



*Your partner in heart
& diabetes health*

healthy**living**NT

General Conditions of Salaried Employment

Darwin

Shop 1 & 2 Tiwi Place,
Tiwi NT 0810
PO Box 40113,
Casuarina NT 0811
Phone: 08 8927 8488
Fax: 08 8927 8515
E: info@
healthylivingnt.org.au

Alice Springs

Jock Nelson Centre,
7/16 Hartley Street,
Alice Springs NT 0870
Phone: 08 8952 8000
Fax: 08 8952 7000
E: alicesprings@
healthylivingnt.org.au

www.healthylivingnt.org.au
ABN 11 374 693 055

Healthy Living NT
is the trading name of the
Diabetes Association
of the Northern Territory
Incorporated.

CONTENTS

Clause	Topic	Page
PART 1 ARRANGEMENT		
1.1	Alphabetical Index	2
1.2	Definitions	3
1.3	Application of the Agreement	3
1.4	Continuous Service	3
PART 2 CATEGORY AND CONTRACT OF EMPLOYMENT		
2.1	Category of Employment	3
2.1.1	Full-time Employee	3
2.1.2	Part-time Employee	3
2.1.3	Probation Period	3
2.2	Contract of Employment	4
2.2.1	Criminal Record & Working with Children Checks	4
2.2.2	Practising Certificates – Health Professional Employees	4
PART 3 REMUNERATION		
3.1	Rates of Pay	4
3.2	Salary Packaging	4
3.3	Superannuation	5
3.3.2	Salary Sacrifice	5
3.4	Payment of Earnings	5
PART 4 HOURS OF DUTY		
4.1	Ordinary Hours of Duty	5
4.2	Additional Hours of Duty	5
4.3	Meal Breaks	5
PART 5 LEAVE ENTITLEMENTS		
5.1	Public Holidays	6
5.2	Christmas/New Year Shutdown	6
5.3	Annual Leave	6
5.4	Personal Leave	6
5.5	Ceremonial Leave	7
5.6	Study Leave	7
5.7	Parental Leave	7
5.8	Community and Jury Service Leave	7
5.9	Long Service Leave	7
PART 6 ANCILLARY MATTERS		
6.1	Individual Flexibility Arrangements	7
6.2	Procedures for Avoidance and Settlement of Agreement and Employment Related Disputes	7
6.3	Consultation Regarding Major Workplace Change	8
6.4	Disciplinary Procedures	9
6.5	Termination of Employment	10
6.6	Redundancy	11

PART 1 ARRANGEMENT

1.1 ALPHABETICAL INDEX

Clause	Topic	Page
4.2	Additional Hours of Duty	5
1.1	Alphabetical Index	2
5.3	Annual Leave	6
1.3	Application of the Agreement	3
2.1	Category of Employment	3
5.5	Ceremonial Leave	7
5.2	Christmas/New Year Shutdown	6
6.3	Consultation Regarding Major Workplace Change	9
1.4	Continuous Service	3
2.2	Contract of Employment	4
2.2.1	Criminal Record & Working with Children Checks	4
1.2	Definitions	3
6.4	Disciplinary Procedures	9
5.8	Community and Jury Service Leave	7
2.1.1	Full-time Employee	3
6.1	Individual Flexibility Arrangements	7
5.9	Long Service Leave	7
4.3	Meal Breaks	5
4.1	Ordinary Hours of Duty	5
5.7	Parental Leave	7
2.1.2	Part-time Employee	3
3.4	Payment of Earnings	5
5.4	Personal Leave	6
2.2.2	Practising Certificates – Health Professional Employees	4
2.1.3	Probation Period	3
6.2	Procedures for Avoidance and Settlement of Agreement and Employment Related Disputes	7
5.1	Public Holidays	6
3.1	Rates of Pay	4
6.6	Redundancy	11
3.2	Salary Packaging	5
5.6	Study Leave	7
3.3	Superannuation	5
3.3.2	Salary Sacrifice	5
6.5	Termination of Employment	10

