreed variation to the regular pattern of work will be recorded in writing.
- 11.6 A regular part-time employee will be paid a minimum of:
  - 11.6.1 two hours pay on any day they work where the hours of full-time employees engaged for the same kind of work are 36.75 per week; or
  - 11.6.2 four hours pay on any day they work where the hours of full-time employees engaged for the same kind of work are 38 per week.
- 11.7 The span of hours during which a part-time employee may work their regular agreed hours will be the same span applicable to full-time employees.
- 11.8 All time worked in excess of the hours as mutually agreed will be overtime and paid for at the rates prescribed in clause 16 - Overtime of this award.

## **PART 4 - WAGES AND RELATED MATTERS**

### **12. INCREMENTS**

**12.1** 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.

**12.2** This incremental progression is subject to:

**12.2.1** any prescription on qualification or advancement provisions contained in an award pursuant to the relevant work value principle or on grounds of structural efficiency and work value or agreed between the parties; and

**12.2.2** an employee demonstrating satisfactory performance over the period; and

**12.2.3** an agency head not having withheld an increment from an employee on the basis that the employee has failed to meet identified performance target or work outcomes as required and has failed to attain new and/or enhanced skills required of an acceptable standard of work performance where a performance management system is in place.

**12.3** 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.

**12.4** 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.

### **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 employee under 21 years of age who is paid an age rate and is 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 age rate and the age rate of the higher classification (where applicable) or the salary the employee would receive if promoted to the higher classification.



- 13.1.3** An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.
- 13.1.4** 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.
- 13.1.5** An employee who performs the duties of a higher classification will be subject to the conditions of service of the higher classification, including the criteria determined by the Commissioner or the relevant award for advancement beyond a salary barrier point.
- 13.1.6** 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, 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.
- 13.1.7** 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 12.2 will be paid an increment in accordance with clause 12 - Increments.
- 13.1.8** An increment attained by higher duties will be retained for future higher duties at that classification level (or higher).
- 13.1.9** 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** An employee will be paid an allowance equivalent to their normal time salary during a period of absence necessitated by physical injury sustained:
- 13.2.1(a)** because of an act or omission of an employee (other than the employee injured) or a person not employed but performing on behalf of the Northern Territory government duties similar to those of the employee injured; or
  - 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** 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 of \$13.60 or higher rate determined by the Commissioner in addition to any overtime.

**13.3.2** A meal period means the following periods:

- 7.00 a.m. to 9.00 a.m.
- 12 noon to 2.00 p.m.
- 6.00 p.m. to 7.00 p.m.
- midnight to 1.00 a.m.

**13.3.3** Meal allowance is also payable to an employee who is required:

- 13.3.3(a)** 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;
- 13.3.3(b)** 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;
- 13.3.3(c)** 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
- 13.3.3(d)** 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.

**13.3.4** The amount of meal allowance payable under 13.3.1 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.

#### **13.4 Northern Territory allowance**

**13.4.1** An employee with dependants employed on or after 1 August 1987 will be paid Northern Territory allowance of \$960 per annum.

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

- 13.4.2(a)** an employee with dependants: \$2237 per annum;
- 13.4.2(b)** an employee without dependants: \$1277 per annum;
- 13.4.2(c)** an employee living in a locality specified in 13.4.4 with dependants: \$2440 per annum;
- 13.4.2(d)** an employee living in a locality specified in 13.4.4 without dependants: \$1500 per annum.

**13.4.3** The amount of Northern Territory allowance payable to an employee under 13.4.2 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.

**13.4.4** Localities where the rate in 13.4.2(c) and 13.4.2(d) applies are:

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

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

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

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

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

**13.4.4(b)** a place or locality determined by the Commissioner from time to time.

### **13.5 Leave airfare allowance**

**13.5.1** An employee who was:

**13.5.1(a)** employed prior to 1 August 1987; or

**13.5.1(b)** appointed to the Northern Territory Teaching Service prior to 12 April 1990; or

**13.5.1(c)** permanently transferred in accordance with the *Public Employment Mobility Act 1989* to the Northern Territory Public Service or the Northern Territory Teaching Service with a date of commencement in public employment preceding 1 August 1987 or 12 April 1990 respectively;

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.

**13.5.2** A **dependent** in 13.5.1 is an employee's spouse or de facto spouse, and children over the age of three years who:

**13.5.2(a)** reside permanently with the employee;

**13.5.2(b)** are not in receipt of income, the weekly average of which over the six month period immediately preceding the date of accrual of the allowance and over the six month period immediately preceding the date of allowance utilisation, exceeds the weekly minimum adult wage; and

**13.5.2(c)** are not eligible for fares assistance as a term or condition of service from any other source; and

and any other person approved by the Commissioner for the purpose.

- 13.5.3** The amount of the allowance in respect of children is limited to the cost of an economy class return airfare which would be incurred after discount of any student concession or similar available discount.
- 13.5.4** The allowance will be paid on the payday following the date of accrual as a taxable lump sum. An employee who elects not to be paid the allowance and who does not utilise the allowance prior to the next accrual date will receive payment of the allowance on the payday prior to the next leave airfare allowance accruing.
- 13.5.5** An employee may accrue a maximum of three leave airfare allowances and on the date a fourth allowance accrues the first allowance lapses.
- 13.5.6** The allowance is payable in respect of each person travelling during one period of leave or on one application.
- 13.5.6(a)** The allowance is not payable in respect of a period of leave without pay except when taken in conjunction with parental leave.
- 13.5.7** On cessation of employment, an unused accrued leave airfare allowance in respect of the employee or dependent may be provided as a one-way entitlement.
- 13.5.8** An employee entitled to receive leave airfare allowance in accordance with 13.5.1 may instead claim kilometre allowance at 13.6 and leave travelling time allowance at 13.7. An employee who so elects may at any time revoke the election and request payment of the leave airfare allowance.
- 13.5.9** A married employee employed on or before 31 July 1987 who was compulsorily transferred to the Northern Territory Public Sector 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 eligible spouse and recognised dependents between:
- 13.5.9(a)** Darwin, and Brisbane, Sydney, Melbourne, Adelaide, or Perth;
- 13.5.9(b)** Alice Springs, and Brisbane (via Mt Isa), Sydney, Melbourne, Adelaide or Perth (direct flight);
- 13.5.9(c)** Katherine and Tennant Creek, and Sydney, Melbourne or Adelaide; or
- 13.5.9(d)** Nhulunbuy, and Brisbane or Sydney (via Mt Isa or Cairns), Melbourne (via Brisbane or Adelaide), Adelaide or Perth (via Darwin);
- on completion of each two years service.
- 13.5.9(e)** leave airfare allowance is payable to a married male employee in respect of a spouse provided the spouse is not employed by the Commonwealth Public Service, a Commonwealth Government authority, the Northern Territory Public Sector or a prescribed authority (except if employed in the Northern Territory Public Sector on or after 1 August 1987), and in respect of children under the age of eighteen years who reside with the employee.

