

NORTHERN TERRITORY OF AUSTRALIA

Public Sector Employment and Management Act 1993

DETERMINATION NUMBER 7 OF 2022

Maintenance of the operation of the Northern Territory Public Sector 2021—2025
Enterprise Agreement

I, VICKI TELFER, Commissioner for Public Employment, note that:

- A. The *Northern Territory Public Sector 2021—2025 Enterprise Agreement* was approved by the Fair Work Commission on 31 January 2022 in decision [2022] FWCA 243;
- B. The Commissioner for Public Employment and the Speaker of the Legislative Assembly of the Northern Territory (acting in her capacity as the Commissioner for Public Employment for the employees of the Legislative Assembly) appealed that decision on the grounds that the agreement made by the Fair Work Commission in decision [2022] FWCA 243 was never made under s 182(1) of the *Fair Work Act 2009* (Cth);
- C. On 4 March 2022, a Full Bench of the Fair Work Commission upheld the appeal and quashed the decision in [2022] FWCB 21; and
- D. The Commissioner for Public Employment and the Speaker of the Legislative Assembly applied to the Fair Work Commission to have the correct version of the Northern Territory Public Sector 2021—2025 Enterprise Agreement approved.
- E. The Fair Work Commission should issue a decision in relation to the application to approve the Northern Territory 2021—2025 Enterprise Agreement shortly.

I, VICKI TELFER, Commissioner for Public Employment, pursuant to section 14(2) of the *Public Sector Employment and Management Act 1993* and with reference to section 13(a) of that Act, determine that:

1. The Northern Territory Public Sector 2021—2025 Enterprise Agreement is published in the Schedule to this Determination;
2. The provisions of the Schedule apply to all Northern Territory Public Sector employees covered by the Northern Territory Public Sector 2021—2025 Enterprise Agreement with effect from 31 January 2022; and



3. Those provisions will continue to apply until Northern Territory Public Sector 2021—2025 reaches its nominal expiry date.

Dated 4/3/22



VICKI TELFER PSM
Commissioner for Public Employment

Schedule to Determination 7 of 2022

**Northern Territory Public Sector
2021 - 2025 Enterprise Agreement**

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Northern Territory Public Sector 2021 - 2025 Enterprise Agreement

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Part 1 Application and Operation of Agreement

1. Title

This Agreement will be known as the Northern Territory Public Sector 2021 - 2025 Enterprise Agreement.

2. National Employment Standards

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

3. Parties covered by this Agreement

This Agreement covers:

- (a) the Commissioner for Public Employment in the Northern Territory;
- (b) the Speaker of the Legislative Assembly (as Commissioner for employees in the Department of the Legislative Assembly);
- (c) Association of Professional Engineers, Scientists and Managers, Australia;
- (d) United Workers Union;
- (e) Australian Manufacturing Workers Union;
- (f) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union;
- (g) Community and Public Sector Union of Australia;
- (h) Transport Workers' Union of Australia;
- (i) Australian Education Union;
- (j) The Australian Nursing and Midwifery Federation; and
- (k) Employees who are members, or are eligible to be members, of these unions, and are covered by the scope of the Schedules to this Agreement.

4. Definitions

For the purpose of this Agreement:

- (a) **agency** means an 'Agency' as defined in the PSEM Act.
- (b) **Agreement** means the Northern Territory Public Sector 2021 - 2025 Enterprise Agreement.
- (c) **CEO** means the Chief Executive Officer of the relevant agency or their delegate.

- (d) **child** means a child of the person, including a child by birth, an adopted child or step-child. It does not matter whether the child is an adult.
- (e) **Commissioner** means the Commissioner for Public Employment in the Northern Territory.
- (f) **compulsory transferee** means an employee who was compulsorily transferred to the Northern Territory Public Service from:
 - (i) the Commonwealth Public Service; or
 - (ii) the former Northern Territory Public Service;
 under the provisions of section 38 or 40 of Part VI of the *Public Service Act 1976*.
- (g) **de facto partner** means:
 - (i) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (ii) includes a former de facto partner of the employee.
- (h) **employer** means:
 - (i) the Commissioner for Public Employment in the Northern Territory; and
 - (ii) for an employee in the Department of the Legislative Assembly – the Speaker.
- (i) **employee** means an employee of the Northern Territory Public Sector employed under the PSEM Act.
- (j) **employee representative** means a representative chosen by an employee, which may be a union representative.
- (k) **extended family** means:
 - (i) a spouse of the employee's child (e.g. daughter-in-law);
 - (ii) a spouse of the employee's sibling (e.g. sister-in-law); or
 - (iii) an aunt, uncle, niece, nephew or first cousin of the employee.
- (l) **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.
- (m) **FWC** means the Fair Work Commission.
- (n) **immediate family** means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

- (o) **medical certificate** means a certificate signed by a registered health practitioner.
- (p) a **miscarriage** means the end of a pregnancy during the first 20 weeks of the pregnancy.
- (q) **NES** means the National Employment Standards set out in the FW Act.
- (r) **NTPS** means the Northern Territory Public Sector.
- (s) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement.
- (t) **PSCC** means the Public Sector Consultative Council.
- (u) **PSEM Act** means the *Public Sector Employment and Management Act 1993* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations, as varied from time to time, made under that Act.
- (v) **reasonable business grounds** for the purposes of clauses 21.8 and 92.15 includes, but are not limited to:
 - (i) excessive costs of accommodating the request;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - (iv) that there is likely to be a significant loss in efficiency or productivity; or
 - (v) that there is likely to be a significant negative impact on customer service.
- (w) **registered health practitioner** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).
- (x) **spouse** includes a former spouse.
- (y) a **stillborn** child means a child as defined by s 77A(2) of the FW Act.
- (z) **union** means a union party covered by this Agreement in accordance with clause 3.

5. **Period of Operation**

This Agreement will come into effect seven days after approval from the FWC and will remain in force until 10 August 2025.

6. Purpose and Operation of Schedules

- 6.1 This Agreement is a comprehensive agreement and provides the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under applicable legislation, including the PSEM Act and FW Act.
- 6.2 In the event of any inconsistency between them, the terms and conditions of Parts 1 to 9 of this Agreement will prevail over terms and conditions of Schedule 1 to Schedule 7, Schedule 10 and Schedule 11.
- 6.3 In relation to Schedule 8:
- (a) Parts 1 to 3 of this Agreement will prevail over Schedule 8 in the event of any inconsistency between them;
 - (b) Schedule 8 will prevail over Parts 4 to 7 in the event of any inconsistency between them; and
 - (c) Part 8 of this Agreement does not apply to employees covered by Schedule 8.
- 6.4 In relation to Schedule 9:
- (a) Parts 1 to 6 of this Agreement will prevail over Schedule 9 in the event of any inconsistency between them;
 - (b) unless stated otherwise in Schedule 9, Parts 7 to 8 of this Agreement do not apply to employees covered by Schedule 9; and
 - (c) Part 9 of this Agreement applies to Schedule 9.
- 6.5 Schedules 1 to 9 apply to particular employees as described at the beginning of each Schedule.

7. Relationship with the PSEM Act

- 7.1 The parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment.
- 7.2 This Agreement will be read in conjunction with the PSEM Act and will prevail over the PSEM Act to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.
- 7.3 All By-laws relating to leave entitlements, with the exception of By-law 8 Long Service Leave, have been included in the Agreement and therefore the By-laws have no application.
- 7.4 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws and Determinations will not be unilaterally varied without consultation and agreement with the affected parties prior to the formalisation of an amendment.
- 7.5 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

8. **No Extra Claims**

- 8.1 This Agreement constitutes a final settlement of the parties' claims, and together with the PSEM Act, is intended to set out, or set out processes for determining, all the terms and conditions of employment of the employees who will be subject to this Agreement, until its expiry.
- 8.2 The parties agree that they will not make any extra claims in relation to employee terms and conditions of employment in operation for the period of this Agreement.

9. **Negotiations for Replacement Agreement**

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

Part 2 Objectives and Principles

10. **Objectives of Agreement**

- 10.1 The parties agree that continuous improvement strategies will contribute to the efficiency and productivity of the NTPS and it is the intention of the parties to build upon and enhance the human resource reforms contained in the PSEM Act through:
- (a) improved human resource practices;
 - (b) staff development;
 - (c) management and professional development programs; and
 - (d) other programs of continuous improvement.
- 10.2 The parties acknowledge the need to examine jointly and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes and that the consultative mechanisms referred to in clause 18 – Management of Change, will be employed by the parties for this process.
- 10.3 The employer commits there will be no reduction in current or future employee rights and entitlements as provided in By-laws and Determinations, including provision of allowances and leave arrangements, for the term of the Agreement.

11. **Safe and Healthy Work Environment**

- 11.1 The employer is committed to improving the work health and safety of all employees.
- 11.2 The parties are committed to supporting sector-wide guidelines to ensure work health and safety of employees, including remote employees and where travelling for work is required.
- 11.3 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying.
- 11.4 The employer and will take all reasonably practicable steps to:

- (a) foster a culture of respect in the workplace; and
- (b) ensure employees are treated appropriately and not subject to inappropriate workplace behaviour and bullying.

12. **Support and Wellbeing - Employee Assistance Program**

- 12.1 The purpose of the Employee Assistance Program is to help employees and managers deal with issues that may impact on them at work.
- 12.2 Employees and their families may access up to three sessions of professional and confidential counselling services for each issue, which may be conducted remotely.
- 12.3 Further sessions may be granted by the CEO.

13. **Productivity and Efficiency**

- 13.1 The parties to this Agreement recognise the skills, energy and cooperation of employees in increasing productivity and efficiency across the NTPS and that these improvements are integral to enhanced client service delivery and the career satisfaction and development of employees. Increasing productivity and efficiency is an ongoing and evolutionary process which takes place within the context of changing government priorities in policy and service delivery, new client demands, the introduction of new technology, more efficient and effective management and work practices, and ongoing skills development of the workforce.
- 13.2 As with former NTPS agreements, the past, present and future contribution of employees in increasing productivity and efficiency is recognised through improved terms and conditions of employment which arise from the introduction of this Agreement.
- 13.3 The parties acknowledge that this Agreement recognises productivity and efficiency improvements occurring during the life of this Agreement.
- 13.4 Without limiting the scope of this clause, productivity and efficiency will be enhanced with employee commitment to implement the policies and initiatives of the government of the day.

14. **Workloads**

- 14.1 The parties support the principle that employees should be able to achieve an appropriate balance between their work and personal lives.
- 14.2 An appropriate balance between an employee's work and personal life:
 - (a) contributes toward healthy and productive workplaces;
 - (b) helps build a positive morale in the workplace; and
 - (c) assists in strengthening an individual's social and family relationships.
- 14.3 Agency management, employees and employee representatives play a positive role in ensuring employee workloads are reasonable.

- 14.4 The parties recognise there may be unavoidable peak work periods where employees' workloads increase; however, this should be the exception rather than the norm.
- 14.5 Employees are to be properly compensated for additional hours worked, either through overtime payments, time off in lieu of overtime arrangements, or other flexible working arrangements.
- 14.6 Managers and employees should therefore ensure that employees' workloads are reasonable.
- 14.7 Subject to clause 14.4, management will:
- (a) ensure employees have sufficient and appropriate resources to undertake their jobs;
 - (b) ensure the tasks allocated to employees can reasonably be performed in the hours for which they are employed, including reasonable additional hours;
 - (c) monitor employee workloads, work patterns, priorities, staffing levels/ classifications, use of work life balance arrangements, and any other relevant indicators within the workplace;
 - (d) implement strategies to ensure workloads remain reasonable;
 - (e) monitor vacant positions and fill vacancies in a timely manner; and
 - (f) consult with employees and their nominated representatives over workload issues.
- 14.8 Employee/s may request in writing for management to review ongoing and sustained workload issues in the workplace. Where so requested, management will consider the workload factors and issues raised, consider their effect on the workplace, and if necessary, implement strategies to ensure reasonable workloads are maintained.
- 14.9 Management will respond in writing to the employee/s concerned in a timely manner.

15. **Training and Development**

- 15.1 The parties are committed to training and career development opportunities for employees that support and/or enhance agency outcomes. The parties aim to achieve this by:
- (a) supporting lifelong learning at both an agency and individual level;
 - (b) supporting individual development plans that serve to identify learning opportunities that match the employee's development and career needs, as well as the needs of the agency.
- 15.2 The parties agree that training and staff development will be:
- (a) planned and budgeted for;
 - (b) part of an agency's integrated Human Resource Development, Management and Equal Employment Opportunity strategy;

- (c) relevant to the stated outcomes in agency strategic or business plans and the NTPS training plan;
 - (d) an important part of the successful operation of the NTPS redeployment and retraining framework; and
 - (e) an important component of increased productivity and continuous improvement throughout the NTPS.
- 15.3 The parties agree that all relevant aspects of the national training agenda, including National Public Administration and other competency standards and competency based training, will be implemented in the NTPS.
- 15.4 The parties acknowledge the NTPS Aboriginal Employment and Career Development Strategy for 2021 – 2025 and Employment Instruction Number 15 (Special Measures) are a key policy initiative and legislation, respectively, supporting Aboriginal recruitment, training and career progression.
- 16. Performance Planning and Review**
- 16.1 Unless otherwise agreed, an employees and their manager will undertake an annual performance planning and review process in accordance with agency procedures.
- 16.2 Consistent with Employment Instruction 4, agencies are to have a procedure for performance planning and review consistent with the following principles:
- (a) regular and relevant feedback on work performance and capability should occur during the cycle of the plan, including where a manager suspects performance issues;
 - (b) alignment of agency and employee objectives;
 - (c) enhancement of the standards of work performance based on appropriate measures;
 - (d) identification of the knowledge, skills, resources and training required for an employee to perform their duties and for career development;
 - (e) identification of the requisite attitudes and behaviours that are consistent with the principles of the PSEM Act, Code of Conduct, and agency values;
 - (f) recognition of other factors that impact on an employee’s performance and development, including the ability to review and revise the plan where other issues arise; and
 - (g) recognition of the principles of natural justice including mechanisms for an employee to seek a review.
- 16.3 Agencies will ensure that employees have an opportunity to familiarise themselves with the agency’s procedure for performance planning and review. Employees and their manager are to constructively participate in the process.
- 16.4 An employee can expect that performance planning and review will occur and can request for the process to occur. Where an employee has requested that the annual

performance planning and review process occurs, unless otherwise agreed, the process should commence within 14 days and be completed within 21 days from commencement.

- 16.5 Information collected through the performance planning and review process must comply with the Information Privacy Principles set out in the *Information Act 2002*.
- 16.6 Information gathered through the performance planning and review process will form part of the employee's employment record.

Part 3 Communication and Consultation

17. Consultative Committees

- 17.1 In relation to matters of general interest to the NTPS, the parties to this Agreement agree to utilise the PSCC established under the PSEM Act.
- 17.2 A CEO may establish consultative committees within their agency.
- 17.3 The CEO may develop the scope and terms of reference of the consultative committee by agreement which could cover matters such as:
- composition
 - scheduling of meetings
 - agendas / standing items
 - operation of the consultative committee.
- 17.4 In relation to workplace issues, parties to the Agreement can request that the CEO establish a consultative committee as a forum for consultation.

18. Management of Change

- 18.1 This clause applies if the CEO:
- (a) has developed a proposal for major change to production, program, organisation, structure or technology in relation to their agency that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster pattern or ordinary hours of work of employees.
- 18.2 The CEO must notify and consult with relevant employees and their unions about the proposed major change or the proposed change to the regular roster or ordinary hours of work.
- 18.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.



- 18.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the CEO of the identity of the representative;

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

- 18.5 In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the CEO's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration to a regular roster pattern or roster arrangement, ordinary hours and/or hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

18.6 Consultation

As soon as practicable after proposing to introduce the change, the CEO must:

- (a) discuss with the relevant employees the introduction of the change;
- (b) provide to the relevant employees:
 - (i) as far as practicable, all relevant information about the proposed change;
 - (ii) information about the expected effects of the change on employees; and
 - (iii) information about any other matters that the CEO reasonably believes are likely to affect the employees.
- (c) invite and provide an opportunity for employees and their representatives, to put forward their views, comments and suggestions on all matters regarding the impact of the proposed change, including any impact in relation to the employee's family or caring responsibilities;
- (d) provide the opportunity, where relevant, to meet with employee representatives;

- (e) give prompt and genuine consideration to the views, comments and suggestions raised by employees and their representatives; and
 - (f) advise employees and their representatives of the final decisions, explaining how the views expressed by the employees and their representatives were taken into account.
- 18.7 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 18.8 Following consultation under clause 18.6, after making a final decision a CEO must consult on implementation.
- 18.9 In this clause:
- relevant employees** means the employees who may be affected by the change referred to in clause 18.1.

19. **Dispute Settling Procedures**

- 19.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 19.2 This clause sets out the procedures to be followed for avoiding and resolving disputes in relation to:
- (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards.
- 19.3 However, this clause does not apply in relation to disputes about assessment outcomes for Senior Classification level positions.
- 19.4 In the event of a dispute about a By-law issued under the PSEM Act, clauses 19.7 and 19.8 will apply.
- 19.5 An employee who has a grievance about their treatment in employment can, as an alternative, choose to have the decision reviewed in accordance with section 59 of the PSEM Act.
- 19.6 General
- (a) A party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute. Representatives will be recognised and dealt with in good faith.
 - (b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
 - (c) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice prior to the dispute arising, provided that this does not apply to an employee who has reasonable concerns about an imminent risk to their health and safety, has advised the CEO of this concern and has not unreasonably failed to comply with a direction by the CEO to



perform other available work that is safe and appropriate for the employee to perform.

- (d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.
- (e) Any decision or direction the FWC makes in relation to the dispute shall be in writing.
- (f) Subject to the right of appeal under clause 19.9(d), any direction or decision of the FWC, be it procedural or final, shall be accepted by all affected persons and complied with by the parties.
- (g) A dispute formally commenced under the Northern Territory Public Sector 2017-2021 Enterprise Agreement, but not resolved before the commencement of this Agreement, shall continue to be dealt with in accordance with the dispute settling procedures in this Agreement. Any steps already taken in that process will be recognised and accepted by the parties and the FWC as steps taken for the purposes of this clause.

19.7 Internal Resolution

- (a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee(s) and/or union and relevant managers and/or agency CEO
- (b) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commissioner for resolution. The referral should be in writing. The Commissioner will work with the parties to the dispute and attempt to resolve the matter as soon as reasonably practicable.

19.8 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 19.7, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 19.6 and 19.7 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.
- (c) Conciliation before the FWC shall be regarded as completed when:
 - (i) the parties have reached agreement on the settlement of the dispute;
or
 - (ii) the member of the FWC conducting the conciliation has either of the member's own motion or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

19.9 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.
- (c) Subject to clause 19.9(d) the determination of the FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.
- (e) For the avoidance of doubt, this clause does not apply in relation to disputes about matters referred to in clauses 19.3 and 19.4.

20. Union Rights

20.1 Union Representation

- (a) The employer recognises the legitimate right of the union to represent those employees who are members, or eligible to become members.
- (b) An employee appointed as a union delegate in the agency in which the employee is employed will, be recognised as the accredited representative of the union. An accredited union delegate shall be allowed reasonable time during working hours to consult with members or employees eligible to become members on employment matters affecting employees.
- (c) A union delegate will advise their work unit manager that they have been appointed as a union delegate.

20.2 Union Training Leave

- (a) For the purpose of assisting employees to understand their rights and entitlements under this Agreement and improving industrial relations, the CEO shall, subject to the provisions of this clause, provide an employee who is an accredited union delegate or nominated employee representative with up to five days paid leave per annum to attend union training courses conducted by the union or approved by the union.
- (b) The approval for an employee to attend a training course shall be subject to the operational requirements of the agency.
- (c) An employee seeking to take training leave under this clause must have been nominated by the union to attend the course for which the training leave is sought.
- (d) The employee will only be paid for the period of training leave if:



- (i) the employee provides evidence satisfactory to the CEO of their attendance at the course for which training leave was sought; and
- (ii) unless agreed by the CEO, the CEO has received not less than four weeks written notice of nomination from the union, setting out the time, dates, content and venues of the course.
- (e) Leave granted under this clause will be on ordinary pay, not including shift and penalty payments or overtime.
- (f) Leave granted under this clause will count as service for all purposes.

20.3 Communications

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

20.4 Delegate's Rights and Obligations

- (a) The role of the union workplace delegates and other elected union representatives is to be respected and facilitated.
- (b) An employee may have a union representative to represent the employee in a dispute or significant workplace matter and make representations on behalf of the employee.
- (c) Agencies and union workplace delegates must deal with each other in good faith.
- (d) The rights and obligations of union workplace delegates will be underpinned by the following principles:
 - (i) workplace delegates will be able to perform their role without any discrimination in their employment;
 - (ii) ability for delegates to represent their members in the workplace (eg during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent members generally);
 - (iii) ability for delegates to have access to paid time to consult with employees;
 - (iv) reasonable access to agency facilities (including telephone; facsimile, photocopying, internet and email facilities, meeting rooms) for the purpose of work as a delegate;
 - (v) opportunity to inform staff about union membership;
 - (vi) ability to represent employees at an industrial tribunal;
 - (vii) maintaining the confidentiality of agency information as well as information about NTPS employees;

- (viii) all parties will behave in a professional, productive and ethical manner;
- (ix) a delegate would be expected to carry out their normal duties; and
- (x) ability for an official to “walk around” a workplace to hold individual discussion contingent on the nature of the work being performed in the workplace subject to discussion with and prior approval of the CEO. Approval for “walk around” will not be unreasonably withheld.

Part 4 Flexible Work (Work Life Balance)

21. Flexible Work – General Principles and Requirements

- 21.1 The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. There are benefits for the employee, the agency and customers when employees are able to work more flexibly.
- 21.2 In all cases and at all times, an employee’s flexible work arrangement must work for them, their team/work colleagues and the business needs.
- 21.3 Under this Agreement, employees have a range of options for when and how they work and are encouraged to discuss with their manager their flexibility needs.
- 21.4 The objective is to provide employees with the level of flexibility that works for them and allows them to meet their flexible lifestyle needs and achieve their aspirations, provided that business (includes team and customer) needs continue to be met.
- 21.5 Flexible work may be facilitated through one of the following initiatives contained in this Agreement. Refer to the relevant provision for eligibility and approval requirements:
 - (a) Clause 87 Recreation Leave at Half Pay- doubles the period of recreation leave when leave is taken at half pay
 - (b) Clause 89 Flexible Lifestyle (Purchased) Leave – ability to purchase paid leave through salary deductions to access more time off in a particular year
 - (c) Clause 26.2 Part-time employment – converting from full-time to part-time employment for a specified period or a permanent change
 - (d) Clause 24 Flextime Scheme for Non-Shiftworkers
 - (e) Clause 58 Averaging Hours - used where regular time off is required
 - (f) Clause 106 Special Leave Without Pay
 - (g) Clause 92.17(e) returning to work on reduced hours after parental leave.
- 21.6 Subject to approval, employees may work from home or another location to facilitate flexible work. The parties are committed to supporting a sector-wide working from home policy with standard and clear guidelines.
- 21.7 In considering an employee’s request to work flexibly the CEO will take into account a range of things, including the employee’s personal circumstances and the agency’s business (includes team and customer) needs.

- 21.8 Unless provided otherwise in the relevant clause, requests to work a flexible working arrangement can only be refused on reasonable business grounds as defined in clause 4(v).
- 21.9 An employee's request to work flexibly must be in writing setting out the details of the change sought and the reasons for the request.
- 21.10 Subject to clause 21.11, the CEO (or their delegate) must give the employee a written response to the request within 21 days stating whether the CEO (or their delegate) grants or refuses the request.
- 21.11 Where the CEO's delegate proposes to refuse an employee's request to work from home, the employee's request will be referred to the CEO for assessment. Only the CEO is permitted to refuse employees' requests to work from home.
- 21.12 While there are many options about how an employee works in this Agreement, sometimes they will not fit an employee's exact circumstances and the employee and CEO will need to agree to vary the Agreement. In such situations, the Individual Flexibility Arrangements (clause 22) clause applies.

22. Individual Flexibility Arrangements

- 22.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the arrangement:
- (a) deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) meal breaks;
 - (iii) restriction duty;
 - (iv) overtime rates;
 - (v) recreation leave loading;
 - (vi) penalties; or
 - (vii) allowances.
 - (b) meets the genuine needs of the employer and the employee; and
 - (c) is genuinely agreed to by the employer and the employee.
- 22.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about matters that would be permitted matters if the arrangement were an enterprise agreement;
 - (b) do not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and

- (c) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 22.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) is signed by the employer and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (c) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (d) the period of operation of the arrangement.
- 22.4 To take effect, the individual flexibility arrangement must be approved by the Commissioner and implemented via a Determination or other appropriate instrument and the CEO must give the employee a copy of the Determination or other appropriate instrument within 14 days of the Commissioner's approval.
- 22.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving written notice of not more than 28 days to the other party to the arrangement; or
 - (b) if the employer and the employee agree in writing – at any time.
- 22.6 An employee may choose to be represented by their nominated representative in relation to the development and implementation of an individual flexibility arrangement.
- 23. Variation to Working Arrangements for Groups of Employees**
- 23.1 A group of employees and the agency may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:
- (a) hours of work, including rostered days off, restricted duties, flextime or longer and/or more frequent unpaid breaks during the day;
 - (b) commuted salaries or allowances;
 - (c) meal breaks; and
 - (d) leave.
- 23.2 Agreements to vary working arrangements will:
- (a) result in more efficient operations;

- (b) be genuinely agreed to by the majority of employees involved;
 - (c) result in employees being better off overall than the employees would have been if no variation had been made;
 - (d) include a mechanism to terminate and/or review the agreement;
 - (e) be recorded in writing and approved by the CEO; and
 - (f) require approval of the Commissioner and implementation via a Determination or other appropriate instrument.
- 23.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.
- 23.4 Relevant unions will be consulted on the proposed arrangements prior to the approval of the Commissioner.
- 24. Flextime Scheme for Non-Shiftworkers**
- 24.1 Flextime is a recorded attendance system which allows an individual employee or a work unit to vary working hours and patterns, break and finish times over a four week period.
- 24.2 Flextime may be worked provided there is suitable work to do and subject to operational requirements being met. All reasonable attempts should be made to accommodate flextime arrangements and requests should not be unreasonably withheld. Where a decision is made to refuse an employee's or work unit's request to work a flextime arrangement, the employee/s must be provided with written reasons for the decision.
- 24.3 Employee/s may work flextime subject to the following conditions:
- (a) the arrangement is contained within the span of hours;
 - (b) agreement with the direct manager that flextime is operationally suitable for the work unit and employee;
 - (c) review of the arrangement at any time (following consultation), based on changing demonstrated operational requirements; and
 - (d) an employee adheres to the provisions for flextime.
- 24.4 Timesheets documenting hours worked towards the accrual of flextime credits must be kept by the employee and submitted to the direct manager on a fortnightly basis for approval.
- 24.5 The actual hours of attendance and the timing and taking of accumulated hours (including days off), meal breaks and work breaks will be arranged within the relevant work group or work area to provide optimum benefit to the agency, its customers and the workforce but specifically ensuring that there is adequate coverage during standard business hours to ensure operational efficiencies and the effective delivery of services.

- 24.6 Hours worked towards the accrual of flextime credits accrue on a time for time (ie: single time) basis.
- 24.7 The maximum and minimum credits or debits including the period for acquittal is set out in the flextime policy.
- 24.8 This flextime clause does not apply to shiftworkers.

Part 5 Employment Relationship

25. Types of Employment

- 25.1 The PSEM Act specifies the basis of engagement for an employee covered by this Agreement (see section 29(3) of the PSEM Act, which provides for employment on an ongoing, fixed period or casual basis).
- 25.2 Employment on an ongoing basis is the primary method of employment in the NTPS. However, there are certain circumstances when fixed period or casual employment may be appropriate.
- 25.3 Ongoing and fixed period employees can be employed on either a full-time or part-time basis.

26. Full-time employment

- 26.1 A full-time employee is an employee who works 36.75 or 38 ordinary hours of duty per week.
- 26.2 Each Schedule specifies the ordinary hours of work per week for full-time employees covered by that Schedule.

27. Part-time employment

- 27.1 A part-time employee is an employee who works an agreed number of regular hours that is less than the ordinary hours of work applicable to an equivalent full-time employee under this Agreement.
- 27.2 Part-time employees will receive, on a pro rata basis, equivalent pay and conditions of employment applying to a full-time employee, unless otherwise stated in this Agreement.
- 27.3 Before part-time duty commences, the CEO and employee will agree in writing on:
- (a) the agreed weekly ordinary hours of duty (agreed hours);
 - (b) duration of the agreement (where specified period only); and
 - (c) the pattern of hours to be worked including starting and finishing times for employees, other than shiftworkers, on each or any day of the week within the limits of the span of hours specified for an equivalent full-time employee.
- 27.4 A CEO and an employee may agree to change the employee's agreed hours of duty, at the written request of either party.

- 27.5 An employee engaged on a full-time basis will not be required to convert to part-time employment, nor transfer without their consent to enable part-time employment.
- 27.6 An employee may request in writing to convert from full-time employment to part-time employment for a specified period or permanently. A CEO will consider the application to convert to part-time employment in accordance with clause 21 (Flexible Work – General Principles and Requirements).
- 27.7 Where a full-time employee is approved to work part-time for a specified period, the agreement in writing under cl 27.3 will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to full-time hours unless a further period of part-time employment is approved.

28. **Casual employment**

- 28.1 A casual employee is an employee who:
- (a) Was offered and accepted employment on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
 - (b) To avoid doubt, a regular pattern of hours does not of itself indicate a firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- 28.2 A casual employee will be paid:
- (a) the ordinary hourly rate of pay for the classification assigned; and
 - (b) a casual loading of 25% of the ordinary hourly rate of pay, in lieu of paid leave (except long service leave) and public holidays not worked.
- 28.3 Casual employees are not eligible for incremental adjustment to their salary.
- 28.4 The minimum daily engagement of a casual employee is three hours.
- Note: for the purpose of clause 28.4, work commencing prior to midnight on one day and continuing into the next day, counts as one engagement
- 28.5 An employee's right to request and an employer's obligation to offer conversion from casual employment to full-time or part-time employment is provided for in the NES.

29. **Trainees and Apprentices**

- 29.1 Subject to the merit principle, the Commissioner agrees to facilitate fixed period and ongoing employment opportunities for those employees who have successfully completed traineeships or apprenticeships with registered training organisations. This clause applies to trainees and apprentices employed by the employer on a fixed period basis during their training in a classification under this Agreement.
- 29.2 Recognition of Prior Service – NT Government Hosted Trainee or Apprentice
- (a) An ongoing or fixed period employee who was, prior to NTPS employment, a hosted trainee or apprentice with a Northern Territory Government (NTG)

agency during their traineeship or apprenticeship, will have their prior service with the NTG host agency recognised for the purposes of:

- (i) parental leave, subject to clause 92; and
- (ii) long service leave, subject to clause 91.

(b) Prior service will count provided that:

- (i) within two months of ceasing to be a hosted trainee or apprentice with a NTG host agency, the employee commenced employment with the NTPS; and
- (ii) the employee successfully completed their traineeship or apprenticeship.

29.3 The Commissioner is committed to reviewing the introduction of targets for the number of apprentices, trainees and graduates employed per year under the Agreement.

30. **Employment Security**

30.1 While recognising that reorganisation and changes to staff numbers arising from various factors occur within the NTPS, the parties agree that there will be no involuntary redundancies (notice of redundancy) for the term of the Agreement.

30.2 However, clause 30.1 does not apply to an employee who has been declared potentially surplus to requirements under section 41 of the PSEM Act and registered on the Office of the Commissioner for Public Employment's Redeployment Database for longer than two years.

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

31. **Redeployment and Redundancy**

31.1 Redeployment and redundancy entitlements applicable to employees are set out in Schedule 10.

31.2 Transfer of employment

- (a) The provisions of Schedule 10 do not apply in transfer of business or transfer of employment situations where work of the employer is transferred or outsourced to another employer and the employee is offered employment with the second employer to perform the same or substantially similar work.
- (b) The National Employment Standard of the FW Act contains minimum entitlements relating to redundancy pay, including in transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:
 - (i) the second employer recognises the employee's service with the first employer; or

- (ii) the employee rejects an offer of employment made by the second employer that:
 - A. is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before termination; and
 - B. recognises the employee's service with the first employer,unless the FWC is satisfied that this would operate unfairly to the employee who rejected the offer, in which case, upon application, the FWC may order the first employer to pay the employee a specified amount of redundancy pay.

Part 6 Remuneration

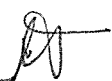
32. Salaries and allowances

- 32.1 The salaries payable to employees are set out in Part A of Schedule 11.
- 32.2 The salaries payable to employees engaged in the classifications of 'NTPS Traineeship' and 'NTPS School-based Traineeship' are set out in Part E of Schedule 11.
- 32.3 Salaries will be paid fortnightly based on the following formula:
$$\text{Fortnightly pay} = \frac{\text{Annual Salary} \times 12}{313}$$
- 32.4 Expense related allowances in Part C of Schedule 11 are to be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year. The Commissioner will give effect to any subsequent annual adjustments required under the Agreement through a Determination. The allowances will not reduce if the Darwin Consumer Price Index is negative.

33. Annual lump sum payment

- 33.1 Eligible employees will receive a:
 - (a) \$4000 lump sum payment as soon as practicable after this Agreement has been approved by the Fair Work Commission; and
 - (b) \$2000 lump sum payment:
 - (i) on or after 10 August 2022;
 - (ii) on or after 10 August 2023; and
 - (iii) on or after 10 August 2024.
- 33.2 To be eligible for the lump sum payments, employees must be employed on the date that the payment is to be made in accordance with clause 33.1.

- 33.3 The lump sum payment is payable to employees who are on unpaid parental leave, unpaid personal leave or other leave without pay that is for a period of less than four weeks on the date the payment is to be made.
- 33.4 Part-time employees will be entitled to the full lump sum payment (i.e. not pro rata).
- 33.5 Casual employees will be eligible for the payment if, within three months prior to the payment date in clause 33.1, they have:
- (a) been paid; or
 - (b) performed duty which is due to be paid after the date of payment in clause 33.1.
- 33.6 An employee engaged under multiple contracts of employment (consistent with section 38A of the PSEM Act) will only be eligible for a single lump sum payment on each occasion under clause 33.1, in relation to the performance of work under all contracts of employment.
- 33.7 An employee under Schedule 9 will receive the annual lump sum payment less an amount equal to the quantum of the annual salary increase payable at the employee's classification level in the same year as provided in Schedule 9.
- 33.8 The employer agrees that should there be a change to the Northern Territory Government's Wages Policy during the term of the Agreement that provides for additional benefits above those contained in the Agreement (such as an increase to salaries above the value of the lump sum) these will be passed on through a determination.
- 34. Supported Wage System**
- The parties agree that the Supported Wage System as set out in Schedule 12 will apply to relevant employees.
- 35. Increments**
- 35.1 This clause does not apply to:
- (a) Senior Classification levels as defined in clause 36.
 - (b) Trainees and apprentices, including classification under Schedule 9.
 - (c) Casual employees.
 - (d) Employees covered by Schedule 8.
- 35.2 An employee will be entitled to progress one pay point within the rates of pay scale for the employee's classification after 12 months continuous service, or after 12 months broken service in the preceding 24 months, at a particular pay point.
- 35.3 A part-time employee's entitlement to service increments will be on the basis of having worked the same chronological time that entitles a full-time employee to an increment, regardless of the number of hours worked.



35.4 An employee who is promoted on an ongoing basis will have included for the purpose of calculating the increment date any previous period during the preceding 24 months at which the employee performed higher duties at the new classification level or higher.

Note 1: Performance of higher duties of another designation or classification level having a lower scale of rates of salary than the new classification level to which the employee is promoted will not count for incremental purposes.

Note 2: Refer to clause 45 (Higher Duties Allowance) for recognition of an increment attained by higher duties for future higher duties.

35.5 A period performed at a higher duties classification level will count for incremental purposes for the employee's substantive classification level.

35.6 Conditions for advancement to higher pay points within a classification level, other than by annual pay progression, exist for specific groups of employees and can be found in the relevant schedules.

35.7 Withholding an increment

- (a) The authority to apply clauses 35.8 and 35.9 will not be applicable unless the Commissioner is satisfied that an acceptable performance management system is in place which meets the requirements of Employment Instruction Number 4.
- (b) The Commissioner will notify all unions of the acceptance of any performance management system for the purposes of clause 35.7(a) prior to that system being used for deferral of increments.

35.8 The CEO may determine to withhold an increment as set out in clause 35.9, on the basis that an employee:

- (a) having agreed to or having been assigned reasonable performance targets or reasonable required work outcomes, has failed to meet those targets or outcomes;
- (b) has received counselling, support and training and been provided with the opportunity to improve performance to an acceptable standard; and
- (c) has failed to attain or sustain an acceptable standard of work performance.

35.9 The CEO, may withhold an increment as follows:

- (a) The CEO may defer payment for a specified period of time which will be up to six months, subject to payment earlier if a specified, and preferably agreed, work performance, training or work outcome target is demonstrated.
- (b) At the end of the six month deferment period, the CEO may again defer the increment by up to a maximum of a further six months where the required performance standard has not been achieved and alternative steps have been taken to address the less than satisfactory performance. The increment will not be withheld for longer than 12 months in total.
- (c) The CEO must provide the reasons for deferring an increment under clause 35.9(a) or 35.9(b) in writing to the employee.

- 35.10 If a decision is made under clause 35.8 or 35.9 the employee may seek a review of the CEO's decision on the basis of one or more of the following reasons:
- (a) this clause has not been adhered to;
 - (b) the decision was made to punish or harass the employee; or
 - (c) natural justice has not been afforded to the employee.
- 35.11 The review will be conducted in accordance with the grievance review mechanisms under section 59 of the PSEM Act.
- 35.12 In all cases where an increment is deferred, the date to which it is deferred will become the anniversary date for the purposes of the next increment.

36. Pay Progression for Senior Officers

36.1 Senior Officer Pay Progression Principles

- (a) Pay progression for Senior Officers (Senior Administrative Officers and Senior Professionals) is to be based on high performance. Pay progression is not automatic.
- (b) The Senior Officer Pay Progression scheme is an annual process.
- (c) Further details of the pay progression are set out in a Determination as issued by the Commissioner.

36.2 Annual Assessment Date

- (a) The annual assessment date is the date agreed to in the performance management process and is a minimum 12 month period.
- (b) Successful progression to the next pay point is effective from the annual assessment date.
- (c) Where there is a delay in assessing a Senior Officer's performance for a progression that is not the result of a Senior Officer's actions:
 - (i) subject to clause 36.3, the next annual assessment date will be 12 months from the original annual assessment date; and
 - (ii) where the assessment results in the Senior Officer progressing to the next pay point, the progression will be effective from the annual assessment date.

36.3 Impact of Leave Without Pay (that does not count for service)

All leave without pay that does not count as service will postpone the annual assessment date by the same number of days a Senior Officer is on leave without pay that does not count for service.

36.4 Eligibility for Progression

- (a) Participation in the Senior Officer Pay Progression scheme is not mandatory and applications are made at the discretion of the Senior Officer.
- (b) To be eligible, a Senior Officer seeking pay progression must:
 - (i) have a minimum of 12 months service at the SAO1, SAO2, SP1 or SP2 classification;
 - (ii) have a 12 month performance agreement in place in accordance with the agency performance management system and demonstrate satisfactory performance against performance targets or work outcomes; and
 - (iii) make a submission in advance of the annual assessment date, demonstrating achievement of one or a combination of the Senior Officer Pay Progression criteria.

36.5 Progression Criteria

Progression criteria are set to describe measures that Senior Officers must meet to achieve pay progression through high performance. Subject to clause 36.4, Senior Officers must satisfy one or a combination of the criteria in order to achieve salary progression. The following are the progression criteria:

- (a) sustained superior performance (ie above good performance);
- (b) successful performance of increased duties/responsibilities that are not sufficient to justify an increase in the level of the classification;
- (c) successful undertaking of new projects;
- (d) applied specialist individual expertise resulting in superior outcomes for the agency;
- (e) successful and sustained performance as a leader.

36.6 Assessment Process Requirements

- (a) Agencies are to implement a process for assessing a Senior Officer for annual progression to the next performance pay point in line with requirements as set out in the Determination issued by the Commissioner.
- (b) Supervisors are to provide a written response where progression has not been approved, including reasons for the decision and feedback to assist the employee to understand what may be required to achieve progression.

36.7 Grievance on the Merit of Pay Progression

- (a) For a grievance arising in relation to the merits of an assessment against the pay progression criteria the Senior Officer may request, in writing, the CEO to review the merits of the assessment, in the first instance.
- (b) Where the matter is not resolved in clause 36.7(a) the appropriate grievance review mechanisms under the PSEM Act will apply.

- (c) Where the review of assessment under clause 36.7(a) or 36.7(b) result in the Senior Officer progressing to the next pay point, the progression will be effective from the annual assessment date.