1.2 DEFINITIONS

- 1.2.1 "HLNT" means the Diabetes Association of the NT Inc., trading as Healthy Living NT, which is the Employer.
- 1.2.2 "Schedule" means this schedule of HLNT General Conditions of Employment that has application in an HLNT employee's individual employment agreement.
- 1.2.3 "Agreement" means the individual employment agreement in which this Schedule has application.
- 1.2.4 "Award" means any award of Fair Work Australia that, other than for the operation of this Schedule and a HLNT employee's individual employment agreement, has application to the individual's employment.
- 1.2.5 "FWC" means Fair Work Commission
- 1.2.6 "Act" means the Fair Work Amendment Act 2012 (Cth), as amended from time to time.
- 1.2.7 "NES" means National Employment Standards.

1.3 APPLICATION OF THE AGREEMENT

The conditions of employment in this Schedule apply to all HLNT employees unless otherwise specified in Specific Conditions of Employment in their individual Agreement and entirely supersede all conditions of employment in a relevant Award, to the extent that they may lawfully do so.

1.4 CONTINUOUS SERVICE

For all purposes of employment entitlements, continuous service will be calculated in accordance with Chapter 1, Part 1-2, Division 4, section 22 of the Act.

PART 2 – CATEGORY AND CONTRACT OF EMPLOYMENT

2.1 CATEGORY OF EMPLOYMENT

All employment under the terms of this Schedule will be remunerated by annual salary as either a:

2.1.1 Full-time Employee

A full-time employee will be required to perform an average of 38 ordinary hours of duty per week.
or

2.1.2 Part-time Employee

- 2.1.2.1 A part-time employee will be required to perform less than 38 ordinary hours of duty per week.
- 2.1.2.2 A part-time employee's entitlements are calculated on a pro-rata basis by reference to the number of ordinary hours of duty performed.

2.1.3 Probation Period

- 2.1.3.1 Salaried employment will be subject to a probation period of 26 weeks of continuous service from the date of commencement of duty. At any time during or at the end of the probationary period, HLNT will advise the employee whether or not and/or the basis on which the employment will continue beyond the initial probationary period.
- 2.1.3.2 HLNT has discretion to confirm employment beyond the probation period before the expiration of the full probation period where it considers that an employee's behaviour and performance justifies early confirmation. Early confirmation of employment will only have effect where it has been put in writing.
- 2.1.3.3 During the probationary period, either party may terminate the contract of employment by giving notice of termination or by payment or forfeiture of pay in lieu of notice in accordance with the provisions of clause 6.3.

2.2 CONTRACT OF EMPLOYMENT

2.2.1 Inherent Requirements

Due to exposure to cash handling and pharmaceutical storage and distribution, it is a condition of every employee's contract of employment that they authorise HLNT to do a Criminal Record Check. It is a condition of every health professional employee to also authorise HLNT to do a Working with Children Check.

2.2.2 Practising Certificates - Health Professional Employees

All health professional employees will be required to hold a current practising certificate from the relevant registration body as a condition of their contract of employment.

2.2.3 An employee's contract of employment will comprise a combination of the terms and conditions of the Schedule and their Agreement.

2.2.4 Each employee will be provided with an Agreement in writing, which will contain the following information:

2.2.4.1 the category of employment,

2.2.4.2 the date of commencement of or variation to the contract of employment,

2.2.4.3 the annual salary or rate of pay,

2.2.4.4 the agreed overall notional value of the package upon which superannuation contributions will be calculated,

2.2.4.5 specific conditions of employment that take precedence over general conditions of employment in the Schedule.

2.2.5 The entitlements of an employee's contract of employment are open to individual negotiation between the employee and HLNT and when taken as a whole, must not disadvantage the employee by comparison with the minimum rates of pay and conditions of employment of the Schedule and an Award.

PART 3 – REMUNERATION

3.1 RATES OF PAY

3.1.1 Unless otherwise stated in the employee's Agreement, the employee's rate of pay is inclusive of and in full compensation of all monetary allowances and all ordinary or additional hours of duty loadings or penalty rates that might otherwise be payable under an Award.