- 13.5.9(f)** An unmarried employee employed on or before 31 July 1987 who was compulsorily transferred to the Northern Territory Public Sector and who is not maintaining dependent children, is entitled to leave airfare allowance for themselves only
- 13.5.9(g)** An employee stationed at Katherine, Tennant Creek or Alice Springs who travels to Darwin at the employee's own expense may be granted leave airfare allowance at a rate calculated from Darwin to Perth in lieu of the normal entitlement to the allowance.
- 13.5.9(h)** The maximum allowance payable is the equivalent of the return economy class airfare from the employee's usual place of employment to the nearest capital city in 13.5.9.
- 13.5.9(i)** An employee in receipt of leave airfare allowance in accordance with 13.5.9 is also entitled to leave travelling time allowance of 13.7 in conjunction with the allowance.
- 13.5.9(j)** **spouse** in 13.5.9 includes a partner of a de facto relationship of at least six months duration.
- 13.5.9(k)** a **dependent** in 13.5.9 is a child under the age of eighteen years who resides with an employee and who is not entitled to fares assistance from any other source, or a child over the age of eighteen years who resides with the employee and is certified by a medical practitioner as permanently incapacitated.

## **13.6 Kilometre allowance**

- 13.6.1** An employee may utilise leave airfare allowance under the provisions of 13.5 as kilometre allowance where the employee chooses to travel by road driving a private vehicle.
- 13.6.1(a)** An employee who utilises leave airfare allowance in accordance with 13.5.9 and undertakes travel by surface transport (bus, train, private vehicle etc.) will be granted leave travelling time allowance for the forward and return journeys.
- 13.6.2** The rate of kilometre allowance is at the rate per kilometre determined by the Commissioner for vehicle allowance, and an additional component determined by the Commissioner as passenger allowance rate.
- 13.6.3** The maximum allowance payable is the lesser of the kilometre and passenger allowances, and the cost of a return airfare to Adelaide for the employee and recognised dependents travelling.
- 13.6.3(a)** Where travel is undertaken wholly within the Northern Territory, the amount of kilometre allowance payable will equal the economy Adelaide return airfare for the employee and recognised dependents.

**13.6.4** If applicable, leave travelling time allowance is available in accordance with 13.7.

### **13.7 Leave travelling time allowance**

**13.7.1** An employee who chooses to travel by private road vehicle and receive kilometre allowance in lieu of leave airfare allowance is entitled to additional travelling time, the maximum number of days of which will be determined by the Commissioner.

**13.7.1(a)** An employee who utilises leave airfare allowance in accordance with 13.5.9 and undertakes travel by surface transport (bus, train, private vehicle etc.) will be granted leave travelling time allowance for the forward and return journeys.

**13.7.2** Leave travelling time allowance will be provided only where a period of at least four weeks recreation leave is utilised in conjunction with an entitlement to leave airfare allowance, and will not be provided in conjunction with any other leave.

**13.7.3** Leave travelling time allowance will be granted once only in a period of twelve months, and is not available on the cessation of duty.

**13.7.4** Where travel is undertaken to a destination other than Adelaide, the period of travelling time is calculated as one day for each 800 kilometres, less one day for each of the forward and return journeys, to a maximum determined by the Commissioner.

**13.7.5** The number of days travelling time will be added to the end of the period of leave during which the travel is undertaken and will include weekends and programmed days off but exclude public holidays.

### **13.8 Excess travelling time**

**13.8.1** 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:

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

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

**13.8.2** 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.

**13.8.3** Travelling time includes:

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

- 13.8.3(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
- 13.8.3(c)** time spent in travelling on transfer where transfer expenses are allowed, unless the transfer involves promotion;
- 13.8.3(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.

**13.8.4** Travelling time does not include:

- 13.8.4(a)** time of travelling during which an employee is required to perform duty other than care of kit;
- 13.8.4(b)** time of travelling by ship on which accommodation and meals are provided; or
- 13.8.4(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.

**13.8.5** 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.

**13.8.6** 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.

**13.8.7** 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:

- 13.8.7(a)** one half hour in any one day; or
- 13.8.7(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
- 13.8.7(c)** three hours in any pay period where the employee's ordinary hours are rostered on six days of the week.



- 13.8.8** 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 13.8.3(d) is double time.
- 13.8.9** An employee in receipt of a salary exceeding the first incremental point of the Administrative Officer 4 salary will not be entitled to payment for excess travelling 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** The structure and administration of the superannuation fund will be as agreed between the parties and by trust deed.
- 14.4** Where another award binding the employer governs superannuation entitlements of an employee, the other award will prevail.

## **PART 5 - HOURS OF WORK, BREAKS AND OVERTIME**

### **15. HOURS OF WORK**

- 15.1** The ordinary hours of duty for all full-time employees will be 36.75 per week, or 38 hours per week, as specified in an award applicable to the employee's classification.
- 15.2** Part-time employees in any classification are employed for less than the ordinary hours of duty specified in this award for an agreed number of regular hours per week with conditions and entitlements as provided in the relevant clauses of this award.
- 15.3** Unless otherwise provided for in this award, the ordinary hours of duty of employees are confined to the five days Monday to Friday per week.
- 15.4** The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks do not break continuity.
- 15.4.1** An employee will not work more than five hours without a meal break.