37. Professional Incentives

37.1 Incentives available for Professional Employees

- (a) There are a range of employment incentives available in the NTPS designed to assist agencies in recruiting and retaining professional classification employees and which recognise the particular needs of these employees to build upon and maintain their professional expertise. The following incentives are available to employees, subject to a CEO's approval:
- (i) Professional Development Allowance – this allowance is paid to a professional classification employee on a reimbursement basis to offset professional development costs they have incurred (see clause 37.3);
 - (ii) Payment on promotion scheme – this is a scheme which allows a CEO to progress an employee excluding Senior Professionals to a higher salary increment upon promotion;
 - (iii) Professional 1/Professional 2 Progression Scheme – this is a scheme which allows a CEO to progress a Professional 1 employee to the Professional 2 classification level in certain circumstances; and
 - (iv) Professional Excellence Status Scheme – this is a scheme designed to recognise excellence in professional performance (see clause 37.2).
- (b) The Commissioner undertakes to positively promote these incentives to CEOs and employees of the NTPS.
- (c) CEOs will ensure that appropriate application and assessment procedures for these incentives are implemented within their agencies and employees have access to ready information on their operation.

37.2 Professional Excellence Status Scheme

- (a) Specific arrangements for the Professional Excellence Scheme are set out in a Determination as issued by the Commissioner. The objective of these arrangements is to make the scheme more accessible whilst maintaining its focus on rewarding employee performance which is significantly higher than that which is ordinarily required of the job. To this end the Determination reflects the following agreed parameters:
- (i) The key selection criteria will recognise a significant high level of performance, including an employee's contribution to the attainment of business outcomes, success in leadership roles within a work unit or broader agency level, and standards of service.
 - (ii) The scheme will be available to Senior Professional 1 and Senior Professional 2 employees. Professional 3 employees who have been paid at the highest salary increment for this classification for a minimum of two years will also be eligible.

- (b) The granting of Professional Excellence Status will be for a period of two years.

37.3 Professional Development Allowance

- (a) The CEO may, subject to this clause, approve the reimbursement or payment of financial assistance to an employee who has been employed in the professional stream to offset professional development costs.
- (b) Payment of the allowance is subject to the following qualifying periods, amounts and conditions:
- (i) The annual Professional Development Allowance entitlement year is 1 January to 31 December, and continuous service is determined as at 1 January each year;
 - (ii) The allowance amounts are specified in Part C of Schedule 11.
 - (iii) An employee can only make one claim per Professional Development Allowance entitlement year up to the employee's maximum annual Professional Development Allowance entitlement.
 - (iv) Reimbursement can be made at any time during the year where the employee has reached their maximum Professional Development Allowance entitlement on production of sufficient evidence to substantiate the employee's professional development costs.
 - (v) Reimbursement will be in the form of a lump sum.
 - (vi) The allowance will not count as salary for any purpose.
 - (vii) The allowance will apply to part-time employees on a pro rata basis based upon their contracted hours of employment.
 - (viii) An advance payment of the allowance may be approved at the employee's request in circumstances where the employee is required to meet substantial costs in advance for an approved professional development activity; eg an interstate conference.
 - (ix) As part of the performance planning and review process, an employee and their manager may agree to forward plan a professional development activity that may incorporate more than one year's allowance; eg an overseas conference.
 - (x) The production of sufficient evidence by the employee substantiating professional development costs and activity/activities incurred, or to be incurred by the employee, and providing evidence that the employee attended the activity/activities.
- (c) The allowance is payable for the following professional development activities:
- (i) fees for professional courses, tuition, conferences or similar;
 - (ii) fees for professional bodies where eligibility for membership is essential for professional registration and/or practice in the public sector;

- (iii) subscriptions to technical/business publications;
 - (iv) the purchase of technical books; and
 - (v) air travel to conferences (up to 50% of the allowance).
- (d) The Professional Development Allowance is not paid as a substitute for agency developmental programs.

37.4 Distance education for Professionals

Employees holding a Professional classification and undertaking an approved distance education course of study are entitled to two days of paid study leave, per approved unit of study, per semester.

38. **Technical employee incentives**

As an incentive to assist agencies in recruiting and retaining technical employees and which recognise the particular needs of these employees to build upon and maintain their technical expertise, the CEO may progress a Technical 1 employee to the Technical 2 classification level in certain circumstances, as determined by the Commissioner.

39. **Classification Review – Physical, Technical and Administrative Officer**

39.1 The parties agree to conduct a review of the following classifications:

- (a) Physical level 1 to 4
- (b) Technical level 1
- (c) Administrative Officer levels 1 and 2

39.2 The review will examine the rates of pay for the nominated classifications, especially in comparison of their public sector counterparts and any cost implications associated with any proposal.

39.3 The parties undertake to commence the review within three months of the commencement of this Agreement.

39.4 The Commissioner will give effect to the agreed outcomes/recommendations through a determination or other appropriate instrument.

40. **Senior Pay Progression and Professional Classification Increment Review**

40.1 The parties agree to conduct a review of:

- (a) the Senior Pay Progression scheme; and
- (b) the increment scales within the Professional classification.

40.2 The review will examine the increments scales, especially in comparison of their public sector counterparts and include any cost implications associated with any proposal.

40.3 The parties undertake to commence the review within 12 months of the commencement of this Agreement.



40.4 The Commissioner will give effect to the agreed outcomes/recommendations through a determination or other appropriate instrument.

41. **Superannuation**

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

41.2 The employer will make the minimum superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

Note: This means that superannuation will only be paid up to the maximum contribution base even if an employee's ordinary time earnings (including allowances which count for purposes of superannuation) exceed this amount.

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

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

41.4 Employees who commenced after 10 August 1999, or who have ceased to be a member of the CSS, NTGPASS or NTSSS, can choose a complying superannuation fund to receive superannuation contributions on their behalf.

41.5 Employees who do not nominate a superannuation fund will have their superannuation contributions paid to either:

- (a) an existing superannuation fund of which they are a member (if this is required by legislation); or
- (b) the employer's default superannuation fund, which offers a MySuper product.

42. **Salary Sacrifice**

42.1 Salary Sacrifice for Employer Superannuation

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

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

- (b) An employee who currently contributes 6% to NTGPASS may salary sacrifice into NTGPASS or another complying superannuation fund.
- (c) An employee who currently contributes to the CSS is not able to salary sacrifice into that scheme but can salary sacrifice into another complying superannuation fund.
- (d) While there is no limit to the amount an employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions (whether real or notional), will be assessed against the Commonwealth concessional contribution cap relevant to their age. The employee is responsible for any tax and interest that may be imposed by the Australian Taxation Office or other relevant authority for them exceeding the Commonwealth concessional contribution cap.
- (e) The arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly.
- (f) The arrangement does not operate to reduce employer superannuation contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of salary sacrifice arrangements.
- (g) When an employee who is a member of the CSS, NTSSS or NTGPASS enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes shall remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes).

42.2 Salary Sacrifice Packaging

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

- (a) the arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;
- (b) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes shall be met by the employee;
- (c) an employee shall meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;
- (d) an employee's salary for superannuation purposes and severance and termination payments shall be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement; and

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

43. Integrity of payments

43.1 The employer endeavours to ensure that all employees are paid their entitlements correctly and on time. However, from time to time employees may be either overpaid or underpaid. In either case, the parties agree that an incorrect payment of entitlements should be corrected as soon as reasonably practicable.

43.2 Recovery of overpayments

- (a) Overpayments made to an employee will be recovered in accordance with regulation 5 of the *Financial Management Regulations 1995*. This clause provides a summary of the requirements under the regulations.
- (b) The employee will be given written details of the overpayment and the amount proposed to be deducted or withheld. The employee will be provided a reasonable opportunity to propose an alternative arrangement to repay the overpayment.
- (c) The CEO may enter into an alternative arrangement with the employee to repay the overpayment if it is reasonable in the circumstances, the risk of not recovering the overpayment is low, and the arrangement will not result in any added costs.
- (d) On the cessation of an employee's employment, any amount or entitlement due to the person must be first used to repay the overpayment.

43.3 Rectification of underpayments

The employer will rectify an underpayment (including any applicable superannuation) to an employee as soon as reasonably practicable.

Part 7 Allowances

44. Allowance rates

Allowances rates payable to employees are set out in Schedule 11.

45. Higher Duties Allowance

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

45.2 An employee who performs the duties of a higher classification which has a maximum attainable annual salary:

- (a) not higher than the maximum attainable annual salary payable to an Administrative Officer 6, will be paid an allowance for performing the duties of the higher classification upon the completion of one day; or

- (b) higher than the maximum attainable annual salary payable to an Administrative Officer 6, will be paid an allowance for performing the duties of the higher classification upon the completion of six consecutive working days. An employee will not be paid an allowance for any period of higher duties less than six consecutive working days unless the Commissioner determines otherwise.
- 45.3 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.
 - 45.4 An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.
 - 45.5 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 schedule for advancement beyond a salary barrier point.
 - 45.6 An employee who performs the duties of a higher classification for 12 months continuously, or for 12 months in broken periods over a 24 month period, and has met the requirements of clause 35 (Increments) of the Agreement will be paid an increment in accordance with that clause.
 - 45.7 An increment attained by higher duties will be retained for future higher duties at that classification level (or lower).
 - 45.8 An employee who has been directed to perform the duties of a higher classification and is absent on paid leave or observes a public holiday, will continue to receive payment of higher duties allowance during the absence to the extent of the continued operation of the direction. If the period of paid leave is on less than full pay, the higher duties allowance is adjusted accordingly.
 - 45.9 Where there is an inconsistency between this clause and Schedule 8, the provisions of Schedule 8 will prevail.
 - 46. **Remote Localities**
 - 46.1 Employees who live and work in a remote locality are entitled to:
 - (a) a rental concession; and
 - (b) an electricity subsidy.
 - 46.2 Remote localities and their category of remoteness are determined by the Commissioner and published from time to time.
 - 46.3 Rental concession
 - (a) Employees who live and work in a remote locality and reside in agency supplied accommodation, are entitled to a rental concession.
 - (b) The applicable rental concession is set out in the table below

Remote location category	Rental concession
Special Category	25%
Category 1	100%
Category 2	100%
Category 3	100%

46.4 Electricity Subsidy

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

- (a) An employee residing in a dwelling fitted with a dedicated electricity metering device, and who is required to meet the cost of any charges associated with the provision of electricity to that dwelling, is entitled to an electricity subsidy in accordance with the rates specified in Part C of Schedule 11, subject to the relevant category of remoteness and the employee's eligibility for the dependant/after-hours rate.
- (b) The electricity subsidy for the dependant/after-hours rate is payable only where the employee:
 - (i) has recognised dependants, being an employee's spouse or children under the age of 18, who:
 - A. reside with the employee;
 - B. are not eligible for assistance with electricity costs from any other source; and
 - C. are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the Commissioner; or
 - (ii) is a shiftworker, or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that the employee is regularly required to seek rest during daylight hours.
- (c) The electricity subsidy shall be paid fortnightly in addition to salary and shall count as salary for the purpose of taxation and superannuation.
- (d) The electricity subsidy shall not be paid during periods of leave without pay which do not count as service.
- (e) The electricity subsidy shall be paid to part-time employees on a pro rata basis.
- (f) Only one subsidy is payable per dwelling.

47. Community Language Allowance

- 47.1 An employee will be eligible for an allowance, at the rate contained in Part B of Schedule 11, if directed by the CEO to use their bilingual communication skills in accordance with Determination Number 6 of 2013 Community Language Allowance.
- 47.2 The parties agree to review Determination Number 6 of 2013 and to commence the review within 12 months of commencement of the Agreement.

47.3 The Commissioner will give effect to the agreed outcomes/ recommendations through a determination or other appropriate instrument.

48. **Accident Allowance**

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

- (a) because of an act or omission of an employee (other than the employee injured) or a person not employed but performing on behalf of the Northern Territory Government duties similar to those of the employee injured; or
- (b) as a result of a defect in material or appliances; or
- (c) in protecting government property from loss or damage while on duty; or
- (d) while travelling between their place of residence and their place of work; or
- (e) while travelling directly between their place of residence or their place of work and an educational institution at which their attendance is required or expected by the Commissioner; or
- (f) in circumstances in which the actions of the employee are regarded by the Commissioner as so meritorious in the public interest as to warrant special consideration.

48.2 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.

48.3 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.

48.4 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 paragraph 48.1 and not attributable to wilful misconduct, or a longer period determined by the Commissioner.

48.5 An employee paid an allowance in accordance with paragraph 48.4 may utilise available personal leave credits on full or half pay to supplement the allowance to the level of their normal time salary.

48.6 The amount of accident allowance payable in accordance with paragraph 48.4 will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.

48.7 Accident allowance is not payable where an employee receives benefits in respect of the injury at the same time under the *Return to Work Act 1986* or the *Motor Accidents (Compensation) Act 1979*, as amended, but nothing in this clause will reduce the rights of an employee under those Acts.

48.8 Where an amount of accident allowance or salary in respect of personal leave paid to an employee is reimbursed to the employer by the party responsible for the injury or their representative, no deduction of accident allowance or sick leave credits will be made from the employee injured.

49. Excess Travel Time

- 49.1 An employee who is travelling or on duty away from the employee's usual place of work will be paid or, depending on eligibility, granted time off in lieu for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:
- (a) the employee's usual hours of duty for the day; and
 - (b) the time necessarily spent travelling to and from home and the usual place of work.
- 49.2 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 20 minutes travelling time each way will apply.
- 49.3 Travelling time includes:
- (a) the time an employee has to wait for a change of scheduled conveyance between the advertised and actual time of departure;
 - (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;
 - (c) time spent in travelling on transfer where transfer expenses are allowed, unless the transfer involves promotion; and
 - (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.
- 49.4 Travelling time does not include:
- (a) time of travelling during which an employee is required to perform duty other than care of kit;
 - (b) time of travelling by ship on which accommodation and meals are provided; or
 - (c) time of travelling by train between 10.30 pm and 7.00 am 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.
- 49.5 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.
- 49.6 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.

- 49.7 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:
- (a) 30 minutes in any one day; or
 - (b) two hours and 30 minutes in any pay period where the employee's ordinary hours are confined to five days of the week; or
 - (c) three hours in any pay period where the employee's ordinary hours are rostered on six days of the week.
- 49.8 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 clause 49.3(d) is double time.
- 49.9 Eligibility (payment or time off in lieu)
- (a) An employee in receipt of salary at or below the first incremental point of the Administrative Officer 4 will be eligible for payment for excess travelling time.
 - (b) Employees in receipt of salary exceeding the salary level in clause 49.9(a) but at or below the maximum salary payable to an Administrative Officer 6, will be eligible for time off in lieu of payment of excess travelling time on the following conditions:
 - (i) the amount of time off that can be granted is equal to an amount of time that would otherwise have attracted payment under clause 49.7;
 - (ii) time off in lieu to be taken on a time for time basis (i.e. not a period equivalent to penalty rates in clause 49.8) within three months, or as agreed with the Chief Executive Officer; and
 - (iii) any time off in lieu accrued under this clause cannot be taken as payment.

50. Allowances for Travelling on Duty

An allowance will be payable to an employee when travelling on duty and when required to be absent overnight from the employee's permanent or temporary headquarters. An allowance will be paid in accordance with By-law 30 (Travelling Allowance) or By-law 30A (Living Away From Home Allowance), whichever is applicable.

51. Relocation Expenses on Employment or Transfer

- 51.1 Where it is necessary for an employee to move from one location to another to take up duty, an employee will be paid in accordance with By-law 27 Relocation Expenses – Employment or Transfer.
- 51.2 Where an existing employee is relocating on a temporary basis for a period greater than six months, the agency will advise the employee prior to transfer of the relocation expenses (includes repatriation expenses) approved by the CEO under By-law 27.

52. Overtime Meal Allowance

- 52.1 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 in accordance with Schedule 11, in addition to any overtime payment.
- 52.2 A meal period means the following periods:
- (a) 7.00 am to 9.00 am
 - (b) 12 noon to 2.00 pm
 - (c) 6.00 pm to 7.00 pm
 - (d) midnight to 1.00 am
- 52.3 Meal allowance is also payable to an employee who is required:
- (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;
 - (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;
 - (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
 - (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.
- 52.4 The amount of meal allowance payable under clause 52 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.
- 52.5 Except as provided below, the payment of overtime meal shall be made through the payroll system. This payment will be recorded as a non-taxable allowance.
- 52.6 An employee may make alternative arrangements to receive cash payments after receiving approval from the CEO.

See also clause 9.3 of Schedule 2, and clause 8.10 of Schedule 3.

53. Loss or Damage to Clothing or Personal Effects

An employee whose clothes and/or personal effects have been damaged or destroyed due to the circumstances of the employee's duties will be paid an allowance assessed by the agency to cover the loss in accordance with By-law 22.

54. Preserved Entitlements for Long-term Employees

54.1 Northern Territory Allowance

- (a) Subject to satisfying the annual review requirements, an employee in receipt of the Northern Territory Allowance on and from the 29 May 2018 will be eligible to continue to receive the allowance as per By-law 26 and By-law 49. The applicable rates are contained in Schedule 11.
- (b) Where an employee who is eligible to receive the allowance under 54.1(a) ceases eligibility to the allowance, they shall not be eligible to recommence claiming the allowance for any future dependency purpose.

54.2 Airfares and Other Related Entitlements

- (a) An employee may be entitled to the provisions under this clause if they meet the requirements of either Group A or Group B below:
 - (i) Group A is an employee who is a compulsory transferee as defined at clause 4(f).
 - (ii) Group B is an employee who was:
 - A. employed prior to 1 August 1987; or
 - B. appointed to the Northern Territory Teaching Service prior to 12 April 1990; or
 - 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.
- (b) Group A employees are entitled to all entitlements as per By-laws 45 – 54.
- (c) Group B employees are entitled to:
 - (i) Airfares as per By-law 33;
 - (ii) Kilometre Allowance as per By-law 34;
 - (iii) Travelling Time as per By-law 35;
- (d) 'Cashing up' of airfares on a common date for Group A and Group B employees:
 - (i) Leave airfare allowance will be paid to an eligible employee on the first pay day on or after 1 May of each year. Under these arrangements an employee's accrual date remains the same, subject to deferral resulting from any leave without pay taken by the employee.
 - (ii) An employee may request in writing to receive payment of an accrued leave airfare allowance prior to the common payment date.

- (iii) An employee may request in writing that payment of the leave airfare allowance be deferred for the purposes of utilising kilometre allowance and travelling time. Such request must be given two months prior to the common payment date.
- (iv) Once payment has been made, there is no provision for an employee to repay monies in order to utilise kilometre allowance or travelling time.

Part 8 Hours of Work

55. Application

- 55.1 This Part does not apply to employees covered by Schedule 8 and Schedule 9.
- 55.2 There are three Divisions under this part and each Division contains reference to the Schedules for provisions and rates for specific industry groups:
 - (a) Division 1 sets out the general provisions in relation to hours of work, overtime and specific duty;
 - (b) Division 2 sets out the specific provisions that relate to day workers; and
 - (c) Division 3 sets out the specific provisions in relation to shiftworkers.

Division 1 - General

56. Hours of Work

- 56.1 The ordinary hours of duty for full-time employees will be 36.75 hours per week or 38 hours per week, in accordance with the Schedule applicable to the employee, as set out below:
 - (a) Schedule 1 - 36.75 per week or 38 hours per week.
 - (b) Schedule 2 - 38 hours per week.
 - (c) Schedule 3 - 38 hours per week.
 - (d) Schedule 4 - 38 hours per week.
 - (e) Schedule 6 - 38 hours per week.
 - (f) Schedule 7 - 36.75 per week or 38 hours per week.
- 56.2 Duty which is performed beyond the ordinary hours of duty in clause 56.1 through the averaging of hours over the cycle in clause 58 (Averaging Hours) will be subject to clause 59 (Additional Hours and Overtime).

57. Meal Break

- 57.1 An employee will not work for more than five hours continuously without a meal break of at least 30 minutes unless authorised to do so by the relevant delegate (i.e. manager).
- 57.2 Provided that, for all authorised work performed after five hours continuous duty without a meal break and until a meal break is allowed, an employee shall be paid at the

rate of time and a half until a meal break is provided or the employee is no longer on duty.

57.3 The meal break period will not count as part of the employee's ordinary hours of duty.

57.4 A Schedule may provide for specific rest breaks during ordinary hours of duty. For example:

- (a) Schedule 2 – clause 8 (Hours of Work – Additional Breaks);
- (b) Schedule 3 – clause 9.2(c) (Shiftworkers paid meal break) and clause 15 (Tea Breaks);
- (c) Schedule 4 – see clause 6 (General Conditions of Service);
- (d) Schedule 6 – see clause 3 (General Conditions) subject to clause 6.1 (Shiftwork).

57.5 In addition to meal breaks, employees shall be granted reasonable unscheduled short rest breaks during work hours to refresh to ensure safe systems of work.

58. **Averaging Hours**

58.1 The arrangements to average hours provisions contained in a Schedule to this Agreement continue to apply.

58.2 The CEO may agree to introduce a roster arrangement which averages the hours for an employee or a group of employees, subject to the following conditions:

- (a) the employee's ordinary hours of work shall be 36.75 or 38 hours per week as specified in a Schedule to this Agreement, or an average of 36.75 or 38 hours per week over a cycle of 12 weeks;
- (b) where the hours are fixed at 38 hours per week then the average over a cycle of four weeks will be worked in of the following cycles:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (c) with the exception of shiftworkers, the ordinary hours of work shall be between 6.00 am and 6.00 pm worked Monday to Friday exclusive of meal breaks;
- (d) all work performed outside ordinary hours of work will be paid at the applicable overtime penalties, except where the employee is a shiftworker;
- (e) the agreement must be documented in writing;
- (f) the agreement may be varied provided there is agreement between the CEO and the employee or, the majority of affected employees; and

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

58.3 Employees under Schedule 2 (Construction), Schedule 6 (Transport) and Schedule 7 (Drafting) who are field-based employees, that is employees who work from isolated localities throughout the Northern Territory, may accumulate up to three programmed days off. For these employees the average of 38 ordinary hours may be achieved over a period which exceeds 28 consecutive days.

59. Additional Hours and Overtime

59.1 General

Employees are expected to be available to work reasonable additional hours if required by an agency.

59.2 Definitions

- (a) **Additional hours** is work performed in excess of ordinary hours of duty or, in the case of part-time employees, work performed in excess of agreed hours.
- (b) **Overtime** means additional hours actually worked that would attract an overtime payment as applicable in this Part or a Schedule to this Agreement.

59.3 Reasonable request to work overtime / Right to refuse to work overtime

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

- (a) any risk to employee health and safety from working the additional hours;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) any notice given by the CEO or delegate of any request or requirement to work the additional hours;
- (d) any notice given by the employee of their intention to refuse to work the additional hours;
- (e) the needs of the agency or work unit;
- (f) whether the employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (h) the nature of the employee's role, and the level of responsibility;

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

59.4 Eligibility for overtime

- (a) Overtime is worked by prior direction or, if circumstances do not permit prior direction, is subsequently approved in writing.
- (b) 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 or time off in lieu.
- (c) 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.

59.5 Calculation of Overtime Payments

- (a) Overtime is calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period.
- (b) The hourly rate for overtime payment will be ascertained by applying the following formulae:

(i) Time and a half rate:

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

(ii) Double time rate:

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

(iii) Double time and a half rate:

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

- (c) In applying the relevant formula at clause 59.5(b), 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.
- (d) An employee's salary for the purpose of calculation of overtime will include higher duties and other allowances in the nature of salary.

- (e) For employees covered by Schedule 3, other allowances may also be included in the calculation of overtime, see clause 12.1 of Schedule 3.

59.6 Overtime spanning midnight

- (a) Where overtime worked spans midnight and a higher overtime rate applies at the start of the period of overtime, that higher rate will apply for the continuous period of overtime worked.

For example, overtime commenced on a Public Holiday (double time and a half) that continues into a non-Public Holiday, will be paid at double time and a half for the whole overtime shift.

- (b) The calculation of overtime payments will recognise overtime hours commenced before and continuing after midnight as one continuous period to determine when an employee is entitled to a higher overtime rate.

59.7 Part-time Overtime (Non-Shiftworkers)

- (a) A part-time employee meeting the overtime eligibility requirements of clause 59.4 may elect to undertake additional hours and will be paid at single time in respect of duty performed outside the agreed hours, subject to the duty:
 - (i) being within the span of hours; and
 - (ii) not exceeding on any day a maximum of the period of duty as applicable to an equivalent full-time employee; and
 - (iii) not exceeding 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.
- (b) Subject to 59.7(c), a part-time employee meeting the eligibility requirements of clause 59.4, who is directed to perform duty which is outside their agreed hours will be paid overtime at the applicable overtime rates.
- (c) Where a part-time employee is regularly performing overtime (paid at overtime rates) or additional hours (paid at single time rates) during periods within the parameters listed in clause 59.7(a), the part-time employee's agreed hours may be reviewed and, subject to agreement in accordance with clause 27.4, increased in line with the extra hours (overtime or additional hours) regularly being performed. The review should consider the ability of the employee to be able to complete the additional hours and whether there are other options to meet the additional hours. Where, following the review the agreed hours are not increased, the employee shall be paid at the rate of single time for all extra hours performed within the parameters in clause 59.7(a).

Note: Approval for the payment of additional hours or overtime must be recorded on the employee's timesheet and indicate whether the hours worked were by agreement (i.e. employee election) or by direction of the employee's manager.

59.8 Minimum Payments (Separate Overtime)

- (a) The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be four hours at the prescribed overtime rate.
- (b) Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.
- (c) Where an overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum payment provisions will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.
- (d) Subject to clause 62.5(e), an employee who performs overtime while in a restriction situation under clause 62 (Restriction duty), will be entitled to a minimum overtime payment of three hours at the prescribed overtime rate.
- (e) The minimum payment provisions do not apply to clause 61 (Emergency Duty).
- (f) For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.
- (g) This clause shall not apply in cases where it is customary for an employee to return to the undertaking to perform a specific job outside the employee's ordinary working hours.
- (h) Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purposes of clause 66 (Rest Relief) where the actual time worked is less than three hours on the recall or on each of the recalls.

60. Time Off in Lieu of Overtime Payment

- 60.1 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 three months, payment at the overtime rate according to the employee's salary at the time of payment will be made.
- 60.2 An employee who is to receive payment in accordance with clause 60.1 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.
- 60.3 The maximum amount of time off in lieu that can be accrued is 40 hours.
- 60.4 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 for the payment of overtime on Sunday applicable to the employee.

61. Emergency Duty

- 61.1 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.
- 61.2 The time for which payment is made will include time necessarily spent in travelling to and from duty.
- 61.3 The minimum payment for emergency duty is two hours at double time.
- 61.4 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.
- 61.5 The provisions of this clause do not apply to an employee whose commencement time of regular duty is altered to meet an emergency.

62. Restriction Duty

- 62.1 Restrictive Duty provisions set out in the following Schedules apply to employees to the extent of any inconsistency:
 - (a) Schedule 1 – Child Protection Practitioners and Senior Child Protection Practitioners (clause 6)
 - (b) Schedule 2 – Call Back and On call Allowance (clauses 9.5 and 10)
 - (c) Schedule 3 – On-call and Standby (clause 14)
 - (d) Schedule 6 – General Conditions (clause 3)
- 62.2 The parties acknowledge that under normal circumstances the provisions set out below will apply to restrictive duties, but that agreed variations to these arrangements can be made between the parties on a case-by-case basis. Once agreed, the Commissioner will give effect to these variations through a Determination or other appropriate instrument.
- 62.3 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.
- 62.4 Payment will be made subject to the following conditions:
 - (a) 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.

- (b) The restriction situation is imposed by prior written direction, or is subsequently approved in writing.
- (c) The provisions of clause 61 (Emergency Duty) will not apply where an employee is recalled to duty while restricted.
- (d) An employee who does not maintain a required degree of readiness while restricted will not be eligible to receive payment.

62.5 Payment rates

- (a) An employee who is required to remain contactable and available to perform extra duty outside of the employee's ordinary hours of duty will, subject to clause 62.4, be paid an allowance in addition to salary at a rate for the type of restriction as follows:

- (i) On call

- An employee who is instructed prior to ceasing ordinary duty to be on restriction duty will be paid at the rate specified in accordance with Part B of Schedule 11.

- (ii) Standby

- 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 clause 62.5(b).

- (iii) Home duty

- An employee who is required to standby 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 clause 62.5(b), provided that the rate on Sundays is single ordinary rate of salary and the rate on public holidays is 125% of ordinary rate of salary.

- (iv) Passive duty

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

(v) Duty employee

An employee who is required to remain at work overnight and/or over a non-working day and may be required to perform certain tasks periodically or on an ad hoc basis, and who is provided with accommodation and amenities for sleeping or other personal activities during overnight attendance: where overtime is paid – at the rate provided for in clause 62.5(a)(iv) for the proportion of the period calculated in accordance with clause 62.5(b); and where overtime is not paid – 125% of the employee's ordinary rate of salary, or a proportion of not less than 100% or more than 150% of ordinary salary as approved by the Commissioner, for the proportion of the period of standing by calculated in accordance with clause 62.5(b). The rate on Sundays is 166% of the employee's single ordinary rate of salary and the rate on public holidays is 200% of ordinary rate of salary for the period.

- (b) Payment for the rates in clauses 62.5(a)(ii) (Stand by), 62.5(a)(iii) (Home duty), 62.5(a)(v) (Duty Employee) will only be made for:
- (i) 75% of that part of the period of restriction that occurs on any day within the first 14 hours after the employee's normal commencing time of ordinary duty, or after the time at which the employee last commenced ordinary duty whichever is the later; and
 - (ii) 25% of any period of restriction occurring in any 24 hour period outside the 14 hours referred to in clause 62.5(b)(i).
- (c) The restricted duty allowance is payable for each hour or part hour the employee is restricted outside the employee's ordinary hours of duty.
- (d) Any part of a period of restriction for which the employee receives another payment will not be included for calculating restricted duty allowance.
- (e) 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.
- (f) 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 three hour minimum payment.
- (g) The minimum additional payment payable to an employee in a restriction situation is three hours (recall to workplace) or one hour (not recalled to workplace) 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.
- (h) Duty broken by a meal period will not constitute more than one attendance.

- (i) 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.

62.6 Salary rate

- (a) 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.
- (b) Where approval has been made for payment under clause 62 (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 clause 62.6(c) will be the maximum annual salary payable to an Administrative Officer 6.
- (c) The hourly rate of payment will be calculated as follows:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \text{\% of salary prescribed in clause 62.5}$$

63. **Saturday Duty**

- 63.1 Saturday pay will be granted for any scheduled duty performed between midnight on Friday and midnight on Saturday.
- 63.2 A shiftworker will be paid Saturday duty rates in accordance with clause 73 (Penalty Rates).
- 63.3 A non-shiftworker (day worker) will be paid at the relevant overtime rates for duty performed on a Saturday in accordance with clause 69 (Overtime), unless clause 68.2 applies.

64. **Sunday Duty**

- 64.1 Sunday pay will be granted for any scheduled duty performed between midnight on Saturday and midnight on Sunday.
- 64.2 An employee who is required to perform a full days 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 at single time.
- 64.3 An employee required to attend for duty on Sunday who has conscientious scruples against Sunday duty is entitled to seek to furnish a substitute.
- 64.4 A shiftworker will be paid Sunday duty rates in accordance with clause 73 (Penalty Rates).



64.5 A non-shiftworker will be paid at the relevant overtime rates for duty on a Sunday in accordance with clause 69 (Overtime).

65. Public Holiday Duty and RDOs

65.1 Public holiday means a holiday as prescribed in clause 93 (Public Holidays).

65.2 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.

65.3 Where it is not practicable to grant a day's leave in accordance with clause 65.2, the employee will be paid instead one day's pay at the ordinary rate.

65.4 A shiftworker will be paid Public Holiday duty rates in accordance with clause 73 (Shiftworker Penalty Rates).

65.5 A non-shiftworker will be paid at the relevant overtime rates for duty on a Public Holiday in accordance with clause 69 (Overtime).

66. Rest Relief

An employee who works so much overtime between the termination of their ordinary duty on one day and the commencement of their ordinary duty on the next day may be entitled to be released from duty or receive a payment as per the relevant Schedules:

- (a) Schedule 1 – Clause 5
- (b) Schedule 2 – Clause 9
- (c) Schedule 3 – Clause 12.2
- (d) Schedule 4 – Clause 6
- (e) Schedule 6 – clause 3

Division 2 - Day Workers (non-shiftworkers)

67. Definition – Day worker

A day worker is an employee who regularly works their ordinary hours within the span of hours.

68. Span of Hours

68.1 The span of hours will be Monday to Friday 6.00 am to 6.00 pm.

68.2 Employees, other than shiftworkers, covered by Schedule 1 or Schedule 7 may have a span of ordinary hours which also includes 7.30 am to 1.00 pm on Saturday. Where implemented, the following will apply:

- (a) An employee 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.

- (b) Overtime rates will apply as per clause 69.1(b).

69. Overtime (Day worker)

69.1 Applicable time

- (a) Duty is considered overtime where it is performed on:
 - (i) Monday to Friday outside the span of ordinary hours; or
 - (ii) Monday to Friday during the span of ordinary hours but beyond the length of time the employee is normally required to work on the day concerned; or
 - (iii) a Saturday, Sunday or public holiday.
- (b) Where an employee has a span of hours which includes Saturday then overtime shall be payable where duty is performed:
 - (i) outside the span, that is before 6.00 am and/or after 6.00 pm Monday to Friday, and before 7.30 am and/or after 1.00 pm on Saturday;
 - (ii) before or after the completion by the employee of a normal day's duty;
 - (iii) on a Sunday or Public Holiday.

69.2 Overtime Rates

Employees will be paid overtime rates as follows:

- (a) Schedule 1 and Schedule 5
 - (i) Overtime worked Monday to Saturday will be paid at time and a half for the first three hours and double time thereafter.
 - (ii) Overtime worked on Sunday will be paid at double time rate.
 - (iii) Overtime worked on a public holiday will be paid at a rate of double time and a half.
- (b) Schedule 2
 - (i) Overtime worked Monday to Saturday will be paid at time and a half for the first two hours and double time thereafter.
 - (ii) Overtime worked on Sunday will be paid at double time rate.
 - (iii) Overtime worked on a public holiday will be paid at a rate of double time and a half.
 - (iv) Except as provided in this clause or clause 9 of Schedule 2 in computation of overtime, each day's work shall stand alone.
- (c) Schedule 3



- (i) Overtime worked Monday to Saturday will be paid at time and a half for the first two hours and double time thereafter.
 - (ii) Overtime worked on Sunday will be paid at double time rate.
 - (iii) Overtime worked on a public holiday will be paid at a rate of double time and a half.
- (d) Schedule 4
- (i) Overtime worked Monday to Saturday will be paid at time and a half for the first two hours and double time thereafter.
 - (ii) Overtime worked on Sunday will be paid at double time rate.
 - (iii) Overtime worked on a public holiday will be paid at a rate of double time and a half.
- (e) Schedule 6
- (i) Overtime worked Monday to Saturday will be paid at time and a half for the first two hours and double time thereafter.
 - (ii) Overtime worked on Sunday will be paid at double time rate.
 - (iii) Overtime worked on a public holiday will be paid at a rate of double time and a half.
- (f) Schedule 7
- (i) Overtime worked Monday to Saturday will be paid at time and a half for the first three hours and double time thereafter.
 - (ii) Overtime worked on Sunday will be paid at double time rate.
 - (iii) Overtime worked on a public holiday will be paid at a rate of double time and a half.

Note: The calculation for overtime will consider any relevant payment in relation to:

- (i) Minimum Payments (Separate Overtime) clause 59.8
- (ii) Emergency Duty clause 61
- (iii) Restrictive Duty clause 62

Division 3 - Shiftworkers

70. Definition - Shiftworker

A **shiftworker** means an employee who is rostered to perform ordinary hours of duty outside the period 6.00 am to 6.00 pm Monday to Friday, and/or Saturdays, Sundays or Public Holidays for an ongoing or fixed period.

71. Hours and Cycle of Shifts

- 71.1 As per clause 56 (Hours of Work) and clause 58 (Averaging Hours) the ordinary hours of duty of employees required to work shift will be 36.75 hours per week or 38 hours per week, or an average of 36.75 or 38 hours over a cycle of shifts.
- 71.2 In accordance with clause 57 a shiftworker will not be required to work more than five hours continuously without a meal break unless authorised to do so.

72. Rosters

- 72.1 A shiftworker roster pattern should be developed in accordance with fatigue management principles, and in consultation with relevant employees, as per clause 18 (Management of Change) which may include the establishment of a consultative committee.
- 72.2 There will be a roster pattern for the cycle of shifts which will:
- (a) provide for rotation unless otherwise agreed by the majority of employees and the CEO;
 - (b) provide for not more than eight shifts to be worked in any nine consecutive days;
 - (c) specify the commencing and finishing time of ordinary working hours or the respective shifts; and
 - (d) subject to clause 18 (Management of Change), not be changed until after four weeks notice unless otherwise agreed.
- 72.3 Notice for a change to an employee's shift may be required by the relevant Schedules:
- (a) Schedule 1 – see clause 4 (Notice of Change in Rostered Hours of Duty).
 - (b) Schedule 2 – see clause 12 (Notice of Roster Change (Shiftwork)).
 - (c) Schedule 3 – see clause 10 (Change in Rostered Hours of Duty).
 - (d) Schedule 4 – see clause 6 (General Conditions of Service).

73. Shiftwork Penalty Rates

- 73.1 In addition to the employee's ordinary salary for the shift, a shiftworker will be paid shiftwork payments as follows:
- (a) Ordinary duty performed on a Saturday – 50%.
 - (b) Ordinary duty performed on a Sunday – 100%.
 - (c) Ordinary duty performed on a public holiday – 150%.
 - (d) Refer to the Schedules for shiftwork penalty payments applicable to shift duty performed at other times as follows:
 - (i) Schedule 1– clause 3



- (ii) Schedule 2 – clause 13
- (iii) Schedule 3 – clause 9
- (iv) Schedule 4 – clause 6
- (v) Schedule 5 – refer to Schedule 1, clause 3
- (vi) Schedule 6 – clause 6
- (vii) Schedule 7 – clause 4

Note: employees may enter into a Group Flexible Work Arrangement as per clause 23 to have a consolidated allowance instead of shift payments or other payments.

- 73.2 The minimum additional payment payable for ordinary duty performed on a public holiday is four hours for each separate attendance.
- 73.3 Shiftwork 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 Schedule or under provisions of an Act or regulations under which an employee is employed.
- 73.4 Refer to clause 76, for the payment of shiftwork payments during a period of recreation leave.
- 73.5 The period for which shiftwork payments will be made will be calculated to the nearest quarter of an hour of the total amount worked in a fortnightly period.

74. Public Holiday Duty and RDOs (shiftwork)

Where, in a cycle of shifts on a regular roster, a shiftworker 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.

75. Overtime (shiftwork)

- 75.1 Overtime to be reasonable and subject to general overtime provisions in clause 59 (Additional Hours and Overtime).
- 75.2 Duty for shiftworkers will be considered overtime where:
 - (a) It is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
 - (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.
- 75.3 A part-time employee meeting the overtime eligibility requirements of clause 59.4 may elect to undertake additional hours and will be paid at single time in respect of duty performed outside the agreed hours, subject to the duty:

- (a) not exceeding any day a maximum of the period of duty as applicable to an equivalent full-time employee; and
 - (b) not exceeding in any week a maximum of either 36 hours and 45 minutes or 38 hours as applicable to an equivalent full-time employee.
- 75.4 A part-time employee meeting the eligibility requirements of clause 59.4, who is directed to perform duty which is outside their agreed hours will be paid overtime at the applicable overtime rates (e.g. time and a half, double time).
- 75.5 Where a part-time employee is regularly performing overtime (at overtime rates) or additional hours (at the single time rate) during periods within the parameters listed in clause 75.3, the part-time employee's agreed hours may be reviewed and, subject to agreement in accordance with clause 27.4, increased in line with the extra hours (overtime or additional hours) regularly being performed. The review should consider the ability of the employee to be able to complete the additional hours and whether there are other options to meet the additional hours. Where, following the review the agreed hours are not increased, the employee shall be paid at the rate of single time for all extra hours performed within the parameters in clause 75.3.

Note: Approval for the payment of additional hours or overtime must be recorded on the employee's timesheet and indicate whether the hours worked were by agreement (i.e. employee election) or by direction of the employee's manager.

- 75.6 Work will be considered overtime for casual shiftworkers where it is performed:
- (a) on any day beyond the normal rostered hours of duty for an equivalent full-time employee on that day; or
 - (b) in excess of 38 hours in a week or an average of 38 hours per week over a cycle of shifts.
 - (c) Casual loading set out in 28 (Causal Employment) is not paid for overtime.
- 75.7 Overtime rates
- (a) The provisions of clause 61 (Emergency Duty) will not apply to shiftworkers whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.
 - (b) Schedule 1 and Schedule 5
 - (i) Overtime worked Monday to Friday will be paid at time and a half for the first three hours and double time thereafter.
 - (ii) Overtime worked on Saturday will be paid at the rate of double time
 - (iii) Overtime worked on Sunday will be paid at the rate of double time.
 - (iv) Overtime worked on a public holiday will be paid at a rate of double time and a half.