3.1.2 Rates of pay will be based on the required outcomes of the position.

3.1.3 The pay will be in full compensation for both ordinary hours of duty and reasonable additional hours of duty.

3.1.4 A salaried employee may be entitled to time off of ordinary hours of duty in lieu of additional hours of duty, in accordance with HLNT's Time off in lieu policy.

3.1.5 The rate(s) of pay will be subject to annual review.

3.2 SALARY PACKAGING

3.2.1 An employee may elect to convert an agreed portion of their earnings to benefits, provided that the structure of any agreed package complies with taxation, other relevant laws and with HLNT salary sacrifice policies and procedures; and:

3.2.1.1 the packaging arrangements do not incur liability for payment of fringe benefits tax by HLNT unless specifically agreed in writing;

3.2.1.2 contributions to superannuation by HLNT are maintained at the applicable statutory percentage of the overall notional value of the package;

3.2.1.3 on termination of employment, any employee entitlement to benefits will revert to payment in cash;

- 3.2.1.4 other than in exceptional circumstances, which will be at the sole discretion of HLNT, an employee may not vary the portion of earnings converted to benefits more than four times in any 12 month period.
- 3.2.2 In the event that the HLNT exemption from payment of fringe benefits tax is removed, all remuneration packaging arrangements will be void and the employee's entitlement will revert to applicable pre-packaging rates of pay.

3.3 SUPERANNUATION

- 3.3.1 HLNT will make superannuation contributions on behalf of the employee, to a complying fund of the employee's choice, in accordance with the Superannuation Guarantee (Administration) Act 1992, as varied from time to time.
- 3.3.2 If an employee does not nominate a superannuation fund within 28 days of the commencement of his/her employment, contributions will be made to the HLNT default fund: AustralianSuper.

3.3.2 Salary Sacrifice

The employee may elect prospectively to salary sacrifice earnings to superannuation contributions in accordance with Australian Taxation Office rules.

3.4 PAYMENT OF EARNINGS

All earnings will be paid fortnightly via electronic funds transfer or other means by mutual agreement between HLNT and the employee.

PART 4 - HOURS OF DUTY

4.1 ORDINARY HOURS OF DUTY

Ordinary hours of duty will be arranged consultatively to meet HLNT operational requirements and, where practicable, reasonable personal circumstances of the employee. HLNT will not, without reasonable operational requirements, require an employee to work hours of duty outside of the following parameters:

- more than 7.6 hours per day,
- more than 38 hours each week

4.2 ADDITIONAL HOURS OF DUTY

- 4.2.1 Employees will be expected to undertake reasonable additional hours of duty for the same number of hours of time off from ordinary hours of duty in lieu of payment for those additional hours of duty.
- 4.2.2 Time of in lieu (TOIL) will be administered in accordance with HLNT's TOIL policy.

4.3 MEAL BREAKS

- 4.3.1 The employee will be allowed a meal break of not less than 30 and not more than 60 minutes for each consecutive 5 hours of duty, provided that the employee is required to continue working beyond each period of 5 hours. The time taken for meal breaks will be unpaid.
- 4.3.2 Meal breaks do not count as hours of duty but do not break continuity of consecutive hours of duty.
- 4.3.3 All break(s) will be arranged in consultation with and with prior approval of HLNT in relation to operational requirements.
- 4.3.4 Other arrangements regarding meal breaks may be made by mutual agreement between the employee and HLNT to suit operational requirements of HLNT and reasonable personal circumstances of the employee.

PART 5 - LEAVE ENTITLEMENTS

5.1 PUBLIC HOLIDAYS

- 5.1.1 An employee will be entitled to leave without loss of pay on the following public holidays:
New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, May Day, the Queen's Birthday, Show Day, Picnic Day, Christmas Day and Boxing Day.
- 5.1.2 The public holidays will be observed on the days on which they are gazetted in the NT Public Holidays Act.

5.2 CHRISTMAS / NEW YEAR SHUT DOWN

HLNT shuts down operations between Christmas and New Years day. Employees will be allowed this time off without loss of ordinary hours of duty pay in accordance with HLNT's TOIL policy.