## **15.5 Saturday duty**

- 15.5.1** An employee, other than a shift worker, who is rostered to perform ordinary duty on a Saturday will be paid at the rate of 140% of the employee's ordinary rate of pay.
- 15.5.2** 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.
- 15.5.3** 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.

## **15.6 Sunday duty**

- 15.6.1** Sunday pay will be granted for any scheduled duty performed between midnight on Saturday and midnight on Sunday.
- 15.6.2** 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.
- 15.6.3** Overtime worked on a Sunday will be paid for at the rate of double time.
  - 15.6.3(a)** In the case of a Sunday overtime attendance not continuous with ordinary duty, payment will be subject to the minimum overtime payment provision at 16.4 - Minimum payment.
- 15.6.4** 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.
- 15.6.5** An employee required to attend for duty on Sunday who has conscientious scruples against Sunday duty is entitled to seek to furnish a substitute.
- 15.6.6** 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 is not eligible to receive payment for, or a period off duty in respect of, overtime duty performed on a Sunday.
- 15.6.7** 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.

## **15.7 Public holiday duty**

- 15.7.1** **Public holiday** means a holiday as prescribed in 28 - Public holidays.

- 15.7.2** 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.
- 15.7.3** The minimum extra payment payable under 15.7.2 for each separate attendance will be four hours in the case of employees who are not in any restriction situation specified in 18 - Restriction duty.
- 15.7.4** The minimum extra payment payable under 15.7.2 for each separate attendance will be three hours in the case of employees who are in any restriction situation specified in 18 - Restriction duty other than passive duty or duty employee.
- 15.7.4(a)** 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.
- 15.7.5** For the purposes of 15.7.2, 15.7.3 and 15.7.4:
- 15.7.5(a)** duty broken by a meal period will not constitute more than one attendance; and
- 15.7.5(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.
- 15.7.6** Overtime worked on a public holiday will be paid at the rate of two and a half times the employee's salary rate.
- 15.7.6(a)** In the case of a holiday overtime attendance not continuous with ordinary duty, payment will be subject to the minimum overtime payment provision at 16.4 - Minimum payment.
- 15.7.7** 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 is not eligible to receive payment for duty other than rostered duty or for overtime worked on a public holiday.
- 15.7.8** 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.
- 15.7.8(a)** Where it is not practicable to grant a day's leave in accordance with 15.7.8, the employee will be paid instead one day's pay at the ordinary rate.

## 16. OVERTIME

### 16.1 General conditions

**16.1.1** Overtime is worked by prior direction or, if circumstances do not permit prior direction, is subsequently approved in writing.

**16.1.2** Unless otherwise provided for in clause 19 - Shift work, duty is considered overtime where it is performed on:

**16.1.2(a)** Monday to Friday outside the span of ordinary hours;

**16.1.2(b)** 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

**16.1.2(c)** a Saturday, Sunday or public holiday.

**16.1.3** A part-time employee in a classification the minimum salary of which is below the maximum salary of the classification of Administrative Officer 6 will be paid:

**16.1.3(a)** for all duty performed which is not continuous with the employee's regular agreed hours as prescribed at 11.4;

**16.1.3(b)** for all duty performed on any day which is continuous with the employee's regular agreed hours as prescribed at 11.4, which in whole or in part falls outside the period 8.00 a.m. to 6.00 p.m., where the employee also completes the regular agreed hours of duty on that day; and

**16.1.3(c)** for duty which is continuous with the employee's regular agreed hours, which falls wholly within the period 8.00 a.m. to 6.00 p.m., and which exceeds, in any one week, that employee's regular agreed hours of duty as prescribed at 11.4.

**16.1.4** An employee's salary for the purpose of calculation of overtime will include higher duties and other allowances in the nature of salary.

**16.1.5** Overtime is calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period.

**16.1.6** The hourly rate for overtime payment will be ascertained by applying the following formulae:

**16.1.6(a) Time and a half rate:**

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

**16.1.6(b) Double time rate:**

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

**16.1.6(c) Double time and a half rate:**

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

**16.1.7** In applying the formula at 16.1.6, prescribed weekly hours before overtime is payable are 38, with the exception of overtime worked on Sunday and outside ordinary hours on public holidays by employees whose weekly hours are 36.75 where prescribed weekly hours before overtime is payable are 36.75.

**16.1.8** 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 is not eligible to receive overtime payment.

**16.1.9** A part-time employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Administrative Officer 6 will be paid at the employee's normal hourly rate in respect of duty performed outside the regular agreed hours, subject to the total of regular agreed hours and extra duty not exceeding:

**16.1.9(a)** on any day a maximum of either seven hours and 21 minutes or seven hours and 36 minutes regular and extra duty as applicable to an equivalent full-time employee; and

**16.1.9(b)** in any week a maximum of either 36 hours and 45 minutes or 38 hours regular and extra duty as applicable to an equivalent full-time employee.

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

**16.2 Time off in lieu**

**16.2.1** 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:

**16.2.1(a)** an employee who is to receive payment in accordance with 16.2.1 and is promoted beyond the salary barrier for payment of overtime, will be paid at the salary rate applicable to the employee immediately prior to the employee's promotion.

- 16.2.2** The maximum amount of time off in lieu that can be accrued is 40 hours, although no upper limit applies to seasonal workers.
- 16.2.3** 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 16.3.2.

### **16.3 Rates**

- 16.3.1** With the exception of rates provided for in clause 19 - Shift work, overtime worked Monday to Saturday will be paid at time and a half for the first three hours and double time thereafter.
- 16.3.2** Overtime worked on Sunday will be paid at double time rate.
- 16.3.3** Overtime worked on a public holiday will be paid at a rate of double time and a half.