- (c) Schedule 2
 - (i) Overtime worked Monday to Saturday will be paid at time and a half for the first two hours and double time thereafter.
 - (ii) Overtime worked on Sunday will be paid at the rate of double time.
 - (iii) Overtime worked on a public holiday will be paid at a rate of double time and a half.
 - (iv) For all time of duty after the employee has finished their ordinary shift such unrelieved employee shall be paid time and a half for the first eight hours and double time thereafter.
- (d) Schedule 3
 - (i) Overtime will be paid at the rate of double time.
 - (ii) For all time of duty after the employee has finished their ordinary shift such unrelieved employee shall be paid time and a half for the first eight hours and double time thereafter.
 - (iii) Clause 75.7(d)(i) will not apply to arrangements between employees themselves, or in cases of rotation of shift, or when the relief does not come on duty at the proper time.
 - (iv) Overtime worked on a public holiday will be paid at a rate of double time and a half.
- (e) Schedule 4
 - (i) Overtime will be paid at the rate of double time.
 - (ii) For all time of duty after the employee has finished their ordinary shift such unrelieved employee shall be paid time and a half for the first eight hours and double time thereafter.
 - (iii) Clause 75.7(e)(i) will not apply to arrangements between employees themselves, or in cases of rotation of shift, or when the relief does not come on duty at the proper time.
 - (iv) Overtime worked on a public holiday will be paid at a rate of double time and a half.
- (f) Schedule 6
 - (i) Overtime worked Monday to Saturday will be paid at time and a half for the first two hours and double time thereafter.
 - (ii) Overtime worked on Sunday will be paid at double time rate.
 - (iii) Overtime worked on a public holiday will be paid at a rate of double time and a half.

(iv) For all time of duty after the employee has finished their ordinary shift such unrelieved employee shall be paid time and a half for the first eight hours and double time thereafter.

(g) Schedule 7

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

(ii) Overtime worked on Saturday will be paid at the rate of double time

(iii) Overtime worked on Sunday will be paid at the rate of double time.

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

76. Recreation Leave and Shiftwork Penalties

76.1 A shiftworker on approved paid recreation leave will receive shiftwork penalties as if they were rostered on to perform duty during the period of recreation leave. Such payments will be referred to as 'penalties in lieu of shiftwork' payments (PILS).

76.2 The payment of PILS is subject to the following:

- (a) the employee is approved to take at least one day's recreation leave;
- (b) recreation leave has been deducted for the shift that the employee would have worked on that day (note this does not apply to public holidays occurring during recreation leave, see clause 86.5);
- (c) where a forecasted roster has not been provided with a recreation leave application then PILS will be calculated based on the employee's previous six months of shiftwork payments under clause 73.

76.3 A shiftworker on recreation leave at half pay as per clause 87 will be paid PILS. Such penalties will be calculated based on the period of leave which counts for service in accordance with clause 87 and will be paid at 50% for the entire period in accordance with clause 87.

76.4 Where an employee has been approved to cash-out their recreation leave in accordance with clause 86.7, payment will be calculated based on the employee's previous six months of shiftwork payments under clause 73.

77. Shiftwork Review

77.1 The parties undertake to review the terms and conditions presently in place for shiftworkers under this Agreement.

77.2 The Parties agree that all shiftwork arrangements are to be discussed as part of the review, including matters such as:

- (a) definitions of day, afternoon and night shift
- (b) ordinary hours of work and associated salary



- (c) shiftwork penalties
 - (d) provisions for notice of roster changes.
- 77.3 The review will examine any cost implications associated with any proposal and consider the development of consistent, simplified and contemporary provisions, with a view to ensuring quality, cost effective service delivery and appropriate payment for work to be performed.
- 77.4 The parties undertake to commence the review within three months of the commencement of this Agreement.
- 77.5 The Commissioner will give effect to the agreed outcomes / recommendations through a determination or other appropriate instrument.

Part 9 Leave

78. Personal Leave

78.1 General

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

- (a) because the employee is not fit for work because of a personal illness, or personal injury affecting the employee (sick leave); or
- (b) to provide care or support to a member of the employee's immediate family or household who requires such care or support because of:
 - (i) a personal illness or personal injury affecting the member (carer's leave); or
 - (ii) an unexpected emergency affecting the member (carer's leave).

78.2 Paid Personal Leave Entitlement

- (a) An ongoing full-time employee is entitled to:
 - (i) three weeks paid personal leave on commencement of employment; and
 - (ii) three weeks paid personal leave on each anniversary of the employee's commencement date subject to 78.2(g).
- (b) A fixed period full-time employee is entitled to:
 - (i) two days paid personal leave on commencement of employment;
 - (ii) up to one week of paid personal leave for each period of two months service provided that the total leave does not exceed three weeks within the first 12 months of service; and
 - (iii) three weeks paid personal leave annually on the anniversary of the employee's commencement date.

- (c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 78.2(a) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.
- (d) A part-time employee is entitled to paid personal leave on a pro rata basis in accordance with the employee's agreed hours of work.
- (e) Casual employees are not entitled to paid personal leave.
- (f) Paid personal leave is cumulative.
- (g) An employee's paid personal leave entitlement will be deferred by any period of:
 - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 78.6;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.
- (h) An employee may elect to access personal leave at half pay where the absence is at least one day.

78.3 Unpaid carer's leave – casual employees

- (a) Casual employees are entitled to two days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clauses 78.5 and 78.6.
- (b) Unpaid carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.
- (c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 78.3(a).

78.4 Additional Personal Leave

Where paid personal leave credits are exhausted:

- (a) Unpaid carer's leave
 - (i) An employee is entitled to access up to two days unpaid carer's leave on each occasion that the employee requires carer's leave.
 - (ii) Carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.
 - (iii) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 78.4(a)(i).

- (b) An employee may apply for and the CEO may grant, after considering all the circumstances:
 - (i) additional personal leave on half pay, which cannot be converted to full pay; or
 - (ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.
- (c) Additional leave utilised under clause 78.4 is subject to the notice and evidence requirements in clauses 78.5 and 78.6.

78.5 Notice Requirements

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

78.6 Documentation Requirements

- (a) An employee must apply for personal leave in the form required by the CEO as soon as it is reasonably practicable for the employee to make the application.
- (b) Subject to clause 78.6(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 78.1(a) (sick leave), an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
 - (i) a medical certificate from a registered health practitioner; or
 - (ii) if it is not reasonably practicable for the employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside outside an urban area or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:
 - A. the reasons why it was not practicable to provide a medical certificate; and
 - B. the reason for and length of the absence.
- (c) Subject to clause 78.6(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 78.1(b) (carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with:
 - (i) evidence which may include a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires the employee's care or support to the extent that they will not be able to attend for duty; or

- (ii) other relevant documentary evidence stating the unexpected emergency, and that this unexpected emergency required the employee's care or support.
- (iii) A CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.
- (d) An employee may access personal leave without providing documentary evidence as follows:
 - (i) day workers - up to a maximum of five days or the equivalent number of hours of duty per personal leave year, provided that no more than three of those days may be consecutive working days or the equivalent number of hours of duty.
 - (ii) shiftworkers - up to a maximum of the employee's weekly hours or five shifts per personal leave year, whichever is the greater, provided that no more than three of those shifts may be consecutive working days.

78.7 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of clauses 78.5 and 78.6 and the recreation leave and long service leave provisions, an employee may access paid personal leave during periods of recreation and long service leave.
- (b) Where recreation leave or long service leave had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

78.8 Medical examination at the direction of the CEO

- (a) The CEO may direct an employee to attend an examination by a registered health practitioner where:
 - (i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury;
 - (ii) it is considered that an employee's efficiency may be affected due to illness or injury;
 - (iii) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees or the public; or
 - (iv) under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.
- (b) An employee directed to attend a medical examination in accordance with clause 78.8(a) who is:
 - (i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;

- (ii) an employee other than one to which clause 78.8(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known;

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

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

78.9 Personal leave – Workers Compensation

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

79. Infectious diseases leave

79.1 Where an employee produces evidence that would satisfy a reasonable person that:

- (a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act 1981*; and
- (b) by reason of any law of the Territory or state or territory of the Commonwealth is required to be isolated from other persons,

the CEO may grant

- (a) sick leave for any period during which the employee actually suffers from illness; or
- (b) where working from another location during the isolation period is not possible (e.g. working from home), recreation leave in relation to any period during which the employee does not actually suffer from illness.

79.2 Where an employee suffers an injury or disease in the course of their employment they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1986*.

80. Compassionate Leave

80.1 An employee may take up to five days of compassionate leave for each occasion when:

- (a) a member of the employee's immediate family or household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies.

- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.
- 80.2 An employee may take up to three days of compassionate leave on each occasion of the death of a member of the employee's extended family.
- 80.3 An employee may take up to three days of compassionate leave if they or their partner experiences a miscarriage.
- 80.4 Compassionate leave is paid leave, except for casual employees where it is provided without pay.
- 80.5 Compassionate leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the CEO.
- 80.6 The CEO may approve an additional period of unpaid compassionate leave on request.
- 80.7 Notice and evidence Requirements
 - (a) An employee must provide the CEO with notice of the taking of compassionate leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
 - (b) Subject to clause 80.7(c), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.
 - (c) In relation to leave under clause 80.3 (miscarriage), the employee must produce a medical certificate from a medical practitioner stating that the employee's pregnancy or their partner's pregnancy has ended.

81. Cultural and Ceremonial Leave

- 81.1 An employee is entitled to five days unpaid cultural and ceremonial leave per year, to undertake cultural or ceremonial obligations for the community or group to which the employee belongs to.
- 81.2 An employee must advise the CEO as soon as reasonably practicable of the period or expected period of the leave.
- 81.3 The CEO may require an employee to provide documentary evidence, where appropriate, in support of the leave application.
- 81.4 The CEO may approve an additional period of unpaid cultural and ceremonial leave on request.
- 81.5 An employee may elect to use their recreation leave or long service leave to undertake their cultural or ceremonial obligations.
- 81.6 Unpaid cultural and ceremonial leave does not count for service for any purpose.

82. NAIDOC Week Leave

- 82.1 Employees may utilise time off in lieu of overtime (TOIL), flextime credits or other flexible working arrangements to attend and participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities (e.g. NAIDOC March).
- 82.2 An employee must seek prior approval from their manager to utilise TOIL, flextime credits or other flexible working arrangements. Such requests should be supported, subject to an agency's operational requirements.
- 82.3 An employee who does not have access to TOIL, flextime or other flexible working arrangements may be granted paid leave. Subject to operational requirements, the CEO may approve up to 3 hours per year of paid leave to facilitate the employee's attendance at NAIDOC week activities.

83. Kinship Obligation Leave

- 83.1 An Australian First Nation's employee may take up to five days paid kinship obligation leave each year for the purpose of attending Sorry Business or related purposes. Sorry Business refers to cultural practices and protocols undertaken after someone's passing.
- 83.2 For the purposes of this clause, 'kinship' means:

Australian First Nations kinship where there is a connection, relationship or obligation under the customs, traditions or cultures of the communities, groups or families to which the employee belongs.
- 83.3 The leave is in addition to any other leave available to the employee under this Agreement and may be taken in broken periods and at half pay.
- 83.4 Where an employee utilises an amount of kinship obligation leave at half pay:
- (a) Leave entitlements will accrue as if the employee had utilised the amount of kinship obligation leave at full pay.

For example, if an employee utilises two days of kinship obligation leave over a period of four days at half pay, all leave entitlements will accrue over the first two days of leave, as if the employee was on kinship obligation leave with full pay, and no leave entitlements will accrue over the final two days of kinship obligation leave on half pay.
 - (b) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- 83.5 The leave does not accrue progressively or accumulate from year to year and there is no residual entitlement to be paid on cessation of employment.
- 83.6 Notice requirements
- (a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
 - (b) The CEO may require an employee to produce evidence that would satisfy a reasonable person of the need for kinship obligation leave.

84. Domestic, Family and Sexual Violence Leave

- 84.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic or family violence, or sexual violence. Support measures for employees include leave with pay, flexible work options and access to the Employee Assistance Program. Additional support may be available to employees through their agency.
- 84.2 Leave with pay is available to an employee who is experiencing domestic or family violence, or sexual violence and who requires time off for reasons including, but not limited to:
- (a) seeking safe accommodation;
 - (b) attending court hearings and police appointments;
 - (c) accessing legal advice;
 - (d) organising alternative care or education arrangements for the employee's children; or
 - (e) other related purposes approved by the CEO.
- 84.3 Domestic, Family and Sexual Violence Leave is in addition to other leave entitlements and counts as service for all purposes.
- 84.4 Applications for leave will be dealt with confidentially and sensitively. Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.
- 84.5 Reasonable adjustments will be considered to ensure the individual's safety in the workplace (e.g. different work locations, removal of phone listing or changes to NTG email addresses).

85. Foster and Kinship Carers leave

- 85.1 Foster and Kinship Carers leave is available to an employee for the purpose of:
- (a) providing temporary care to a child of up to 18 years of age who is in authorised care (Carer Placement Leave); and
 - (b) undertaking mandatory training and assessments associated with being a foster carer or a kinship carer (Carer Assessment and Training Leave).
- 85.2 Carer Placement Leave
- (a) An employee may access Carer Placement Leave where the employee is:
 - (i) an authorised foster carer or kinship carer with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*; and
 - (ii) entering into a care arrangement for a child who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.

- (b) Carer Placement Leave is available on commencing the placement of a child/ children into the employee's care for the first time, to help carers and children settle. It does not apply where there is an entitlement to parental leave.
- (c) Carer Placement Leave entitlements include up to 10 days of paid leave and up to 10 days of unpaid leave per calendar year. Leave can be taken in single days or multiple days.

85.3 Carer Assessment and Training Leave

- (a) An employee may access up to 5 days paid Carer Assessment and Training Leave per calendar year.
- (b) The employee must be an authorised foster carer or kinship carer, or undertaking assessment and training to become an authorised foster carer or kinship carer, with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.

85.4 Notice and evidence Requirements

- (a) An employee must provide the CEO with notice of the taking of Foster and Kinship Carers leave as soon as practicable, and must advise of the period, or expected period, of the leave.
- (b) Carer Assessment and Training Leave should be taken at a time that is agreed with the CEO.
- (c) An employee must provide the CEO with documentation from the department responsible for children in authorised care, supporting their eligibility for leave.

85.5 Authorised foster carers and kinship carers may also be eligible for other types of leave to support a child in their care. These leave arrangements are detailed in other provisions within this Agreement and include:

- (a) personal leave – refer to clause 78;
- (b) compassionate leave- refer to clause 80;
- (c) permanent care order application leave – refer to clause 92.7;
- (d) parental leave, including primary caregiver parental leave and partner leave – refer to clause 92.

86. Recreation Leave

86.1 Definitions

For the purpose of this clause:

- (a) **month** means a calendar month.
- (b) **shiftworker** means an employee who works rostered shifts including day shift, evening shift and night shift.

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

86.2 Recreation Leave

- (a) An employee (except for a casual employee) is entitled to:
 - (i) four weeks paid recreation leave per year;
 - (ii) an additional two weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This shall not affect and shall be in addition to the entitlement under clause 86.2(a)(iii); and
 - (iii) an additional week of paid recreation leave per year for a seven day shiftworker, provided that a shiftworker rostered to perform duty on less than 10 Sundays during a year is entitled to additional paid recreation leave at the rate of half a day for each Sunday rostered.
- (b) A rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clause 86.2(a)(iii).

86.3 Accrual of Leave

- (a) An employee's entitlement to paid recreation leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (b) If an employee takes unpaid leave that does not count as service, leave will not accrue for that period.

Note: An employee who has taken unpaid leave that does count for service will accrue leave for that period.
- (c) A part-time employee will accrue recreation leave on a pro rata basis in accordance with the employee's agreed hours of work.
- (d) An employee who has worked for only part of a year will accrue recreation leave on a pro rata basis in accordance with the employee's ordinary hours of work or, agreed hours of work if a part-time employee.
- (e) Recreation leave accumulates from year to year.

86.4 Granting of Leave

The CEO may, on application in writing by the employee, grant leave for recreation purposes, subject to the agency's operational requirements. An application will not be unreasonably refused.

86.5 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under clause 87), the employee is entitled to the employee's full rate of pay that the employee would have been paid had the public holiday fallen on a day that the employee was not on recreation leave; and

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

86.6 Excess Leave

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

86.7 Cash-out of Leave

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

- (a) the employee's remaining accrued entitlement to paid recreation leave is not less than four weeks;
- (b) each cashing-out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone; and
- (d) a minimum of five days to be cashed-out on any occasion.

86.8 Personal leave

An employee may access personal leave during a period of recreation leave, provided the leave is supported by documentary evidence as set out in clause 78 (Personal Leave). The CEO may approve the personal leave and authorise the equivalent period of recreation leave to be re-credited.

86.9 Payment in Lieu

- (a) Where an employee ceases employment, other than by death, the employee is entitled to payment in lieu of any available recreation leave entitlement.
- (b) Where an employee dies, or after consideration of all the circumstances the employer has directed that an employee shall be presumed to have died on a particular date, the CEO may authorise payment in lieu of the employee's remaining recreation leave entitlement:
 - (i) to the employee's legal personal representative; or
 - (ii) when authorised by the employee's legal personal representative, to another person or persons at the CEO's discretion.

87. Recreation Leave at Half Pay

- (a) An employee may apply to utilise one or more weeks of the employee's recreation leave at half pay, in order to double the period of leave.

- (b) An employee cannot utilise recreation leave at half pay whilst under a Flexible Lifestyle (purchased) leave arrangement.
- (c) Recreation leave at half pay does not apply to 92% and 96% school-based administration employees due to existing operational, stand down and leave arrangements in those workplaces.
- (d) Where an employee utilises an amount of recreation leave at half pay:
 - (i) leave entitlements will accrue as if the employee had utilised the amount of recreation leave at full pay.

For example, if an employee utilises two weeks of recreation leave over a period of four weeks at half pay, all leave entitlements will accrue over the first two weeks of leave, as if the employee was on recreation leave with full pay, and no leave entitlements will accrue over the final two weeks of recreation leave on half pay.
 - (ii) salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- (e) A period of recreation leave at half pay does not break continuity of service.
- (f) The second half of the period of leave at half pay will not count as service and service based entitlements will be adjusted accordingly.

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

88. Recreation Leave Loading

88.1 Recreation Leave Loading Entitlement

- (a) In addition to normal salary payment for recreation leave, an employee is entitled to a recreation leave loading on 1 January each year. Subject to clause 88.1(b), the amount of the loading will be the lesser of:
 - (i) 17.5% of the value of the annual recreation leave accrued over the previous year based on the employee's salary, including allowances in the nature of salary; or
 - (ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the May reference period of the previous year.
- (b) In the case of a shiftworker who would have been entitled to shift penalties in excess of the maximum payment referred to in clause 88.1(a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading shall be equivalent to the shift penalties.

Note: Refer clause 76 for shift penalties payable on recreation leave.

88.2 Payment of recreation leave loading

- (a) With the exception of shiftworkers, an employee who is approved to use at least one week of recreation leave may apply for an accrued recreation leave loading.
- (b) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loading plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.
- (c) Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at clause 88.2(b) will be the salary payable had the employee been employed on 1 January of that year.

88.3 Automatic Cash-out

- (a) Where an employee has two or more recreation leave loadings, the following automatic payment provisions shall apply:
 - (i) the common cash-up date for the automatic payment of recreation leave loadings is the second pay day in January of each year or in any case by the end of January each year;
 - (ii) an employee with two accrued recreation leave loadings as at 1 January shall have one recreation leave loading automatically paid on the common cash-up date of that year;
 - (iii) an employee with three or more accrued recreation leave loadings as at 1 January shall have two recreation leave loadings automatically paid on the common cash-up date of that year;
 - (iv) recreation leave loadings will be paid in the order of accrual; and
 - (v) recreation leave loadings will continue to be taxed in accordance with current Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.
- (b) The automatic payment of recreation leave loadings shall not apply to shiftworkers.

89. **Flexible Lifestyle (Purchased) Leave**

- 89.1 Flexible lifestyle leave is a voluntary arrangement where employees may purchase between one to eight weeks of additional leave, with a corresponding reduction in the number of working weeks.
- 89.2 Flexible lifestyle leave arrangements are subject to agency operational requirements and approval by the CEO.

89.3 Eligibility

An employee must:

- (a) have completed at least 12 months continuous service;
- (b) not have any excess recreation leave, as defined in clause 42.7 (Excess Leave); and
- (c) have exhausted their long service leave entitlements, or satisfied the conditions of By-law 8.3 or clause 17.4 of Schedule 8 (whichever is applicable).
- (d) Flexible lifestyle leave is not available to 92% and 96% school-based administration employees due to existing operational, stand down and leave arrangements in those workplaces.

89.4 Method of purchase

Flexible lifestyle leave is purchased in advance at an amount equal to the salary for the additional leave. Payments are deducted from the employee's gross fortnightly salary over a 12 month period, or shorter period approved by the CEO.

89.5 General conditions

- (a) A flexible lifestyle leave arrangement must not result in an employee having a total leave balance greater than the excess leave limits in clause 42.7 (Excess Leave) after the period of the arrangement.
- (b) If an employee does not use their purchased leave within the agreed period, it will lapse and the employee will be reimbursed monies paid.
- (c) Flexible lifestyle leave may be taken in periods of two or more days.
- (d) A flexible lifestyle leave arrangement must be in writing and is non-renewable. On the expiry of an existing arrangement, the employee may lodge a new application for approval by the CEO.
- (e) Flexible lifestyle leave is available for use three months from the commencement date of the arrangement.

89.6 Effect on Other Entitlements

- (a) Flexible lifestyle leave will count as service for all purposes.
- (b) Flexible lifestyle leave does not attract leave loading.
- (c) Where a public holiday falls within a period of flexible lifestyle leave the period of the public holiday is not deducted from the employee's flexible lifestyle leave balance.
- (d) Recreation leave at half pay is not available while a flexible lifestyle leave arrangement is in place.
- (e) For the period over which payments are being deducted from an employee's salary to fund a flexible lifestyle leave arrangement, compulsory employer

superannuation contributions are calculated on the salary that the employee was paid:

- (i) prior to flexible lifestyle leave deductions being made in the case of NTGPASS and CSS employees; and
- (ii) after flexible lifestyle leave deductions being made in the case of Choice of Fund superannuation fund employees.

89.7 Independent advice

Prior to entering into or ceasing a purchased leave arrangement an employee should seek, at the employee's own expense, independent advice regarding:

- (a) the employee's financial situation;
- (b) the potential impact on taxation; and
- (c) the potential impact on superannuation.

89.8 Cessation of Arrangement

- (a) A flexible lifestyle leave arrangement will cease in one of the following ways:
 - (i) The specified term of the flexible lifestyle leave arrangement expires.
 - (ii) By the employee providing the CEO four weeks' written notice requesting to terminate the arrangement, and the CEO approving the employee's request.
 - (iii) At the initiative of the CEO, on the giving of three months written notice to the employee, along with reasons for the cessation.
 - (iv) The employee ceases employment with the NTPS.
 - (v) The employee moves to a new work area within the agency, or to another agency and the new work area or agency does not agree to continue the arrangement.
- (b) Where a flexible lifestyle leave arrangement ceases, the employee will be reimbursed, by lump sum payment, the amount of any unused flexible lifestyle leave. The reimbursement will be paid within two months of the cessation of the arrangement.

90. Christmas Closedown

90.1 The CEO will consult with relevant employees where the agency, or part of the agency, will close down for a nominated period and where the closedown will occur provided that:

- (a) at least three months notice in writing is given to employees prior to the closedown period; and
- (b) the nominated period covers the Christmas and New Year period.

- 90.2 Closedown may apply to part of an agency where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a closedown period. This may occur subject to the CEO:
- (a) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or
 - (b) if no volunteers are forthcoming, directing employees with at least two months notice to cover the closedown period.

90.3 Christmas closedown leave

- (a) Employees (excluding casuals) will be granted paid Christmas closedown leave for the number of days needed to cover an agency's closedown period between Christmas and New Year's Day, subject to the provisions of this clause.
- (b) Where an agency's closedown period is outside of the period nominated in clause 90.3(a), employees must use recreation leave, time off in lieu or flextime credits, provided that:
 - (i) New employees, who will not be able to accrue enough leave credits to cover the additional closedown period (i.e. outside the time between Christmas to New Year's Day), may be offered by the CEO to work additional hours to enable sufficient time off in lieu, or flextime credits to be accrued to cover any required period, or offered alternate work.

Note: Alternate work only applies to cover closedown days outside the Christmas to New Year's Day period. Where an agency is closed down between Christmas to New Year's Day, the employee must be granted Christmas closedown leave.

- (ii) If an employee has insufficient recreation leave credits, time off in lieu or flextime credits leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.
- (c) Where an agency, or part of an agency does not close down, then employees on recreation leave or long service leave will be entitled to Christmas close down leave in accordance with clause 90.3(a).
- (d) If an employee (excluding casuals) is required to work ordinary hours during the period between Christmas and New Year's Day due to operational reasons, the employee will be able to bank Christmas closedown leave as follows:
 - (i) 22.05 hours (pro rata for part time employees), for employees whose ordinary weekly hours are 36.75 hours; or
 - (ii) 22.8 hours (pro rata for part time employees), for employees whose ordinary weekly hours are 38 hours.
- (e) Christmas closedown leave shall be banked on the following conditions:
 - (i) banked leave must be taken within the following 12 months;
 - (ii) cannot be taken at half pay;

- (iii) time taken will be paid at the employee's base salary including any allowance that counts as salary for all purposes and include, for shiftworkers, penalty payments that would have been paid for the rostered hours on that day (i.e. the day the banked leave is taken);
 - (iv) when leave can be taken will be subject to the agency's operational requirements, however applications to utilise banked time must not be unreasonably refused; and
 - (v) the entitlement does not accumulate from year to year and is not paid out on cessation of employment.
- (f) Employees who are on paid parental leave, or any form of leave without pay spanning over the Christmas and New Year period are not eligible for Christmas closedown leave.
- (g) School-based 92% and 96% Administrative Officers who are directed to take their recreation leave during the December/January school holiday period will also be able to bank Christmas closedown leave. The banked leave will be subject to the same conditions as clause 90.3(e) and can be taken as follows:
- (i) during designated school terms; or
 - (ii) to enable paid leave during periods of stand down without pay.
- (h) Christmas closedown leave, including banked leave, does not attract recreation leave loading

91. Long Service Leave

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

92. Parental Leave

This clause sets out all entitlements in relation to parental leave and applies in conjunction with the NES.

92.1 Application

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

- (a) the birth of a child of the employee or the employee's spouse (including the birth of a child by way of a surrogacy arrangement);
- (b) the placement of a child with the employee for adoption; or
- (c) the placement of a child with the employee under a long term or permanent care order; and

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

92.2 Definitions

For the purpose of this clause:

- (a) **child** means:
- (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee, the employee's spouse or the employee's legal surrogate; or
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with the employee; or
 - (iii) in relation to a long term or permanent care order related leave, a child (or children) who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*, and who will be placed with the employee under a long term or permanent care order.

- (b) **continuous service** means the employee's continuous period of employment with the employer and, where relevant, any continuous period of employment within an agency for the purposes of the *Financial Management Act 1995* that immediately preceded NTPS employment (i.e. no break in service between employment). An employee's service will be continuous despite any periods of authorised paid leave, or periods of authorised unpaid leave that are expressly stated as counting for the purposes of service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory.

Where an employee is employed under two or more separate contracts of employment at the same time, as permitted under s 38A of the PSEM Act, and the employee requires parental leave under each contract, continuous service will be determined with respect to the total period of service with the employer.

- (c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:
- (i) the day on which the employee first takes parental responsibility for the child; or
 - (ii) the day on which the employee starts any travel that is reasonably necessary to take parental responsibility for the child.
- (d) **eligible casual employee** means a casual employee who has been engaged by the employer on a regular and systematic basis for a period of:
- (i) at least 12 months; or
 - (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and:
 - A. the employer terminated the previous engagement;
 - B. the employee was re-employed within three months after termination of the previous engagement; and
 - C. the total employment period (i.e. the current employment and previous engagement) is at least 12 months.

- (e) **medical certificate** means a certificate signed by a medical practitioner.
- (f) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 1995* and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 92.12.
- (h) **primary caregiver** means the person who is the primary carer of a child at and immediately following the time of birth or day of placement of a child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary caregiver on any particular day. In most cases, the primary caregiver will be the birth giver or the initial primary carer of a newly adopted child.

92.3 Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (clause 92.8)	Less than 39 weeks or eligible casual employee	Nil	52 weeks	52 weeks
	Between 39 weeks and 12 months	Between 1 and 14 weeks*	Between 38 and 51 weeks	52 weeks
	At least 12 months	14 weeks	142 weeks	3 years
	At least 4 years and 49 weeks	Between 15 and 18 weeks*	Between 138 and 141 weeks	3 years
	At least 5 years	18 weeks	138 weeks	3 years
<i>*Note: The amount of paid leave for employees with less than 12 months or 5 years (whichever is applicable) depends on the employee's continuous service at commencement of parental leave and the employee achieving the service requirements during the first 14 or 18 weeks of parental leave. The formula in clause 92.8 is used to calculate the amount of pro rata leave.</i>				
Partner leave (clause 92.9)	Less than 12 months or eligible casual employee	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years
	At least 5 years	2 weeks	154 weeks	3 years
Pre-natal leave (clause 92.4)	All employees (excludes casuals)	8 hours		8 hours
Leave for pregnancy-related illness (clause 92.5)	All employees	<i>(No paid leave under parental leave. Employee can elect to use accrued paid personal leave entitlements)</i>	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
No safe job leave (clauses 92.6(f) and 92.6(g))	Where an employee is not entitled to primary	Nil	For the entire risk period (as defined in clause 92.6(a))	For the entire risk period (as defined in clause 92.6(a))



Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
	caregiver parental leave			
	Where an employee is entitled to primary caregiver parental leave	For the entire risk period (as defined in clause 92.6(a))		For the entire risk period (as defined in clause 92.6(a))92.6(a))
Pre-adoption leave/ permanent care order application (clause 92.7)	Less than 12 months service or eligible casual employees	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
Special maternity leave (miscarriage) (clause 92.11(b))	All employees	Compassionate leave is available (<i>Accrued paid personal leave may be available</i>)	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
Special maternity leave (stillbirth) (clause 92.11(c))	All employees	As for primary caregiver parental leave Compassionate leave is also available	As for Primary caregiver parental leave	As for Primary caregiver parental leave

92.4 Pre-natal leave

- (a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling eight hours per pregnancy, to enable the employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to eight hours unpaid leave per pregnancy.
- (b) An employee must comply with the notice and evidence requirements set out in clause 92.12 to access pre-natal leave.

92.5 Leave for pregnancy-related illness

- (a) A pregnant employee who has not yet commenced primary caregiver parental leave is entitled to unpaid leave for a pregnancy-related illness.
- (b) An employee is entitled to take such period of leave as a medical practitioner certifies as necessary.
- (c) The period of leave taken because the employee has a pregnancy related illness will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.
- (d) An employee may elect to use their accrued paid personal leave entitlements instead of taking unpaid leave.

- (e) Leave for a pregnancy related illness must end before the employee starts primary caregiver parental leave.

92.6 Transfer to an appropriate safe job

- (a) This clause applies where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue their present work for a stated period (the **risk period**).
- (b) The CEO will (if there is an appropriate safe job available and if reasonably practicable) transfer the employee to an appropriate safe job during the risk period.
- (c) Unless agreed by the employee, an employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until the commencement of parental leave.
- (d) During the risk period, the employee is entitled to the employee's full rate of pay (for the position they were in before the transfer) for the hours that the employee works in the risk period. For this clause, full rate of pay is as defined in section 18 of the FW Act.
- (e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (f) An employee is entitled to paid no safe job leave for the risk period, or part thereof, that the employee does not work, if:
 - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
 - (ii) the employee is entitled to primary caregiver parental leave in association with the pregnancy and birth; and
 - (iii) the employee has complied with the notice and evidence requirements set out in clause 92.12 for taking primary caregiver parental leave.
- (g) An employee is entitled to unpaid no safe job leave for the risk period, or part thereof, if:
 - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
 - (ii) the employee is not entitled to primary caregiver parental leave in association with the pregnancy and birth (i.e. a pregnant casual employee who does not meet the definition of eligible casual employee); and
 - (iii) if required by the CEO, the employee has given the CEO evidence that would satisfy a reasonable person of the pregnancy.

- (h) If an employee is transferred to an appropriate safe job to work ordinary hours less than their usual ordinary hours during the risk period, the employee is entitled to paid or unpaid no safe job leave for the balance of their usual ordinary hours (subject to the requirements for those forms of leave being met).

92.7 Pre-adoption or permanent care order application leave

- (a) An employee seeking to adopt a child is entitled to take two days pre-adoption or permanent care order application leave for the purposes of attending interviews or examinations required:
 - (i) in order to obtain approval for the employee's adoption of a child; or
 - (ii) when making an application for a permanent care order
- (b) Leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.
- (c) Pre-adoption or permanent care order application leave is paid leave, except for employees with less than 12 months continuous service or for casual employees where it is provided without pay.
- (d) An employee must comply with the notice and evidence requirements set out in clause 92.12 to access pre-adoption leave.

92.8 Primary caregiver parental leave

- (a) Primary caregiver parental leave is available to full-time, part-time and eligible casual employees who will be the primary caregiver of the child.
- (b) Entitlement to primary caregiver parental leave
 - (i) An eligible casual employee is entitled to up to 52 weeks unpaid primary caregiver parental leave.
 - (ii) An employee with less than 39 weeks continuous service at the time of commencing parental leave is entitled to up to 52 weeks unpaid primary caregiver parental leave.
 - (iii) Subject to clause 92.8(b)(v), an employee with at least 39 weeks continuous service, but less than four years and 49 weeks continuous service, at the time of commencing parental leave is entitled to primary caregiver parental leave, comprising of [A] and [B] below:

- A. Paid leave according to the following formula, up to a maximum of 14 weeks:

$$\text{Number of weeks continuous service} - 38 = \text{Number of weeks paid parental leave (up to a maximum of 14 weeks)}$$

B. Unpaid leave for the remaining balance of the following total leave periods:

- 1) 52 weeks for employees with less than 12 months continuous service; or
- 2) 3 years for employees with 12 months continuous service or more.

Note: Employees with 12 months continuous service will be entitled to 14 weeks paid and 142 weeks unpaid primary caregiver parental leave.

Examples:

Employee with 50 weeks continuous service at the birth receives 12 weeks paid leave (50-38=12) and 40 weeks unpaid leave (52-12=40).

Employee with 2 years continuous service at the birth receives 14 weeks paid leave (104-38=66, but the 14 week maximum applies) and 142 weeks unpaid leave (156-14=142).

(iv) Subject to clause 92.8(b)(vi) an employee with at least four years and 49 weeks continuous service at the time of commencing parental leave is entitled to up to three years primary caregiver parental leave, comprising of (A) and (B) below:

A. Paid parental leave according to the following formula, up to a maximum of 18 weeks:

18	-	Number of 5 year shortfall weeks	=	Number of weeks paid parental leave
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5 year shortfall weeks means the number of weeks of continuous service less than five years continuous service (where any part of a week is rounded up to constitute a full week) at the time of commencing parental leave.

B. Unpaid parental leave for the remaining balance of the total leave period up to three years.

Note: All employees with 5 years continuous service will be entitled to 18 weeks paid and 138 weeks unpaid primary caregiver parental leave.

Examples:

Employee with 4 years and 49 weeks continuous service at the birth receives 15 weeks paid leave (18-3=15) and 141 weeks unpaid leave (156-15=141).

Employee with 5 years and 26 weeks continuous service at the birth receives 18 weeks paid leave (18-0=18) and 138 weeks unpaid leave (156-18=138).

(v) Employees with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 92.8(b)(iii), provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental. Where the employee ceases employment (e.g.



resigns) before achieving 12 months continuous service, any primary caregiver parental leave paid will be an overpayment and managed in accordance with clause 43 (Integrity of Payments).

- (vi) Employees with at least 4 years and 49 weeks but less than five years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 92.8(b)(iv), provided they will achieve five years continuous service during the first 18 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving five years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance with clause 43 (Integrity of Payments).

Note: Parental leave cannot be granted beyond a date which, but for the grant of leave, would have been the employee's cessation date or end of fixed period employment contract to accommodate achieving service requirements for paid parental leave entitlements.

- (vii) For the avoidance of doubt, only one parent of an NTPS employee couple is entitled to receive primary caregiver parental leave in respect to the birth, adoption or long term or permanent care placement of their child.

(c) Commencement of primary caregiver parental leave

Primary caregiver parental leave will commence in accordance with the following table:

Type of parental leave	Commencement of primary carer parental leave
Associated with the birth of a child	Any time within six weeks immediately prior to the expected birth of the child as nominated by the pregnant employee but no later than the date of birth of the child.
Associated with the adoption of a child, or the placement of a child under a permanent or long term care order	Any time within the two weeks immediately before the placement but no later than the day of the placement.
All other cases	The date of birth or the placement.

(d) Exemptions to primary caregiver parental leave

- (i) An employee is not entitled to primary caregiver parental leave in circumstances where:
 - A. the employee's spouse (whether an NTPS employee or not) meets the definition of 'primary caregiver' as set out in clause 92.2; or

- B. the employee has taken (or is eligible for) partner leave entitlements under clause 92.9 in relation to the child.

Note: It is not intended for an employee to access primary caregiver leave where they are providing spousal support in circumstances where their spouse, the birth giver, had a caesarean section. There will be exceptions, for example, where the birth giver suffers a post-natal medically certified condition that prevents them from caring for their new born child, but not where they voluntarily choose not to.

- (ii) For the avoidance of doubt, only one parent can receive primary caregiver parental leave in respect to the birth or placement of the child.

92.9 Partner leave

Partner leave is available where an employee has or will have parental responsibility for the care of their child but is not the primary caregiver. (*Note: 'primary caregiver is defined in clause 92.2(h)*)

(a) Entitlement to partner leave

- (i) An employee with less than 12 months continuous service at the time of commencing partner leave, or an eligible casual employee, is entitled to up to 52 weeks unpaid partner leave.
- (ii) An employee who has completed at least 12 months continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 1 week paid partner leave, and
 - B. 155 weeks unpaid partner leave.
- (iii) An employee who has completed at least five years continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 2 weeks paid partner leave, and
 - B. 154 weeks unpaid partner leave.

(b) Taking partner leave

- (i) Partner leave may commence up to one week prior to the expected date of birth or placement of the child (unless the CEO agrees to an alternative arrangement).
- (ii) Partner leave must not extend beyond the following periods:
 - A. In the case of an employee with less than 12 months continuous service at the time of commencing partner leave, or eligible casual employees: 24 months from the date of birth or placement of the child.

- B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: three years from the date of birth or placement of the child.
- (iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to eight weeks of their total partner leave entitlement in clause 92.9(a) in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise.
- (iv) An employee must comply with the notice and evidence requirements set out in clause 92.12 in order to access partner leave.

Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 92.9(b)(iii) or the combined parental leave provisions in clause 92.10.

(c) Paid partner leave – change in carer responsibilities within certain time period

- (i) An employee who has completed at least 12 months of continuous service at the time of commencing parental leave (and who is not entitled to combined parental leave under clause 92.10) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:
 - A. the employee’s spouse is the primary caregiver at and immediately following the birth or placement of the child;
 - B. the employee’s spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least five years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);
 - C. as a consequence of the employee’s spouse no longer being the primary caregiver, the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child’s physical needs more than anyone else; and
 - D. the employee has complied with the notice and evidence requirements set out in clause 92.12.
- (ii) The portion of their unpaid partner leave that the employee is entitled to be paid is equivalent to the period between the date on which the employee took over caring responsibilities for the child from employee’s spouse and:
 - A. for employees with at least 12 months but less than five years continuous service: 14 weeks from the birth or placement of the child; or
 - B. for employees with at least five years continuous service: 18 weeks from the birth or placement of the child.

92.10 Combined parental leave

- (a) An NTPS employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave pay scheme) provided that:
 - (i) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to three years parental leave;
 - (ii) each employee is eligible for paid parental leave; and
 - (iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.
- (b) Combined parental leave is subject to the following requirements:
 - (i) compliance with the notice and evidence requirements for taking parental leave set out in clause 92.12;
 - (ii) a maximum of two interchanges of employees sharing combined parental leave; and
 - (iii) evidence that parental leave will be utilised by both members of the NTPS employee couple.
- (c) For the avoidance of doubt, where an NTPS employee couple combines their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, that employee will be paid their ordinary rate of pay for the period of leave.

92.11 Special maternity leave

- (a) An employee who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where the employee's pregnancy ends other than by the birth of a living child.
- (b) Miscarriage – end of a pregnancy during the first 20 weeks of pregnancy
 - (i) In the event of a miscarriage, an employee may access unpaid special maternity leave for such period as a medical practitioner certifies as necessary.
 - (ii) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
 - (iii) An employee may also be eligible for paid compassionate leave in accordance with clause 80.
- (c) Stillbirth – end of a pregnancy after 20 weeks or as otherwise provided in section 77A(2) of the FW Act



- (i) In the event of a stillbirth, an employee may access their primary caregiver parental leave entitlements (clause 92.8) as if the child had been born alive.
- (ii) An employee may also access compassionate leave in accordance with clause 80.