5.3 ANNUAL LEAVE

- 5.3 1 A full-time employee will be entitled to 5 weeks (190 hours) of annual leave per annum, with terms and conditions of accrual and payment in accordance with the terms of the NES at Chapter 2, Part 2-2, Division 6 of the Act. A part-time employee will be entitled to a pro-rata accrual according to the proportion of ordinary hours performed each fortnight.
- 5.3.2 HLNT approval to carry forward a balance of more than 30 days of accrued annual leave will only be given in the most extraordinary of circumstances. An employee with a balance of accrued annual leave exceeding 30 days will be required to take leave over a particular period by mutual agreement with HLNT. Where agreement cannot be reached, HLNT will provide the employee with notice of no less than 28 days of when sufficient annual leave must be taken to reduce the balance to no more than 4 weeks. The number of days leave for part-time employees will be determined on a pro-rata basis according to the average proportion of ordinary hours of duty worked.
- 5.3.3 Approval to take annual leave must be sought in advance. Approval will be determined according to operational requirements of HLNT and
- 5.3.4 Payment for annual leave will be at the ordinary hours of duty rate, which is deemed to be inclusive of leave loadings that might otherwise be payable under the terms of an Award.
- 5.3.5 Annual leave will be exclusive of public holidays that occur within the period of leave.

5.4 PERSONAL LEAVE

- 5.4.1 A full-time employee is entitled to carer's, sick and compassionate leave entitlements with terms and conditions in accordance with the terms of the NES at Chapter 2, Part 2-2, Division 7 of the Act. A part-time employee will be entitled to a pro-rata accrual according to the proportion of ordinary hours performed each fortnight.
- 5.4.1.2 In general terms the full-time components of personal leave are as follows:
- paid sick and carer's leave accrued at the equivalent of 10 days (76 hours) per annum,
 - 2 days unpaid carer's leave for each permissible occasion,
 - 3 days paid compassionate leave for each permissible occasion.
- Carer's and compassionate leave apply only in respect of members of the employee's immediate family (a spouse or employee's or spouse's child, parent, grandparent, grandchild or sibling) or household.
- Compassionate leave applies to death of, or personal illness or injury that poses a serious threat of death of, a member of the employee's immediate family or household.
- 5.4.3 The employee must give notice of leave to HLNT as soon as reasonably practicable (which may be at a time before or after the leave has started).

- 5.4.4 The employee must provide a medical certificate or statutory declaration as evidence of entitlement to leave. Wherever practicable, a medical certificate will be required for sick and/or carers leave exceeding 1 day.

5.5 CEREMONIAL LEAVE

An employee who is necessarily absent from work for ceremonial purposes shall be entitled to up to 2 weeks unpaid leave per year for those purposes. The leave will be noncumulative. The employee must give notice of leave to HLNT as soon as reasonably practicable (which may be at a time before or after the leave has started).

5.6 STUDY LEAVE

An employee may be eligible to apply for study leave of one (1) week per annum without loss of pay in accordance with the HLNT study leave policy. Unused study leave does not carry over to subsequent years. Study leave is subject to approval of the proposed study activity by HLNT.

5.7 PARENTAL LEAVE

An employee will be entitled to 52 weeks unpaid Parental Leave in accordance with Chapter 2, Part 2-2, Division 5 of the Act.

5.8 COMMUNITY AND JURY SERVICE LEAVE

- 5.8.1 An employee will be entitled to unpaid leave for Community Service and paid/unpaid leave for Jury Service in accordance with the terms of Chapter 2, Part 2-2, Division 8 of the Act.
- 5.8.2 An affected employee will notify HLNT as soon as practicable of the date upon which the employee is required to attend for jury service. The employee will provide proof to HLNT of attendance, the duration of the attendance and the amount received in respect of the jury service.
- 5.8.3 Where jury service exceeds two weeks, HLNT will consider flexible work and leave arrangements to mitigate an employee's loss of earnings.

5.9 LONG SERVICE LEAVE

- 5.9.1 Long Service Leave will accrue in accordance with the Northern Territory Long Service Leave Act at the rate of 1.3 weeks per year of continuous service.
- 5.9.2 An employee will be entitled to payment of pro-rata Long Service Leave on termination of employment after 6 years of continuous service.