### **16.4 Minimum payment**

- 16.4.1** The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be four hours at the prescribed overtime rate.
- 16.4.2** 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.
- 16.4.3** 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.
- 16.4.4** An employee who performs overtime while in a restriction situation under clause 18 - Restriction duty, will be entitled to a minimum overtime payment of three hours at the prescribed overtime rate.
- 16.4.5** The minimum payment provisions do not apply to 17.3.

## **17. EMERGENCY DUTY**

- 17.1** 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.

- 17.2** The time for which payment is made will include time necessarily spent in travelling to and from duty.
- 17.3** The minimum payment for emergency duty is two hours at double time.
- 17.4** 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.
- 17.5** The provisions of this clause do not apply to an employee whose commencement time of regular duty is altered to meet an emergency.

## **18. RESTRICTION DUTY**

- 18.1** 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.
- 18.2** Payment will be made subject to the following conditions:
- 18.2.1** Unless otherwise approved by the Commissioner, an employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Administrative Officer 6 is not eligible to receive payment;
- 18.2.2** The restriction situation is imposed by prior written direction, or is subsequently approved in writing;
- 18.2.3** The provisions of clause 17 - Emergency duty will not apply where an employee is recalled to duty while restricted;
- 18.2.4** An employee who does not maintain a required degree of readiness while restricted will not be eligible to receive payment.

### **18.3 Payment rates**

- 18.3.1** 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 18.2, be paid an allowance in addition to salary at a rate for the type of restriction as follows:

#### **18.3.1(a) On call**

An employee who is instructed prior to ceasing ordinary duty to be on restriction duty: \$5.66 per night or \$14.05 for a day and a night or higher rate determined by the Commissioner.

**18.3.1(b) Stand by**

An employee who is instructed prior to ceasing ordinary duty to be on restriction 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 18.3.2.

**18.3.1(c) 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 restriction 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 18.3.2, 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.

**18.3.1(d) 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.

**18.3.1(e) 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 18.3.1(d) for the proportion of the period calculated in accordance with 18.3.2; 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 18.3.2. 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.

**18.3.2** Payment for the rates in 18.3.1(b), 18.3.1(c) and 18.3.1(e) will only be made for:

- 18.3.2(a)** Seventy-five per cent of that part of the period of restriction 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



**18.3.2(b)** Twenty-five per cent of any period of restriction occurring in any 24 hour period outside the fourteen hours referred to in 18.3.2(a).

**18.3.3** The restricted duty allowance is payable for each hour or part hour the employee is restricted outside the employee's ordinary hours of duty.

**18.3.4** Any part of a period of restriction for which the employee receives another payment will not be included for calculating restricted duty allowance.

**18.3.5** An employee who is restricted 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.

**18.3.6** An employee who is restricted and who is recalled to duty at a place of work, will be paid in accordance with the relevant overtime provisions, subject to a one hour minimum payment.

**18.3.7** Notwithstanding these payment rate provisions, an employee who is placed in a restriction situation 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.

#### **18.4 Salary rate**

**18.4.1** An employee's salary for the purposes of calculation of the restriction duty allowance will include higher duties allowance and any other allowances in the nature of salary.

**18.4.2** Where approval has been made for payment under 18 - Restriction duty to an employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Administrative Officer 6, the annual salary component of the formula at 18.4.3 will be the maximum annual salary payable to an Administrative Officer 6.

**18.4.3** The hourly rate of payment will be calculated as follows:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \% \text{ of salary prescribed in 18.3}$$

#### **19. SHIFT WORK**

**19.1** 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.

**19.2** 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.

**19.3** 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.

**19.4** 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.

### **19.5 Payment rates**

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

**19.5.1(a)** ordinary duty performed on a shift, any part of which falls between 6.00 p.m. and 6.30 a.m. - 15%;

**19.5.1(b)** 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%;

**19.5.1(c)** ordinary duty performed Saturday - 50%;

**19.5.1(d)** ordinary duty performed on a Sunday - 100%;

**19.5.1(e)** ordinary duty performed on a public holiday - 150%.

**19.5.2** The provisions of 19.5.1(c) apply only to an employee who performs duty on:

**19.5.2(a)** alternating or rotating shifts involving the performance of rostered duty:

**19.5.2(a)(i)** 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

**19.5.2(a)(ii)** terminating at or before 8.00 a.m. or after 1.00 p.m. on Saturday; or

**19.5.2(b)** a constant shift involving the regular performance of ordinary duty after 1.00 p.m. on Saturday; or

**19.5.2(c)** a shift which, but for its being worked continuously, would fall within the terms of 19.5.2(a).

### **19.6 Sunday duty**

**19.6.1** A shift worker who is required to perform a full day's duty on a Sunday in addition to the employee's rostered ordinary 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 at the employee's ordinary rate.

**19.6.2** A shift worker required to attend for duty on Sunday who has conscientious objections to Sunday duty is entitled to seek to furnish a substitute.

## **19.7 Public holiday duty**

- 19.7.1** **Public holiday** means a holiday as prescribed in clause 28 - Public holidays.
- 19.7.2** Public holiday duty includes duty on December 25, whether or not another day has been declared as a substitute public holiday, except as provided for in 31.2.
- 19.7.3** The minimum additional payment payable for ordinary duty performed on a public holiday for each separate attendance is four hours.
- 19.7.4** The minimum additional payment payable to an employee in a restriction situation is three hours for each separate attendance, provided that where more than one attendance is involved, the minimum payment provision will not operate to increase an employee's additional remuneration beyond the amount the employee would have 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.
- 19.7.5** For the purposes of 19.7.3 and 19.7.4:
- 19.7.5(a)** duty broken by a meal period will not constitute more than one attendance; and
  - 19.7.5(b)** the minimum extra payment will not be applicable to holiday ordinary duty which, disregarding meal periods, is continuous with ordinary duty occurring on the day preceding or on the day succeeding the holiday.
- 19.7.6** Where, in a cycle of shifts on a regular roster, a shift worker is required to perform rostered duty on each of the days of the week, and a public holiday occurs on a day on which the employee is rostered off duty, that employee will be granted, if practicable within one month of the holiday, a day's leave in lieu of that holiday. Where it is not practicable to grant a day off, the employee will be paid one day's pay at their ordinary rate.