92.12 Notice and evidence requirements

- (a) An employee must give the CEO the required notice and evidence in accordance with the below table in order to access parental leave.
- (b) An employee who fails to give the required notice in respect to parental leave will not be in breach of this clause if the failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date, or in other compelling circumstances. In these circumstances the notice and evidence required must be provided as soon as practicable.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Primary caregiver parental leave (clause 92.8) and partner leave (clause 92.9)			
Intention to take primary caregiver leave or partner leave	10 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)	Confirmation that the employee intends to take leave and the proposed start and end dates.
Prior to commencement of the primary caregiver leave or partner leave	4 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO) And a statutory declaration	Written notice: confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and <u>if the leave is birth related leave:</u> the date of birth, or expected date of birth of the child; or <u>if the leave is adoption/permanent care order related leave:</u> the day of placement, or the expected placement, of the child. Statutory declaration:

	Timeframe to provide notice	Types of notice required	What must be included in the notice
			<p><u>if the request is for primary caregiver leave:</u> a statement that the employee will become the primary caregiver at all times while on leave; or</p> <p><u>if the request is for partner leave:</u> a statement that the employee will have responsibility for the care of the child at all times while on leave.</p>
Pregnancy related illness (clause 92.5)			
All circumstances	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	<p>Written notice: the proposed start and end date of the leave</p> <p>Medical certificate: stating the employee is unfit for work for the stated period because of a pregnancy-related illness.</p>
Special maternity leave (clause 92.11)			
Miscarriage or Stillbirth	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	<p>Written notice:</p> <ul style="list-style-type: none"> - the proposed start and end date of the special maternity leave <p>Medical certificate:</p> <ul style="list-style-type: none"> - stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.
Pre-adoption or permanent care order application leave (clause 92.7)			
All circumstances	As soon as practicable (which may be a time after the leave has started)	Written notice, and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or permanent care order application.
Pre-natal leave (clause 92.4)			

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Per occasion	As soon as reasonably practicable	Written notice , and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

92.13 Keeping in touch days

- (a) During a period of parental leave, the CEO and employee may agree to the employee performing work for the purpose of keeping in touch, in order to facilitate a return to employment at the end of the parental leave.
- (b) The CEO and employee can agree that the employee attend the workplace on up to 10 separate days for the purpose of keeping in touch.
- (c) An employee will be paid their ordinary rate of pay for the days (or part-days) work is performed. If the employee is on paid parental leave at the time, the employee's paid parental leave will be re-credited in respect to the days (or part-days) when work is performed.
- (d) The CEO may approve an amount of keeping in touch days in excess of 10 days.

92.14 Other employment while on parental leave

- (a) Where the CEO agrees, an employee on unpaid parental leave may return to duty for any period with the agency, or another agency, to undertake duties for specified periods during the employee's parental leave.
- (b) Where the CEO agrees, an employee on paid primary caregiver parental leave may return to duty where their child is hospitalised at birth, or following birth, to recommence parental leave at a later date when their child is no longer in hospital. In these circumstances, paid primary caregiver parental leave is deferred until the employee recommences their parental leave.
- (c) Any NTPS employment engaged in by an employee in accordance with this clause will not prevent the employee from re-commencing parental leave, nor will it extend the maximum period of parental leave (paid and unpaid entitlements) the employee is entitled to under this clause.
- (d) An employee may only engage in outside employment while on unpaid parental leave in accordance with the PSEM Act.

92.15 Extending parental leave

- (a) Where the initial period of parental leave is less than 12 months

- (i) An employee who is on an initial period of parental leave of less than 12 months under clause 92.8 or 92.9, is entitled to extend their period of parental leave up to the full 12 month period, provided that:
 - A. The employee notifies the CEO in writing at least four weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.
- (ii) An employee that has made a request to extend their parental leave in accordance with clause 92.15(a)(i) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:
 - A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible casual employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or
 - B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed three years after the date of birth or day of placement of a child.
- (b) Where the initial period of parental leave is more than 12 months
 - (i) An employee who is on an initial period of parental leave of more than 12 months under clause 92.8 or 92.9 and is eligible for up to three years parental leave, is entitled to request that their period of parental leave be extended, provided that:
 - A. the employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and
 - B. the new end date of parental leave is not beyond three years after the date of birth or day of placement of the child.
 - (ii) The employee is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirements prescribed by clause 92.15(b)(i).
 - (iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 92.18 below.
- (c) For the avoidance of doubt, an employee who has taken three years parental leave (i.e. their maximum entitlement) is not entitled to extend their period of parental leave.

92.16 Superannuation contributions during parental leave

- (a) Employer superannuation contributions will be paid for employees during the first 12 months of their parental leave as if they had been at work. The superannuation contributions will be paid during periods of both paid and unpaid leave.

- (b) For the period of an employee's paid Primary Caregiver Parental Leave or Special Maternity Leave (stillbirth) entitlements, employer superannuation contributions will be paid at double the legislated employer superannuation guarantee rate for the period of their paid parental leave.
- (c) Eligibility
 - (i) An employee must have at least 12 months continuous service at the time of commencing parental leave.
 - (ii) This clause only applies in relation to the following forms of parental leave:
 - A. Primary Caregiver Parental Leave, as per clause 92.8
 - B. Special Maternity Leave (stillbirth), as per clause 92.11(c).
 - C. Clause 92.16(a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 92.16(b) does not apply to Partner Leave, including periods of paid Partner Leave where employee takes over caring responsibilities for their child under clause 92.9(c).
 - (iii) This clause does not apply to casual employees.
- (d) Should the employee elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions under clause 92.16(b) will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

For example, if an employee utilises 14 weeks of paid parental leave over a period of 28 weeks (i.e. leave taken at half pay), double superannuation contributions under clause 92.16(b) will only be paid for the first 14 weeks. For the remaining 14 weeks of paid parental leave, superannuation contributions will apply as if the employee had been at work.
- (e) This clause applies subject to superannuation scheme rules.

92.17 Return to work after a period of parental leave

- (a) Returning to work within the first six weeks of birth
 - (i) An employee who is the birth giver and elects to return work within the first six weeks following the birth of the child must provide a medical certificate stating that the employee is fit for work during that period.
- (b) Returning to work early
 - (i) During a period of parental leave an employee is entitled to request that they return to work early, provided that the employee makes an application to the CEO in writing at least:

- A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period up to 52 weeks; or
 - B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.
- (ii) The CEO must respond to a request made by an employee under this clause in accordance with clause 92.18 below.
- (c) Cancelling leave or returning to work – stillbirth or death of a child

If a child is stillborn, or dies during the 24 month period starting on the child's date of birth, then an employee who is entitled to parental leave in relation to the child may:

 - (i) before the period of leave starts, give the CEO written notice cancelling the leave; or
 - (ii) if the period of leave has started, give the employer at least four weeks written notice that the employee wishes to return to work on a specified day.
- (d) Returning to work at the conclusion of parental leave

Prior to the expiration of parental leave, an employee intending to return to work must notify the CEO in writing of their intention to return to work at least:

 - (i) four weeks before the expiration of parental leave where the employee has been on parental leave for a period of up to 52 weeks; or
 - (ii) 12 weeks before the expiration of parental leave where the employee has been on parental leave for a period in excess of 52 weeks.
- (e) Returning to work on reduced hours
 - (i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to six months in order to care for their child.
 - (ii) Where an employee makes an election under clause 92.17(e)(i), notification must be given as soon as possible but no less than eight weeks prior to the date that the employee is due to return to work from parental leave.
 - (iii) Part-time employment will be facilitated in accordance with clause 26.2 (Part-time employment).
 - (iv) The CEO must facilitate an election made by an employee under this clause.
 - (v) Where the CEO agrees, an employee may continue on reduced hours for a period greater than six months.

- (f) Returning to pre-parental leave position
 - (i) An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing parental leave, or if the pre-parental leave position no longer exists, to a position of similar pay and status.
 - (ii) In circumstances where the employee has elected to return to work on reduced hours for up to six months in accordance with clause 92.17(e)(i) and the election cannot be accommodated as per clause 92.17(f)(i), the employee is entitled to alternative duties. Whilst undertaking alternative duties, the employee is entitled to their full rate of pay (for the position the employee would otherwise have returned to) for the ordinary hours that the employee works.
 - (iii) In circumstances where the employee was transferred to an appropriate safe job in accordance with clause 92.6, the employee's pre-parental leave position will be the position the employee held prior to the appropriate safe job transfer.
 - (iv) In circumstances where the employee was promoted to a new position while on parental leave, the employee is entitled to return to the new position.

92.18 CEO review of certain employee requests

- (a) This clause applies to an employee's request to:
 - (i) extend parental leave (clause 92.15);
 - (ii) return to work early (clause 92.17(b)); or
 - (iii) reduce their ordinary hours of work for a period greater than 6 months (clause 92.17(e)(v)).
- (b) The CEO will consider an employee's request and respond in writing within 21 days.
- (c) In considering an employee's request, the CEO will have regard to the employee's circumstances. Provided the employee request is genuinely based on the employee's parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in clause 4(v).
- (d) An employee request and the CEO's response must be recorded in writing.

92.19 General conditions

- (a) Except where otherwise provided in this clause, parental leave is to be taken in a single continuous period.
- (b) Weekends, public holidays, programmed days off and rostered days off

The total period of parental leave an employee is entitled to is inclusive of weekends, public holidays, programmed days off and rostered days off.

- (c) Parental leave at half pay
- (i) An employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
 - (ii) Where an employee utilises half pay parental leave, leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay.

For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay. In addition, only the first 14 weeks of the half pay period counts for service. See clause 92.19(g)(ii).
 - (iii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave on half pay.
- (d) Access to other leave entitlements while on parental leave
- (i) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
 - (ii) Taking other paid leave entitlements in conjunction with unpaid parental leave does not:
 - A. break the continuity of the period of parental leave; or
 - B. extend the maximum period of parental leave an employee is entitled to.
- (e) Consultation and communication during parental leave
- (i) Where an employee is on parental leave and a definite decision has been made to introduce a substantial change to the workplace, the CEO will take reasonable steps to:
 - A. make information available to the employee; and
 - B. provide the employee an opportunity to discuss any significant effect the change will have on the status, pay, location or responsibility level of the employee's pre-parental leave position.
 - (ii) An employee on parental leave must take reasonable steps to inform the CEO about any significant matter that will affect the duration of the parental leave, the employee's intention to return to work or the employee's intention to make a request to work reduced hours in accordance with 92.17(e).



- (f) Replacement employees
 - (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
 - (ii) Before the CEO engages a replacement employee, the CEO must inform that person of the:
 - A. temporary nature of the employment;
 - B. return to work rights of the employee who is being replaced; and
 - C. rights of the CEO to require the employee on parental leave to return to work if the employee ceases to have any responsibility for the care of the child.
- (g) Effect of parental leave on service
 - (i) A period of parental leave does not break an employee's continuity of service.
 - (ii) Any period of paid parental leave will count as service, however where an employee elects paid parental leave at half pay, in accordance with clause 92.19(c), service will only count for a period equal to taking the paid leave at full pay.
 - (iii) A period of unpaid parental leave will not count as service.

93. Public Holidays

- 93.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.
- 93.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act 1981* (NT).
- 93.3 An employee will observe any day proclaimed or gazetted as a public holiday.
- 93.4 An employee may be required to work on any public holiday.

94. Leave to engage in voluntary emergency management activities

- 94.1 The CEO may grant leave with pay to an employee:
 - (a) who is a member of a volunteer emergency service unit or fire brigade and is required to attend operational exercises (including training) or to participate in an emergency operation conducted by:
 - (i) Northern Territory Emergency Service within the meaning of the *Emergency Management Act 2013*;

- (ii) Bushfires NT/ Bushfires brigade/ the Bushfires Council or a Regional Committee within the meaning of the *Bushfires Management Act 2016*; or
 - (iii) the auxiliary or volunteer members of the Northern Territory Fire and Rescue Service.
 - (b) who engages in community service necessarily rendered following a natural disaster, subject to any limitations imposed by the CEO.
- 94.2 Leave granted with pay may include reasonable rest time immediately following the activity.
- 94.3 Notice and evidence requirements
- (a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the absence has started) and must advise of the period, or expected period, of the absence.
- 94.4 The CEO may require an employee to provide evidence that would satisfy a reasonable person that the leave taken, or to be taken, is for one of the reasons set out in this clause.
- 95. Blood Donor leave**
- The CEO may grant leave with pay to an employee to allow the employee to donate blood.
- 96. Health Screening Leave**
- 96.1 An employee may access up to one hour of paid leave per year, for the purpose of undertaking a health screening test associated with a public health screening program.
- 96.2 A health screening test means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions.
- 96.3 Notice and evidence requirements
- (a) The employee is required to provide reasonable notice of the need to take leave and the expected duration of leave.
 - (b) The employee must provide documentary evidence of their attendance at the screening test that would satisfy a reasonable person.
- 97. Gender Transition Leave**
- 97.1 Gender Transition Leave is available to support employees who wish to transition from their gender. Paid leave may be taken for:
- (a) psychological support;
 - (b) hormone replacement therapy and other types of medical intervention;
 - (c) appointments to alter the employee's legal status or amend the employee's gender on legal documentation;

- (d) other similar appointments or procedures to give effect to the employee's transition approved by the CEO.

97.2 Eligibility

In order to access Gender Transition Leave, an employee must have:

- (a) completed at least 12 months continuous service on an ongoing or fixed period basis; and
- (b) commenced transitioning their gender.

97.3 Entitlement to Paid and Unpaid Gender Transition Leave

- (a) Employees who are transitioning their gender are entitled to four weeks of paid leave and up to 48 weeks unpaid leave for the purpose of supporting their gender transition.
- (b) Gender Transition Leave may be taken in a continuous period, single or part days over a three year period.
- (c) Employees may request additional paid Gender Transition Leave, which may be granted on a discretionary and case by case basis in exceptional circumstances.
- (d) Employees may also access other forms of paid or unpaid leave such as personal leave, recreation leave and long service leave, where the employee meets the relevant eligibility criteria for that leave type.
- (e) Any period of unpaid gender transition leave will not break an employee's continuity of service but does not count for service.

97.4 Notice and evidence requirements

- (a) Applications for leave will be dealt with confidentially and sensitively.
- (b) An employee must provide at least two weeks' notice of the need to take leave under this clause and the expected duration of leave. A shorter notice period may be agreed with the CEO.
- (c) An employee may be required to provide suitable supporting documentation for any leave granted under this clause. Evidence to support an application will only be sighted once and no copies will be made or recorded.

98. **Defence Service Leave**

98.1 The CEO may grant an employee Defence Service Leave to enable the employee to fulfil their Australian Defence Force Reserve and Continuous Full Time Service obligations (Defence Service).

98.2 Defence Service Leave entitlements include:

- (a) up to four weeks' paid leave during each financial year for the purpose of undertaking Defence Service, including training and operational duty;

- (b) an additional two weeks' paid leave during the employee's first year of Defence Service, to facilitate the employee's participation in additional training, including induction requirements.

98.3 An employee who requires additional leave to undertake Defence Service may also utilise recreation leave, long service leave and leave without pay.

98.4 Notice and evidence requirements

An employee is required to

- (a) notify the CEO as soon as practicable of the requirement to be absent to undertake Defence Service, including the intended dates of the Defence Service;
- (b) provide sufficient evidence of the requirement to undertake Defence Service;
- (c) provide sufficient evidence of the completion of Defence Service.

98.5 Paid Defence Service Leave will count as service for all purposes. Leave without pay utilised to undertake Defence Service will count as service for long service leave purposes only.

98.6 No liability for injury during defence service leave

Where an employee has a claim for compensation for injury or illness as a result of leave granted under this by-law, the claim will not be recognised by the Territory and the employee will submit any claim to the Australian Department of Defence.

99. War Service Leave

99.1 Eligibility

The provisions of this clause apply to an employee who has undertaken:

- (a) service within operational areas as defined in Schedule 2 of the *Veteran's Entitlements Act 1986* (Cth) as amended from time to time;
- (b) service with the Defence Force that is of a kind determined in writing by the Defence Minister to be warlike service, including peace-keeping or hazardous operational service, for the purposes of the *Military Rehabilitation and Compensation Act 2004* (Cth) as amended from time to time; and
- (c) who suffers from an illness or condition recognised by the Department of Veteran Affairs as war caused.

99.2 The leave available under this clause will be in addition to the employee's personal leave entitlement and any repatriation benefits provided by the Department of Veterans Affairs

99.3 Documentary requirements

- (a) An employee must produce a statement from the Department of Veteran Affairs giving details of what conditions have been accepted as being war caused, caused by peace-keeping or hazardous operational service. These conditions are to be noted on the employee's personal leave record.

- (b) Applications for war service leave must be accompanied by a medical certificate stating the period of leave applied for is attributed to the employee's Defence Service (as permitted under this clause) caused condition or illness.

99.4 Accrual of Leave

- (a) On the date of their commencement of employment in the NTPS, or the date of recognition of the illness or condition, whichever is the later, an employee will be entitled to:
 - (i) an initial (and once only) non-accumulative credit of nine weeks at full pay; and
 - (ii) an accumulative credit of three weeks at full pay.
- (b) After each period of 12 months service a further accumulative credit of three weeks at full pay, subject to a maximum balance of nine weeks cumulative accrual at any time.
- (c) An employee's accumulative war service leave entitlement will be deferred by any period of:
 - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 78.6;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.
- (d) Leave is available to use for any illness or condition attributed to war service, as per clause 99.3. For avoidance of doubt, a subsequent condition or illness does not entitle the employee to a further nine weeks or more than three weeks accumulation per 12 months of service.

99.5 Granting of leave

- (a) War service leave granted under this clause shall be deducted from the non-accumulative credit in the first instance and when this credit is exhausted, from the accumulative credit.
- (b) Where an employee has exhausted their war service leave entitlement, they can apply to the CEO to access their accrued personal leave entitlements in accordance with clause 78.

99.6 Recognition of Prior Service

- (a) For the purposes of this clause, all periods of service with the Northern Territory Public Sector, Australian Public Service or another Territory or State Public Service/Sector, where war service sick leave entitlements are provided, are to be considered as continuous service regardless of the length of any break in service.
- (b) Any accumulative or non-accumulative credit available at the end of one period of service must be carried forward to any subsequent period of service.



100. **Grievance and Dispute Resolution Training**

100.1 Leave of absence will be granted to an employee to attend short training courses or seminars involving the development and operation of dispute settling procedures on the following conditions:

- (a) that agency operating requirements permit the grant of leave; and
- (b) that the scope, content and level of the short course or seminar are directed to a better understanding of grievance handling and dispute resolution.

100.2 Leave granted under sub-clause 100.1, will be with full pay at ordinary time, excluding shift, penalty or overtime payments, and will count as service for all purposes.

101. **Leave to Attend Industrial Proceedings**

101.1 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.

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

102. **Leave to Attend Arbitration Business**

102.1 The CEO may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions:

- (a) leave will not be granted to more than two employees who are representatives of an organisation at the one time in respect of any one such proceeding;
- (b) leave to conduct a case will be with full pay;
- (c) leave for preparation of a case will be without pay and will not exceed three months in any 12 months.

102.2 Paid leave granted under this clause will count as service for all purposes.

102.3 Unpaid leave granted under this clause will not count as service but does not break continuity of service for long service leave purposes.

103. **Emergency Leave**

103.1 The CEO may, if satisfied that there is sufficient cause, grant an employee emergency leave on full pay not exceeding three days in any year.

103.2 On any occasion, leave is available as a single day or part of a day (i.e. not consecutive days) to deal with the emergency. After dealing with the emergency situation, where an employee requires a further period off work, the employee may apply to take another form of leave (e.g. recreation leave, carer's leave, special leave without pay).

Note: this clause does not reduce recreation leave credits, however, it is a different form of leave that is only to be used in emergencies as set out in this clause. A CEO has an obligation to consider whether other forms of paid leave would be more appropriate in the particular circumstances surrounding the application.

103.3 For the purposes of this clause:

- (a) **emergency** means a sudden, unexpected and serious situation where the employee is unable to attend work or is required to return home before the employee's usual ceasing time to ensure their personal safety or the protection of the employee's family and/or property.
- (b) **sufficient cause** means an emergency of which the employee could not reasonably be expected to have prior knowledge; and
- (c) **any year** means a period equivalent to an employee's annual personal leave accrual period.

104. Release for Jury Service

104.1 An employee required to attend for jury service (including attendance for jury selection) under a law of the Commonwealth, a State or a Territory is entitled to be absent from their employment for the period of the jury service, including:

- (a) the time when the employee engages in jury service;
- (b) reasonable travelling time associated with jury service;
- (c) reasonable rest time immediately following jury service.

104.2 Notice and evidence Requirements

- (a) An employee required to attend for jury service must provide the CEO with notice of the absence as soon as practicable (which may be a time after the absence has started). The notice must advise the CEO of the period, or expected period, of the absence.
- (b) The CEO may require the employee to provide evidence that would satisfy a reasonable person that the absence is because the employee has been, or will be, engaging in jury service.

104.3 Jury service during paid leave

If the period during which an employee takes paid leave includes a period of absence on jury service, the employee is taken not to be on paid leave for the period of that absence.

104.4 Payments during jury service

- (a) The CEO will release the employee on jury service without deduction from pay or leave credits.
- (b) Payments for jury service (e.g. jury service fees) will be in accordance with the *Juries Act 1962*.

Note: In accordance with regulation 8 of the *Juries Regulations 1983*, where the CEO releases an employee for jury service without deduction from pay or leave credits, that employee is taken to have received payment.

105. Release to Attend as a Witness

- 105.1 Where an employee is subpoenaed or called as a witness for the Crown to give evidence under a law of the Commonwealth or the Territory, the CEO will release the employee from duty, without deduction from pay or accrued leave entitlements, during the period necessary to attend.
- 105.2 Where an employee is subpoenaed to give evidence in relation to his or her duties or former duties in the Northern Territory Public Sector, the CEO will release the employee from duty and may grant such release without deduction from pay or accrued leave entitlements during the period necessary to attend.
- 105.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clauses 105.1 and 105.2, the employee will be granted:

- (a) leave without pay; or
- (b) recreation leave;

and any fees or allowances received as a result of the attendance may be retained by the employee.

106. Special Leave Without Pay

- 106.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.
- 106.2 Special leave without pay is not available for the purpose of engaging in employment outside the NTPS, except where approval has been given under section 61 of the PSEM Act.
- 106.3 Special leave without pay will not count as service for any purpose.
- 106.4 An employee will not be permitted access to accrued entitlements, or any condition of service during a period of special leave without pay.

Schedule 1 The Community and Public Sector Union Provisions

1. Application

The provisions of this Schedule apply to employees who are members of, or are eligible to become members of the Community and Public Sector Union, and who are employed in any of the following designations:

- (a) Administrative Officer 1 to Administrative Officer 7;
- (b) Senior Administrative Officer 1 to Senior Administrative Officer 2
- (c) Executive Officer 2 to Executive Officer 3;
- (d) Professional 1 to Professional 3;
- (e) Senior Professional 1 to Senior Professional 2
- (f) Technical 1 to Technical 6; and
- (g) Physical 1 to Physical 9.

Note: For historical purposes, this Schedule in predecessor enterprise agreements related to the, now repealed, Community and Public Sector Union (Northern Territory Public Sector) Award 2002 [AP815998].

2. Allowances

2.1 First aid allowance

- (a) Subject to clause 2.1(d), where the CEO is satisfied that an employee holds a first aid qualification and it is necessary in the performance of the work of the agency in which the employee is employed, the employee will be paid a first aid allowance that relates to the qualification held and in accordance with the rates in Schedule 11.
- (b) In relation to clause 2.1(a), a first aid qualification will be necessary in the performance of the work of the agency in circumstances where, but not limited to:
 - (i) an employee's job description or duty statement includes a requirement to hold a current first aid qualification;
 - (ii) the CEO has directed the employee to act as the nominated first aid officer in the workplace; or
 - (iii) the CEO has directed the employee to perform first aid duties and responsibilities as part of or in addition to their normal duties and responsibilities.

- (c) The allowance rates specified in Schedule 11 relate to the following qualifications:
 - (i) Provide First Aid [HLTAID011]
 - (ii) Provide Advanced First Aid [HLTAID014]
- (d) First aid allowance will only be payable where the currency of such qualifications is maintained in accordance with the requirements of the relevant Unit of Competency and/or Training Package endorsed by the Australian Industry Skills Committee, and the qualification is necessary in the performance of the work in which the employee is employed.

2.2 Allowance for intermittent motor driving duties

An employee in receipt of a salary less than that applying to Physical level 2, who is required to undertake intermittent driving duties as an incident of their employment involving the acceptance of full responsibility for the operation of a vehicle, will be paid an allowance, computed on a daily basis, to raise their salary to the base salary rate applying to Physical level 2, for each day or part of a day on which they are so employed.

3. Shiftwork Penalty Payments

In addition to the employee's ordinary salary for the shift, a shiftworker will be paid shiftwork payments as follows:

- (a) Ordinary duty performed on a shift, any part of which falls between 6.00 pm and 6.30 am – 15%.
- (b) Ordinary hours worked continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6.00 pm and 8.00 am – 30%.

Note: Refer to clause 73.1 for Saturday, Sunday and Public Holiday shift payments.

4. Notice of Change in Rostered Hours of Duty

- 4.1 Subject to clause 4.2, employees will be given a regular starting and ceasing time for each day, which should not be changed unless at least seven days notice is given or the employee has genuinely agreed to a lesser period, and no alteration should be made during the currency of the week in which the notice is given.
- 4.2 Notice of change in rostered hours of duty under this clause will not apply where an agency did not have seven days notice of an employee's absence for reasons related to sickness or absence of an employee.

5. Rest Relief after Overtime

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

the eight hours off duty, will be allowed to cover time taken in travelling from and to the employee's place of employment.

- 5.2 Provided that if such an employee is required to resume or continue work without having had eight consecutive hours off duty plus reasonable travelling time, the employee will be paid at double rate until the employee is released from duty for such period and the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for ordinary working time occurring during that absence.
- 5.3 The provisions of clause 5.2 will not apply to overtime worked in the circumstances covered by clause 61 (Emergency Duty) unless the actual time worked (excluding travelling time) is at least three hours on each call.
- 5.4 **Fatigue management – delay start of ordinary duty**
- (a) This clause applies where an employee receives the required minimum rest relief (i.e. eight hours plus reasonable travelling time), but they subsequently perform overtime before starting the employee's ordinary duty at times or at a level of disturbance that would reasonably cause fatigue.
- Note: Such a situation may occur where an employee on two consecutive rostered days off (e.g. weekend) is not required to perform any overtime until Sunday. By Sunday the employee has had the required rest break, however overtime may be performed at times on the Sunday into Monday as to reasonably cause the employee to be fatigued.
- (b) If overtime performed before the employee's scheduled ordinary duty commencement time would reasonably cause fatigue in the circumstances, the employee is entitled to:
- (i) delay the start of their scheduled ordinary duty to a time determined in consultation with their manager to manage fatigue;
- (ii) be paid for the ordinary working time during such absence; and
- (iii) must not, on commencing the ordinary duty at the agreed delayed start time, be required to work beyond their normal shift end time to 'make up' for the delayed start. If additional time is required to be worked, the overtime provisions would apply as per normal.
- 5.5 This clause applies to employees who are eligible for overtime payment pursuant to clause 59.4 and clauses 69 (Overtime day worker) or 75 (Overtime shiftworker).
- 5.6 Provided that in lieu of clause 61 (Emergency Duty) the provisions of this clause will apply.
- 6. Restrictive Duty – Child Protection Practitioners**
- Note: Previously these positions were titled 'Community Welfare Worker' and 'Senior Community Welfare Worker'.
- 6.1 Subject to clause 6.2, a Child Protection Practitioner or a Senior Child Protection Practitioner will be liable to be required, outside the employee's ordinary hours of duty, to hold themselves in readiness to perform extra duty subject to payment for any such



extra requirement under the conditions of this clause and in accordance with the agreement on procedures for a child protection after-hours service.

- 6.2 No payment will be made to an employee under clause 6.1 for a period of restriction in respect of any part of which the employee does not hold themselves at the required degree of readiness to perform extra duty or does not observe the instructions of their supervisor as to restrictions outside the employee's ordinary hours of duty.
- 6.3 A Child Protection Practitioner or a Senior Child Protection Practitioner may be instructed prior to ceasing duty that the employee is required to be contactable and available to return to duty without delay or within a reasonable time of being recalled and that they may be required to perform intermittent duties, on an ad hoc or predetermined basis, normally involving receiving and/or making telephone calls.
- 6.4 Notwithstanding the provisions of clause 62 (Restriction Duty), the rate of payment for an employee who is restricted in accordance with clause 6.3 is the rate specified in Part B of Schedule 11.
- 6.5 The payment in clause 6.4 is for all telephone calls and returns to duty providing that where the total time involved in both telephone calls and/or returns to duty accumulates to exceed one hour in any night or day and night then normal overtime (including minimum payments provisions, subject to the restrictions of clause 6.6) will be paid for that time in excess of one hour.
- 6.6 Where minimum payments for overtime fall due, in accordance with clause 6.5, it is to be recognised that the payment referred to in clause 6.4 includes payment for up to the first one hour of overtime and therefore any amount due as a minimum payment is accordingly reduced by one hour.

7. **School-Based Administrative Employees**

The following special conditions will apply to all School-based Administrative employees:

7.1 Hours of duty

The nominal hours of duty will be 36.75 per week, to be worked between the hours of 7.30 am and 5.30 pm Monday to Friday. Notwithstanding the above the normal hours of duty for all designations excluding employees performing the duties of home liaison officer and truancy officer will be 6.25 per day, i.e. school hours, and will not be extended on any day except in special circumstances where the Principal may require that an employee or employees perform additional duty for a specific purpose.

7.2 Employment Arrangements

- (a) There are three employment arrangements for administrative officers in schools, 92%, 96% and 100%. All have unique components to their employment conditions.
- (b) Hours will not be extended on any day except in special circumstances where a Principal may require an employee or employees to perform additional duty for a specific purpose, eg after hours meetings or a planned event.
 - (i) Administrative Officer 92%

- A. Required to work 6 hours and 15 minutes per school day.
 - B. With the exception of clause 7.1, after working 7 hours 21 minutes in any one day, overtime provisions will apply.
- (ii) Administrative Officer 96%
- A. Required to work 7 hours and 21 minutes per school day.
- (iii) Administrative Officer 100%
- A. Required to work 7 hours and 21 minutes per day or 36.75 hours per week.
 - B. Clauses 7.3 (School Vacation and Holidays); 7.4 (Extra Duty) 7.5 (Additional Payment for Annual Leave) 7.6 (Definition of a School Year) and 7.7 (Personal Leave) do not apply.

7.3 School vacations and holidays

- (a) This clause only applies to AO92% and AO96% employees.
- (b) With the exception of the two working days prior to the commencement of the school for the new school year, when an employee is expected to attend for duty, an employee will not normally be required to attend for duty on any other day on which the school, at which the employee normally attends for duty, is not open.

For the purpose of this provision, a school is considered to be open on all days which are not public holidays during designated school terms as determined by the Minister for Education in accordance with the *Education Act*.

Note: This means that School-based administrative employees are not normally required to attend for duty during stand down, but they would be expected to attend for duty during their normal working hours during term time, for example, when the school is conducting a professional development or planning day in which permission has been granted for students not to attend.

- (c) An employee will, unless otherwise approved by the CEO, take their recreation leave during the period on and from the first working day following the last day on which the employee's school is open in a calendar year and the day preceding the two working days prior to the opening of the school in the next year (i.e. December/January school holidays).
- (d) Subject to the provisions of clause 7.3(f) an employee will be paid salary at ordinary rates for any day on which the employee, in accordance with the provisions of clause 7.3(a) is relieved of the obligation to attend for duty.
- (e) Where an employee is required to perform duty on a day which, in accordance with clause 7.3(a), the employee would not normally be required to attend for duty, and such duty is within the span of normal working hours as defined in clause 7.1, payment for the period of attendance will be made as follows in addition to normal salary:

- (i) on public holidays, as notified by the Commissioner from time to time, at the rate of time and one half;
 - (ii) on any other day, at the rate of half normal time.
- (f) An employee who is employed for less than the full school year, as defined in clause 7.6 will be entitled to payment for, or in lieu of, the term and Christmas vacation periods related to that school year, at the employee's ordinary rate of salary for each completed month of service, including the periods of school vacations that are applicable, during which the employee was actually employed to work in a school.

7.4 Extra duty

- (a) This clause only applies to AO92% and AO96% employees.
- (b) An employee who is required to perform duty on any day or at any time not specifically covered in clause 7.3(e) will be paid at the rates prescribed in clause 69.2(a).
- (c) Provided that extra duty performed within the nominal hours of duty as specified in clause 7.1 will not attract an additional payment until the employee has performed duty in excess of 7 hours 21 minutes on that day.

7.5 Additional payment for annual leave

- (a) This clause only applies to AO92% and AO96% employees.
- (b) Subject to the provisions of this clause, an employee will be paid recreation leave loading, calculated in accordance with clause 88 (Recreation Leave Loading) of the Agreement to be included in the last payment of ordinary salary made prior to Christmas Day each year, or in the event of termination or cessation prior to that day, in the final payment made to the employee.

Provided that:

- (i) An employee who, in accordance with the provisions of clause 7.6 is deemed to have been employed until the end of the school year, will be entitled to annual leave loading calculated on that employee's salary rate as at 1 January in the following year.
- (ii) An employee who ceases duty or is terminated prior to the beginning of the Christmas school vacation will be entitled to an annual leave loading calculated on that employee's salary rate as at 1 January in the year of ceasing duty.
- (iii) The payment of an annual leave loading to an employee will be automatic and will not require the employee's application for payment.
- (iv) The maximum payment for an annual leave loading, as advised by the Commissioner from time to time, will be applied in the same way as salary rates in clauses 7.5(b)(i) and 7.5(b)(ii).

- (v) Where the maximum annual leave loading payment applicable to a particular year has not been advised in sufficient time to enable payment of the full amount in accordance with clause 7.5(a), payment will be made at the rate last advised, and an adjustment made as soon as possible after the advice of the correct rate.

7.6 Definition of school year

- (a) This clause only applies to AO92% and AO96% employees.
- (b) For the purposes of clause 7.5 a school year will mean the first day in one year when a school is open to receive pupils, to the day prior to the first day that a school is open to receive pupils in the following year, inclusive.
- (c) For the purposes of clause 7.2 and 7.4 an employee is assumed to have completed service until the end of the school year unless the employee resigns, retires or dies, or is terminated prior to the end of the school year.

7.7 Personal leave

An employee will be entitled to personal leave in accordance with clause 78 (Personal Leave) of the Agreement, provided that an employee who is unable to attend for duty on any day on which the employee is not required to attend for duty, in accordance with clause 7.2 of this Schedule will not be required to apply for personal leave, and the employee's personal leave credit will not be reduced, for that day.

7.8 Fixed period employment

A fixed period employee employed on a part-time basis who performs duty of not less than 24 hours or not less than four days per week, will be entitled to these conditions of service calculated on a pro rata basis in accordance with the number of hours worked per week.

7.9 Casual Employment

An employee employed on a casual basis will be paid an allowance of 25% in addition to ordinary salary in lieu of salary for personal leave, school vacations and holidays, annual leave loading and airfares.

7.10 Parental leave

An employee will be entitled to parental leave in accordance with the provisions of clause 92 (Parental Leave) of this Agreement, provided that the conditions of clause 7.3(f) of this Schedule will be calculated up to and including the last day of the 14 week period from the date of birth or placement (adoption) of the child and will be paid to the employee immediately following that day.

7.11 Transfer to and from other designations

- (a) An employee who transfers or is promoted to a designation as specified in clause 7.1, from another designation, will have all recreation leave credits, calculated up to the day prior to the transfer or promotion frozen, provided that:



- (i) where such an employee's service in a designation as specified in clause 7.1, is not sufficient to cover payment for school vacations in accordance with clause 7.3(f), such accrued recreation leave may be utilised to cover periods of school vacation without pay; and
 - (ii) any such utilisation will be paid at the current rate of salary applicable to the employee's previous designation.
- (b) An employee who is transferred or promoted from a designation as specified in clause 7.1, to another designation, will carry over accrued recreation leave entitlements calculated in accordance with clause 7.3(f) provided that such leave credit will be payable at the current rate of salary applicable to the employee's previous designation.
 - (c) An employee who performs a period of higher duties in a designation, not included in clause 7.1, will accrue recreation leave in accordance with the provisions applicable to that designation and such leave may be utilised in accordance with clause 7.11(a).
 - (d) An employee whose accrued recreation leave entitlements are frozen in accordance with clause 7.11(a) will upon resignation, death or retirement, be entitled to payment for any such remaining accrued entitlements at the current rate of salary applicable to the employee's previous designation.
- 7.12 Conversion of School Assistant's position from 92% or 96% to 100%
- (a) For the purposes of this clause the following definitions apply:
 - (i) **school hours** means the hours of work as prescribed in clause 7.1;
 - (ii) **full-time hours** means the conditions applicable to a person employed in the designation of 100% Administrative Officer.
 - (b) Initiation of 100% (full-time work) proposals:
 - (i) Proposals for conversion to 100% may be initiated by an employee or by the CEO.
 - (ii) An employee may only initiate a proposal in respect of their substantive position. The CEO may initiate a proposal in circumstances where the work to be undertaken in the position required more hours of duty than the normal hours under clause 7.1 for 92% or 96% Administrative Officers.
 - (iii) New positions will be created on school hours but may be converted to full-time hours in accordance with this clause.
 - (iv) Employees who convert to full-time hours will be exempt from the operation of clause 7 as applicable to 92% and 96% School-based Administrative Employees and will be subject to the conditions applicable to a person employed in the designation of Administrative Officer.

- (v) Employees will be advised in advance about the impact of conversion to full-time hours on salary, conditions of employment and superannuation.
- (vi) No employee who is currently employed on school hours will be required to convert to full-time hours or transferred without their consent to enable conversion to full-time hours.
- (vii) An employee or the CEO may request a review period of up to 12 months prior to formalising conversion to full-time hours. At the end of the review period, the employee or the Secretary must either confirm the conversion to full-time hours or revert to school hours.
- (viii) A position that has been confirmed at full-time hours will be converted back to school hours under the same identification and change processes as a conversion for school hours from full-time hours.
- (ix) Where a position which has been converted to full-time hours becomes substantively vacant during the review period, it may be filled on the basis of full-time hours.
- (x) Where a position, which has been converted to full-time hours, becomes temporarily vacant during the review period it may only be filled on full-time hours for the remainder of the review period or the period of the temporary vacancy, whichever is the longer. An employee who returns to his/her substantive position may request an extension of the review period provided that the total review period does not exceed 12 months.

7.13 Duty of Care for Employees based in schools

- (a) The parties acknowledge that the Department of Education's Duty of Care Information Sheet has been developed to assist all school employees to understand their duty of care responsibilities owed to students.
- (b) This Agreement notes that the Duty of Care Information Sheet is developed by the Department of Education and the Department is responsible for any variation required to the document.
- (c) The Department of Education will consult with the Union in relation to significant changes to policies and procedures associated with the duty of care responsibilities of school employees.
- (d) For the avoidance of doubt, the content of the Duty of Care Information Sheet is not incorporated into this Agreement.

8. **Conditions of Advancement**

The following conditions of advancement apply to an eligible employee (designations referred to are local titles only):

8.1 Technical Assistant Grade 1



- (a) Advancement beyond the fourth salary point in the Technical 1 designation is subject to a requirement to perform a better class of technical work which in the opinion of the CEO or prescribed authority justified advancement beyond that point.
 - (b) An eligible employee who has not satisfied the conditions prescribed by the Commissioner for advancement, transfer or promotion to Technical Officer Grade 1 (Medical Laboratory) or Technical Officer Grade 1 (Science), will, if temporarily promoted to either of those positions, be paid at the rate of salary applicable to Technical level 2.
 - (c) Accelerated advancement to the third salary point in the Technical 2 designation for a Technical Officer – (Medical Laboratory) Grade 1 and Technical Officer (Science) Grade 1 is subject to such conditions as are prescribed by the Commissioner.
- 8.2 Assistant Stock Inspector will automatically advance to the Technical level 2 classification after satisfactory completion of a course of training or the passing of an examination approved by the Commissioner for the purpose and certification that the eligible employee is capable of performing the full duties of a Stock Inspector.
- 8.3 Surveying Assistants may not advance beyond the second salary point of the Technical 1 designation unless they satisfy the CEO that they have attained a sufficient level of competence to undertake more complex duties with a minimum of supervision.
- 8.4 Ranger Grade 1

On appointment, promotion or transfer an eligible employee may advance as follows:

- (a) to the third salary point of the Technical 1 designation if the eligible employee:
 - (i) has qualified for admission or has been admitted to a relevant:
 - A. degree of an Australian University; or
 - B. degree of an Australian College of Advanced Education that is of a standard at least equal to the standard of a degree conferred by an Australian University; or
 - C. award of an overseas educational institution, being an award which in the opinion of the Commissioner is at least equal in standard to the qualifications specified above; or
 - D. possesses trade or other qualifications which, in the opinion of the Commissioner, are appropriate to the duties of Ranger Grade 1; or
 - E. has at least four years experience in work relevant to the actual duties to be performed; or
 - F. has successfully completed training as a Trainee Ranger.
 - (b) to the fourth salary point of the Technical 1 designation if the eligible employee holds an educational qualification specified in clause 8.4(a)(i) above and has at

least four years related experience relevant to the actual duties to be performed.