PART 6 - ANCILLARY MATTERS

6.1. AGREEMENT FLEXIBILITY

Notwithstanding any other provision of this Agreement, HLNT and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of HLNT and the individual employee, consistent with the terms of the FWA.

6.2 PROCEDURES FOR PREVENTION AND SETTLEMENT OF AGREEMENT AND EMPLOYMENT RELATED DISPUTES

- 6.2.1 If a dispute relates to:
- 6.2.1.1 a matter arising under the Agreement; or
 - 6.2.1.2 an employment related matter; or
 - 6.2.1.3 the National Employment Standards;
- this term sets out procedures for prevention and settlement of the dispute.
- 6.2.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

- 6.2.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 6.2.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 6.2.5 FWC may deal with the dispute in 2 stages:
 - 6.2.5.1 FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 6.2.5.2 If FWC is unable to resolve the dispute at the first stage, FWC may then:
 - 6.2.5.2.1 arbitrate the dispute; and
 - 6.2.5.2.2 make a determination that is binding on the parties.
- Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 6.2.5.3 A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 6.2.6 While the parties are trying to resolve the dispute using the procedures in this term:
 - 6.2.6.1 an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - 6.2.6.2 an employee must comply with a direction given by HLNT to perform other available work at the same workplace, or at another workplace, unless:
 - 6.2.6.2.1 the work is not safe; or
 - 6.2.6.2.2 applicable occupational health and safety legislation would not permit the work to be performed; or
 - 6.2.6.2.3 the work is not appropriate for the employee to perform; or
 - 6.2.6.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
- 6.2.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

6.3 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 6.3.1 This term applies if:
 - 6.3.1.1 HLNT has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - 6.3.1.2 the change is likely to have a significant effect on employees of the enterprise.
- 6.3.2 HLNT must notify the relevant employees of the decision to introduce the major change.
- 6.3.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 6.3.4 If:
 - 6.3.4.1 a relevant employee appoints, or relevant employees, appoint a representative for the purposes of consultation; and
 - 6.3.4.2 the employee or employees advise HLNT of the identity of the representative; HLNT must recognise the representative.

- 6.3.5 As soon as practicable after making its decision, HLNT must:
- 6.3.5.1 discuss with the relevant employees:
 - 6.3.5.1.1 the introduction of the change; and
 - 6.3.5.1.2 the effect the change is likely to have on the employees; and
 - 6.3.5.1.3 measures HLNT is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 6.3.5.2 for the purposes of the discussion - provide, in writing, to the relevant employees:
 - 6.3.5.2.1 all relevant information about the change including the nature of the change proposed; and
 - 6.3.5.2.2 information about the expected effects of the change on the employees; and
 - 6.3.5.2.3 any other matters likely to affect the employees.
 - 6.3.6 However, HLNT is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - 6.3.7 HLNT must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
 - 6.3.8 In this term, a major change is likely to have a significant effect on employees if it results in:
 - 6.3.8.1 the termination of the employment of employees; or
 - 6.3.8.2 major change to the composition, operation or size of HLNT's workforce or to the skills required of employees; or
 - 6.3.8.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 6.3.8.4 the alteration of hours of work; or
 - 6.3.8.5 the need to retrain employees; or
 - 6.3.8.6 the need to relocate employees to another workplace; or
 - 6.3.8.7 the restructuring of jobs.
 - 6.3.9 In this term, "relevant employees" means the employees who may be affected by the major change.

6.2 DISCIPLINARY COUNSELLING PROCEDURE

6.2.1 General

- 6.2.1.1 An employee may request that he/she be accompanied by a representative of his/her choice during formal counselling proceedings.
- 6.2.1.2 When an employee has received a warning and a situation arises where another warning is justified for a different matter, these events may, at the discretion of HLNT, be considered collectively.
- 6.2.1.3 An employee who disputes the outcome of formal counselling is entitled to request that the matter be dealt with under the terms of clause 6.2 - Procedures for Prevention and Settlement of Employment Related Disputes.
- 6.2.1.4 Where the unsatisfactory conduct/behaviour is considered to be significant but not warrant summary dismissal, nothing in the foregoing provisions prevents HLNT from bypassing steps 1 and/or 2 and issuing an appropriate warning.
- 6.2.1.5 Where the unsatisfactory conduct/behaviour is considered to be serious misconduct, nothing in the foregoing provisions prevents HLNT from exercising the right of instant dismissal.