## **19.8 Overtime**

- 19.8.1** Shift workers will be subject to the conditions for the payment of overtime contained in clause 16 - Overtime and clause 17 - Emergency duty, unless specified below.
- 19.8.2** The provisions of clause 17 - 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.
- 19.8.3** Duty for shift workers will be considered overtime where:
- 19.8.3(a)** it is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or

**19.8.3(b)** 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.

**19.8.4** Overtime performed on a Saturday or a Sunday will be paid at the rate of double time.

**19.8.5** Overtime performed on a Saturday or a Sunday where attendance is not continuous with ordinary duty will be subject to the minimum overtime payment provisions at 16.4.

## **PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **20. RECREATION LEAVE**

[20.1 substituted by [PR912922](#) from 08Nov01]

**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** where an employee is stationed in the Northern Territory, an additional recreation leave credit of 2 weeks. This shall not affect and shall be in addition to leave accrued under clause 20.3; and

**20.1.3** an additional paid annual leave credit of seven consecutive days including non-working days for a seven day shift worker.

**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 20.1.3 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. A compulsorily transferred employee may accumulate three years recreation leave credit.

**20.5.1** If the employee has not taken recreation leave within three years 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 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)** Seventeen and a half per cent 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; and

**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; and

**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 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 household or of a child or parent of the employee's spouse or de facto spouse (bereavement leave).

## **22. SICK LEAVE**

**22.1** An employee is entitled to paid sick leave for absence due to illness or injury or where the employee is required to care for a family or household member for whom the employee is responsible for care and support.

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

**22.2.1** three weeks on permanent appointment and on completion of each twelve month period of continuous service; or

**22.2.2** for a temporary employee:

**22.2.2(a)** 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;

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

**22.2.2(c)** three weeks on completion of each subsequent twelve month period of temporary employment.

**22.3** Sick leave credits are cumulative.

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

### **22.5 Sick leave - carer's leave**

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

### **22.6 Grant of sick leave**

**22.6.1** An employee will be granted sick leave with pay:

**22.6.1(a)** 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

**22.6.1(b)** 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.

**22.6.2** Sick leave granted in accordance with 22.6.1 may be paid:

**22.6.2(a)** at full pay; or

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

**22.6.3** An employee who has exhausted all available sick leave credits and who has produced satisfactory medical evidence may be granted:

**22.6.3(a)** additional leave on half pay; or

**22.6.3(b)** sick leave without pay.

**22.6.4** The maximum continuous period of sick leave that will be granted is 78 weeks of which no more than 52 weeks may be paid leave.

**22.6.5** Sick leave will not be granted to an employee beyond the day immediately preceding the employee's prescribed maximum retiring age.

**22.6.6** 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.

## **22.7 Infectious disease**

**22.7.1** An employee who provides medical evidence of infection of or exposure to an infectious disease defined in the *Public Health Act* requiring, by law, isolation from other persons, may be granted:

**22.7.1(a)** sick leave in relation to any period of illness actually suffered; or

**22.7.1(b)** recreation leave in relation to any period during which the employee does not actually suffer illness.

## **22.8 War service**

An employee who provides medical evidence that absence from duty was due to illness originating from war service, will have conditions determined by the Commissioner under which sick leave may be granted.

## **23. 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 household or of a child or parent of the employee's spouse or de facto spouse.

## **24. MATERNITY LEAVE - GENERAL**

**24.1** An employee who was compulsorily transferred to the Public Service of the Northern Territory before 28 November 1978 will elect to choose the application of clause 26 or clause 31.

**24.2** An employee who was compulsorily transferred to the Public Service of the Northern Territory on or after 28 November 1978 but on or before 1 July 1981, has no entitlement to the application of clause 28, but will elect to choose the application of clause 25 or clause 26.



- 24.3** An employee other than one referred to in sub-clauses 24.1 or 24.2 will elect to choose the application of clause 25 or clause 26.
- 24.4** An election made in respect of this clause cannot be varied, but an election made in respect of a subsequent application for maternity or parental leave may vary from a previous election.
- 24.5** Weekends, public holidays, programmed days off and rostered days off are part of maternity leave and do not extend the period of leave.

**25. MATERNITY LEAVE - 12 MONTH OPTION**

- 25.1** Subject to sub-clauses 25.2 and 25.22 an employee who is pregnant will be granted a period of leave for maternity purposes not exceeding 52 weeks.
- 25.2** An employee eligible for maternity leave will not be granted leave beyond a date which, but for the grant of leave, would have been the employee's cessation date or end of tenure.
- 25.3** Subject to sub-clause 25.4, an employee referred to in sub-clauses 25.1 or 25.2 will commence the absence on leave 6 weeks before the expected date of birth and the absence will extend 6 weeks after the actual date of birth.
- 25.4** An employee referred to in sub-clauses 25.1 or 25.2 may be permitted to commence leave closer to the expected date of birth or return to duty less than 6 weeks after the date of birth where:
- 25.4.1** the employee produces medical evidence of the employee's fitness to continue or resume duty; and
  - 25.4.2** the agency head approves the employee's continuance on duty or return to duty.
- 25.5** An employee will furnish the following documents in support of an application for maternity leave:
- 25.5.1** not less than 3 months before the commencement of leave, medical evidence stating the estimated date of confinement to establish the commencement date of the leave; and
  - 25.5.2** the child's birth certificate or extract of birth as soon as it is available.
- 25.6** Where an employee has been employed continuously in the Public Sector for 12 months before commencing leave in accordance with sub-clauses 25.1, 25.2 or 25.3 the first 12 weeks of the employee's absence from duty will be with pay.
- 25.7** Where an employee's qualifying period of 12 months' service referred to in sub-clause 25.6 ends during the 12 week period commencing 6 weeks before the estimated date of confinement, payment will be made only for that part of the 12 week period occurring after the end of the qualifying period.