8.5 Music Instructor may not advance beyond the third salary point of the Administrative Officer 2 designation without having satisfactorily completed half the requirements of an Associate Diploma in Music Teaching (or equivalent qualification) and five years satisfactory service.

8.6 Literacy worker

(a) An eligible employee employed as a Literacy worker may not advance beyond:

- (i) the first salary point of the Administrative Officer 1 designation unless the employee is in possession of a certificate in literacy attainment and a Certificate in Transcription;
- (ii) the third salary point of the Administrative Officer 1 designation unless the employee is in possession of the qualifications in clause 8.6(a)(i) and a Certificate in Literacy Work; and
- (iii) the fifth salary point of the Administrative Officer 1 designation unless the employee is in possession of the qualifications in clause 8.6(a)(ii) and a Certificate in Linguistics or a Certificate in Literacy Production.

8.7 Professional Officers

(a) On promotion or transfer to the designation of Professional 1 an eligible employee will be paid at a minimum the:

- (i) first salary point if they have qualified for admission or been admitted to:
 - A. a degree of an Australian University; or
 - B. a degree of an Australian College of Advanced Education that is of a standard at least equal to the standard of a degree awarded by an Australian University; or
 - C. an award of an overseas educational institution, being an award which, in the opinion of the Commissioner, is at least equal in standard to the qualifications specified in clauses 8.7(a)(i)A or 8.7(a)(i)B;

which degree or award is recognised by the Commissioner as appropriate to the duties of the occupation in which the eligible employee is engaged and the minimum period of full-time study for which is three years;

- (ii) second salary point if they have qualified for admission or have been admitted to:
 - A. a degree of an Australian University; or

- B. a degree of an Australian College of Advanced Education that is of a standard at least equal to the standard of a degree awarded by an Australian University; or
- C. an award of an overseas educational institution, being an award which, in the opinion of the Commissioner, is at least equal in standard to the qualifications specified in clauses 8.7(a)(i)A or 8.7(a)(i)B;

which degree or award is recognised by the Commissioner as appropriate to the duties of the occupation in which the eligible employee is engaged and the minimum period of full-time study for which is four or more years.

- (b) Eligible employees holding the designation Professional 1 who are performing duties which have a local title of:
 - (i) Land Surveyor – may not advance beyond the third salary point unless they hold a licence or registration as a Surveyor in a State or Territory of Australia;
 - (ii) Community welfare worker or Child Protection Practitioner – may not advance beyond the third or fourth salary points unless they possess qualifications as specified in clauses 8.7(a)(i) or 8.7(a)(ii) respectively, or the CEO, following a report by the eligible employee’s supervisor, has certified that the eligible employee has shown a degree of efficiency and competency in the duties of the designation to warrant advancement beyond that salary point;
 - (iii) Curator – may not advance to the fourth salary point unless after having spent 12 months at the third salary point that eligible employee is assessed as having satisfactorily performed the duties of an Assistant Curator, and is capable of performing the total duties and responsibilities of a Curator. Assessment of these factors and any recommendations for advancement are the responsibility of a committee consisting of a Board Member, the Director, the Chief Curator of the Division; and the Administration Manager.

8.8 Law Officer

- (a) Eligible employees may advance to the second salary point in the Professional Officer 1 scale of rates if they:
 - (i) have been admitted to the degree of Bachelor of Laws with First Class or Second Class Honours of an Australian University; and
 - (ii) have been admitted to the degree of Bachelor of Arts or to a degree of an Australian University for such period approved by the Commissioner.
- (b) Eligible employees may not be paid salary at a rate exceeding the second salary point in the Professional Officer 1 scale of rates unless they have:

- (i) been admitted as a practitioner, however described of the High Court or the Supreme Court of a State or of a Territory, and have:
 - A. served under articles of clerkship for a period of not less than one year; or
 - B. before being admitted, completed successfully a course of training in the Legal Workshop conducted by the Faculty of Law at the Australian National University or completed successfully in Australia a similar course; or
 - C. before being so admitted have, within a period of three years, experience which, in the opinion of the CEO, is at least equivalent to the experience of persons who have service under articles of clerkship for one year; or
 - D. since being so admitted, have performed to the satisfaction of the CEO the duties of one or more of the offices of Legal Officer, Deputy District Registrar, High Court of Australia, New South Wales, Deputy Registrar in Bankruptcy, Queensland and South Australia or Registrar in Bankruptcy, Tasmania, for not less than one year; or
 - E. since being so admitted have not less than one year's experience which, in the opinion of the CEO was at least equivalent to the experience of persons who have serviced under articles of clerkship for one year; or
 - F. have experience, partly before and partly after being admitted which, in the opinion of the CEO, is at least equivalent to the experience of persons who have served under articles of clerkship for one year.

- (c) Where the salary payable to eligible employees on appointment, promotion or transfer to the classification exceeds the second salary point in the Professional Officer 1 scale of rates and the eligible employees has not complied with the conditions specified in clause 8.8(b), the eligible employees, may not be paid salary at a rate exceeding that which is payable to them on appointment, promotion or transfer to the classification unless they have complied with the conditions specified in clause 8.8(b).

- (d) Eligible employees will, if they have complied with the conditions specified in clause 8.8(b), be paid:
 - (i) salary at the third salary point in the Professional Officer 1 scale of rates; or
 - (ii) if salary at a rate higher than the third salary point in the Professional Officer 1 scale of rates is payable, on appointment, promotion or transfer to the designation, salary at that higher rate.

- (e) Eligible employees may not be paid salary at a rate exceeding the third salary point in the Professional Officer 1 scale of rates unless they have complied with the following conditions:
 - (i) they have, for a period of one year received salary at the third salary point in the Professional Officer 1 scale of rates; and
 - (ii) they have satisfied the CEO and the Commissioner, after consideration of a report by an eligible employee of the Attorney General's Department selected by the CEO, that their efficiency and aptitude for legal work is satisfactory.
- (f) Where the rate of salary payable to the eligible employees on appointment, promotion or transfer to the classification exceeds the third salary point in the Professional Officer 1 scale of rates, they may not be paid salary at a rate exceeding the rate of salary so payable unless they have:
 - (i) for a period of one year, received salary at the rate of salary so payable; and
 - (ii) complied with the conditions specified in clause 8.8(e)(ii).
- (g) Eligible employees will, if they have complied with the conditions specified in clauses 8.8(e) or 8.8(f), be paid:
 - (i) salary at the maximum salary point in the Professional Officer 1 scale of rates; or
 - (ii) if salary at a rate in the Professional Officer 2 scale of rates is payable to the eligible employee on appointment, promotion or transfer to the designation, salary at whichever of the rates specified in relation to the office occupied that is the next higher rate to the rate payable to the eligible employees on appointment promotion or transfer to the designation.
- (h) For the purpose of clause 8.8(a):
 - (i) eligible employees who are eligible to be admitted to a degree will be deemed to have been admitted to that degree;
 - (ii) a reference to a degree of Bachelor of Laws or to a degree of Bachelor of Laws with First Class or Second Class Honours of an Australian University will be read as including a reference to the equivalent degree of another university being a university for the time being approved by the Commissioner for the purpose;
 - (iii) persons awarded First Class or Second Class Honours on becoming eligible for admission to the degree of Bachelor of Laws of an Australian university will be deemed to have been admitted to the degree of Bachelor of Laws with First Class or Second Class Honours; and
 - (iv) a reference to a degree of Bachelor of Arts or to another degree of an Australian university for the time being approved by the Commissioner for the purposes of these clauses, will be read as including a reference

to the equivalent degree of another university being a degree for the time being approved by the Commissioner for the purpose.

- (i) Notwithstanding clauses clauses 8.8(a) to 8.8(h) inclusive, where the CEO is satisfied that an eligible employee who has been admitted as a practitioner, however described, of the High Court or the Supreme Court of a state or of a territory, has shown, or again shown, in the performance of their duties a degree of efficiency and aptitude for legal work sufficient to justify such accelerated advancement, the Commissioner may determine in writing, on the recommendation of the CEO, that the eligible employee is entitled or is deemed to be entitled to be paid an increment or increments.

Schedule 2 Construction and Maintenance Employees' Provisions

Part A Construction and Maintenance

1. Application

The provisions of Part A of this Schedule apply to employees who are members of, or are eligible to become members of, the following unions:

- (a) United Workers Union;
- (b) Australian Manufacturing Workers Union;
- (c) Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Service Union of Australia; and
- (d) Transport Workers' Union of Australia.

and who are employed in the designations Physical 1 to Physical 9.

Note: For historical purposes, this Schedule in predecessor enterprise agreements related to the, now repealed, Construction and Maintenance Workers (NTPS) Award 2001 [AP811473].

2. Definitions

- 2.1 **Electrical fitter** means a fitter mainly engaged in making, fitting or repairing electrical machines, instruments or appliances who in the course of their work applies electrical knowledge.
- 2.2 **Electrical mechanic** means a tradesperson mainly engaged on electrical installation, repairs and maintenance work.
- 2.3 **Electrician – special class** means an electrical fitter or electrical mechanic who is mainly engaged on complex or intricate circuitry or both, the performance of which work requires the use of additional knowledge as herein defined.
 - (a) For the purpose of this definition **additional knowledge** means knowledge in excess of that gained by the satisfactory completion of a trade certificate in an electrical trade which has been acquired by the tradesperson by virtue of their:
 - (i) having had not less than two years on-the-job experience as a tradesperson working mainly on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and
 - (ii) having, by virtue of either the satisfactory completion of a prescribed post trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in the clause above, gained a sufficient comprehension of such complex or intricate circuitry work as will

enable the tradesperson to examine, diagnose and modify systems comprising interconnected circuits.

- 2.4 **Fitter** means a tradesperson of one or more of the following classes: mechanical fitter, electrical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work, points and crossings fitter and window frame fitter.
- 2.5 **Inspector – electrical plant and equipment** means a tradesperson who is employed in that capacity to carry out regular and continuous inspection of electrical plant and equipment installed in establishments and who is responsible to carry out the maintenance on such plant and equipment as required and for reporting on its condition and for the preparation or assistance in the formulation of maintenance program.
- 2.6 **Inspector – mechanical plant and equipment** means a tradesperson who is employed in that capacity to carry out regular and continuous inspection of mechanical plant and equipment installed in establishments and who is responsible to carry out the maintenance on such plant and equipment as required and for reporting on its condition and for the preparation or assistance in the formulation of maintenance program.
- 2.7 **Mechanical tradesperson – special class**
- Means a mechanical tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and who, in the course of such work, is required to read and understand hydraulic and/or pneumatic circuitry which controls fluid power systems, the performance of which work requires the use of additional knowledge as herein defined.
- (a) For the purpose of this definition **additional knowledge** means knowledge in excess of that gained by the satisfactory completion of a trade certificate in the mechanical trades which has been acquired by the tradesperson by virtue of their:
- (i) having a minimum of two years on-the-job experience as a tradesperson working predominantly on fluid power systems as will enable the tradesperson to perform such work under minimum supervision and technical guidance; and
 - (ii) having satisfactorily completed a prescribed post trades course or the achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means including in-plant training or on-the-job experience referred to in the clause above.
- 2.8 **Metal tradesperson assistant** means an employee directly assisting a metal tradesman Physical level 4 or above.
- 2.9 **Motor mechanic** means a tradesperson engaged in repairing, altering, overhauling, assembling (except for the first time in Australia) or testing metal and/or electrical parts of the engine or chassis of motor cars, motor cycles or other motor vehicles.

3. Apprentices

- 3.1 An apprentice employed in a classification under this Schedule shall receive the rate of pay prescribed under relevant legislation or otherwise in accordance with this Schedule for the trade in which the apprentice is apprenticed, according to the year of the apprentice's apprenticeship.
- 3.2 An apprentice shall also be accorded the general conditions of this Schedule.
- 3.3 An apprentice shall be paid not less than the adult minimum wage determined by the Commissioner.

4. Fixed Period Employees – Travelling Expenses – Engagement and Termination

- 4.1 An employee engaged outside the Northern Territory for employment in the Northern Territory, shall at the agency's expense be conveyed together with their tools of trade, if any, from the place of engagement to the place of employment, provided that an agreed amount may be deducted from the wages due to such employee up to the total amount of the cost of transportation from the place of engagement to the place of employment in the Northern Territory.
- 4.2 The amount so deducted and retained by the agency shall be returned to the employee at the expiration of six months from the time of commencing work or on completion of the term of engagement or on the termination by the agency of the employee's employment for reasons other than those permitting dismissal without notice under PSEM Act, whichever event shall first happen.
- 4.3 When travelling from the place of engagement to the place of employment, an employee shall be paid wages at the rate prescribed by this Schedule for their classification as from the time of commencing travel to undertake duty to the time of arrival at the place of employment, provided that such wages shall be for a maximum of 16 hours at ordinary rate of pay where travel is by rail with second class sleeper accommodation or by economy class air.
 - (a) Provided further that if the employee travels by any other mode of transport the employee shall be entitled to payment of eight hours travelling in respect of each day of travel up to a maximum of 16 hours at ordinary rate of pay.
- 4.4 If an employee engaged in accordance with clause 4.1 resigns on completion of 12 months service or on the completion of their term of engagement or on the termination of their employment by the agency for reasons other than misconduct or incompetence, whichever event shall first happen, the employee shall be reimbursed the cost of their travel to enable the employee to return to their place of engagement and the payment of wages on the basis indicated in clause 4.3, from the time of commencing travel for the return journey until the time of arrival at the place of engagement.
- 4.5 Such entitlement shall lapse if not availed of before the expiration of three months from the date of termination of employment.
- 4.6 Should an employee elect to travel to the Northern Territory by means of their own vehicle the employee may after giving six months satisfactory service be reimbursed the cost of their travel calculated on the mileage and period necessary for travel by the most direct recognised route from the place of engagement up to a maximum of the cost of a



single fare and travelling time if the employee had travelled by economy class air by the most direct route.

5. **Mixed Functions – Change in Classification**

An employee required to perform on any one day, two or more classes of work to which differential rates are applicable, shall be paid in respect of the whole time during which the employee works on that day at the highest rate fixed in respect of any such classes of work.

6. **Payment of Wages**

- 6.1 Wages shall be paid fortnightly at the option of the agency.
- 6.2 Where an employee terminates their services at the employee's own request and fails to give the required period of notice in accordance with PSEM Act, all wages and monies due to the employee shall be forwarded to the employee within one week of the employee's termination.
- 6.3 Where the agency terminates the services of an employee for any reason whatsoever, the employee shall be paid all monies due to the employee to time of termination at the time of ceasing duty, provided that if such termination is without notice and takes place after noon on a Friday, this provision shall be deemed to have been met if the monies are made available prior to noon on the next succeeding working day.
- 6.4 Where an employee who is not absent from work is not paid on the regular pay day, the employee shall be paid waiting time at the ordinary rate from close of business on pay day until time of actual payment provided that not more than eight hours pay shall accrue in respect of each 24 hours of waiting.
- 6.5 If the delay is caused by circumstances outside the control of the agency, clause 6.4 shall not apply.

7. **Allowances**

7.1 **Leading hands**

Leading hands shall be paid a leading hand allowance in accordance with the rates specified in Schedule 11.

7.2 **Supply of tools and tool allowance**

- (a) The agency shall provide for a metal tradesperson all tools necessary for the performance of their work or if tools are not supplied an allowance at a rate specified in Schedule 11 shall be payable. The allowance to apply for all purposes of the Schedule.
- (b) An employee shall give a receipt for any tool provided to them by the agency.
- (c) An employee shall replace or have deducted from their pay the cost of any tools so provided if lost through the employee's negligence.

- (d) Tradespersons, other than metal tradespersons who supply their own tools shall be paid, in addition to the salary rates prescribed in Schedule 11, a tool allowance at the rate specified in Schedule 11 for the replacement of tools.
- (e) The agency shall provide for the tradesperson all necessary power tools and specific purpose tools.

7.3 Special rates

- (a) The special rates shall not count as salary for any purpose and shall not be paid during any period of leave, either with or without pay.

- (b) In addition to the rates prescribed elsewhere in this Schedule the following special rates shall be paid:

- (i) Dirty work

An employee who is employed on work which the agency agrees is of an unusually dirty or offensive nature shall be an allowance at the rate specified in Part B of Schedule 11.

- (ii) Wet places

An employee working in any place where their clothing or boots become wet, whether by water, oil or otherwise, shall be paid an allowance at the rate specified in Part B of Schedule 11.

A. Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

B. Provided further that any employee who becomes entitled to this extra rate shall be paid that extra rate for such part of the day or shift as the employee is required to work in wet clothing or boots.

- (iii) Tradespersons rates

The rates of pay for employees who are engaged in a Physical position that requires the position holder to have a trade qualification, include all claims for special rates for engaging on repairs when travelling, rigging tackle for all erection and repair of electrical machines or apparatus, maintenance of storage and batteries and allowances for grinding tools except when the services of an employee are terminated in which circumstances the employee shall be allowed one and a half (1½) hours at their ordinary rate of pay for the purpose of gathering and grinding their tools.

- (iv) Height money

Employees working at a height of nine metres above the nearest horizontal plane shall be paid an allowance at the rate specified in Part B of Schedule 11.

(v) Insulation Work

An employee handling loose slagwool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise or working in a dust-laden atmosphere caused by the use of such materials or when working in insulating work in an average temperature of seven degrees Celsius or under, shall, when so employed on the construction or demolition of furnaces, walls, floors and/or ceilings, be paid an allowance at the rate specified in Part B of Schedule 11.

(vi) Confined space

An employee working in a confined space the dimensions of which necessitate working in a stooped or otherwise cramped position shall whilst so employed be paid an allowance at the rate specified in Part B of Schedule 11.

(vii) Toxic substances

An employee shall be paid an allowance for handling toxic substances at the rate specified in Part B of Schedule 11.

7.4 Allowance for protective clothing

- (a) Where the employer requires an employee to wear protective clothing the employer shall reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where protective clothing is provided by the employer.
- (b) All equipment and protective clothing provided by the agency shall remain the property of the agency and shall be accounted for by each employee when so required. When any item has become so worn that it is no longer adequate for its purpose, it shall be replaced by the agency without charge to the employee but any item which is lost or damaged through the negligence of the employee shall be replaced at the expense of the employee.
- (c) The cost of any article not returned to the agency by an employee on termination may be recovered from any monies owing to that employee.

7.5 Accommodation – camping

- (a) An employee who, in accordance with their duty, is required to camp out, shall be paid an allowance pursuant to By-law 31, as amended from time to time, at the rates and in accordance with the provisions of that By-law.
- (b) Where an employee is not supplied with camping equipment the employee shall be paid an allowance at the rate specified in Part C of Schedule 11 in addition to the rates prescribed in clause 7.5(a).

7.6 Drivers/operators allowances

- (a) Employees performing the duties of an Operator/Driver in construction and maintenance shall be paid, in addition to the salary rates prescribed in Part B of Schedule 11:
- (i) employees carting and/or handling dirty material;
 - (ii) employees carting and/or handling offensive material;
 - (iii) drivers who are required by the agency to load furniture onto or unload furniture from their vehicle during any day; and
 - (iv) employees who are required to drive a vehicle carting garbage, provided that an employee paid in accordance with this provision shall not be eligible for payment for carting offensive material in accordance with clause 7.6(a)(i).

7.7 First aid allowance

A qualified first aid person shall be paid an allowance at the rate specified in Part B of Schedule 11 (five days per week) in addition to the employee's ordinary rate of pay. This payment shall be regarded as salary for all purposes of this Schedule but the first aid person shall not be entitled to any payment or time allowance for aid rendered outside ordinary working hours unless the employee is actually on duty at the time or has been granted permission to accompany a patient to receive treatment.

8. Hours of Work – Additional Breaks

Employees shall be allowed two 15 minute breaks per day for rest breaks. The first break shall commence not earlier than 9.40 am and cease not later than 10.15 am and the second break shall commence not later than 3.00 pm. The period of such breaks shall be regarded for all purposes as time of duty and employees shall not be at liberty to leave the workplace in their rest break period.

9. Overtime

9.1 Rest Period

- (a) When overtime work is necessary, it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times, shall, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the time off duty.
- (c) If, on the instructions of the agency, such an employee resumes or continues work without having had those 10 consecutive hours off duty, the employee shall be paid at double rate until the employee is released from duty for that

period and the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.

- (d) The provisions of this clause shall apply in the case of shiftworkers who rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shiftworker does not report for duty; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

9.2 Crib time

- (a) An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues to work after the crib time.
- (b) Where a day worker is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10.00 am and 1.00 pm be paid at ordinary rate.
- (c) Unless the period of overtime is less than one and a half hours an employee, before starting overtime after working ordinary hours, shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. The officer in charge of the job and the employee may agree to any variation of this provision to meet the circumstances of the work in hand but the agency shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

9.3 Overtime Meal allowance

- (a) Where an employee is required to perform overtime duty in excess of one and half hours after the usual ceasing time, the employee shall be supplied with a meal or meals at agency expense or shall be paid a meal allowance in addition to overtime at the rate in clause 52 and set out in Part C of Schedule 11.
- (b) Unless the agency advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the agency shall provide that second or subsequent meal (as the case may be) or make payment in its stead in accordance with the provisions of clause 9.3(a).
- (c) If, in pursuance of notice, an employee has provided a meal or meals and the employee is not required to work overtime or is required to work less than the period of overtime stated on the notice, the employee shall be paid under the provision of clause 9.3(a) in respect of each meal provided by the employee, but which is made surplus by the change in requirements.

9.4 Transport of employees

When an employee, after having worked overtime or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the agency shall provide the employee with a conveyance to their home, or pay the employee's current salary for the time reasonably occupied in reaching their home.

9.5 Call Back

- (a) Employee recalled to work overtime after leaving the undertaking (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work or where the employee has been paid an on call allowance in accordance with clause 10 (On Call Allowance), the employee shall be paid for a minimum of three hours work at the appropriate rate for each time the employee is so recalled.
- (b) In the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period.
- (c) Where an employee is camped or is in residence within the project area, the minimum payment in respect of a recall to work shall be two hours at the appropriate rate.
- (d) This clause shall not apply in cases where it is customary for an employee to return to the undertaking to perform a specific job outside his or her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (e) Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purposes of clause 59.8 where the actual time worked is less than three hours on the recall or on each of the recalls.

10. On Call Allowance

Subject to the prior approval of the Commissioner to the introduction at an establishment of an on call roster in relation to a class of employee, an employee placed on that roster as available for duty on call during a period when the employee is off duty shall be paid in accordance with the following scale:

- (a) When the rostered period is for:
 - (i) any night Monday to Friday inclusive (except programmed days off) at the rate specified in Part B of Schedule 11.
 - (ii) Saturday, Sunday, public holidays and programmed days off (day and night inclusive) at the rate specified in Part B of Schedule 11.

11. Sunday and Public Holiday Work

- 11.1 A shiftworker on continuous work shifts for work done on a rostered shift, the major portion of which is performed on a Sunday or public holiday, shall be paid at the rate of double time.

11.2 For the purposes of clause 11.1 one shift (part of which falls within the Sunday or public holiday period) shall be observed as the Sunday or public holiday shift and parts of other shifts which may be worked between midnight on the Sunday or public holiday shall not be paid for at the rate of double time, except for time of duty in excess of shift hours.

12. Notice of Roster Change (Shiftwork)

12.1 An employee's place on each roster shall not be changed except on one week's notice of such change of payment or penalty rates.

12.2 So far as employees present themselves for work in accordance therewith shifts shall be worked according to the roster.

12.3 For work done by a shiftworker outside the ordinary hours of their shift double time shall be paid, but this shall not apply to arrangements between the employees themselves or in cases due to rotation of shift or when the relief does not come on duty at the proper time.

13. Shiftworker Penalties

13.1 A shiftworker whilst on afternoon or night shifts shall be paid 15% more than the employee's ordinary rate for such shifts.

13.2 A shiftworker who works on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop shall be paid at the rate of time and a half.

13.3 An employee who:

- (a) during a period of engagement on shiftwork, works night shift only; or
- (b) remains on night shift for a longer period than four consecutive weeks; or
- (c) works on night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of the employee's working time off night shift in each cycle;

shall during such engagement, period or cycle be paid at the rate of single time plus 30% for all time worked during ordinary working hours on such night shifts.

13.4 **Day shift** means any shift starting at or after 6.00 am and before 10.00 am.

13.5 **Afternoon shift** means any shift starting at or after 10.00 am and before 8.00 pm.

13.6 **Night shift** means any shift starting at or after 8.00 pm and before 6.00 am.

Refer to clause 73 for Saturday, Sunday and Public Holiday shiftwork payment.

14. Travelling Time Between Jobs

14.1 An employee who is required to travel on duty between one agency job and another shall be paid at ordinary rates for all time up to eight hours spent in travelling on a weekday. For all time over eight hours spent in travelling on a weekday and for all time spent in travelling on a Saturday, the employee shall be paid at overtime rates and for

all time spent in travelling on a Sunday or public holiday the employee shall be paid at double rates.

14.2 Where travel is by ship where sleeping accommodation is available the maximum travelling time to be paid shall be for 12 hours out of every 24 hours.

15. Appropriate Physical Level (Construction and Maintenance)

15.1 Assessment of the appropriate Physical level for an individual position under Part A (Construction and Maintenance) of this Schedule will be in accordance with the work level standards in clause 15. The work level standards should be read in conjunction with the types of jobs listed under each Physical level set out in this clause.

15.2 Division A – Building/Civil Engineering/Miscellaneous

(a) Physical level 2

- (i) Field assistant (Conservation Commission)
- (ii) Forestry worker;
- (iii) Gardener;
- (iv) Labourer;
- (v) Labourer agricultural;
- (vi) Weighbridge attendant.

(b) Physical level 4

- (i) Carpenter;
- (ii) Field assistant (geology);
- (iii) Foreperson gardener (Alice Springs);
- (iv) Tradesperson (horticulture).

15.3 Division B – Operators/Drivers (construction and maintenance)

(a) Physical level 2

- (i) Driver, rigid vehicle, to eight tonnes.

15.4 Division C – Metals

(a) Physical level 2

- (i) Tradesperson's assistant.

(b) Physical level 4

- (i) Electrical fitter;
- (ii) Electrical mechanic;

- (iii) Electrician;
- (iv) Fitter;
- (v) Motor mechanic.
- (c) Physical level 5
 - (i) Inspector (electrical plant and equipment);
 - (ii) Inspector (mechanical plant and equipment).
- (d) Physical level 6
 - (i) Electrician – special class.

16. Work Level Standards (Construction and Maintenance)

16.1 Physical Level 1

- (a) A person at this level shall be a new employee without previous experience in the range of duties pertaining to the occupation. The employee shall perform a range of duties whilst undergoing training; and
 - (i) works under direct supervision either individually or in a team environment using established routines, methods and procedures;
 - (ii) exercises minimal judgement in deciding how tasks are to be performed.

This level shall be used for training for employees being graded to level 2 and level 3 positions.

- (b) An employee appointed to a level 2 position, without previous experience in the range of duties pertaining to the occupation, shall be paid at the rate of the first salary point of level 1 for a period of six months continuous service and then at the rate of the second salary point of level 1 for the second six months. Upon completion of this 12 monthly period they shall be paid at the rate of the first salary point of level 2.
- (c) An employee appointed to a level 3 position, without previous experience in the range of duties pertaining to the occupation, shall be paid at the rate of the third salary point of level 1 for a period of six months continuous service and then at the rate of the fourth salary point of level 1 for the second six months. Upon completion of this 12 monthly period they shall be paid at the rate of the first salary point of level 3.

16.2 Physical Level 2

- (a) A person at this level:
 - (i) works either individually or in a team environment under general supervision; guidance may be provided by basic plans, sketches and working drawings in conjunction with written or verbal instructions;

- (ii) performs a variety of manual tasks and/or operates plant, equipment and vehicles requiring more than a basic level of skill;
 - (iii) exercises judgement in deciding how tasks are to be performed;
 - (iv) exercises good communication and interpersonal skills where routine client liaison applies;
 - (v) may be expected to assist in the familiarisation of other employees with the typical duties required of their position.
- (b) Qualifications
- Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (c) Typical duties whilst engaged at this level
- (i) Building/civil engineering/miscellaneous:
 - A. perform routine manual tasks using simple tools and equipment such as shovels and wheelbarrows. Tasks may be undertaken in a range of situations like confined spaces, above ground level or in a dirty work environment;
 - B. move bulk material such as earth, sand, rubble and waste material;
 - C. load, unload and move materials, tools and equipment;
 - D. sort, clean and stack salvaged materials;
 - E. sort, clean and store tools and equipment;
 - F. under direct supervision assist in erecting, stabilising or placing structural members (other than for scaffolding or aluminium alloy structures) and setting up cranes or hoists other than those attached to scaffolding;
 - G. under direct supervision assist in placing and firing explosive charges (not operating explosive powered tools);
 - H. erect aluminium alloy structures;
 - I. perform various aspects of demolition work;
 - J. lift and hold heavy objects (in accordance with OH&S guidelines) for securing by others;
 - K. move materials, tools and equipment by the quickest and safest method from one point to another on a site;
 - L. mix, pour and spread materials such as concrete, using equipment such as mixers, concrete pump guns and tampers;

- M. prepare work areas using equipment such as jack hammers and concrete saws;
 - N. assist tradespersons in their tasks;
 - O. maintain and undertake minor repairs of equipment, tools and machinery used at this level within their level of skill and training; e.g. maintain equipment in accordance with the manufacturer's instructions;
 - P. use basic plans, sketches and working drawings; e.g. to make blinds, size cut and lay roofing materials such as malthoid, erect barricades and place lights to isolate work areas and protect workers;
 - Q. clean site offices and other buildings;
 - R. perform general labouring duties on a farm or similar agricultural project including driving a tractor or motor vehicle and operating farm machinery;
 - S. perform duties traditionally associated with the occupations of:
 - propagator;
 - storeperson;
 - field assistant (Conservation Commission)
 - forestry worker;
 - gardener;
 - weighbridge attendant;
- (ii) Plant operator/transport driver:
- A. Licensed operation of plant/machinery, including Boiler.
 - B. Pneumatic tyred tractor without power operated attachments up to and including class 6 (includes tractor tilting or one man hitch trailer) with power operated attachments below class 3.
 - C. Crawler tractor without power operated attachments up to and including class 3 with power operated attachments up to and including class 2.
 - D. Fork lift.
- (iii) Drive vehicles/machinery including Rigid vehicle to eight tonnes.
- (iv) Service, lubricate, clean and refuel plant and perform minor repairs.
- (v) Record instrument readings, hours of operation, fuel consumption and power output.

- (vi) Operates electrical or manual controls to raise, lower and manipulate plant and/or selected attachments.
 - (vii) Driving and manoeuvring plant and attachments within surveyor's pegs or working from drawings, markings or verbal instructions.
- (d) Metal industry (including electrical/electronic designations)
- (i) Use selected hand tools and perform minor machine tool/equipment operations; eg basic soldering or butt and spot welds or cut scrap with oxy-acetylene blow pipe.
 - (ii) Perform simple assembly and dismantling tasks on mechanical or electrical equipment; eg motor vehicles, mechanical plant.
 - (iii) Transport tools, materials and work pieces to and from the job.
 - (iv) Read instruments or gauges which require no adjustments or calculations for the operation.
 - (v) Undertake minor repairs and routinely clean and service equipment or mechanical plant where such duties do not involve the use of trade skills.
 - (vi) Keep plant and working areas in a clean and tidy condition, including boiler cleaning.
 - (vii) Maintain simple records.
 - (viii) Operate machinery or equipment requiring more than a basic level of manual and/or operational skills; eg steam cleaning equipment including the use of chemical equipment, mobile equipment including forklifts, overhead cranes and winch operations.
 - (ix) Perform machine tool operations, such as those associated with navaid equipment: cleaning, treating, painting or polishing specialised equipment.
 - (x) Assist tradespersons in more complex tasks; eg repair/modification of amphibians, replacement of faulty electrical components, testing and operation of electrical equipment and systems.
 - (xi) Prepare or process transaction documents and workshop records.
 - (xii) Dismantle, clean and reassemble various types of specialised equipment within the level of skill and training.
 - (xiii) Perform simpler installation, maintenance and/or repair of electrical equipment and wiring.
 - (xiv) Take accurate measurements.
- (e) Training
- (i) Advancement to a higher level will be subject to:

- (ii) satisfactory completion of a competency assessment applicable to the higher level;
- (iii) the normal merit-based promotion process; and
- (iv) a vacant job being available.

16.3 Physical Level 3

- (a) An employee at this level:
 - (i) works under general supervision either individually or in a team environment, performing a variety of tasks which require knowledge of standards, practices and procedures and skills obtained through considerable training and experience; or
 - (ii) performs tasks requiring some level of technical or specialised knowledge or skill; or
 - (iii) operates vehicles/plant requiring skills obtained through considerable training and experience; or
 - (iv) under limited supervision, oversees employees engaged on a variety of tasks. This will include the assignment and quality control of work;
 - (v) exercises judgement in deciding how tasks are to be performed;
 - (vi) exercises communication and interpersonal skills where client liaison and supervisory responsibilities apply;
 - (vii) may be expected to oversight the work of subordinates;
 - (viii) may be expected to oversight the work of employees undergoing the on-the-job component of their training as per level 1;
 - (ix) exercises good communication and interpersonal skills generally.
- (b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (c) Typical duties whilst engaged at this level:
 - (i) Building/civil engineering/miscellaneous
 - A. Being directly responsible to the agency for the correct and proper laying of sewerage and drainage pipes;
 - B. Fix steel including the performance of tack welding where required;
 - C. Hand finish cement or concrete work other than a finish in marble, mosaic or terrazzo;



- D. Supervise staff using simple work plans, sketches etc. to coordinate and direct activities.
- (ii) Plant operator/transport driver
- A. Licensed operation of plant/machinery including:
- pneumatic tyred tractor – power operated attachments class 6 or above 170kW engine power with power attachments above class 3 up to and including 170kW engine power (not including tilting or one man hitch trailer);
 - crawler tractor – without power operated attachments above class 3 with power attachments class 3, 4, 5 and class 6;
 - mobile crane – with lifting capacity up to and including 15 tonnes;
 - grader – power operated below 35kW engine power;
 - pneumatic tyred loader – up to and including 110kW engine power;
 - crawler loader – up to and including class 6;
 - excavator – up to and including a half cubic metre;
 - pile driver – power operated winch.
- B. Drive vehicles/machinery including:
- articulated vehicle – up to 20 tonnes;
 - double articulated vehicle – up to 16 tonnes;
 - machinery float – up to 16 tonnes;
 - rigid vehicle – over eight tonnes.
- C. Service, lubricate, clean and refuel plant and perform minor repairs.
- D. Record instrument readings, hours of operation, fuel consumption and power output.
- E. Operates electrical or manual controls to raise, lower and manipulate plant and/or selected attachments.
- F. Driving and manoeuvring plant and attachments within surveyor's pegs or working from drawings, markings or verbal instructions.

- (iii) Metal industry (including electrical/electronic designations)
 - A. Use precision measuring instruments to carry out work.
 - B. Undertake machine setting, loading and operation.
 - C. Basic engineering and fault finding.
 - D. Take charge of working parties engaged in specific tasks; e.g. setting up work areas.
 - E. Perform basic quality checks on the work of others.

(d) Training

Advancement to a higher level will be subject to:

- (i) satisfactory completion of a competency assessment applicable to the higher;
- (ii) the normal merit-based promotion processes; and
- (iii) a vacant job being available.

16.4 Physical Level 4

(a) A person at this level:

- (i) works under general supervision either individually or in a team environment, performing trade work and holding trade or other recognised equivalent qualifications; or
- (ii) under limited supervision, supervise numbers of employees engaged on a variety of manual tasks/activities or a number of work teams;
- (iii) exercises independent judgement in deciding how tasks are to be performed and have authority to adapt work methods in dealing with non-standard problems;
- (iv) may be expected to familiarise other employees with the typical duties required of their position;
- (v) applies quality control techniques to their work and the work of other employees;
- (vi) assists in the development of, and implement training programs;
- (vii) exercises good communication and interpersonal skills.

(b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(c) Typical duties whilst engaged at this level:

- (i) Building/civil engineering/miscellaneous
- A. perform, within the scope of the trade, trades work or work requiring an equivalent level of skills and knowledge and, as necessary, undertake duties incidental to the trade – i.e. by making good a job of work;
 - B. fabrication of unusual or non-standard work by adapting existing procedures and practices;
 - C. read, interpret and apply plans, specifications and diagrams;
 - D. supervise and coordinate the activities of a group of employees undertaking a range of activities such as supervising more than 12 personnel laying footpaths;
 - E. tradespersons may supervise trades assistants and provide guidance to apprentices;
 - F. apply computing and other techniques as they relate to the operation of the trade and/or work area;
 - G. perform trade work or work requiring an equivalent level of skills and knowledge. A person performing these tasks at this level will possess a trade certificate or an equivalent recognised qualification; and
 - H. perform duties traditionally associated with the occupations of:
 - field assistant (geology);
 - foreman gardener (Territory Housing– Alice Springs).
- (ii) Plant operator/transport driver
- A. Licensed operation of plant/machinery including:
 - pneumatic tyred tractor – with power operated attachments in excess of 170kW engine power.
 - crawler tractor – with power operated attachments above class 6.
 - mobile crane – lifting capacity greater than 15 tonnes up to and including 40 tonnes.
 - grader – power operated above 30kW to 70kW net engine power inclusive.
 - pneumatic tyred loader – above 110kW net engine power up to and including 220kW net engine power.
 - crawler loader – above class 6.

- excavator – above a half cubic metre up to and including 2.2 cubic metres (including Gradall).
- B. Drive vehicles/machinery including:
- articulated vehicle – over 20 tonnes;
 - double articulated vehicle – over 16 tonnes;
 - machinery float – over 16 tonnes.
- C. Service, lubricate, clean and refuel plant and perform minor repairs.
- D. Record instrument readings, hours of operation, fuel consumption and power output.
- E. Operates electrical or manual controls to raise, lower and manipulate plant and/or selected attachments.
- F. Driving and manoeuvring plant and attachments within surveyor's pegs or working from drawings, markings or verbal instructions.
- (iii) Metal industry (including electrical/electronic designations)
- A. Exercises the skills and knowledge within the scope of the trade.
- B. Understand and apply computer techniques as they relate to the operation of the work area; e.g. diagnostic, job records, work plans.
- C. Operate lifting equipment incidental to their work.
- D. Operate, set up and adjust production machinery in a plant including production process welding to the extent of training.
- E. Perform a range of engineering maintenance functions including:
- removing equipment fastenings which may involve use of destructive cutting equipment;
 - lubrication of production equipment;
 - running adjustments to production equipment.
- F. Perform non-trade tasks incidental to their work.
- G. Inspect products and/or materials for conformity with established operational standards.
- H. Perform work which while primarily involving the skills of the person's trade is incidental or peripheral to the primary task



and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

- I. Perform basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians.

(d) Training

Advancement to a higher level will be subject to:

- (i) satisfactory completion of a competency assessment applicable to the higher level;
- (ii) the normal merit-based promotion processes; and
- (iii) a vacant job being available.
- (iv) for employees performing trade work, advancement to the next level (i.e. 5) shall be subject to the employee having had at least three years relevant trade experience and to the CEO being satisfied that the employee has attained and utilises a higher level of trade skill than that generally associated with the trade.

16.5 Physical Level 5

(a) A person at this level will:

- (i) supervise, plan and coordinate work teams or control the operations of an organisational element of a program which undertakes predominantly a variety of manual tasks;
- (ii) a person in a supervisory role at this level could be expected to exercise initiative and judgement in solving day-to-day operational problems including:
 - A. estimating and ordering;
 - B. work prioritising;
 - C. staffing control and training;
 - D. maintenance of records and basic reporting;
 - E. application of quality standards, occupational health/safety and equal opportunity programs to work areas;
 - F. development of training programs.
- (iii) under general supervision either individually or in a team environment, performs trade work requiring a higher level of trade skill.

- (iv) exercise initiative and judgement above that undertaken at the general trade level.
- (v) understands and implements quality control techniques.
- (b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (c) Typical duties whilst engaged at this level:
 - (i) Building/civil engineering/miscellaneous

Plant operator/transport driver

 - A. Licensed operation of plant/machinery including:
 - Mobile crane – lifting capacity greater than 40 tonnes.
 - Grader – power operated above 70kW net engine power.
 - Pneumatic tyred loader – above 220kW net engine power.
 - Excavator – above 2.2 cubic metres.
 - B. Service, lubricate, clean and refuel plant and perform minor repairs;
 - C. Record instrument readings, hours of operation, fuel consumption and power output;
 - D. Operates electrical or manual controls to raise, lower and manipulate plant and/or selected attachments;
 - E. Driving and manoeuvring plant and attachments within surveyor's pegs or working from drawings, markings or verbal instructions.
 - (ii) Metal industry (including electrical/electronic designations)
 - A. Manufacture printed circuit boards, anodised engraved and metal etched products using photographic, electroplating process and soldering reflow equipment, NC drilling machines and optical inspection equipment.
 - B. Make and repair jigs, fixtures and tools including input to the design process.
 - C. Manufacture research test equipment, test rigs and specimens to given designs using computer aided and general purpose machine tools, and hand finishing techniques, ensuring compliance with the required tolerances.