6.2.2 Reprimand - Step 1

Where an employee's conduct/behaviour or work performance does not meet the requirements of the job, the employee's supervisor will discuss the issue(s) with the employee. The supervisor will explain the standard of conduct/behaviour or work performance necessary to meet the requirements of the job and inform the employee that the discussion will be diarised as a reprimand.

6.2.3 Formal Warning - Step 2

6.2.3.1 If the unsatisfactory conduct/behaviour or work performance continues following a reprimand, the employee will be formally counselled and provided with a record of counselling which details the following information:

6.2.3.1.1 the alleged unsatisfactory conduct/behaviour or work performance, and

6.2.3.1.2 the dates of any previous reprimand(s), and

6.2.3.1.3 the employee's response to the allegations, and

6.2.3.1.4 HLNT's findings in relation to the employee's response, and

6.2.3.1.5 the disciplinary action, if any, to be implemented, and

6.2.3.1.6 the likely outcome of further occurrences of the problem.

6.2.3.2 A copy of the record of counselling will be given to the employee. A copy will be placed in the employee's employment history file. That copy will remain in the file until HLNT is satisfied that the employee has demonstrated that he/she has achieved the required standard(s) of conduct/behaviour or work performance for the position and there is no further concern about his/her understanding and acceptance of that standard(s).

6.2.4 Final Warning - Step 3

6.2.4.1 If after a formal warning there are further occurrences of the employee's unsatisfactory conduct/behaviour or work performance, the employee will be formally counselled and will be issued with a record of counselling, in accordance with paragraph 6.2.2.1, which also states that the warning is final and that the outcome of further occurrences of the unsatisfactory conduct/behaviour or work performance will involve one of either stipulated disciplinary action or termination of the contract of employment.

6.2.4.2 If after a final warning, there are further occurrences of the employee's unsatisfactory conduct/behaviour or work performance, the employee will be given the opportunity to respond to the allegation of further occurrences. In the event that he/she cannot establish reasonable cause, the stipulated disciplinary action or termination of the contract of employment will be effected.

6.5 TERMINATION OF EMPLOYMENT

6.5.1 The obligations and rights of the parties in relation to disputes about termination of employment will be in accordance with the Act.

6.5.2 Notice of Termination by HLNT

6.5.2.1 In order to terminate the employment of a full-time employee HLNT must give the employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 6.5.2.2 In addition to the notice in 6.5.2.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- 6.5.2.3 Payment in lieu of the prescribed notice in 6.5.2.1 and 6.5.2.2 will be made by HLNT if the appropriate notice period is not required to be worked. Employment may also be terminated by the employee working part of the required period of notice and by HLNT making payment for the remainder of the period of notice.
- 6.5.2.4 "Week's pay" means 38 ordinary hours of duty pay for a full-time employee. It will mean the number of ordinary hours of duty normally worked in a week for a part-time employee.
- 6.5.2.5 The period of notice in this clause does not apply:
- 6.5.2.5.1 in the case of dismissal for serious misconduct;
 - 6.5.2.5.2 to an apprentice;
 - 6.5.2.5.3 to an employee engaged for a specific period of time or for a specific task or tasks;
 - 6.5.2.5.4 to a trainee whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the traineeship agreement; or

6.5.3 Notice of Termination by an Employee

- 6.5.3.1 The notice of termination required to be given by the employee is the same as that required of HLNT, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 6.5.3.2 If the employee fails to give the required notice then HLNT has the right to withhold monies due to the employee to a maximum amount equal to the ordinary hours of duty rate of pay for the period of shortfall in the required notice.

6.6 REDUNDANCY

An employee's entitlements in relation to termination of employment on the ground of redundancy will be determined in accordance with terms of the NES at Chapter 2, Part 2- 2, Division 11, Sub-division B of the Act.