- 25.8** Within a total period of 52 weeks after the employee commences maternity leave and after the first 12 weeks of maternity leave, whether paid or unpaid, the agency head will, on application by an employee, approve:
- 25.8.1** the use of accrued recreation leave or long service leave or both; or
  - 25.8.2** the employee's absence on leave without pay.
- 25.9** An employee will not be granted sick leave in respect of breast feeding or for similar child care purposes but an employee may utilise accrued sick leave entitlements after furnishing medical evidence in accordance with clause 22 – Sick Leave.
- 25.10** Subject to the approval of the agency head, an employee on maternity leave without pay may return to duty for any period with the agency, or another agency.
- 25.11** An employee on maternity leave without pay may engage in outside employment in accordance with section 61 of the Act.
- 25.12** Employment under sub-clauses 25.10 and 25.11 will:
- 25.12.1** not prevent the employee from recommencing maternity leave; and
  - 25.12.2** not extend the maximum period of maternity leave prescribed under sub-clause 25.1; and
  - 25.12.3** be undertaken during the period prescribed under sub-clause 25.3 only where the employee produces medical evidence of the employee's fitness to undertake employment.
- 25.13** The whole of the period of paid maternity leave under clause 25 will count as service for all purposes.
- 25.14** Subject to clause 25.14.1 unpaid leave granted under clause 25 will not count as service for any purpose.
- 25.14.1** With the exception of any period during which the employee is engaged in outside employment during normal working hours, unpaid leave resulting from the application of sub-clause 25.7 will count as service for all purposes.
- 25.15** Where an employee's child is born prematurely after the commencement of maternity leave, the entitlement to and period of paid and unpaid leave remain unchanged.
- 25.16** Where an employee's child is born prematurely before the scheduled commencement of maternity leave, the leave will be deemed to have commenced on the date of the child's birth.
- 25.17** Where an employee's pregnancy is terminated before the scheduled commencement of maternity leave but not more than 20 weeks before the estimated date of confinement, maternity leave will be deemed to have commenced on the date of termination and may continue subject to this clause.

**25.18** Where an employee's pregnancy is terminated more than 20 weeks before the estimated date of confinement, the employee will have no eligibility for maternity leave and any leave required as a result of the termination may be granted under the normal provisions applying to the type of leave applied for.

**25.19** Where an employee's child is stillborn less than 20 weeks before the estimated date of confinement or after that date, or dies during the period of maternity leave, leave in accordance with this clause continues unless the employee elects to resume duty before the expiration of 52 weeks maternity leave.

**25.20** The return to duty by an employee referred to in sub-clauses 25.15 to 25.19 will be subject to the provisions of sub-clause 25.4.

**25.21** Where an employee has:

**25.21.1** applied for leave without pay for a period exceeding 6 weeks;

**25.21.2** been granted approval for the leave; and

**25.21.3** utilised at least 6 weeks of the leave,

the employee will not be entitled to apply for maternity leave under this clause until the approved period of leave without pay has expired.

**25.22** Where an employee's period of leave without pay ends during the 12 week period commencing 6 weeks before the estimated date of confinement, payment will only be made for the part of the 12 week period occurring after the end of the leave without pay.

## **26. MATERNITY LEAVE – 6 YEAR OPTION**

**26.1** An employee who is pregnant may be granted leave in accordance with this clause where the employee has completed not less than 12 months service before commencing the leave.

**26.2** Subject to sub-clause 26.3, an employee who is pregnant will cease duty and commence maternity leave not later than 6 weeks before the estimated date of confinement and will remain absent from duty on maternity leave for a period of 12 weeks which will be unpaid leave except where the employee utilises accrued sick leave credits in accordance with sub-clause 26.7.

**26.3** The employee referred to in clause 26.2 may be permitted to commence leave closer to the expected date of birth or return to duty less than 6 weeks after the date of birth where:

**26.3.1** the employee produces medical evidence of the employee's fitness to continue or resume duty; and

**26.3.2** the agency head approves the employee's continuance on duty or return to duty.

- 26.4** An employee eligible for maternity leave will not be granted leave beyond a date which, but for the grant of leave, would have been the employee's cessation date or end of tenure.
- 26.5** An employee who elects to use maternity leave in accordance with this clause will be entitled to parental leave in accordance with clause 27.
- 26.5.1** Subject to the approval of the agency head, an employee on maternity leave without pay may return to duty for any period with the agency, or another agency.
- 26.5.2** An employee on maternity leave without pay may engage in outside employment in accordance with section 61 of the Act.
- 26.5.3** Employment under sub-clauses 26.5.1 or 26.5.2 will:
- 26.5.3(a)** not prevent the employee from recommencing maternity leave; and
  - 26.5.3(b)** not extend the period of maternity leave prescribed under sub-clause 26.2; and
  - 26.5.3(c)** only be undertaken during the period prescribed under sub-clause 26.2 where the employee provides medical evidence of the employee's fitness to undertake employment.
- 26.6** An employee will furnish the following documents in support of an application for maternity leave:
- 26.6.1** not less than 3 months before the commencement of leave, medical evidence stating the estimated date of confinement to establish the commencement date of the leave; and
- 26.6.2** the child's birth certificate or extract of birth as soon as it is available.
- 26.7** An employee is not entitled to pay during the period of maternity leave unless the employee utilises accrued sick leave credits during the period.
- 26.8** An employee may elect to cease duty up to 20 weeks before the estimated date of confinement and use leave without pay, or leave with pay during this period.
- 26.9** An employee may only utilise sick leave credits under normal sick leave provisions, except during the period of maternity leave.
- 26.10** Subject to sub-clause 26.11, the period of maternity leave will, whether the period is with or without pay or utilising sick leave credits, count as service for all purposes.
- 26.11** Unpaid leave granted under sub-clause 26.2 will not count as service for any period where the employee is engaged in outside employment during normal working hours.
- 26.12** Where an employee's child is born prematurely after the commencement of maternity leave, the period of the leave remains unchanged.