- D. Prepare reports and/or other documentation on matters related to functions.

(d) Training

Advancement to a higher level will be subject to:

- (i) satisfactory completion of a competency assessment applicable to the higher level;
- (ii) the normal merit-based promotion processes; and
- (iii) a vacant job being available.

16.6 Physical Level 6

(a) A person at this level:

- (i) takes charge of an occupational group of employees engaged in a wide range of activities normally within a work stream and is responsible for a range of functions including implementation of quality control, training and/or teaching, staff recruitment, estimation of costs, preparation of orders, and setting of and review of procedures;
- (ii) exercises a high degree of initiative and judgement in solving day-to-day problems including:
 - A. coordination of resources;
 - B. staff training and/or teaching;
 - C. work prioritising;
 - D. overseeing safety measures;
 - E. development of training programs;
 - F. estimating and ordering;
 - G. overseeing records maintenance and preparation of minor reports; or
- (iii) under limited supervision, either individually or in a team environment performs special class trade work (refer clause 2), employing an independent approach and initiative. These tasks may encompass the provision of trade and equivalent level guidance and assistance to other members of a work team; or
- (iv) as a special class tradesperson (refer clause 2) makes recommendations and/or implement alternative methods of approach to operational problems.

(b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(c) Typical duties whilst engaged at this level

(i) Metal industry (including electrical/electronic designations)

- A. Undertake work on machinery or equipment which utilises complex electrical/electronic circuitry and controls.
- B. Work on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles.
- C. Perform work on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof.
- D. Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilise hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems.
- E. Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising interconnected circuits.
- F. Apply advanced computer numerical control techniques in machining or cutting or welding or fabrication.
- G. Perform CAD/CAM operations to intermediate level in the performance of routine modifications to programs.
- H. Exercises high precision trade skills using various materials and/or specialised techniques.
- I. Allocate work to trade or production staff and give associated guidance and instructions; e.g. motor vehicle testing. This would include the following:
 - prepare reports on work programs and estimates; and
 - arrange the acquisition of equipment.

(d) Training

Advancement to a higher level will be subject to:

- (i) satisfactory completion of a competency assessment applicable to the higher level;
- (ii) the normal merit-based promotion processes; and

- (iii) a vacant job being available.

16.7 Physical Level 7

- (a) A person at this level:
 - (i) exercises direct and indirect control over a large group of employees, including subordinate supervisors, undertaking a varied range of work;
 - (ii) exercises a high degree of initiative, judgement and flexibility in solving complex problems including:
 - A. coordination of resources;
 - B. oversight of training;
 - C. estimation of costs;
 - D. arranging recruitment;
 - E. oversight safety matters; and
 - F. review work methods and oversee quality control; or
 - (iii) as an advanced engineering tradesperson under limited supervision, performs work beyond the special class tradesperson involving intricate systems and designs; or
 - (iv) as an advanced engineering tradesperson make recommendations and/or implement alternative methods of approach to complex operational problems using a high level of initiative.
- (b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (c) Typical duties whilst engaged at this level:
 - (i) Metal industry (including electrical/electronic designations)
 - A. Supervise and control the day-to-day operations of a facility including a sheet metal and machine shop, assuming responsibility for:
 - B. determining priorities for jobs on the work program and resource requirements to implement the work program;
 - C. preparing estimates for work done both internally and externally and monitor program expenditure;
 - D. preparing requirements for tools, materials and equipment required;
 - E. ensuring that machine tools and hand tools are maintained in a serviceable condition; and

- F. supervising on-the-job training of junior staff.
- G. Work on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles.
- H. Working on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.
- I. Work on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
- J. Apply computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for level 7.
- K. Provide trade guidance and assistance as part of a work team.
- L. Prepare reports of a technical nature on specific tasks or assignments as directed.

(d) Training

Advancement to a higher level will be subject to:

- (i) satisfactory completion of a competency assessment applicable to the higher level;
- (ii) the normal merit-based promotion processes; and
- (iii) a vacant job being available.

16.8 Physical Grade Level 8

Work level standards for levels 8 and 9 have not been developed for the Building and Construction stream.

Note: There are no positions beyond level 6 in the Physical Grade (Construction and Maintenance) stream at this stage. If the need for these positions arises, the matter should be referred to the Office of the Commissioner.

Part B Communications, Electronics and Radio

17. Application

The provisions of Part B of this Schedule apply to employees who are members of, or are eligible to become members of the Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and who are employed in the designations Physical 2 to Physical 8 (excluding Physical 3) or, in relation to the Northern Territory Police Fire and Emergency Services, the Technical stream.

18. **Area and Incidence**

Part B – Communications, electronics and radio of this Schedule, shall apply to employees engaged in assembling, erecting, installing, diagnosing, servicing, maintaining and rectifying any of the following electrical/electronic machinery and/or equipment:

- (a) all forms of electrical machinery, apparatus and appliances;
- (b) electrical advertising equipment, including neon signs;
- (c) fluorescent lighting;
- (d) the drawing and insulation of wire for the conducting of electricity, generation, distribution, transmission and reticulation of electricity;
- (e) recording, measuring and controlling devices for electricity, temperature, pressure, time, weights and measures, etc. (e.g. scale making, instrumentation and testing equipment);
- (f) lift and elevator electronics;
- (g) refrigerators;
- (h) ventilating and air conditioning plant and equipment (electrical);
- (i) all classes and types of electrical wiring equipment and plant;
- (j) electronic products (e.g. television receivers, video cassette recorders, audio equipment/systems, home computers, etc.) and any combination of these products together with ancillary devices and/or equipment;
- (k) medical electronics;
- (l) radio and television transmitting devices (including LF, HF, VHF and UHF); CB radios, antennae, transmission lines;
- (m) radio and television broadcasting facilities (e.g. remote communities, School of Air);
- (n) telemetry systems and ancillary equipment;
- (o) multiple access television distribution systems;
- (p) computers and their peripherals (including mainframe, network, micro, interfacing equipment, etc.), business machines (photocopiers, word processors, etc.);
- (q) microwave and associated equipment;
- (r) telephone communication devices, facsimile and intercom systems;
- (s) fibre optic transmission lines and associated equipment;
- (t) avionics;
- (u) public address systems;

- (v) domestic satellite television receivers, data communication;
- (w) maritime electronics equipment and navigational aids (including depth sounders, radars, etc.);
- (x) security alarm systems, opto-electronic devices, CCTV systems;
- (y) fire alarm systems;
- (z) electric light and power, electrical machinery, electric installation and appliances (including wiring).

19. **Classification Definitions**

19.1 Employees shall be classified into the following designations appropriate to their function and qualifications in line with the following schedule.

Physical level 2	Electrical tradesman’s assistant
Physical level 4	Electrical fitter and/or mechanic
Physical level 5	Inspector (electrical and equipment)
Physical level 6	Electrician special class Electronic serviceman
Physical level 7	Electronic serviceman
Physical level 8	Electronic serviceman

19.2 **Electronics serviceman** means an employee holds a recognised relevant trade certificate or a Broadcast Operator’s Certificate or such other qualifications and/or experience recognised by the Commissioner for the purpose.

19.3 **Electrical fitter** means a person who performs the actual electrical trade work of constructing, manufacturing, fitting, assembling, erecting or repairing of electrical articles.

19.4 **Electrical mechanic** means a person who performs the actual electrical work of installing, altering or adding to an electrical line or electrical installation and of maintaining, repairing or connecting an electrical article.

19.5 **Electrician special class** see clause 2.3.

19.6 **Inspector (electrical plant and equipment)** see clause 2.5.

20. **Conditions of Service**

Employees covered under Part B – Communications, Electronics and Radio of this Schedule, shall be subject to the provisions of Part A – Construction and Maintenance of this Schedule, for the general conditions of service.



Schedule 3 Department of Health Employees – United Workers Union Provisions

1. Application

Provisions of this Schedule apply to employees employed by the Department of Health, who are members of, or are eligible to become members of United Workers Union and are employed in any of the following classifications:

- (a) Physical 1 to Physical 9;
- (b) Technical 1 to Technical 6;
- (c) Professional 1 to Professional 3;
- (d) Senior Professional 1 to Senior Professional 2;
- (e) Administrative 1 to Administrative 2.

Note: For historical purposes, this Schedule in predecessor enterprise agreements related to the, now repealed, Health Employees (NTPS) Miscellaneous Union Award 2001 [AP811829].

2. Apprentices

- 2.1 Subject to clause 2.2, an apprentice employed in a classification under this Schedule will receive the rate of pay prescribed by the *Northern Territory Employment and Training Act* for the trade in which the apprentice is apprenticed according to the year of the apprentice's apprenticeship. An apprentice will also be accorded the general conditions of this Schedule.
- 2.2 An apprentice shall be paid not less than the adult minimum wage determined by the Commissioner.

3. Employment Categories

- 3.1 Health (Services) Employee – Physical level 1
 - (a) A person at this level will be a new employee without previous experience in the health industry. The employee will perform a range of duties whilst undergoing training in the food, domestic, property and linen services, and/or provide basic assistance to professional, allied health professional, nursing and technical staff.
 - (b) They work under direct supervision either individually or in a team environment using established routines, methods and procedures; and exercise minimal judgement in deciding how tasks are to be performed. This level will be used for training for employees being graded to level 2 and level 3 positions.

3.2 Health (Services) Employee Physical – level 2

- (a) A person at this level will perform a range of duties in the food, domestic, property and linen services, and/or provide assistance to professional, allied health professional, nursing and technical staff.
- (b) They work either individually or in a team environment under general supervision; perform a variety of manual tasks and/or operates plant, equipment and vehicles requiring more than a basic level of skill; exercise judgement in deciding how tasks are to be performed; exercise good communication and interpersonal skills where routine client liaison applies; may be expected to assist in the familiarisation of other staff with the typical duties required of their position.
- (c) Qualifications
- Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (d) Typical duties whilst engaged at this level
- Working in a multi-discipline health care environment, persons may, at this level, typically perform duties within a functional area (e.g. a ward or service area) such as:
- (i) assist nursing staff to provide patient hygiene; e.g. to shave, sponge, bath and lift patients and to make patients' beds, as well as assist professional, allied health professional, nursing and technical staff by performing tasks requiring knowledge of functions within a specific field or discipline; e.g. assist in the movement, lifting and positioning of patients in operating theatres; assist in the movement of patients to and from theatre recovery area; transport patients including the deceased and ensure documentation is complied with; pick up and deliver drugs for patients; collect and deliver pathology specimens;
 - (ii) cleaning duties; e.g. perform light and heavy cleaning tasks, which include cleaning, sweeping, vacuuming and polishing floors and high cleaning of windows and walls; as well as specialised cleaning duties; e.g. night cleaning including securing premises during and after cleaning.
 - (iii) assist in basic food preparation, serving and delivery of meals, preparation and serving of morning and afternoon teas;
 - (iv) clean equipment/utensils used in the work area;
 - (v) collect and dispose of all refuse within an institution (wet, dry, contaminated and classified);
 - (vi) porter/trolley patients and/or provide a messenger service, which may include operating a two-way communication system;
 - (vii) perform a range of routine gardening functions; e.g. digging, weeding, planting seedlings, sowing/mowing lawns, as well as undertake more

complex tasks associated with the care and maintenance of grounds and gardens under general supervision.

- (viii) operate flexibly on a wide range of basic tools, equipment and/or machinery on which training has been provided;
- (ix) sew, repair clothing/linen, sew articles, fit, alter or repair uniforms;
- (x) perform a range of tasks associated with linen services; e.g. sorting soiled linen, loading/unloading/cleaning machines, folding/stacking cleaned linen, inspecting/preparing linen for dispatch, collecting/distributing linen throughout the institution and other areas as well as undertake laundering/ironing/repair of patient's personal clothing.
- (xi) assist trades persons by performing routine, basic manual tasks;
- (xii) undertake routine maintenance on equipment operated.

(e) Multiskilling/flexibility

A person at this level will perform duties incidental or peripheral to their main duties, including undertaking tasks and/or operating machinery within their work area, which duties are generally performed by persons at this level and for which they have been trained and/or are capable of performing. For the purposes of this provision, a work area will mean a distinct service area such as the laundry, kitchen, grounds etc.

(f) Training

Advancement to a higher level will be subject to satisfactory completion of training/competency assessment developed for each stream and a vacant job being available and the normal selection process.

3.3 Health (Services) Employee – Physical level 3

- (a) A person at this level will perform a range of duties in the food, domestic, property and linen services, or provide assistance to professional, allied health professional, nursing and technical staff.
- (b) They work under general supervision either individually or in a team environment, performing a variety of tasks which require knowledge of standards, practices, procedures and skills obtained through considerable training and experience; or perform tasks requiring some level of technical or specialised knowledge, or skill; or operate vehicles/plant requiring skills obtained through considerable training and experience; or under limited supervision, oversee staff engaged on a variety of tasks. This will include the assignment and quality control of work.
- (c) They exercise judgement in deciding how tasks are to be performed; exercise communication and interpersonal skills where client liaison and supervisory responsibilities apply; may be expected to oversight the work of subordinates; may be expected to assist in the familiarisation of other staff with the typical duties required of their position; may be expected to oversight the work of

persons undergoing the on-the-job component of their training as per level 1, and exercise good communication and interpersonal skills generally.

(d) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(e) Typical duties whilst engaged at this level

Working in a multi-discipline health care environment, persons may, at this level, typically perform duties within a functional area (e.g. a ward or service area) or specific tasks within a special service area or a laboratory such as:

- (i) oversight an aspect of a support unit; e.g. the serving or delivery of meals, tow motor services, sewing services, linen services, cleaning and provisioning of staff quarters, oversee staff performing a wide range of tasks and activities associated with food and linen services, hygiene maintenance, portorage, and ground maintenance.
- (ii) maintain hygiene of rooms, sterilisation of equipment and specialised cleaning in operating theatres and other sensitive areas, through application of cleaning protocols;
- (iii) assist nursing staff to provide patient hygiene; e.g. to shave, sponge, bath and lift patients and to make patients' beds, as well as assist professional, allied health professional, nursing and technical staff by performing tasks requiring knowledge of functions within a specific field or discipline; e.g. assist in the movement, lifting and positioning of patients in operating theatres; assist in the movement of patients to and from theatre recovery area; transport patients including the deceased and ensure documentation is complied with; pick up and deliver drugs for patients; clean burns baths; collect and deliver pathology specimens; assist with ECG services including maintaining machinery and records and assist in any resultant cardiac arrests including cardiac massage; assist in applying plaster of Paris and maintain equipment associated therewith; this includes carrying out, or being paid at this level whilst performing, the duty of restraining unruly patients within a hospital environment;
- (iv) prepare, cook and serve foodstuffs, requisition, issue and control cooking ingredients and materials; A person performing these tasks at this level will not possess a relevant trade certificate or an equivalent recognised qualification however, upon attaining same, will be advanced to level 4;
- (v) prepare and supervise tow motor delivery programs, including delivery of meals and stores;
- (vi) oversee all aspects of grounds and gardens maintenance within the precincts of an institution other than Royal Darwin Hospital;

- (vii) perform a wide range of duties and responsibilities associated with the care of clients in the detoxification unit;
 - (viii) perform a range of security functions including responding to early warning detection systems, maintenance of fire extinguishers and computer operation under general supervision.
- (f) Multi-skilling/flexibility
- This level includes persons who are trained for and/or are capable of performing the tasks associated with all level 2 positions in three separate recognised work areas; e.g. food, domestic, and linen services and are designated by the employer to be a 'multi-skilled' person for the purposes of this provision. An employee who has been promoted to this level, can be required to work in any of the positions for which they are trained and/or are performing, at the employer's discretion.
- (g) Training
- Advancement to a higher level will be subject to: satisfactory completion of training/competency assessment developed for each stream which is still to be determined; and a vacant job being available and the normal selection process.

3.4 Health (Services) Employee – Physical level 4

- (a) A person at this level will perform a range of duties in the food, domestic, property and linen services, or provide assistance to professional, nursing and technical staff.
- (b) They work under general supervision either individually or in a team environment, performing trade work and holding trade or other recognised equivalent qualifications; or under limited supervision, supervise numbers of staff engaged on a variety of manual tasks/activities or a number of work teams; exercise independent judgement in deciding how tasks are to be performed and have authority to adapt work methods in dealing with non-standard problems; may be expected to familiarise other staff with the typical duties required of their position; apply quality control techniques to their work and work of other staff; assist in the development of, and implement training programs; exercise good communication and interpersonal skills.
- (c) Qualifications
- (d) Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (e) Typical duties whilst engaged at this level: working in a multi-discipline health care environment, persons may, at this level, typically perform duties related to a specific trade or supervision of a functional stream, such as:
 - (i) perform trade work or work requiring an equivalent level of skills and knowledge; e.g. cook, butcher. A person performing these tasks at this level will possess a trade certificate or an equivalent recognised

qualification; supervise all aspects of grounds and gardens maintenance within the precincts of Royal Darwin Hospital;

- (ii) prepare, cook and serve foodstuffs. Requisition, issue and control cooking ingredients and materials;
- (iii) as senior security officer on a shift, supervise the activities of security officers and be responsible for responding to routine and emergency calls as well as operate the computerised reporting and warning systems;
- (iv) responsibility for a specialised area of the sterile supply service.
- (v) a supervisor at this level will also undertake at least three of the following as part of their duties: purchasing and stock control, rostering, maintaining attendance records, compiling production and assessment reports, budget control and other duties consistent with this level.

(f) Training

Advancement to a higher level will be subject to: satisfactory completion of training/competency assessment developed for each stream which is still to be determined; and, a vacant job being available and the normal selection process.

3.5 Health (Services) Employee – Physical level 5

- (a) A person at this level will supervise, plan and coordinate work teams or control the operations of an organisational element of a program which undertakes predominantly a variety of manual tasks.
- (b) A person in a supervisory role at this level could be expected to exercise initiative and judgement in solving day to day operational problems. The problems include – estimating and ordering, work prioritising, staffing control and training, maintenance of records and basic reporting, application of quality standards, occupational health/safety, equal opportunity programs to work areas, and development of training programs. Also, exercise initiative and judgement above that undertaken at the general trade level and understands and implements quality control techniques.
- (c) Qualifications
Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (d) Typical duties whilst engaged at this level
Working in a multi-discipline health care environment, persons may, at this level, typically perform duties related to a specific trade or supervision of a specific field, such as:
 - (i) supervise/oversee staff performing a variety of activities; e.g. head cook;

- (ii) overseeing staff engaged in the preparation/serving/distribution of food;
- (iii) organise and coordinate the activities of staff employed in the kitchen of an institution;
- (iv) as security supervisor oversee all aspects of the security operations at the institution including being responsible for the computer reporting and warning functions, key cutting, training other staff as to security requirements and procedures and report directly to the security manager.

(e) Training

Advancement to a higher level will be subject to satisfactory completion of training/competency assessment developed for stream and a vacant job being available and the normal selection process.

3.6 Health (Services) Employee – Physical level 6

- (a) A person at this level takes charge of an occupational group of staff engaged in a wide range of activities normally within a work stream and is responsible for a range of functions including: implementation of quality control, training and/or teaching, staff recruitment, estimation of costs, preparation of orders, and setting of and review of procedures; exercises a high degree of initiative and judgement in solving day to day problems including coordination of resources; staff training and/or teaching; work prioritising; overseeing safety measures; development of training programs; estimating and ordering; overseeing records maintenance and preparation of minor reports.

(b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

- (c) Typical duties whilst engaged at this level.

(d) Training

Advancement to a higher level will be subject to satisfactory completion of training/competency assessment developed for each stream which is still to be determined, and a vacant job being available and the normal selection process.

3.7 Health (Services) Employee – Physical level 7

- (a) A person at this level exercises direct and indirect control over a large group of staff, including subordinate supervisors, undertaking a varied range of work; exercises a high degree of initiative, judgement and flexibility in solving complex problems including coordination of resources; oversight of training; estimation of costs; arranging recruitment; oversight safety matters; and review work methods and oversee quality control.

(b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(c) Typical duties whilst engaged at this level

Working in a multi-discipline health care environment:

- (i) manage all aspects of a large central linen service which undertakes laundry processing, theatre linen packing, linen collection/distribution, repair and maintenance of linen and uniforms;
- (ii) supervise/coordinate the activities of a large number of staff providing a total hygiene service within a hospital including specialised equipment sterilising services, and report directly to the Central Sterilising Department manager;
- (iii) as orderly manager, manage all aspects of services provided by orderlies, including the allocation of duties etc.; manage the hospital fleet vehicles including ensuring that maintenance requirements are carried out and prepare records/accounts and assist in purchasing etc.

(d) Training

Advancement to a higher level will be subject to satisfactory completion of training/competency assessment developed for each stream and a vacant job being available and the normal selection process.

3.8 Health (Services) Employee – Physical level 8

- (a) A person at this level controls the operation of the Central Sterilising Department area including a large number of staff; exercises a high degree of initiative, independent judgement and leadership in solving complex operational problems.

(b) Qualifications

Satisfactory completion of training or demonstrated competence in accordance with requirements for this level.

(c) Typical duties whilst engaged at this level

Working in a multi-discipline health care environment, the person at this level will manage the operations of the Central Sterilising Department unit which includes:

- (i) coordinating and exercising overall control of the Central Sterilising Department within an institution;
- (ii) administrative responsibility for budgeting and resource allocation, estimating staffing, equipment and maintenance requirements; arranging and/or advising on tenders and contracts for stock, equipment and maintenance;

- (iii) overseeing/reviewing standards, methods and operating procedures and as required modifying procedures and standards;
 - (iv) supervising, rostering, interviewing/selecting and training of staff;
 - (v) quality control measures and maintenance of hygiene; and
 - (vi) liaison with senior administrators, professional and allied health professional staff on matters related to the Central Sterilising Department services.
- (d) Training

Advancement to a higher level will be subject to satisfactory completion of training/competency assessment developed for each stream, which is still to be determined; and a vacant job being available and the normal selection process.

4. Rates of Pay – Dental Assistant

An employee performing the duties of dental assistant who possesses or is awarded the Dental Assistants' Association of Australia Certificate of Proficiency, or an equivalent qualification will be advanced automatically to the third salary point of the Technical 1 designation.

Note: Dental Assistants may progress through the Dental Assistant structure from Technical 1 to Technical 2 in accordance with the T1/T2 progression scheme as determined by the Commissioner.

5. Mixed Functions

- 5.1 Every employee will be liable to be called upon to temporarily perform the duties of another classification provided they are competent to perform such duties.
- 5.2 An employee required to perform on any one day, work to which differential rates are applicable will be paid in respect of the whole time during which the employee works on that day, at the highest rate fixed in respect of any such classes of work.
- 5.3 An employee temporarily transferred to a class of work for which a lower rate is paid, will not suffer any reduction in salary.

6. Recognition of Previous Experience

In evaluating what level a person may be paid, due regard may be given to a person's previous experience in the industry.

7. Payment of Salary

- 7.1 Where an employee resigns and fails to give one week's notice, any monies due to the employee will be forwarded within one week of the employee's termination.
- 7.2 Where the agency terminates the services of an employee, the employee will be paid all monies due up to the time of termination at the time of ceasing duty, provided that if such termination is without notice and takes after 12.00 noon, this provision will be deemed to have been met if the monies are made available prior to noon on the next succeeding office staff working day.

7.3 Where an employee who is not absent from duty is not paid on the regular pay day, the employee will be paid waiting time at the ordinary rate from close of business on pay day until time of actual payment, provided that not more than eight hours pay will accrue in respect of each 24 hours of waiting:

7.4 Provided that if the delay is caused by circumstances outside the control of the agency, this clause will not apply.

8. **Allowances**

8.1 Special rates

In addition to the rates prescribed elsewhere in this Schedule the following special rates will be paid at the rates specified in Part B of Schedule 11:

(a) Dental Technician

An employee performing the duties of Dental Technician or Senior Dental Technician who is certified by the CEO as being proficient in crown and bridge and/or maxilla facial work, and who is required to perform such work.

(b) Senior Dental Technician – Darwin

The Senior Dental Technician responsible for the Darwin Dental Laboratory.

(c) Radiographers – CT scanner allowance

An employee performing the duties of Radiographer Grade 1, and who is both certified as being proficient to use a CT scanner by the CEO, and required to operate the scanner from time to time.

8.2 Leading hands

An employee holding the position of Physical Level 2 who is appointed as a leading hand will be paid an all-purpose allowance at the rates specified in Part B of Schedule 11.

8.3 Special rates

In addition to the rates prescribed in this part of this Schedule the following special rates will be paid:

(a) Window cleaning

A cleaner employed on a window cleaning on the outside of multi-storied buildings from scaffolds or similar devices will be paid an allowance at the rate specified in Schedule 11 or part thereof whilst so employed.

(b) High cleaning

An employee other than a cleaner to whom an allowance prescribed in clause 8.3(a) is payable, who cleans at a height of nine metres above the nearest horizontal plane, will whilst so employed be paid at the rate specified in Schedule 11 and for each additional nine metres or part thereof an additional allowance at the rate specified in Schedule 11.

(c) Cleaning grease traps

An employee required to clean grease traps will be paid an allowance at the rate specified in Schedule 11 or part thereof whilst so employed.

(d) Confined spaces

An employee required to clean and/or scrape behind stoves will be paid an allowance at the rate specified in Schedule 11 or part thereof whilst so employed.

(e) Orderly – ambulance duty

- (i) An Orderly Physical level 2 will be paid an allowance at the rate specified in Schedule 11 for each day or part thereof on which the orderly is required to drive an ambulance.
- (ii) An Orderly Physical level 2 will, when on ambulance duty, be paid an additional allowance at the rate specified in Schedule 11 per week, if the orderly holds the Certificate of the St John Ambulance Association, or in the opinion of the CEO, has equivalent first aid qualifications or knowledge:
- (iii) Provided that where the orderly holds the voucher of the St John Ambulance Association, the rate of allowance payable will be the higher rate specified in Schedule 11:
- (iv) Provided further that where the orderly holds the Medallion of the St John Ambulance Association, the rate of allowance payable will be the rate specified in Schedule 11.

8.4 Orderly/Hospital assistant – special functions allowance

- (a) An Orderly Physical level 2, Theatre orderly or Hospital assistant – Physical level 2, who, by virtue of on-the-job training and experience, is adjudged by the CEO, to be capable of efficiently performing individual functions in the operating theatre, intensive care unit, E.C.G. or plaster rooms will when called upon to perform such duties, be paid an allowance to raise salary to that prescribed for Orderly Physical level 3.
- (b) This allowance will not be paid to an employee performing the said functions under training conditions.

8.5 Orderly Physical level 2

An employee performing the duties of orderly and who is employed by the agency, and who is required to work in patient contact areas of a security mental health unit at a hospital will be paid an allowance at the rate specified in Schedule 11 for each shift worked in that unit. This allowance will be paid for all purposes of this Schedule.

8.6 Security officer – Use of motor vehicle

A security officer, at level AO2, required to use a motor vehicle will be paid an allowance in addition to salary at the rate specified in Schedule 11.

8.7 Protection of employees

The agency will provide suitable protective clothing (includes mandated protective footwear) or pay an allowance in lieu thereof to an employee whose duties require protective clothing. Rubber gloves and such safety appliances as the agency considers necessary will be available for use.

8.8 Post mortem and dirty body allowances

- (a) An employee performing the duties of post mortem assistant, orderly, clinical photographer may be paid an allowance at the rate specified in Schedule 11 per body, in addition to that employee's normal rate of salary when that employee is required to handle a dead body which has been classified unusually dirty, obnoxious or vermin infested.
- (b) For the purposes of this clause the sole responsibility for determining whether a body is unusually dirty, obnoxious or vermin infested will rest with the Pathologist undertaking the post mortem examination.
- (c) For the purposes of this clause a dead body will include:
 - (i) assisting with normal mortuary duties,
 - (ii) preparing a body for burial,
 - (iii) the conduct of a post mortem,
 - (iv) x-raying or photographing the body; or
 - (v) Conducting any tests upon the body.
- (d) Payment of the allowance to any employee will be made once only in respect of each body.

8.9 Post mortem allowance

- (a) An employee other than one performing the duties of a Post Mortem Assistant, who is required to assist in the preparation of a corpse for post mortem examination, or in the preparation for burial of a corpse after the performance of a post mortem examination, will be paid an allowance at the rate specified in Schedule 11 for each post mortem.
- (b) A Post Mortem Assistant who holds a Diploma in Mortuary Hygiene and Technology awarded by the Royal Institute of Public Health and Hygiene, London, or equivalent qualification recognised by the Commissioner, will be paid an allowance at the rate specified in Schedule 11 per annum.

8.10 Overtime Meal allowance

- (a) Where an employee is required to perform overtime duty in excess of one and a half hours after the usual ceasing time, the employee will be supplied with a meal or meals at the agency's expense or will be paid a meal allowance, in addition to overtime at the rate in clause 52 and set out in Part C of Schedule 11.

- (b) Unless the agency advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the agency will provide that second or subsequent meal (as the case may be) or make payment in its stead in accordance with the provisions of clause 8.10(a).
- (c) If, in pursuance of notice, an employee has provided a meal or meals and the employee is not required to work overtime or is required to work less than the period of overtime stated on the notice, the employee will be paid under the provision of clause 8.10(a) in respect of each meal provided by the employee, which is made surplus by the change in requirements.

8.11 Sonographer skills allowance

- (a) An employee who performs the duties of a Sonographer shall:
 - (i) be employed at no less than the 5th increment of the Professional level 2 designation and will progress through the incremental structure by way of normal conditions; and
 - (ii) be paid a skills allowance as set out in Part B of Schedule 11.
- (b) The allowance will be paid on a fortnightly basis and will count as salary for all purposes.

9. **Hours of Duty – Shiftworkers**

For the purposes of this clause:

- (a) **day shift** means any shift commencing at or after 6.00 am and before 10.00 am.
- (b) **afternoon shift** means any shift commencing at or after 10.00 am and before 8.00 pm.
- (c) **night shift** means any shift commencing at or after 8.00 pm and before 6.00 am.

9.2 The ordinary hours of duty of a shiftworker will not exceed:

- (a) an average of 38 hours per week; or
- (b) 152 hours in 28 consecutive days; and
- (c) will be worked on any day in shifts of eight hours (or as otherwise agreed) which will include a paid meal break of 30 minutes.

Provided that except at the regular changeover of shifts, an employee will not be required to work more than one ordinary duty shift in each 24 hours.

9.3 Afternoon and night shift allowance

- (a) A shiftworker whilst on afternoon or night shift will be paid 15% more than the ordinary rate for such shift.

- (b) An employee who remains on night shift for a longer period than four consecutive weeks will be paid for the whole time during such period on night shift at the rate of 30% more than the ordinary rate.

9.4 Refer to clause 73 for Saturday, Sunday and Public Holiday shiftwork payments.

9.5 Rosters

There will be a roster of shifts which will specify the commencing and finishing times of ordinary working hours of the respective shifts.

10. Change in Rostered Hours of Duty

10.1 Employees will be given a regular starting and ceasing time for each day, which should not be changed unless at least seven days notice is given and no alteration should be made during the currency of the week in which the notice is given:

10.2 provided that where, for reasons other than the sickness or absence of an employee, of which the agency did not have seven days notice, the agency finds it essential to require an employee:

- (a) without at least seven days notice; and
- (b) to perform ordinary duty at other than the rostered hours of duty on any day, payment to that employee will be made at the:
 - (i) appropriate overtime rate for duty performed outside the rostered hours of duty; and
 - (ii) at the usual rate for that portion of the duty which falls within the rostered shift.

10.3 Payment of the penalty rate as prescribed in clause 10.2 will be continued for each change of shift until such time as the employee has received seven days notice of change of shift.

10.4 This penalty rate is in substitution for any other penalty, which would otherwise apply to that portion of the duty, which falls outside the normal rostered shift.

11. Hours of Duty – Day Workers

11.1 Notwithstanding the provisions of clause 10.1:

- (a) The ordinary hours of duty for an employee performing the duties of driver will be performed from Monday to Friday inclusive.
- (b) An employee may be required to cease ordinary duty after 5.30 pm in which case payment will be paid at the rate of time and a half for all ordinary duty worked between the hours of 5.30 pm and 6.30 pm.

11.2 Hours of duty – radiographers and dental assistants

- (a) Notwithstanding the provisions contained in clause 8.11(b) (Hours of Duty – Shiftworkers) or this clause as the case may be, the following hours of work will apply to Radiographers and Dental assistants.

- (b) The ordinary hours of duty of a Radiographer or a Radiographer-in-Training will not on any day on which the employee is wholly employed on work which exposes the employee to continuous irradiation, exceed seven hours.
- (c) An employee performing the duties of Dental Assistant whose ordinary hours of duty are 36.75 per week viz:
 - (i) 6.75 hours per day Monday to Friday from 9.00 am to 4.45 pm; and
 - (ii) three hours on Saturday from 9.00 am to 12.00 noon; or
 - (iii) such other commencing or finishing times (within the limits of 7.30 am and 5.30 pm Monday to Friday and 7.30 am and 1.00 pm on Saturdays) as may be determined by the CEO.

11.3 Radiographer and Sonographers

- (a) Notwithstanding any other clause in this Agreement, the CEO may approve payments under the following provisions to employees employed as Senior Professional level 1 and Senior Professional level 2 Radiographer and Sonographers in the Hospital Medical Imaging unit:

Clause	Provision
Sch 3 cl 14	Restriction Duty (on-call)
Part 8 cl 69	Overtime (Day worker)
Part 8 cl 75	Overtime (shiftwork)

- (b) Approval will only be granted in the following circumstances:
 - (i) the payment of overtime and on-call will be paid at the top of the Professional level 3 salary range;
 - (ii) the overtime and on-call is approved in advance;
 - (iii) the work performed as overtime or while on-call is to provide flexibility to cover any gaps on the roster and to attend medical emergencies; and
 - (iv) there are no Professional level 2 or Professional level 3 staff available for after-hours coverage.

11.4 Kitchen staff – Tennant Creek Hospital

Notwithstanding the provisions of clause 8.11(b) (Hours of Duty – shiftworkers) or this clause as the case may be, the ordinary hours of duty of Catering Assistants and other members of the kitchen staff who are required, disregarding meal breaks, to perform two separate periods of duty on any day, will not exceed 7.5 hours on any day and will be completed on any one day within 12 hours of commencing duty.

12. Allowances Payable on Overtime

12.1 Allowance regarded as salary for the purposes of calculating overtime payments

For the purposes of determining salary for overtime calculations, salary will be calculated by including where applicable the allowances prescribed by the following clauses of this Schedule:

Clause	Allowance
5	Mixed functions allowance
8.1(a)	Proficiency Allowance – Dental Technicians
8.1(b)	Responsibility Allowance – Senior Dental Technician, Darwin dental laboratory
8.2	Leading hand allowances
8.4	Orderly/hospital assistant – special functions allowance
8.6	Security officer (AO2) – Use of motor vehicle
8.11	Sonographer's Skills Allowance

12.2 Rest period

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, who has not had at least 10 consecutive hours off duty between those times, will, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the time off duty.
- (c) Provided that, if on the instruction of the agency, such employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid at double rate until released from duty for that period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.
- (d) The provisions of this clause will apply in the case of shiftworkers who rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shiftworker does not report for duty.



- 12.3 Overtime worked which is subject to the minimum overtime payment provisions of clause 59.8 will not be regarded as overtime for the purposes of this clause where the actual time worked is less than three hours on the recall or on each of the recalls.
- 12.4 This clause will not apply where a shift is worked by arrangement between the employees themselves.
- 12.5 In the case of an employee whose ordinary hours of duty are confined to five days of the week, overtime will be payable:
- (a) For duty on Saturday other than duty performed in accordance with time off in lieu provisions payment will be made at the rate of time and a half for overtime worked Monday to Friday, and at the rate of time and a half for the first three hours and double time thereafter for overtime worked on Saturday.
- 12.6 Crib time
- (a) An employee working overtime will be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues to work after the crib time.
 - (b) Unless the period of overtime is less than two hours an employee, before starting overtime after working their ordinary hours, will be allowed a meal break of 20 minutes which will be paid at ordinary rates.
 - (c) The officer in charge and the employee may agree to any variation of this provision to meet the circumstances of the work in hand but the agency will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

13. **Sunday and Public Holiday Pay**

13.1 General provisions

For the purposes of this clause:

- (a) duty broken by a meal period will not constitute more than one attendance.
- (b) extra payment for Sunday and holiday duty will be granted for the actual time worked on the Sunday or holiday. Provided that:
 - (i) where a shift falls partly on a Sunday or public holiday, the whole shift will be regarded as the Sunday or holiday shift, if the major proportion (i.e. 50% or more) falls on the Sunday or holiday;
 - (ii) where two shifts fall on the one Sunday or public holiday, only one shift will be regarded as the Sunday or holiday shift; and
 - (iii) where overtime commences on a Sunday or public holiday the appropriate rate will continue until the completion of the overtime.
- (c) The period for which the additional payment prescribed by this clause will be paid, will be calculated to the nearest quarter hour of the total amount to be claimed in each fortnightly period.

- (d) The extra rates prescribed in this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 8.11(b) (Hours of Duty – Shiftwork).

14. On call and Standby (Restriction Duty)

14.1 Subject to the prior approval of the Commissioner to the introduction at an establishment of a restrictive situation roster, an employee placed on that roster will be required outside of ordinary hours to be ready to perform extra duty subject to payment in accordance with this clause, in either of the following specified categories of restrictive situations:

- (a) On call

An employee is instructed prior to ceasing duty that he or she is or may be required to attend for extra duty sometime before the next normal time of commencing duty and that the employee is to be contactable and available to return to duty without delay or within a reasonable time of being recalled.

- (b) Standby

An employee is instructed, prior to ceasing duty, that he or she is or may be required to attend for extra duty sometime before the next normal time of commencing duty and that the employee is to remain at home and be available for immediate recall to duty.

14.2 Subject to this clause, the rate of payment made to an employee in the respective categories of restrictive situations will be as follows:

- (a) On call – the night rate or day/night rate (whichever is applicable) as specified in Part C of Schedule 11;

- (b) Standby – half the employee’s ordinary rate of pay for the proportion of the period of standing by calculated as follows:

- (i) three quarters of that part of the period of restriction which occurs on any day within the first 14 hours after the employee’s normal commencing time of ordinary duty, or after the time at which the employee last commenced ordinary duty, whichever is the later; and
- (ii) one quarter of any period of restriction occurring in any 24 hours period outside the 14 hours referred to in clause 14.2(b)(i).

14.3 Provided that, any part of a period of restriction in respect of which the employee receives payment under provisions other than those in this clause; e.g. overtime or excess travelling time, will not be included in the period of restriction for purposes of calculating standby payments under this clause.

14.4 No payment will be made to an employee under this clause for a period of restriction in respect of any part of which the employee does not adhere to the required degree of readiness or does not observe the instructions of the CEO as to restrictions outside ordinary hours of duty.

14.5 Payment for standby will be subject to the following conditions:

- (a) payment will be calculated to the nearest quarter hour of the total period of restriction to be paid for in each fortnightly period;
- (b) the maximum hourly rate of pay will be calculated on the maximum rate of pay prescribed in Public Sector Employment and Management By-law 38.
- (c) Where an employee is required to attend to perform overtime or holiday ordinary duty, the payment for such attendance will be subject to the minimum payment provisions contained in either clause 12 (Overtime) or clause 13 (Sunday and Public Holiday Pay) as the case requires.

15. Tea Breaks

Employees will be allowed at times suitable to the agency, two 15 minute breaks per day. The period of such breaks will be regarded for all purposes as time on duty and employees will not be at liberty to leave the workplace.

16. Conditions of Advancement

The following conditions of advancement apply to an eligible employee (classifications referred to are local titles):

16.1 Dental assistant

- (a) For those employees placed in Technical Level 1 the following advancement criteria and barriers apply:
 - (i) An employee engaged to work as a Dental Assistant who has five or more years recognised experience as a Dental Assistant, will advance automatically to the third salary point of Technical Level 1.
 - (ii) An employee engaged to work as a Dental Assistant who possesses a Dental Assistants' Association of Australia Certificate of proficiency or an equivalent qualification, and who has two or more years recognised post-qualification experience as a Dental Assistant, will advance automatically to the fifth salary point of Technical Level 1.
- (b) For the purpose of this clause, a Dental Assistant in the employ of the Department of Health and Families as at 14 March 1991, who was subsequently awarded a Dental Assistants' Association of Australia Certificate of Proficiency or an equivalent qualification prior to 31 December 1992, is deemed to have the equivalent of two or more years recognised post-qualification experience as a Dental Assistant if they have at least five years recognised pre-qualification.
- (c) Notwithstanding anything contained elsewhere in this clause, an employee engaged to work as a Dental Assistant will not progress beyond the fifth salary point of Technical Level 1, unless they possess the Dental Assistants Association of Australia Certificate of Proficiency, or an equivalent qualification.
 - (i) **approved experience** means such experience in the dental industry as is recognised by the Commissioner or a delegate for this purpose.
 - (ii) **an equivalent qualification** means such a qualification as is recognised by the Commissioner or a delegate for this purpose.

Schedule 4 General Employees – United Workers Union Provisions

1. Application

- 1.1 Subject to clause 1.2, the provisions of this Schedule apply to employees who are members of, or are eligible to become members of United Workers Union, who are employed in the classification of Physical level 1 to Physical level 9.
- 1.2 Persons to whom Schedule 2 (Construction and Maintenance Employees' Provisions) or Schedule 3 (Department of Health Employees – United Workers Union Provisions) apply, are excluded from coverage under this Schedule.

Note: For historical purposes, this Schedule in predecessor enterprise agreements related to the, now repealed, General Employees (NTPS) Miscellaneous Workers Union Award 2001 [AP811838].

2. Apprentices

- 2.1 An apprentice employed in a classification under this Schedule will receive the rate of pay prescribed under relevant legislation or otherwise in accordance with Schedule 11 for the trade in which the apprentice is apprenticed according to the year of the apprentice's apprenticeship. An apprentice will also be accorded the general conditions of this Schedule.
- 2.2 An apprentice shall be paid not less than the adult minimum wage determined by the Commissioner.

3. Mixed Functions

- 3.1 Every employee will be liable to be called upon to temporarily perform the duties of another designation provided they are competent to perform such duties.
- 3.2 An employee required to perform on any one day, work to which differential rates are applicable will be paid in respect of the whole time during which the employee works on that day, at the highest rate fixed in respect of any such classes of work.
- 3.3 An employee temporarily transferred to a class of work for which a lower rate is paid, will not suffer any reduction in salary.

4. Allowances

4.1 Leading hands

An employee who is required to perform the duties of leading hand will be paid an all-purpose allowance at the rates specified in Schedule 11.

4.2 Special allowances

In addition to the rates of pay prescribed in Schedule 11, the following special allowances will be paid; provided that these allowances will not count as salary or

wages for any other purpose and will not be paid during any period of leave (unless stated), either with or without pay.

(a) Window cleaning

A cleaner employed on window cleaning on the outside of the multi-storey buildings from scaffolds or similar devices will be paid an allowance at the rate specified in Schedule 11.

(b) High cleaning

An employee other than a cleaner to whom an allowance prescribed in clause 4.2(a) is payable, who cleans at a height of nine metres above the nearest horizontal plane, will whilst so employed be paid at the rate specified in Schedule 11 and for each additional nine metres or part thereof an additional allowance at the rate specified in Schedule 11.

(c) Cleaning grease traps

An employee required to clean grease traps will be paid an allowance at the rate specified in Schedule 11.

(d) Confined spaces

An employee required to clean and/or scrape behind stoves will, whilst so employed, be paid an allowance at the rate specified in Schedule 11.

(e) Government House allowance

An employee who was employed at Government House on the day prior to the commencement of this Agreement will be paid an allowance at the rate specified in Schedule 11. This allowance will be paid for all purposes of the Schedule.

(f) Dirty work

An employee who is employed on work which is agreed as being of an unusually dirty or offensive nature will be paid at the rate specified in Schedule 11.

(g) Intermittent driving duty

An employee required to undertake driving duty may be paid an allowance to raise their salary to the minimum salary payable to the Physical level 2 designation.

(h) Toilet cleaning

Cleaners employed in the cleaning of lavatories in institutions for minors for the major portion of a day or shift will be paid an allowance at the rate specified in Schedule 11 in addition to the salary rate prescribed in Schedule 11.

(i) Security officer

A security officer required to operate a tell-tale clock and/or use a motor vehicle will be paid an allowance in addition to salary at the rate specified in Schedule

11. An employee in receipt of this allowance will not be eligible for an allowance under clause 4.2(g).

(j) Toxic substances

An employee will be paid an allowance at the rate specified in Schedule 11 per week for handling toxic substances where that employee is required to handle toxic substances in the normal course of carrying out duties.

4.3 Janitor's duties

- (a) A janitor who lives on agency premises will be required to perform a security check on all external doors and windows on Monday to Friday inclusive where the premises have been in use. The first hour of the security check will be unpaid and any additional time will be paid as time worked, provided that where such check is completed in less than one hour the janitor will be released from duty.
- (b) A janitor who lives on agency premises may also be required to perform overtime and security checks that have customarily been performed.
- (c) In recognition of the above duties a janitor will be paid an allowance equal to accommodation and utilities including gas and/or electricity and water where such arrangements are not provided by the employer.

4.4 Allowance for protective clothing

- (a) Where the employer requires a member to wear protective clothing the employer must pay an allowance to the member equivalent to the cost of reimbursement of the cost of purchasing such clothing. The provisions of this clause do not apply where protective clothing is provided by the employer.
- (b) All equipment and protective clothing provided by the agency will remain the property of the agency and will be accounted for by each employee when so required. When any item has become so worn that it is no longer adequate for its purpose, it will be replaced by the agency without charge to the employee but any item which is lost or damaged through the negligence of the employee will be replaced at the expense of the employee.
- (c) The cost of any article not returned to the agency by an employee on termination may be recovered from any monies owing to that employee.

5. **Hours of Duty – Special Provisions**

5.1 Crib time

- (a) An employee working overtime will be allowed a crib time of 20 minutes, without deduction of pay, after each four hours of overtime worked if the employee continues to work after the crib time.
- (b) Unless the period of overtime is less than two hours an employee, before starting overtime after working their ordinary hours, will be allowed a meal break of 20 minutes which will be paid at ordinary rates. The officer in charge and the employee may agree to any variation of this provision to meet the



circumstances of the work in hand but the agency will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

6. General Conditions of Service

Employees to whom this Schedule applies will be subject to the provisions of the following clauses of Schedule 3 (Department of Health Employees – United Workers Union Provisions).

Clause	Subject Matter
7	Payment of Salary
8.10	Meal allowance
8.11(b)	Hours of Duty – Shiftworkers
10	Change in rostered Hours of Duty
11	Hours of Duty – Day Workers
12	Overtime
13	Sunday and Public Holiday Pay
14	On Call and Standby
15	Tea Breaks

7. Work Level Standards

7.1 General Services Employee

- (a) Physical level 1
 - (i) A person at this level:
 - A. will be a new employee without previous experience in the range of duties pertaining to the occupation. The employee will perform a range of duties whilst undergoing training; and:
 - B. works under direct supervision either individually or in a team environment using established routines, methods and procedures;
 - C. exercises minimal judgement in deciding how tasks are to be performed.
 - (ii) This level will be used for training for employees being graded to level 2 and level 3 positions.
- (b) Physical level 2
 - (i) A person at this level:

- A. works either individually or in a team environment under general supervision;
- B. performs a variety of manual tasks and/or operates plant, equipment and vehicles requiring more than a basic level of skill;
- C. exercises judgement in deciding how tasks are to be performed;
- D. exercises good communication and interpersonal skills where routine client liaison applies;
- E. may be expected to assist in the familiarisation of other staff with the typical duties required of their position.

(ii) Qualifications:

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

- A. carry out routine labouring tasks, for example digging, weeding, planting seedlings, sowing lawns, as well as carry out tasks such as propagating and budding plants and assist with the maintenance of glasshouse collections, identifying less common plant pests and diseases, assist in the development of and implement appropriate watering and fertilising programs;
- B. operate vehicles and machinery, for example a tractor with attachments to perform tasks such as mowing and clearing fire breaks;
- C. operate and maintain equipment such as grass cutting equipment and rotary hoes; undertake minor repairs including the replacement of damaged mower blades and base plates;
- D. carry out minor repairs and maintenance to buildings and grounds, including:
- E. minor repairs to boundary fences;
- F. erection of plaques and maintenance to monumental walls;
- G. assisting in the movement of furniture and machines;
- H. patrol and watch premises and sites to guard them against theft and fire; prepare basic written reports, for example security incident reports;
- I. perform maintenance work on buildings and surroundings of a 'handyman' nature and undertake duties of a general nature such as:

- J. cleaning duties during school hours;
- K. placing rubbish bins around the premises and ensuring they are emptied as required;
- L. liaise with and generally monitor the work of outside contractors and report defects (this does not include the evaluation of technical or other standards nor supervision of technical aspects of the work);
- M. secure the school premises;
- N. receive, unpack and distribute stores and undertake minor purchasing and collection of stores;
- O. perform cleaning functions;
- P. provide a tea beverage service;
- Q. prepare, process and package food commodities.

(iv) Multi-skilling/flexibility:

- A. A person at this level will perform duties incidental or peripheral to their main duties, including undertaking tasks and/or operating machinery within their work area, which duties are generally performed by persons at this level and for which they have been trained and/or are capable of performing.
- B. For the purposes of this provision, a work area will mean a distinct service area such as the laundry, kitchen, grounds etc. Janitors performing duties at this level are not expected to be specialised in all duties as would be the case of single designations in distinct service areas.

(v) Training:

Advancement to a higher level will be subject to:

- A. satisfactory completion of training/competency assessment; and
- B. a vacant job being available and the normal selection process.

(c) Physical level 3

(i) A person at this level:

- A. works under general supervision either individually or in a team environment, performing a variety of tasks which require knowledge of standards, practices and procedures and skills obtained through considerable training and experience; or



- B. performs tasks requiring some level of technical or specialised knowledge or skill; or
- C. operates vehicles/plant requiring skills obtained through considerable training and experience; or
- D. under limited supervision, oversees staff engaged on a variety of tasks. This will include the assignment and quality control of work;
- E. exercises judgement in deciding how tasks are to be performed;
- F. exercises communication and interpersonal skills where client liaison and supervisory responsibilities apply;
- G. may be expected to oversight the work of subordinates;
- H. may be expected to assist in the familiarisation of other staff with the typical duties required of their position;
- I. may be expected to oversight the work of persons undergoing the on-the-job component of their training as per level 1;
- J. exercises good communication and interpersonal skills generally.

(ii) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

- A. oversee and direct the daily operations of cleaning staff across a range of facilities; control the issue of materials and equipment and assist with the general planning and organisation of work;
- B. oversee and direct catering staff performing the duties associated with level 2.
- C. prepare, cook and serve foodstuffs, requisition, issue and control cooking ingredients and materials. A person performing these tasks at this level will not possess a relevant trade certificate or an equivalent recognised qualification however, upon attaining same, will be advanced to level 4;
- D. oversee the general security operations and supervise security staff including performing basic report writing and implementing security procedures;

- E. oversee all aspects of grounds and gardens maintenance within the precincts of Government House or Bullocky Point Museum including supervising other grounds staff;
- F. perform maintenance work on buildings and surroundings of a 'handyman' nature and undertake duties of a general nature such as:
- G. cleaning duties during school hours;
- H. placing rubbish bins around the premises and ensuring they are emptied as required;
- I. liaise with and generally monitor the work of outside contractors and report defects (this does not include the evaluation of technical or other standards nor supervision of technical aspects of the work); secure the school premises; receive, unpack and distribute stores and undertake minor purchasing and collection of stores;
- J. a person who performs these duties and who holds a relevant trade and/or other recognised equivalent qualification and who as part of the employee's overall duties utilises those qualifications and/or skills from time to time will be placed at this level.

(iv) Multi-skilling/flexibility:

This level includes persons who are trained for and/or are capable of performing the tasks associated with all level 2 positions in three separate recognised work areas and are designated by the employer to be a 'multi-skilled' person for the purposes of this provision. An employee who has been promoted to this level, can be required to work in any of the positions for which they are trained and/or are capable of performing at the employer's discretion.

(v) Training:

Advancement to the next level will be subject to:

- A. satisfactory completion of training/competency assessment; and
- B. a vacant job being available and the normal selection process.

(d) Physical level 4

(i) A person at this level:

- A. works under general supervision either individually or in a team environment, performing trade work and holding trade or other recognised equivalent qualification; or

- B. under limited supervision, supervises numbers of staff engaged on a variety of manual tasks/activities or a number of work teams.
- C. exercises independent judgement in deciding how tasks are to be performed and have authority to adapt work methods in dealing with non-standard problems;
- D. may be expected to familiarise other staff with the typical duties required of their position;
- E. applies quality control techniques to their work and the work of other staff;
- F. assists in the development of, and implement training programs;
- G. exercises good communication and interpersonal skills.

(ii) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

- A. perform trade work or work requiring an equivalent level of skills and knowledge; e.g. cook. A person performing these tasks at this level will possess a trade certificate or an equivalent recognised qualification;
- B. a supervisor at this level will also undertake at least three of the following as part of their duties:
- C. purchasing and stock control;
- D. rostering;
- E. maintaining attendance records;
- F. compiling production and assessment reports;
- G. budget control;
- H. other duties consistent with this level.

(iv) Training:

Advancement to the next level will be subject to:

- A. satisfactory completion of training/competency assessment; and
- B. a vacant job being available and the normal selection process.

- (e) Physical level 5
- (i) A person at this level will:
- A. supervise, plan and coordinate work teams or control the operations of an organisational element of a program which undertakes predominantly a variety of manual tasks;
 - B. a person in a supervisory role at this level could be expected to exercise initiative and judgement in solving day to day operational problems including:
 - C. estimating and ordering;
 - D. work priorities;
 - E. staffing control and training;
 - F. maintenance of records and basic reporting;
 - G. application of quality standards, occupational health/safety; and equal opportunity programs to work areas;
 - H. development of training programs;
 - I. exercise initiative and judgement above that undertaken at the general trade level;
 - J. understands and implements quality control techniques.
- (ii) Qualifications
- Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (iii) Typical duties whilst engaged at this level:
- A. Supervise/oversee staff performing a variety of activities; e.g.:
 - B. Head cook, oversee staff engaged in the preparation/serving/distribution of food; organise and coordinate the activities of staff employed in the kitchen of an institution.
- (iv) Training:
- Advancement to a higher level will be subject to:
- A. Satisfactory completion of training/competency assessment; and
 - B. a vacant job being available and the normal selection process.
- (f) Physical level 6



(i) A person at this level takes charge of an occupational group of staff engaged in a wide range of activities normally within a work stream and is responsible for a range of functions including:

- A. implementation of quality control, training and/or teaching, staff recruitment, estimation of costs, preparation of orders, and setting of and review of procedures;
- B. exercises a high degree of initiative and judgement on solving day to day problems including:
 - co-ordination of resources;
 - staff training and/or teaching;
 - work priorities;
 - oversee safety matters;
 - development of training programs;
 - estimating and ordering;
 - oversee records maintenance and preparation of minor reports.

(ii) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

Perform cooking duties requiring a high level of skill including providing food for VIP guests and preparing menus and ordering foodstuffs and materials associated therewith.

(iv) Training:

Advancement to a higher level will be subject to:

- A. satisfactory completion of training/competency assessment; and
- B. a vacant job being available and the normal selection process.

(g) Physical level 7

(i) A person at this level:

- A. exercises direct and indirect control over a large group of staff, including subordinate supervisors, undertaking a varied range of work;



B. exercises a high degree of initiative, judgement and flexibility in solving complex problems including:

- coordination of resources;
- oversight of training;
- estimation of costs;
- arranging recruitment;
- oversight safety matters; and
- review work methods and oversee quality control.

(ii) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

Control staff comprising supervised work teams in the day-to-day operations of Government House including:

- A. determine priorities for jobs on the work program;
- B. determine resource requirements to implement the work program;
- C. provide technical guidance as necessary;
- D. play an active role in training for the work teams;
- E. monitor program expenditure; and
- F. research, prepare and present complex reports.

(iv) Training:

Advancement to a higher level will be subject to:

- A. satisfactory completion of training/competency assessment; and
- B. a vacant job being available and the normal selection process.

Schedule 5 Professional (P1) Engineer Provisions

1. Application

The provisions of this Schedule apply to employees who are members of, or are eligible to become members of, the Association of Professional Engineers, Scientists and Managers Australia, and who are employed in the Professional 1 classification.

Note: For historical purposes, this Schedule in predecessor enterprise agreements related to the, now repealed, Professional Engineers (NTPS) Award 2001 [AP807116].

2. Salary Rates

2.1 Professional 1

- (a) Eligible employees will be paid at a minimum the first salary point of the Professional 1 designation per annum if they qualify for admission or have been admitted to:
- (i) a degree of an Australian University; or
 - (ii) an equivalent qualification that was of a standard at least equal to the standard of a degree awarded by an Australian University; or
 - (iii) an award of an overseas educational institution, being an award which, in the opinion of the Commissioner, was at least equal in standard to the qualifications specified in clauses 2.1(a)(i) and 2.1(a)(ii) above; which degree or award was recognised by the Commissioner as appropriate to the duties of the classification and the minimum period of full-time study for which was three years.
- (b) Eligible employees will be paid a minimum the second salary point of the Professional 1 designation per annum if they had qualified for admission or been admitted to:
- (i) a degree in engineering of an Australian University recognised by the Institution of Engineers, Australia; or
 - (ii) an equivalent qualification that was recognised by the Institution of Engineers, Australia as attaining a standard at least equal standard of a degree in engineering conferred by an Australian University; or
 - (iii) an award of an overseas educational institution, being an award which, in the opinion of the Commissioner, was at least equal in standard to the qualifications specified in clauses 2.1(b)(i) and 2.1(b)(ii) above; which degree or award was recognised by the Commissioner as appropriate to the duties of the classification and the minimum period of full-time study for which was four or five years.

Schedule 6 Transport Workers' Union Provisions

1. Application

- 1.1 Subject to clause 1.2, the provisions of this Schedule apply to all employees who are members of, or are eligible to become members of the Transport Workers' Union of Australia, and who are employed in the classifications of Physical level 1 to Physical level 9.

Note: For historical purposes, this Schedule in predecessor enterprise agreements related to the, now repealed, Transport Workers' (NTPS) Award 2002 [AP818813].

- 1.2 The provisions of this Schedule do not apply to employees in the classifications of Physical Levels 1 to 9 who are employed in the Department of Health, the Department of Education, or Territory Families.

2. Classification Level

The criteria for determining the appropriate level of a Physical grade job are contained in the definitions in clause 7 (Work Level Standards – Transport).

3. General Conditions

Employees shall be subject to the provisions of the following clauses of Schedule 2 – Construction and Maintenance Employees' Provisions:

Clause	Subject Matter
4	Fares and travelling expenses on engagement and on termination of employment – fixed period employees
5	Mixed functions – change in classification
6	Payment of wages
7.1	Leading hands
7.2	Supply of tools and tool allowance
7.3	Special rates
7.4	Allowance for protective clothing
7.5	Accommodation – camping
7.7	First aid allowance
8	Hours of work – averaging hours arrangements
9	Rest Period
9.5 & 10	On call and call back allowance
11	Sunday and holiday work
14	Travelling time between jobs

4. Drawing Trailer Allowance

The following allowance shall apply where an employee is operating a vehicle drawing a trailer:

- (a) for loaded single axle trailer at the rate specified in Schedule 11 per day extra;
- (b) for an empty single axle trailer at the rate specified in Schedule 11 per day extra;
- (c) for any other loaded trailer at the rate specified in Schedule 11 per day extra;
or
- (d) for any other empty trailer at the rate specified in Schedule 11 per day extra;

provided that not more than one trailer shall be drawn at any one time.

5. Split Shifts

5.1 **Split shift** means a shift where two periods of work separated by a non-working period is worked on any one day.

5.2 The two periods of work combined for ordinary hours of work will not exceed eight hours.

5.3 The maximum spread of hours over which a split shift may be worked shall not exceed 12 excepting in those circumstances set out in clause 6.9(d).

5.4 Payment for time worked on split shifts shall be in accordance with clause 6.9 (Shiftwork).

5.5 This clause shall only apply to persons employed as a Driver.

6. Shiftwork

6.1 The ordinary hours of shiftwork shall average 38 per week including such time as by mutual agreement may be taken for meals and shall not exceed 152 hours in 28 consecutive days. A paid meal break shall not be provided for an employee during the working of a split shift and therefore time taken for meals between split shifts will not count for inclusion in the average hours of 38 per week.

6.2 Employees may be required to work split shifts provided that all duty performed on any day after eight hours has been worked, shall be paid for in accordance with clause 6.9. For the purpose of calculating time worked, a non-working period separating periods of a split shift shall not be included.

6.3 There shall be a roster of shifts which shall:

- (a) provide for rotation unless all the employees desire otherwise;
- (b) provide for not more than eight shifts to be worked in any nine consecutive days; and

- (c) not be changed until after four weeks notice, provided that an employee's place on each roster shall not be changed except on one week's notice of such change or payment of penalty rates;
 - (d) so far as employees present themselves for work in accordance with this clause shifts shall be worked according to the roster.
- 6.4 Double time shall be paid for work done by a shiftworker, excluding an employee on split shifts, outside the employee's ordinary hours of duty for the shift. Provided that this shall not apply to private arrangements regarding the working of shifts other than in accordance with the roster made between employees or in cases due to rotation of shift or when the relief does not come on duty at the proper time. For all time of duty after the employee has finished their ordinary shift such unrelieved employees shall be paid time and a half for the first eight hours and double time thereafter.
- 6.5 For all time worked on afternoon or night shifts (other than on Saturdays, Sundays or public holidays) employees, except those on split shifts, shall be paid 15% more than their ordinary rates.
- 6.6 A shiftworker, other than an employee on a split shiftwork, who works on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop shall be paid at the rate of time and a half.
- 6.7 Except when employed on split shifts, an employee who:
- (a) during a period of engagement on shiftwork, works night shift only; or
 - (b) remains on night shift for a longer period than four consecutive weeks; or
 - (c) works on night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least 1/3 of the employee's working time off night shift in each cycle,
- shall during such engagement, period or cycle be paid at the rate of single time plus 30% for all time worked during ordinary working hours on such night shifts.
- 6.8 Shift definitions
- (a) **Day shift** means any shift starting at or after 6.00 am and before 10.00 am.
 - (b) **Afternoon shift** means any shift starting at or after 10.00 am and before 8.00 pm.
 - (c) **Night shift** means any shift starting at or after 8.00 pm and before 6.00 am.
- 6.9 An employee on split shifts shall be paid rates as follows:
- (a) For all time worked within a span of nine and a half hours, ordinary time.
 - (b) For all time worked outside a span of nine and a half hours up to 10½ hours, time and a half.
 - (c) For all time worked outside a span of 10½ hours up to 12 hours, double time.

- (d) The span of hours in clauses 6.9(a) to 6.9(c) includes the non-working period between portions of a split shift.
- (e) For work done by an employee on a split shift after eight hours has been worked double time shall be paid. For the purposes of calculating time worked, a non-working period separating periods of a split shift shall not be included. This shall not apply to private arrangements regarding the working of shifts other than in accordance with the roster made between employees or in cases due to rotation of shift or when the relief does not come on duty at the proper time. For all time of duty after the employee has finished their ordinary shift such unrelieved employee shall be paid time and a half for the first eight hours and double time thereafter.
- (f) For work performed between midnight on Friday and midnight on Saturday, an employee working shifts shall be paid at the minimum rate of time and a half. This extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in clauses 6.5 to 6.9 but the provisions of this clause shall not prejudice any right of the employee to obtain, alternatively, any higher rate in respect of that work by virtue of any provision of this Schedule.

7. Work Level Standards – Transport (Drivers)

7.1 Physical Grade Level 1

- (a) A person at this level shall be a new employee without previous experience in the range of duties pertaining to the occupation. The employee shall perform a range of duties whilst undergoing training and:
 - (i) works under direct supervision either individually or in a team environment using established routines, methods and procedures;
 - (ii) exercises minimal judgement in deciding how tasks are to be performed.
- (b) This level shall be used for training for employees being graded to level 2 and level 3 positions.
- (c) An employee appointed to a level 2 position, without previous experience in the range of duties pertaining to the occupation, shall be paid at the rate of the first salary point of level 1 for a period of six months continuous service and then at the rate of the second salary point of level 1 for the second six months. Upon completion of this 12 monthly period they shall be paid at the rate of the first salary point of level 2.
- (d) An employee appointed to a level 3 position, without previous experience in the range of duties pertaining to the occupation, shall be paid at the rate of the third salary point of level 1 for a period of six months continuous service and then at the rate of the fourth salary point of level 1 for the second six months. Upon completion of this 12 monthly period they shall be paid at the rate of the first salary point of level 3.

7.2 Physical Grade Level 2

- (a) A person at this level:
- (i) works either individually or in a team environment under general supervision;
 - (ii) performs a variety of manual tasks and/or operates plant, equipment and vehicles requiring more than a basic level of skill;
 - (iii) exercises judgement in deciding how tasks are to be performed;
 - (iv) exercises good communication and interpersonal skills where routine client liaison applies;
 - (v) may be expected to assist in the familiarisation of other staff with the typical duties required of their position.
- (b) Qualifications
- Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (c) Typical duties
- In addition to duties performed at Level 1:
- (i) licensed operation of vehicles/machinery; eg:
 - A. drive vehicles to transport passengers (less than 30 persons) and/or deliver messages;
 - B. drive a rigid vehicle with a carrying capacity less than or equal to 8 tonnes; and
 - C. operate a forklift.
 - (ii) perform minor servicing of vehicles and equipment; e.g. maintain vehicle oil and coolant levels;
 - (iii) maintain worksheets and logbooks detailing vehicle movements;
 - (iv) stow and secure loads;
 - (v) operate basic machinery/equipment; eg:
 - A. drive vehicles between various locations;
 - B. operate air driven equipment to refit tyres and tubes for vehicles and plant; and
 - C. use manually powered mechanical aids; eg trolleys, jacks.
 - (vi) read instruments or gauges which require no adjustment or calculation for their operation;

- (vii) operate a two-way radio;
 - (viii) clean vehicles and operate fuel dispensers;
 - (ix) maintain simple records;
 - (x) maintain work area in a clean and safe condition.
- (d) Training
- Advancement to a higher level will be subject to:
- (i) satisfactory completion of a competency assessment applicable to the higher level;
 - (ii) the normal merit-based promotion processes; and
 - (iii) a vacant job being available.

7.3 Physical Grade Level 3

- (a) In addition to peripheral duties normally performed at lower levels, a person at this level:
- (i) operates vehicles requiring skills obtained through considerable training and experience;
 - (ii) exercises judgement in deciding how tasks are to be performed;
 - (iii) exercises good communication and interpersonal skills;
 - (iv) oversees the work of persons undergoing the on-the-job component of their training.
- (b) Qualifications/training
- Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (c) Typical duties
- (i) Licensed operation of vehicles/machinery; eg:
 - A. operate vehicles to transport passengers (greater than 30 persons);
 - B. drive a rigid vehicle with a carrying capacity in excess of 8 tonnes;
 - C. drive an articulated vehicle with a carrying capacity less than or equal to 20 tonnes;
 - D. drive a double articulated vehicle with a carrying capacity less than or equal to 16 tonnes;



- E. drive a machinery float with a carrying capacity less than or equal to 16 tonnes.
 - (ii) undertake servicing and minor repairs of vehicles and equipment.
- (d) Training

Advancement to a higher level will be subject to:

 - (i) satisfactory completion of competency assessment applicable to the higher level;
 - (ii) the normal merit-based promotion processes; and
 - (iii) a vacant job being available.

7.4 Physical Grade Level 4

- (a) A person at this level:
 - (i) under general supervision, operates vehicles/equipment requiring a high level of operational skill;
 - (ii) exercises independent judgement in deciding how tasks are to be performed and have authority to adapt work methods in dealing with non-standard problems;
 - (iii) applies quality control techniques to their work and the work of other staff;
 - (iv) exercises good communication and interpersonal skills.
- (b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (c) Typical duties
 - (i) licensed operation of vehicles/machinery requiring a high level of operational skill; e.g.
 - A. drive an articulated vehicle with a carrying capacity in excess of 20 tonnes;
 - B. drive a double articulated vehicle with a carrying capacity in excess of 16 tonnes; and
 - C. drive a machinery float with a carrying capacity in excess of 16 tonnes.
 - (ii) exercise independent judgement in deciding how tasks are to be performed and have authority to adapt work methods in dealing with non-standard problems;

(iii) apply quality control techniques to their work and the work of other staff;

(iv) exercise good communication and interpersonal skills.

(d) Training

Advancement to a higher level will be subject to:

(i) satisfactory completion of a competency assessment applicable to the higher level;

(ii) the normal merit-based promotion processes; and

(iii) a vacant job being available.



Schedule 7 Drafting Supervisory Technical and Other Employee Provisions

1. Application

The provisions of this Schedule apply to employees who are members of, or are eligible to become members of, the Australian Manufacturing Workers Union, and who are employed in any of the following classifications:

- (a) Technical 1 to Technical 6;
- (b) Physical 7 to Physical 9;
- (c) Professional 1 to Professional 3; and
- (d) Senior Professional 1 to Senior Professional 2.

Note: For historical purposes, this Schedule in predecessor enterprise agreements related to the, now repealed, Drafting, Supervisory, Technical and Other Employees (NTPS) Award 2002 [AP818680].

2. Trainee Technical Employees Rates of Pay

2.1 Trainee Technical employees

- (a) A Trainee Technical employee shall be paid in accordance with the table below.
- (b) Such percentage shall be calculated on the "on commencement" salary payable to Technical level 2 employees.

Years of training	Percentage of salary %
1 st	87
2 nd	91
3 rd	96

3. Hours of Duty – Day workers

- 3.1 The ordinary hours of duty shall be 36.75 per week, namely 6.75 hours per day, worked within the span of hours of Monday to Friday from 6.00 am to 6.00 pm, and three hours on Saturday from 9.00 am to 12.00 noon, or such other commencing or finishing times (within the limits of 6.00 am and 6.00 pm Monday to Friday and 7.30 am and 1.00 pm on Saturday) as may be determined by the Commissioner.
- 3.2 Notwithstanding the provisions of this clause the hours of duty may be fixed at 38 per week by the Commissioner.

4. Shiftwork Penalty Payments

In addition to an employee's ordinary salary for the shift, a shiftworker will be paid shiftwork payments as follows:

- (a) Ordinary duty performed on a shift, any part of which falls between 6.00 pm and 6.30 am – 15%.
- (b) Ordinary hours worked continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6.00 pm and 8.00 am – 30%.
- (c) For Saturday, Sunday and Public Holiday shiftwork payments see clause 73.1.

5. Technical Designations

5.1 Technical Level 1

- (a) Drafting Assistant Grade 1
- (b) Drafting Assistant Grade 2
- (c) Graphic Design Assistant Grade 1
- (d) Graphic Design Assistant Grade 2
- (e) Technical Assistant Grade 1
- (f) Technical Assistant Grade 2

5.2 Technical Level 2

- (a) Draftsperson Grade 1
- (b) Building Supervisor Grade 1
- (c) Graphic Designer Grade 1
- (d) Medical Engineering Technician
- (e) Technical Officer Grade 1
- (f) Technical Officer (Science) Grade 1
- (g) Trades Repairs Officer

5.3 Technical Level 3

- (a) Draftsperson Grade 2
- (b) Senior Draftsperson
- (c) Building Inspector
- (d) Senior Building Inspector
- (e) Building Supervisor Grade 2
- (f) Building Supervisor Grade 3
- (g) Graphic Designer Grade 2
- (h) Graphic Designer Grade 3



- (i) Maintenance Officer
 - (j) Senior Medical Engineering Technician
 - (k) Plant Inspector
 - (l) Senior Plant Inspector
 - (m) Plumbing Inspector
 - (n) Senior Plumbing Inspector
 - (o) Technical Officer Grade 2
 - (p) Senior Technical Officer Grade 1
 - (q) Technical Officer (Science) Grade 2
 - (r) Senior Technical Officer (Science) Grade 1
 - (s) Works Supervisor
 - (t) Senior Works Supervisor
 - (u) Workshop Supervisor (Mechanical Aids) Grade 1
 - (v) Workshop Supervisor (Mechanical Aids) Grade 2
- 5.4 Technical Level 4
- (a) Supervising Draftsperson
 - (b) Building Supervisor Grade 4
 - (c) Building Supervisor Grade 5
 - (d) Senior Technical Officer Grade 2
 - (e) Senior Technical Officer (Science) Grade 1
- 5.5 Technical Level 5
- (a) Chief Draftsperson Grade 1
 - (b) Senior Technical Officer Grade 3
 - (c) Principal Technical Officer Grade 1
 - (d) Principal Technical Officer Grade 2
 - (e) Chief Technical Officer Grade 1
 - (f) Chief Technical Officer Grade 2
- 5.6 Technical Level 6
- (a) Chief Draftsperson Grade 2



- (b) Chief Draftsperson Grade 3
- (c) Chief Technical Officer Grade 3

6. Physical Designations

6.1 Physical Level 7

Foreperson (Metal Trades) Grade D

6.2 Physical Level 8

- (a) Foreperson Mechanical (Motor Repairs) Grade 1
- (b) Foreperson Mechanical (Motor Repairs) Grade 2
- (c) Foreperson (Metal Trades) Grade C

6.3 Physical Level 9

- (a) Foreperson (Metal Trades) Grade B
- (b) Foreperson (Metal Trades) Grade A

7. Professional Designations

7.1 Professional Level 1

- (a) Architect Class 1
- (b) Engineer Class 1
- (c) Land Surveyor Class 1
- (d) Land Surveyor Class 2
- (e) Quantity Surveyor Class 1

7.2 Professional Level 2

- (a) Architect Class 2
- (b) Architect Class 3
- (c) Engineer Class 2
- (d) Engineer Class 3
- (e) Land Surveyor Class 1
- (f) Land Surveyor Class 2
- (g) Quantity Surveyor Class 2
- (h) Quantity Surveyor Class 3

7.3 Professional Level 3



- (a) Architect Class 4
 - (b) Engineer Class 4
 - (c) Land Surveyor Class 3
 - (d) Quantity Surveyor Class 4
- 7.4 Senior Professional Level 1
- (a) Architect Class 5
 - (b) Engineer Class 5



Schedule 8 Senior Correctional Officers

1. Application

The provisions of this Schedule apply to Officers who are members of, or are eligible to become members of both the following union and Association:

- (a) Community and Public Sector Union.
- (b) Northern Territory Senior Prison Officers Association.

2. Definitions

For the purposes of this Schedule:

- (a) **Association** means the Northern Territory Senior Prison Officers Association.
- (b) **NTCS** – Correctional Services.
- (c) **NTCS Commissioner** – means the Commissioner for Correctional Services.
- (d) **dependant** includes:
 - (i) an Officer's spouse or de facto partner; and
 - (ii) an Officer's children under the age of 16 years and mainly dependent upon the Officer for support; and
 - (iii) an Officer's children under the age of 18 years attending school and mainly dependent upon the Officer for support; and
 - (iv) any other person recognised as a dependant by the Commissioner.
- (e) **designation** means a specified level or range of salaries assigned in the agency in accordance with this Schedule to an Officer holding a rank of Chief Correctional Officer, Chief Industries Officer, Principal Industries Officer, Deputy Superintendent and Superintendent.
- (f) **eligible Officer** means an employee who was employed under either the Senior Prison Officers Arbitral Determination No. 3 on or before 18 October 1990, or the Prison Officers Arbitral Tribunal Determination No. 10 on or before 25 May 1990.
- (g) **Officer** means an employee in the NTPS holding a designation of Chief Correctional Officer, Chief Industries Officer, Principal Industries Officer, Deputy Superintendent or Superintendent.
- (h) **rest day** means a day on which an Officer is rostered off duty.

3. Career Progression and Qualifications

Career progression for Officers will be as follows:

3.1 Chief Correctional Officers (CCO)

- (a) Minimum qualifications to be promoted to a vacant ongoing Chief Correctional Officer position is a Diploma of Correctional Administration.
- (b) To advance to the second increment point a CCO must have completed 12 months continuous service at the first pay point and have successfully completed a performance management plan.
- (c) To advance to the third increment point a CCO must have obtained a Diploma of Correctional Administration, have completed 12 months continuous service at the second pay point of the CCO and have successfully completed a performance management plan.

3.2 Chief Industries Officers (CIO)

- (a) Minimum qualifications to be promoted to a vacant ongoing Chief Industries Officer position: a Certificate IV in Correctional Practice, a Certificate IV in Frontline Management, a Certificate IV in Training and Assessment and a Certificate III in either Engineering (Mechanical or Electrical), Carpentry, Horticulture, Plumbing, Painting, Bricklaying, Catering or Process Manufacturing.
- (b) To advance to the second increment point a CIO must have completed 12 months continuous service at the first pay point and have successfully completed a performance management plan.
- (c) To advance to the third increment point a CIO must have obtained a Diploma or higher of Management or Project Management, have completed 12 months continuous service at the second pay point of the CIO and have successfully completed a performance management plan.

3.3 Principal Industries Officers (PIO)

- (a) Minimum qualifications to be promoted to a vacant ongoing Principal Industries Officer position: a Certificate IV in Correctional Practice, a Certificate IV in Frontline Management, a Certificate IV in Training and Assessment, Diploma or higher in Management or Project Management and a Certificate III in either Engineering (Mechanical or Electrical), Carpentry, Horticulture, Plumbing, Painting, Bricklaying, Catering or Process Manufacturing.
- (b) To advance to the second increment point a PIO must have completed 12 months continuous service at the first pay point and have successfully completed a performance management plan.
- (c) To advance to the third increment point a PIO must have obtained an Advanced Diploma or higher of Management, have completed 12 months continuous service at the second pay point of the PIO and have successfully completed a performance management plan.

3.4 Deputy Superintendent (DSUP)

- (a) Minimum qualification to be promoted to a vacant ongoing Deputy Superintendent position is an Advanced Diploma of Correctional Administration.
- (b) To advance to the second increment point a DSUP must have completed 12 months continuous service at the first pay point and have successfully completed a performance management plan.
- (c) To advance to the third increment point a DSUP must have obtained an Advanced Diploma of Correctional Administration, have completed 12 months continuous service at the second pay point of the DSUP and have successfully completed a performance management plan.

3.5 Superintendent

- (a) Minimum qualifications to be promoted to a vacant ongoing Superintendent position (non-Executive contract) is an Advanced Diploma of Correctional Administration and a Diploma or higher of Management.
- (b) To advance to the second increment point a Superintendent (non-Executive contract) is to apply Determination Number 4 of 2014 (Pay Progression process for Senior Administration Officers and Senior Professionals in the NTPS).

3.6 Alternative Qualifications

Subject to the approval of the CEO the following may apply to promotional positions:

- (a) A **relevant qualification** may be assessed as being equivalent to a listed qualification in accordance with this clause.
- (b) Where applicants do not possess the minimum qualifications as prescribed for each classification level for ongoing employment, but have a Certificate 4 in Correctional Practice and a **relevant qualification** the applicant may be appointed for a fixed period subject to obtaining the qualification through recognition of prior learning or through obtaining the required qualification.

Note: For existing employees and where the appointment is to a higher level vacancy, they can be placed on higher duties for a reasonable period (e.g. 2 years) to enable achievement of the required qualification.

- (c) **Relevant qualifications** are those at an equivalent level or higher to the minimum qualification for ongoing appointment in management, human resources, governance or leadership. When considering relevant qualifications, the employer will:
 - (i) consider advice from the accredited Registered Training Organisation; and
 - (ii) ensure the applicant has the minimum Certificate in Custodial Services, together with significant demonstrated experience in Custodial Services/Management.

3.7 No employee will be disadvantaged if an unreasonable delay occurs in undertaking an annual performance review due to the actions of NTCS Management.

4. Higher Duties

4.1 In a manner not in conflict with the PSEM Act or a NTCS Commissioner's Directive all ongoing CCO/CIO's will be invited at their annual performance review to indicate their interest in performing work at the DSUP/PIO designation.

4.2 In a manner not in conflict with the PSEM Act or a NTCS Commissioner's Directive all ongoing DSUP/PIO's will be invited at their annual performance review to indicate their interest in performing work at the Superintendent designation.

4.3 Where employees from designations outside of this Agreement undertake a temporary role as a CCO/CIO under this Agreement then a method of selection and temporary appointment that is not in conflict with the PSEM Act or a NTCS Commissioner's Directive will be applied.

4.4 An Officer who performs the duties of a higher classification for 12 months continuously, or for 12 months in broken periods over a 24 month period, and has achieved the qualification requirements of the classification level to increment (where applicable) and successfully completed a performance management plan will be paid an increment in accordance with clause 9.3 (Career Progression and Qualifications).

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

5. Consolidated/Responsibility and Industry Allowance

5.1 Officers shall be paid an allowance equal to 25% of the appropriate rate of salary payable.

5.2 The allowance shall apply to all salary related payments with the exception that it shall not apply in the calculation of overtime.

5.3 The allowance was originally paid in substitution for:

- (a) first aid allowance
- (b) leave loading
- (c) meal allowance
- (d) mileage payments for shiftwork including evening and weekends shifts
- (e) on-call allowance
- (f) penalty payments for shiftwork including Saturdays, Sundays and Public Holidays
- (g) special allowance (leprosy, Tuberculosis, Mental Disabilities)
- (h) travel and overnight allowances at Gunn Point; and
- (i) in recognition of any additional hours worked in accordance with clause 11.3.