- 26.13** Where an employee's child is born prematurely before the scheduled commencement of maternity leave, the leave will be deemed to have commenced on the day of the child's birth and will extend for a minimum of 6 weeks or a maximum of 12 weeks after that date.
- 26.14** Where an employee's pregnancy is terminated before the scheduled commencement of maternity leave but not more than 20 weeks before the estimated date of confinement, the period of maternity leave will be deemed to have commenced on the day of termination of pregnancy and will extend for a minimum of 6 weeks or a maximum of 12 weeks after that date.
- 26.15** Where an employee's pregnancy is terminated more than 20 weeks before the estimated date of confinement, the employee will have no eligibility for maternity leave and any leave taken as a result of the termination may be granted under the normal provisions applying to the type of leave applied for.
- 26.16** Where an employee's child is stillborn not more than 20 weeks before the estimated date of confinement or after that date, or dies during the period of maternity leave, the employee will be entitled to the period of maternity leave only and any additional leave will be granted under the normal provisions applying to the type of leave applied for.
- 26.17** The return to duty by an employee referred to in sub-clauses 26.12 and 26.16 will be subject to the provisions of sub-clauses 26.3.1 and 26.3.2.

## **27. PARENTAL LEAVE**

- 27.1** A female employee who has used maternity leave under clause 26, will parental leave without pay for any period commencing at the expiration of the period of maternity leave granted under 26.2, up to the child's sixth birthday.
- 27.2** Subject to 27.3 an employee who is adopting a child under 6 years of age is eligible to apply for parental leave without pay for any period commencing 2 weeks before the date of adoption, up to the adopted child's sixth birthday.
- 27.3** Where both adopting parents are employees, they will not both be eligible for parental leave without pay under this clause during the same period, but may utilise parental leave in accordance with sub-clause 27.5.
- 27.4** Where both parents are employees and the female employee utilises maternity leave under clause 26, the male employee will be eligible to apply for parental leave without pay in accordance with this clause, subject to approval by the agency head.
- 27.5** Where both parents are eligible for parental leave, they may apply for alternating periods of leave where the first interchange may be made at any time and subsequent interchanges will be for a period not less than 12 months unless otherwise approved by the agency head.
- 27.6** Except where granted under sub-clause 27.23, when the continuity of parental leave is broken by both parents resuming duty neither parent will be eligible to recommence parental leave in respect of the child.

- 27.7** An employee will furnish the following documents in support of an application for parental leave in respect of adoption as soon as they become available
- 27.7.1** the adoption papers as proof of eligibility; and
  - 27.7.2** the child's birth certificate or extract to determine the maximum extent of leave under this clause.
- 27.8** Where an employee's child dies during the period of parental leave granted in accordance with this clause, the leave will cease on the date of the child's death and the employee will be deemed to be on leave without pay.
- 27.9** Leave without pay referred to in sub-clause 27.8 does not count as service for any purpose.
- 27.10** An employee may, within one month after the child's death, apply for unpaid or other available paid leave to apply from the date of the child's death which may be granted to commence retrospectively.
- 27.11** Where an employee on parental leave at the time of the child's death does not apply for leave under sub-clause 27.10, the employee will resume duty one month after the date of the death.
- 27.12** Where an employee again becomes pregnant during a period of parental leave, the period may be extended until the sixth birthday of the child of the subsequent pregnancy.
- 27.13** Where an employee becomes pregnant during a period of parental leave, being a period of duty as a result of interchange, and the other parent is utilising the interchange provisions away from duty, the parental leave entitlement for the male employee, in respect of the first child, ceases immediately the female employee commences maternity leave in respect of the subsequent pregnancy.
- 27.14** An employee will give to the agency head notification in writing of his or her intention to apply for leave under this clause not less than 3 months before the commencement of leave or, in respect of adoption, as soon as the date of adoption is known.
- 27.15** Where an employee intends to return to duty prior to the expiration of the leave originally approved, the employee will give the agency head, within a period determined by the agency head, notification of the intention to return to duty.
- 27.15.1** Any return to duty under sub-clause 27.15 is at the discretion of the agency head.
- 27.16** Parental leave without pay will not count as service for any purpose but will not constitute a break in continuity of service.
- 27.17** An employee may utilise –
- 27.17.1** accrued and pro rata recreation leave; and

**27.17.2** long service leave available,

at the commencement of a period of parental leave under normal conditions relevant to the leave utilised.

**27.18** Where an employee utilises pro rata recreation leave, it will be calculated to the end of the period of paid leave (including recreation and long service leave if applicable) to include all completed months of service at that time.

**27.19** For the purposes of 27.18, service in respect of any period of leave without pay which counts as service will be included in the calculation.

**27.20** An employee who has commenced parental leave without pay will not be entitled to break the period of leave without pay with periods of paid leave including sick leave.

**27.21** Where an employee does not utilise his or her accrued leave credits before commencing parental leave without pay, the credits will be frozen until such time as the employee resumes duty either on an interchange basis or at the expiration of parental leave, ceases to be an employee of the Public Sector.

**27.22** An employee who has resumed duty under the interchange provisions may utilise recreation leave, including pro rata recreation leave, sick leave and/or long service leave at any time during that period of duty or following that period in accordance with the provisions that apply to the type of leave utilised, notwithstanding that the other parent may be on parental leave without pay at the same time.

**27.23** Subject to the approval of the agency head, an employee on parental leave may return to duty for any period with the agency, or another agency.

**27.24** An employee on parental leave may engage in outside employment in accordance with section 61 of the Act.

**27.25** Employment under sub-clauses 27.23 or 27.24 will -

**27.25.1** not prevent the employee from recommencing parental leave; and

**27.25.2** not extend the maximum prescribed period of parental leave under sub-clauses 27.1 or 27.2.

**27.26** The agency head will, in writing, advise an employee of this clause before the employee commences parental leave.

**27.27** Where an employee returns to duty after parental leave he or she will, subject to sub-clause 27.28, be reinstated in the Public Sector at the level held by the employee before he or she commenced maternity or parental leave.

**27.28** Where an employee cannot be placed in a permanent vacancy at the level held by the employee before commencing maternity or parental leave because of the non availability of vacancies, lack of retention of skills or for any other reason, the agency head may take action under the relevant redeployment procedures.

## **28. MATERNITY LEAVE – COMPULSORY TRANSFERREES**

- 28.1** This clause applies only to an employee who was compulsorily transferred to the Public Service of the Northern Territory before 28 November 1978.
- 28.2** The period of mandatory leave granted under this clause will not be reduced.
- 28.3** The agency head may grant to an eligible employee who is pregnant a maximum of 52 weeks maternity leave comprising a paid mandatory period of 12 weeks and an optional period of 40 weeks that is unpaid but subject to the use of paid credits during the latter period.
- 28.4** An eligible employee will commence the 12 weeks mandatory period of maternity leave not later than 6 weeks before the expected date of birth and the leave will extend to 6 weeks after the actual date of birth.
- 28.5** Where the birth is later than expected the agency head will extend the mandatory period of paid maternity leave until 6 weeks after the actual birth.
- 28.6** An eligible employee will furnish the following documents in support of an application for maternity leave as soon as they become available -
- 28.6.1** before commencing the leave - medical evidence stating the estimated date of confinement to establish the commencement date of the mandatory period of maternity leave; and
- 28.6.2** after confinement - the child's birth certificate or extract.
- 28.7** The rate of payment during the mandatory period of maternity leave will be calculated as if the employee was absent on sick leave with full pay.
- 28.8** The rate of payment during other periods of paid leave will be calculated in accordance with the clauses applying to the type of leave utilised.
- 28.9** An eligible employee may utilise accrued sick leave credits during the optional period of maternity leave without the requirement to produce medical evidence that she is unfit for duty on account of illness and, in addition, may utilise accrued and pro rata recreation leave and/or long service leave credits during the optional period.
- 28.10** Subject to the approval of the agency head, an employee on maternity leave without pay may return to duty for any period with the agency, or another agency.
- 28.11** An employee on leave without pay may engage in outside employment in accordance with section 61 of the Act.
- 28.12** Employment under sub-clauses 28.10 or 28.11 will:
- 28.12.1** not prevent the employee from recommencing maternity leave; and



- 28.12.2** not extend the maximum period of maternity leave as prescribed under sub-clause 28.3
- 28.13** Where an eligible employee's child is born prematurely, after the commencement of the mandatory period of maternity leave, the period of leave will not be affected and the employee will be entitled to payment for the whole of the 12 week period.
- 28.14** Where an eligible employee's child is born prematurely before the scheduled commencement of the mandatory period of maternity leave, the leave will be deemed to have commenced on the day of the child's birth and will extend for 12 weeks after that date.
- 28.15** Where an eligible employee's pregnancy is terminated before the scheduled commencement of the mandatory period of maternity leave but not more than 20 weeks before the estimated date of confinement, the mandatory period will be deemed to have commenced on the date of termination of the pregnancy and will extend for 12 weeks from that date.
- 28.16** Where an eligible employee's pregnancy is terminated more than 20 weeks before the estimated date of confinement, the employee will have no eligibility for maternity leave and any leave taken as a result of the termination will be granted under the normal provisions applying to the type of leave utilised.
- 28.17** Where an eligible employee's child is stillborn less than 20 weeks before, or at any time after the expected date of confinement, or dies during the period of maternity leave, leave in accordance with this clause will continue unless the employee elects to resume duty before the expiration of 52 weeks maternity leave.
- 28.18** The whole of the period of maternity leave of an eligible employee will count as service for all purposes except that the period to count as service for recreation leave and leave air fares will be the first 26 weeks or the period of paid leave, whichever is the longer.
- 28.19** An eligible employee who is a male and who is the father of, or who accepts the responsibility for the care and maintenance of, an expected or newly-born child will be entitled to paternity leave.
- 28.20** A Chief Executive Officer may grant to an eligible employee up to one week's paternity leave which will commence within the period from one week before the estimated date of birth of the child to 5 weeks after the actual date of the child's birth.
- 28.21** The paternity leave may be taken as a continuous period or in separate periods of at least one day.
- 28.22** A period of paternity leave that extends beyond the end of the fifth week after the actual date of birth of the child will be continuous with leave that commenced before that date.
- 28.23** An eligible employee will be entitled to payment during paternity leave equivalent to the payment that would have been made had the employee continued on duty for the period and absence on paternity leave will be allowed for 5 working days regardless of the number of hours that the employee is required to perform normal duty on those days.

## **29. PARENTAL LEAVE - BASIC ENTITLEMENT**

**29.1** The provisions of clauses 24, 25, 26, 27 and 28 do not prevent an employee accessing the basic entitlements to Parental Leave as set out by the Australian Industrial Relations Commission in the Parental Leave Case [Print J3596] as follows:

**29.1.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

**29.1.2** Subject to 29.1.3, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

**29.1.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

**29.1.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

**29.1.3** Unless agreed otherwise between the employer and employee, an employee may apply to his/her employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

## **30. LEAVE TO ATTEND INDUSTRIAL PROCEEDINGS**

**30.1** 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.

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

## **31. PUBLIC HOLIDAYS**

**31.1** An employee will observe the following public holidays each year and will be paid salary as if those days were not public holidays:

- 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;
- 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday;
- Good Friday and the following Saturday and Monday;
- 25 April (Anzac Day) or, if that day falls on a Sunday, the following Monday;
- the first Monday in May (May Day);

- the second Monday in June (Queen's Birthday) or the day observed to celebrate the birthday of the Sovereign;
- the first Monday in August (Picnic Day);
- 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December;
- 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December.

**31.1.1** An employee will also observe any other day proclaimed or gazetted as a public holiday pursuant to the *NT Public Holidays Act*.

**31.2** 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 15.7 - Public holiday duty and the other day will be paid at the non-holiday Saturday or Sunday rate as appropriate.

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