6. Hours of Duty

6.1 Officers may be required to work continuous, rotating shift cycles of either eight or 12 hours under clause 6.1(a) and 6.1(b) for which part of the Consolidated Allowance is attributed. However the intent of this Agreement is that the status quo apply and the following clauses be applicable.

(a) Eight Hour Shift Roster Cycle

- (i) The normal hours of duty for Officers shall be 76 hours per fortnight, worked over a minimum of eight shifts per fortnight and a maximum of 10 shifts per fortnight.
- (ii) Rosters shall be posted in a position accessible to all Officers, at least seven days before the day on which the rosters are to commence.
- (iii) An Officer shall, as far as it is practicable, be entitled to a minimum of four and a maximum of six rest days each fortnight (as the case might be) with at least one rest day in each fortnight being a Sunday. Each rest day shall be at least 24 hours off duty.
- (iv) An Officer shall be entitled to a 20 minute paid meal break.

(b) 12 Hour Shift Roster Cycle

- (i) The normal hours of duty of Officers shall not exceed an average of 152 hours over a 28 day cycle of shifts.
- (ii) Commencement times for 12 hour shifts will be 0600 hours, unless otherwise agreed between the parties.
- (iii) An Officer shall be entitled to two 20 minute paid meal breaks.

(c) Where a work event is scheduled outside of normal rostered shift, but within the span of hours, an Officer can request through the Superintendent to have their normal daily rostered times adjusted. Approval will be given depending on the operational requirements at the time having regard to the Officer's regular 38 hour working week and provisions for 2 additional hours each rostered day.

(d) The parties will work to ensure that operations are conducted in such a way to allow Officers to complete their duties within the allocated shift times.

7. Consecutive Shifts

Unless agreed upon by all parties, Officers shall not be rostered to work more than three 12 hour shifts and one 8 hour shift or more than 44 hours in a four day period.

8. Meal Breaks

Where an Officer has completed a rostered shift and is required to continue working without a meal break and such work is in excess of two hours, the Officer shall be supplied with a meal and where practicable be granted a paid meal break of 20 minutes.



9. Part-Time Employment

- 9.1 No Officer who is currently employed on a full-time basis shall be required to convert to part-time employment or transferred without their consent to enable part-time employment.
- 9.2 Prior to implementing new part-time employment arrangements, the Association shall be advised in writing. Such advice shall be given not less than 14 days prior to a final decision being made to implement the part-time arrangement. Provided that lesser notice may be agreed with the Association/Union in a particular instance.
- 9.3 The number of Officers shall not exceed 6% of the number of Officers employed. Further, the number of part-time Officers, in a particular designation at one location shall not exceed 20% or one Officer whichever is greater, unless agreed with the Association. Totals for job sharing arrangements will be separately identified and their inclusion in the quota will be subject to review six months after certification.
- 9.4 The Association shall be advised six monthly of the numbers of part-time Officers within the NTPS by the Commissioner.
- 9.5 A part-time Officer shall be an Officer engaged as a part-time Officer in accordance with the following conditions;
- (a) Part-time Officers shall work regular hours according to a written roster. Temporary changes in hours may be made by agreement in writing between the CEO and the Officer provided that any extra hours worked, in addition to the regular part-time hours set for a settlement period, shall be paid at overtime rates subject to the provisions of clause 11.3 which shall apply on a pro rata basis. For the purposes of this clause a settlement period shall commence from the first change of hours and shall conclude four weeks after that date.
 - (b) Nothing in this clause shall prevent the CEO requiring an Officer to work reasonable overtime.
 - (c) Overtime shall be paid for hours worked beyond the hours provided in clause 9.5(a). Overtime shall also be paid for work performed outside the normal span of hours and the daily maximum hours specified in this Schedule.
 - (d) Part-time arrangements are less than full time hours, with the hours and days to be worked to be agreed by the CEO and the employee.
 - (e) A part-time Officer shall be entitled to all conditions of employment applicable to a full-time Officer as specified in the schedule on a pro rata basis.
 - (f) Entitlement to service increments shall be on the same basis of having worked the same chronological time that entitles a full-time Officer to an increment, regardless of the numbers of hours worked.

10. Public Holidays

Officers shall be entitled to the same public holidays applying in the NTPS as per clause 93.

11. Overtime

- 11.1 The provisions of clause 59.3 (Reasonable request to work / right to refuse to work overtime) shall apply where additional hours are required to be worked.
- 11.2 No overtime worked by an Officer in excess of normal hours shall entitle that Officer to payment of overtime unless excess time was worked at the direction of the CEO.
- 11.3 An Officer may, as required, work up to an additional two hours on a normal rostered day, (06:00hr to 18:00hr continuous with normal duty) to a total of 10 hours per week without receiving payment as overtime provided the work required is within the scope of their duty statement. Overtime worked within the span of hours shall include all work performed within the scope of duties for the Officer's designation; and shall include duties such as:
- (a) attending meetings;
 - (b) training; or
 - (c) duties across the centre, as required.
- 11.4 The agency will not schedule regular meetings, training sessions etc. after an Officer's 1600 hours; however, there will be ad hoc occasions where meetings, training sessions, etc. may be required to finish after 1600 hours.
- 11.5 Except as otherwise provided within this Schedule, an Officer who performs overtime shall be paid at the following rates:
- (a) Monday to Friday and Saturday hours (except as provided in clause 11.5(b): time and one half for the first two hours, double time thereafter.
 - (b) Saturday where overtime is additional to normal duty on that day: double time.
 - (c) Sunday hours: double time.
 - (d) Public Holiday hours: double time and one half.
 - (e) Except as provided in clause 13, overtime shall be computed separately for each day.
- 11.6 Overtime spanning midnight
- (a) Where overtime worked spans midnight and a higher overtime rate applies at the start of the period of overtime, that higher rate will apply for the continuous period of overtime worked.
 - (b) The calculation of overtime payments will recognise overtime hours commenced before and continuing after midnight as one continuous period to determine when an employee is entitled to a higher overtime rate
- 11.7 Subject to the provisions of clause 11.3, an Officer shall be paid at overtime rates for any time worked in excess of their normal shift on any day during the time the Officer is travelling on duty in which:
- (a) the Officer is escorting prisoners; or

- (b) the Officer is required to perform some continuous official duty irrespective of whether the total hours worked by the Officer in that week or fortnight exceed 38 or 76 (as the case may be) or not: or
 - (c) where each of the two Officers travelling together is concerned in the same escort duty, or the same continuous official duty, for more than their normal shift on any day, the CEO may direct that the time to be paid at overtime rates to each Officer shall not exceed four hours in any one day.
- 11.8 Any time taken as paid leave shall be added to the time worked during that pay period in the calculation of payment for overtime.
- 12. Minimum Payment for Overtime on Recall**
- 12.1 An Officer who is recalled to work overtime, whether notified before or after leaving work, shall be paid for a minimum of three hours at the appropriate overtime rate on each occasion so recalled. An Officer shall not, except for unforeseen circumstances, be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.
- 12.2 Where actual overtime worked is less than three hours on a recall or on each of such recalls, the provisions of clause 13, shall not apply.
- 13. Minimum Rest Period Because of Overtime**
- 13.1 When overtime is necessary, it should be arranged so that an Officer has a minimum rest period between successive rostered shifts.
- 13.2 For the purpose of this clause:
- (a) Overtime means a period of duty exceeding three hours undertaken between successive rostered shifts.
 - (b) Rostered shift means the period of normal duty which an Officer is assigned from the roster posted in accordance with clause 6.
 - (c) Minimum rest period means a period of eight consecutive hours off duty plus reasonable travel time.
 - (d) Reasonable travel time means a total of 30 minutes to cover the time taken to travel from and to the place of employment. This provision does not apply to an Officer who remains at the place of employment between rostered shifts.
- 13.3 In consideration of clause 13.1 the CEO may use one or more of the following procedures when arranging overtime:
- (a) arrange for overtime to be worked for a period that will ensure the Officer has a minimum rest period;
 - (b) share overtime between Officers;
 - (c) without loss of salary, alter the commencement time of the Officer's next rostered shift;

- (d) any other reasonable procedure, in consultation with an Association representative.

13.4 If, because of overtime, an Officer does not have a minimum rest period, the Officer shall be paid double time for their rostered shift, until they have been released for a minimum rest period.

13.5 The provisions of this clause shall not apply to overtime worked in circumstances covered by emergency duty, or where a shift is exchanged and worked by arrangements between the Officers concerned.

14. Time Off In Lieu of Overtime

14.1 The maximum amount of time off in lieu that Officers may accrue is 80 hours, instead of the 40 hours specified in By-law 37.13.

14.2 Officers have the option to 'cash-in' time off in lieu at any stage and payment will be made in the next available pay following receipt of the request in payroll.

14.3 In the case of Alice Springs based Officers only, accrued time off in lieu must be used within 12 months from the original date of accrual, instead of the eight months specified in By-law 37.11.

15. Allowances

15.1 Camping Allowance.

An Officer who travels on official duty and is required to camp out overnight from their headquarters shall be paid an allowance determined in accordance with the rates and conditions applying generally from time to time in the NTPS under By-law 31.

15.2 Vehicle allowance

An Officer who is required to use their private motor vehicle for official purposes shall be paid an allowance determined in accordance with the rates and conditions applying generally from time to time in the NTPS.

15.3 Core Training Instructor Allowance

Officers in the designations of Chief Correctional Officer and Chief Industries Officer employed by Correctional Services:

- (a) who hold a current Certificate IV Training and Assessment Skills set, who is approved by the CEO to deliver core training instruction to other staff will be paid an allowance of \$138.10 per day of training delivered, inclusive of any preparatory or post delivery activities associated with the training;
- (b) where training is conducted for less than 4 hours on any day, the allowance will be paid at 50% of the rate in clause 15.3(a)
- (c) payment of the allowance is conditional upon the employee receiving prior approval from the CEO in respect of each training session delivered;

- (d) this allowance is not payable to Chief Correctional Officers or Chief Industries Officers held against positions at the Staff Learning and Development Centre.

15.4 Higher Duties Allowance

- (a) An Officer who is required to perform the duties of a designation higher than the employee's own will be paid the salary and allowances applicable to that designation for each shift so performed, provided a minimum of four hours is worked on such shift.
- (b) An Officer who, at the time of proceeding on approved recreation leave, was in receipt of higher duties allowance determined in accordance with clause 15.4(a), will continue to be paid such allowance to the extent that the CEO determines that the allowance would have been paid but for the granting of leave.

15.5 The Responsiveness Allowance:

- (a) Deputy Superintendents shall be paid a weekly Responsiveness Allowance of \$200, subject to the following conditions:
 - (i) the employee is on-call; and
 - (ii) only one employee in each of the Darwin and Alice Springs Correctional Centres is in receipt of the allowance at any one time.
- (b) The Responsiveness Allowance is in recognition that whilst on-call the employee may be required to take or make telephone calls or respond to work-related emails.
- (c) The Responsiveness Allowance:
 - (i) shall not be indexed;
 - (ii) shall be paid irrespective of the number of calls or emails received or made whilst the employee is on-call; and
 - (iii) shall be paid pro rata for those occasions when an employee is on-call for less than the complete week.

16. Recreation Leave

- 16.1 An Officer shall be entitled to leave of seven weeks in respect of each completed year of service.
- 16.2 An Officer who ceases employment shall be paid all recreation leave entitlements accrued at the date of cessation of employment.
- 16.3 Officers who do not work shiftwork shall be entitled to Public Holidays occurring on a normal workday during the period of leave without deduction from leave credits.
- 16.4 Officers who ordinarily work shiftwork shall be credited with an additional days leave for any Public Holiday falling on a rostered rest day during the period of leave.
- 16.5 Recreation Leave rosters

- (a) Recreational leave rosters for the next calendar year are to be drawn up in consultation with the Association and made available to employees by the end of September each year or another time agreed between the parties.
- (b) A recreational leave roster shall not be altered unless:
 - (i) in the opinion of the CEO an alteration is necessary having regard to the exigencies of the agency; or
 - (ii) the CEO, in consultation with the Association, approves an agreed leave swap between Officers.
- (c) Notwithstanding the provisions of clauses 16.5(b)(i) and 16.5(b)(ii), the CEO may approve recreational leave for single shift or short term absences provided reasonable notice is given.

16.6 Excess Recreational leave

Excess leave will be managed as per clause 86.6 (Excess Leave).

16.7 Recall from recreational leave

- (a) If an Officer on recreational leave is ordered to return to duty before the expiration of that leave, the unexpired period of leave shall be reaccredited.
- (b) An Officer so recalled shall be entitled to claim reimbursement of actual expenses reasonably incurred as a result of the recall. The CEO shall reimburse the Officer for any reasonable out of pocket expenses on production of receipts.

17. Long Service Leave

17.1 Subject to the provisions of clause 17.3, an Officer who has continued in the NTPS for at least 10 years or whose aggregate period of service in the Australian Public Service, the Public Service of a state, the Public Service of any other territory of Australia, or any of the Armed Services of Australia and the NTPS amounts to 10 years, shall be entitled to long service leave unless in respect of such service the Officer shall have taken leave on full or part pay which in the opinion of the CEO would make it inequitable for such service to be counted towards long service leave, in which event the CEO may wholly or partly, as may be just, disallow such other services.

17.2 Officers employed before 7 August 1997 accrue long service at a rate of four tenths of a month for each completed year of service recognised in accordance with clause 17.1. Officers employed on or after the 7 August 1997 accrue long service leave at a rate of four tenths of a month for each completed year of service as a Custodial Officer in the NTPS and three tenths of a month for any other completed years of service recognised in accordance with clause 17.1.

17.3 Recognised Prior Service – Breaks in Service

- (a) Continuous service of Officers employed before 7 August 1997, shall not be deemed to have been broken if the break periods of employment has not exceeded 12 months. Except as provided in the By-law 8.19(b), continuous service for Officers employed on or after 7 August 1997 shall not be deemed to have broken if the period of employment has not exceeded two months.

- (b) In the case of those Officers employed on or after 7 August 1997, where the break in service between recognised employers exceeds two months, but does not exceed 12 months, the period of the break does not break the continuity of service, but does not count as service.
 - (c) For the purpose of this clause an Officer shall not be deemed to have broken the continuity of service or to have been absent by reason of being:
 - (i) On leave of absence with pay or part pay.
 - (ii) On leave without pay approved to count as service under clause 19.
 - (iii) On leave with and / or without pay approved under clause 92 (Parental Leave).
- 17.4 Long service leave may be taken when an Officer first becomes entitled and each year thereafter.
- (a) Except as provided at clause 17.4(g) to 17.4(j), an Officer shall be entitled to accumulate long service leave.
 - (b) The CEO shall authorise payment to an Officer who has ceased employment for reasons other than death, a sum not exceeding the salary applicable to the long service leave accumulated in accordance with clause 17.2.
 - (c) Upon the death of an Officer on long service leave, the CEO shall pay to the widow or widower, or one more of their dependants, or to some trustee for them, or any of them the amount of salary applicable to the long service leave accumulated in accordance with clause 17.2.
 - (d) Upon the death of an Officer, the CEO shall pay to the widow or widower, or one more of their dependants, or to some trustee for them, or any of them the amount of salary applicable to the to the unused portion of long service accumulated in accordance with clause 17.2.
 - (e) An Officer whose period of service does not qualify them for long service leave and who is retired from the service on the grounds of ill health shall, if the CEO decides that the circumstances justify the payment, be paid the sum equal to the annual salary the Officer would have received for the period calculated at:
 - (i) Four tenths of a month in respect of all recognised service for an Officer who was employed before the 7th August 1997;
 - (ii) For an Officer employed on or after the 7 August 1997, four tenths of a month in respect of service as a Custodial Officer with the NTPS and three tenths of a month in respect of any other prior service recognised in accordance with clause 17.1.
 - (f) If an Officer dies before they qualify for long service leave, the CEO shall, when of the opinion that the circumstances justify the payment, pay a sum equal to the salary the deceased Officer would have received for a period calculated at:
 - (i) Four tenths of a month for an Officer employed before 7 August 1997;

- (ii) For an Officer employed on or after the 7 August 1997, four tenths of a month in respect of service as a Custodial Officer in the NTPS and three tenths of a month in respect of any other service recognised in accordance with clause 17.1.
- (g) An Officer is required to use long service leave entitlements within three years of:
 - (i) The 10 year entitlement accruing;
 - (ii) The 11-20 year block accruing.
- (h) Despite clause 17.4(g), the CEO and the Officer may agree to temporarily defer the leave to meet special circumstances, which shall include but not be limited to Agency and/or personal needs.
- (i) Nothing in this clause shall require an Officer:
 - (i) to use their long service leave entitlement where the employee is aged 45 years or over; or
 - (ii) to use their long service leave entitlement for the 21st and subsequent years of qualifying service.
- (j) The CEO may upon application and subject to agency requirements, grant an Officer long service leave on either:
 - (i) full pay to the extent of available entitlements at the time of commencing leave; or
 - (ii) half pay provided that the leave shall not exceed twice the entitlement available pursuant to clause 17.4(j)(i);
 - (iii) full pay to the extent of at least half of the available entitlement at the time of commencing leave with the balance to be paid out in lieu.

18. Personal Leave

- 18.1 The provisions of clause 78 will apply.
- 18.2 An Officer shall be entitled to accumulate personal leave on full pay in accordance with the following scale:

Working Hours

On date of appointment	114 hr
On completion of each 12 months service	114 hr

19. Leave without pay

The CEO may, upon sufficient cause being shown and subject to such conditions as are determined by the CEO, grant leave of absence without pay to an Officer. Unless determined otherwise by the Commissioner, such leave shall not count as service for any purpose.



20. Duties

- 20.1 An Officer may be directed to carry out such duties as are within the limits of the Officer's skill, competence and training consistent with the classification structure of this Schedule, provided that the performance of such duties is consistent with the function and operation of the Correctional Centre and does not promote de-skilling.
- 20.2 An Officer may be directed to carry out such duties and use such tools and equipment as may be required provided that the Officer has been properly trained and/or licensed in the use of such tools and equipment.
- 20.3 Any direction issued pursuant to clauses 20.1 and 20.2 will be consistent with the responsibilities of the employer and of the Officer to ensure a safe and healthy work environment.

21. Uniforms and Amenities

The CEO shall, in consultation with the Association:

- (a) issue agreed guidelines for the initial full issue and fair wear and tear replacement of uniforms; and
- (b) provide appropriate amenities at the workplace.

22. Consultation on Fixed Period Employment

- 22.1 The parties agree that fixed period employment, under section 29(3)(b) of PSEM Act, shall only be used in special circumstances and under strict guidelines.
- 22.2 The parties agree that fixed period employment shall only apply to:
- (a) Hard to recruit categories.
 - (b) Projects of a specific duration with fixed period employment contracts of up to one year maximum.
- 22.3 Prior consultation shall occur with the Association on proposals for fixed period employment. The Association shall be notified in writing of:
- (a) the proposal to do so;
 - (b) period of the proposed fixed period employment contract;
 - (c) whether the terms are standard or non-standard;
 - (d) reasons for proposing fixed period employment rather than ongoing promotion or employment.

23. Miscellaneous

- 23.1 Accommodation Allowance
- (a) Application (Limiting Clause)

The provisions of this clause shall not apply to an Officer who commenced in Correctional Services or who was transferred, promoted or redeployed in or to Correctional Services after 30 June 1992, unless that Officer had pre-existing entitlement under a Determination of the Prison Officers or Senior Prisoner Officers Arbitral Tribunal.

(b) Rented Accommodation:

- (i) An Officer with dependants, who ordinarily reside with the Officer, shall be provided with suitable unfurnished accommodation, or paid an allowance equal to, but not exceeding, the cost of suitable unfurnished accommodation.
- (ii) No allowance shall be paid to an Officer who is offered suitable accommodation and who refuses to occupy that accommodation on grounds that the CEO considers unreasonable.
- (iii) An Officer who is transferred or promoted to a vacancy in a district where suitable unfurnished accommodation is not available, shall be paid an allowance determined by the CEO in accordance with conditions approved by the CEO in circumstances where:
 - A. the Officer's dependants ordinarily reside with the Officer; and
 - B. the Officer's dependants are required to reside elsewhere due to the unavailability of suitable unfurnished accommodation at the new district.

(c) Purchased accommodation

An allowance under clause 23.1(b)(i) shall not apply, but an allowance as determined by the CEO shall be paid to:

- (i) An Officer who purchases from the Northern Territory Government the accommodation provided under clause 23.1(b)(i). This purchases will be deemed to have satisfied the Officer's entitlement to accommodation; or
- (ii) An Officer who owns or purchases and occupies accommodation from other sources.

23.2 Fares on Recreational Leave

- (a) Subject to clause 23.2(b), fares on recreation leave shall be as per clause 54.2 of this Agreement.
- (b) An eligible Officer entitled to payment of fares on recreational leave shall be paid the full cost of an economy fare for the Officer and each dependant, by a direct route from the Officer's headquarters to the Officer's declared destination within Australia.

23.3 Expenses on transfer or promotion

When an Officer is transferred or promoted, the actual cost of conveyance of the Officer and the Officer's dependants, together with the removal of the Officer's furniture, household and personal effects, shall be affected in accordance with the provisions applying generally in the NTPS.

23.4 Fares on retirement

An eligible Officer and their recognised dependants shall, upon the Officer's retirement due to age, ill health or physical incapacity, be entitled to airfares to the destination within Australia nominated by the Officer.



Schedule 9 NTPS Traineeships, Apprenticeships and Graduate Trainees

1. Application

1.1 The provisions of this Schedule apply to employees who are employed in the following classifications:

- (a) NTPS Traineeship
- (b) NTPS School-Based Traineeship
- (c) NTPS Apprentice
- (d) Graduate Trainee

1.2 This Schedule does not apply to:

- (a) employees undertaking qualifications not identified in training packages or qualifications in training packages which are not identified as appropriate for a traineeship or apprenticeship; or
- (b) persons employed in a classification under another Schedule of the Agreement (e.g. Administrative Officer, Technical) who may also be undertaking training or tertiary studies.

2. Definitions

In this Schedule:

- 2.1 **adult apprentice or trainee** means an employee who is 21 years or older
- 2.2 **apprentice** means a person undertaking an apprenticeship training program which is developed by the relevant Industry Skills Council and endorsed by the National Quality Council to be an apprenticeship qualification. Typically apprenticeships take four years to complete and traditionally cover skilled trade areas such as engineering and metal fabrication, automotive and mechanical, construction and building and electrical specialisations.
- 2.3 **AQF** means the Australian Qualification Framework
- 2.4 **dependant or dependants** in relation to an employee means:
 - (a) the spouse of the employee; or
 - (b) a child or parent of the employee, or of the spouse of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee; and
 - (c) who are not in receipt of income from any other source exceeding the weekly minimum adult wage as determined by the Commissioner.



- 2.5 **Graduate Trainee** means an employee employed in an agency for the purposes of participating in the NTPS Graduate program.
- 2.6 **traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification.
- 2.7 **training contract** means an agreement for a traineeship or apprenticeship between an employer and an employee which is registered with the relevant State or Territory training authority.
- 2.8 **training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training and Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training packages.
- 2.9 **year 10** includes any year before Year 10.

3. **Recognition of prior NTPS service**

The employee shall retain accrued recreation leave, personal leave and continuity of service for the purpose of long service leave and parental leave where there is no break in employment within the NTPS.

4. **NTPS Traineeship, NTPS School-Based Traineeship and NTPS Apprentice**

- 4.1 Employees may only be employed on a fixed period basis and shall be subject to and comply with the requirements of the National Apprenticeship or Traineeship Training Contract.
- 4.2 Where the Training Contract is terminated, the employment shall terminate.
- 4.3 Except in the case of a School-Based Traineeship, the CEO may approve annual salary progression for the employee subject to the employee satisfying the relevant performance criteria as defined by the requirements of the Training Contract.
- 4.4 A person employed in the NTPS immediately prior to entering into a Training Contract as an adult apprentice or trainee with the employer must not suffer a reduction in their nominal salary by virtue of entering into the Training Contract, provided that the person has been an employee in the NTPS for at least six months as a full-time employee or 12 months as a part-time or casual employee immediately prior to commencing the apprenticeship or traineeship.
- (a) Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their nominal salary.
- 4.5 Apprentices undertaking trade training consistent with their apprenticeship training requirements or indentures will do so without loss of pay. All fees for prescribed courses and prescribed textbooks, paid by the apprentice will be reimbursed, subject to satisfactory progress.

5. **Types of NTPS Traineeship or NTPS Apprenticeship**

NTPS Traineeships and NTPS Apprenticeships are specified under Part E of Schedule 11 of this Agreement and Northern Territory Apprenticeships and Traineeships Database as published from time to time by the Department of Industry, Tourism and Trade.

6. **Rates of Pay - NTPS Traineeship or NTPS School-Based Traineeship**

6.1 Annual salary rates are set out in Part E of Schedule 11.

6.2 The salary rates will be adjusted annually, with effect from 1 July each year, to be equivalent with the National Training Wage in Schedule C of the Northern Territory Public Sector Enterprise Award 2016. The Commissioner will give effect to any subsequent annual adjustment required under the Agreement through a Determination.

Note: Pay rates under Schedule C of the NTPS Enterprise Award 2016 are weekly rates. The formula used to convert weekly rates to annual salary is: $(\text{weekly salary} \div 6) \times 313 = \text{annual salary}$.

6.3 Where a NTPS Traineeship or NTPS School-Based Traineeship is converted from an AQF Certificate Level II to AQF Certificate Level III, or from an AQF Certificate Level III to an AQF Certificate Level IV, the employee shall move to the next highest rate provided in Part E of Schedule 11, if a higher rate is provided for at that new AQF level.

6.4 **Default Trainee Rate** - The minimum salary for a trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate level are not allocated to a salary level by Part E of Schedule 11, is the relevant minimum salary under Part E of Schedule 11 for a trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate level are allocated to Salary Level B.

6.5 The salary rates in Part E of Schedule 11 do not apply to the apprenticeship system or to any training program which is developed by the relevant Industry Skills Council and endorsed by the National Quality Council to be an apprenticeship qualification.

7. **Rates of Pay – NTPS Apprenticeship**

7.1 Annual salary rates are set out in Part A of Schedule 11.

7.2 The salary rates will be adjusted annually, with effect from 1 July each year, to be equivalent to the Apprentice minimum wages in clause 10.6 of the Northern Territory Public Sector Enterprise Award 2016. The Commissioner will give effect to any subsequent annual adjustment required under the Agreement through a Determination.

7.3 An adult apprentice, and an apprentice who maintains dependants, will be paid not less than the weekly minimum adult wage determined by the Commissioner, or the rate prescribed in Part A of Schedule 11, whichever is the greater.

8. **Rates of pay – Graduate Trainee**

8.1 Annual salary rates are set out in Part A of Schedule 11.

8.2 The CEO of an agency participating in the NTPS Graduate Program shall employ the Graduate Trainee:

- (a) at the first increment of the Graduate Trainee designation if the graduate has a three year degree;
 - (b) at the third increment of the Graduate Trainee designation if the graduate has a three year degree and between one and two years' relevant work experience, or a four year degree;
 - (c) at the fifth increment of the Graduate Trainee designation if the graduate has a degree and more than two years relevant work experience.
- 8.3 The CEO may advance an employee through the incremental levels of Graduate Trainee salary scale at six month intervals. The advancement must be based upon the CEO's assessment of performance and achievement of identified outcomes.

9. General Conditions of Service

- 9.1 The ordinary hours of duty for full-time employees will be 36.75 hours per week.
- 9.2 Employees to whom this Schedule applies will be subject to the provisions of the following clauses under Parts 7 and 8 of this Agreement.

Clause	Subject Matter
Part 7	
45	Higher duties
46	Remote localities
47	Community Language Allowance
48	Accident Allowance
49	Excess Travel Time
50	Allowances for travelling on duty
51	Relocation expenses
52	Overtime meal allowance
53	Loss of damage to clothing or personal effects
Part 8	
57	Meal Break
58	Averaging hours
59.1 to 59.6	Additional hours and overtime
59.8	Minimum Payments (separate overtime)
60	Time off in lieu of overtime payment
61	Emergency Duty
68	Span of hours
74	Public Holiday Duty and RDOs (shiftwork)
76	Recreation Leave and Shiftwork Penalties

10. Public Holidays

Officers shall be entitled to the same public holidays applying in the NTPS as per clause 93.



11. Overtime

11.1 An employee may be called to duty at any time required subject to the hours being considered reasonable in accordance with clause 59.3. An employee may refuse to work additional hours if they are unreasonable.

11.2 In this clause overtime rates are expressed as a percentage of the applicable ordinary hourly rate (e.g. 150%, 200%, 250% etc.).

11.3 Duty is considered overtime where the employee (non-shiftworkers) is directed to perform work:

(a) Full-time employee:

- (i) outside the span of ordinary hours applicable to the employee;
- (ii) during the span of ordinary hours applicable to the employee but beyond the length of time the employee is normally required to work on the day concerned; or
- (iii) on a Saturday (only where the span of ordinary hours is Monday to Friday inclusive), Sunday or a public holiday; or
- (iv) in excess of the ordinary hours in a week, or an average of the applicable weekly hours of ordinary duty over a roster cycle.

(b) Part-time employee:

- (i) which is not continuous with the employee's agreed hours of work;
- (ii) on any day which is continuous with the employee's agreed hours of work, and in whole or in part, falls outside the span of ordinary hours applicable to an equivalent full-time employee, and where the employee also completes the agreed hours of duty on that day; or
- (iii) on any day which is continuous with the employee's agreed hours of work and falls wholly within the span of ordinary hours applicable to an equivalent full-time employee and exceeds, in any one week, the employee's agreed weekly hours.

11.4 Overtime rates – non-shiftworker

For overtime worked on	Overtime Rate
Monday to Friday	150%
Saturday – first 3 hours	150%
Saturday – after 3 hours	200%
Sunday – all day	200%
Public Holiday – all day	250%

11.5 Duty for shiftworkers will be considered overtime where:

(a) Full-time shiftworkers:

- (i) it is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
 - (ii) 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.
- (b) Part-time shiftworkers:
- (i) it is performed on any day beyond the normal rostered hours of duty on that day; or
 - (ii) it is performed in excess of the employee’s agreed weekly hours.

11.6 Overtime rates – shiftworker

For overtime worked on	Overtime Rate
Monday to Saturday – first 3 hours	150%
Monday to Saturday – after 3 hours	200%
Sunday – all day	200%
Public Holiday – all day	250%

12. **Rest relief after overtime**

12.1 Normally an employee is not to be required to work overtime to such an extent that the employee does not have a break from work ('rest period') of at least eight consecutive hours, plus reasonable travelling time from or to their normal place of employment, between the cessation of overtime worked and recommencement of work at ordinary time.

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

12.3 The provisions of this clause will not apply to overtime worked in the circumstances covered by Emergency Duty (clause 61), unless the actual time worked (excluding travelling time) is at least three hours on each call.

13. **Restrictive Duty**

13.1 Subject to clause 13.2, Restrictive Duty entitlements will be in accordance with clause 62.

13.2 On call

An employee who is instructed prior to ceasing ordinary duty to be on restriction duty will be paid the night rate or day/night rate (whichever is applicable) as specified in Part C of Schedule 11. For the avoidance of doubt, the on-call rates under clause 62.5(a)(i) do not apply to employees under this Schedule.

14. **Shiftwork Payments**

14.1 For the purposes of this clause:

- (a) **afternoon shift** means a shift commencing at or after 10.00 am and before 8.00 pm;
 - (b) **day shift** means a shift commencing at or after 6.00 am and before 10.00 am;
 - (c) **night shift** means a shift commencing at or after 8.00 pm and before 6.00 am; and
 - (d) **shiftworker** means an employee who is rostered to perform ordinary hours of duty outside the period 6.00 am to 6.00 pm Monday to Friday, and/or Saturdays or public holidays for an ongoing or fixed period.
- 14.2 Shiftwork 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 another form of penalty payment is made this Agreement.
- 14.3 The period for which shiftwork payments will be made will be calculated to the nearest quarter of an hour of the total amount worked in a fortnightly period.
- 14.4 In addition to the employee's ordinary salary for the shift, a shiftworker will be paid shiftwork payments as follows:
- (a) 15% for an afternoon or night shift;
 - (b) 30% for a night shift where that shift is worked continuously for a period of four weeks;
 - (c) 50% for a shift worked between midnight Saturday and midnight Sunday;
 - (d) 100% for a shift worked between midnight Saturday and midnight Sunday; and
 - (e) 150% for a shift worked on a public holiday.
- 14.5 Where a shift commences on a day that is a public holiday and continues on to the next day which is also a public holiday the whole shift is to be regarded as only one shift.
15. **Saturday Duty for Non-shiftworkers**
- 15.1 For rostered ordinary duty performed on a Saturday, payment will be made at the rate of 40% additional to the ordinary rate of pay.
- 15.2 The period for which the additional payment will be calculated to is the nearest quarter of an hour of the total amount to be claimed in each fortnightly period.
- 15.3 Additional payment for rostered time of ordinary duty as provided by this clause, will be made in response of any such duty which an employee would have performed had they not been on approved recreation leave.

Schedule 10 Northern Territory Public Sector Redeployment and Redundancy Entitlements

1. Definitions

For the purposes of these provisions:

- (a) **potentially surplus employee** means an employee who has been declared by the CEO to be potentially surplus to the requirements of the agency under section 41 of the PSEM Act.
- (b) **service** means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transferee as defined in accordance with By-Law 45.1 of the PSEM Act.
- (c) **suitable employment** means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities.
- (d) **surplus employee** means an employee in relation to whom the CEO has requested that the employer exercise their powers under section 43 of the PSEM Act.
- (e) **union** means a trade union as defined in the FW Act and which is covered by this Agreement.

2. Consulting Relevant Unions

- 2.1 The CEO will make reasonable attempts to establish whether a potentially surplus employee is a union member and where union membership is established, must:
 - (a) notify the relevant union of the potentially surplus situation and the name of the employee; and
 - (b) invite the union to meet with an agency representative in relation to the situation.
- 2.2 The employer and/or CEO will provide relevant unions with the number of potentially surplus employees, their agency and their designation.

3. Finding of Other Suitable Employment

- 3.1 The employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.
- 3.2 In addition to any other action the employer and/or the CEO may have taken in the period before notice is given in accordance with clauses 4 or 5, the employee and CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

- 3.3 Where other suitable employment for a potentially surplus employee or a surplus employee is identified the employee will be transferred. Where the transfer is to a lower level designation and salary, the written consent of the employee is required and the income maintenance provisions of clause 6.3 apply.
4. **Voluntary Retrenchment**
- 4.1 Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.
- 4.2 The surplus employee will have up to seven days from the date of a written offer of voluntary retrenchment to consider and accept the offer.
- 4.3 Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of four weeks notice from the date that the offer is accepted, or five weeks notice if the employee is over the age of 45 years.
- 4.4 The surplus employee may be retrenched at any time within the period of notice under clause 4.3, at the direction of the CEO or the request of the employee, in which case the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.
- 4.5 A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following weeks salary including, where applicable, Northern Territory allowance:
- (a) For an employee with at least one year but less than two years service: four weeks salary;
 - (b) For an employee with at least two years but less than three years service: six weeks salary;
 - (c) For an employee with between three years and three and a half years service: seven weeks salary; and
 - (d) For an employee with greater than three and a half years service: two weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.
- 4.6 For the purpose of calculating payment under clause 4.5:
- (a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that the employee is a surplus employee, the salary level is the employee's salary in the employee's higher designation at the date of notification; and
 - (b) where an employee has been paid a loading (ie shiftwork payment) for shiftwork for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of "weeks salary".
- 4.7 The inclusion of allowances or loadings as salary, other than those specified in clause 4.6 will be at the discretion of the employer.

- 4.8 The entitlement under:
- (a) clause 4.3 constitutes notice for the purposes of section 117 of the FW Act; and
 - (b) clause 4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.
- 4.9 All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- 4.10 Subject to clause 4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.
- 4.11 A surplus employee who has a leave airfare entitlement under clause 54.2, is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependants. This entitlement is in lieu of removal and relocation expenses in clause 4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

5. Notice of Redundancy

- 5.1 A surplus employee cannot be given notice under this clause unless the employee has:
- (a) been offered a voluntary retrenchment and has declined that offer; or
 - (b) has requested a voluntary retrenchment and the employer has refused the request.
- 5.2 Subject to clause 5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:
- (a) the employee is entitled to 26 weeks formal notice of redundancy; or
 - (b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.
- 5.3 In addition to notice of redundancy under clause 5.2, a surplus employee must be given four weeks formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause 5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.
- 5.4 The period of notice under clause 5.3 constitutes notice for the purposes of section 117 of the FW Act.
- 5.5 The period of notice under clause 5.2 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

Example: A 50 year old employee with four years service has been given notice of redundancy. The employee will receive a total redundancy entitlement of 52 weeks, comprising 44 weeks notice of redundancy and the NES entitlement to eight weeks redundancy pay which will be paid on termination.

- 5.6 In accordance with clause 3.2, during the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.
- 5.7 With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 5.2 or 5.3 may request that the termination occur before the expiry date of the notice period. The date requested then becomes the date of termination of employment.
- 5.8 Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses 5.2 and 5.3.
- 5.9 A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 5.2 and 5.3 being invoked, is not entitled to receive a greater payment under clause 5.8 than the employee would have been entitled to receive had the employee been voluntarily retrenched.
- 5.10 For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 5.2 or 5.3 is entitled:
- (a) to reasonable leave with full pay; and
 - (b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

6. **Transfer to Other Suitable Employment**

- 6.1 A potentially surplus employee or a surplus employee is entitled to four weeks notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the four week notice period.
- 6.2 A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving their household to a new location if, in the opinion of the employer the transfer is necessary to enable the employee to take up suitable employment.
- 6.3 Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary the employee will be entitled to income maintenance payments as follows:
- (a) Where the period of notice of redundancy has already been invoked, the greater of:
 - (i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause 5.2; or
 - (ii) four weeks; or
 - (b) Where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 5.2.

- 6.4 Income maintenance payments are calculated as follows:
- (a) An amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or
 - (b) where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which the employee received notice of the transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.

6.5 The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause 6.4(b) is at the discretion of the employer.

6.6 An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of the employee's transfer which in the opinion of the employer were brought about by the transfer.

7. Use of Accrued Personal Leave

7.1 Subject to clause 7.2 the periods of notice under clauses 5.2 and 5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.

7.2 For the purposes of an employee entitled to income maintenance under clause 6.3, the total extension permitted under clause 7.1 is capped at six months.

Example: A 50 year old employee with 10 years service receives notice of redundancy under clause 5.2(b). Ten weeks into the 52 week period of notice, the employee is transferred to a position of a lower designation and salary. The employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period the employee takes four weeks certificated personal leave, with the result that the total period of income maintenance ends up being 46 weeks.

8. Right of Review

8.1 A surplus employee will have a right of review to the Commissioner against any administrative decision made in relation to the employee's eligibility for benefits under these provisions or in relation to the amount of those benefits.

8.2 This right does not affect the employee's rights under the FW Act.

9. Substitution or Other Provisions

Where the employer and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to a potentially surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

10. **Exemption**

These provisions do not apply to fixed period or casual employees unless otherwise approved by the employer.



Schedule 11 Salaries and Allowances

Part A Salaries

Unless otherwise stated, the salary rates in this Part effective 20.08.2020.

Administrative / Executive Officer	\$ p.a.	Physical	\$ p.a.	Professional	\$ p.a.	Technical	\$ p.a.		
AO1	51 184	PH1	48 734	P1	64 904	T1	52 728		
	51 940		49 225		67 305		53 916		
	52 690		49 711		69 795		55 099		
	53 450	PH2	52 146		72 377		56 285		
	54 428		52 634		75 057		57 512		
	55 556		53 220		77 835		58 753		
AO2	56 261	PH3	53 220	P2	80 715	TRAINEE TECH. OFFICER	60 020		
	57 710		53 803		83 700		61 330		
	58 868		54 430		86 204		62 697		
	60 045		PH4		89 395		87% T2	55 167	
61 252	55 954	92 703		91% T2	57 702				
AO3	62 773	PH5	56 803	P3	96 133	96% T2	60 872		
	63 987		57 622		99 687		T2	63 408	
	65 225		58 451		103 377			64 795	
	67 746		59 219		106 568			66 175	
AO4	71 091	59 985	SP1	110 512		67 601			
	72 408	PH6		114 598		69 022			
	74 672			62 746	119 351	70 451			
	76 938			63 847	T3	73 575			
	79 200			65 028		75 927			
81 611	67 918		78 281						
AO5	84 297	PH7	69 177	SP2	123 559	T4	79 774		
	86 492		70 495		130 369		81 565		
	88 687		73 233		138 034		83 579		
AO6	92 620	PH8	74 630	SP1	142 543	T5	85 637		
	96 260		76 107				148 815	88 492	
	99 899		PH9					79 774	91 355
	103 538								81 553
AO7	109 514	PH9	83 579	SP2	155 362	T6	97 083		
	113 664		SAO1				123 559	99 950	
	117 815						130 369	102 813	
SAO1	123 559	SAO2	142 543	SP2	148 815	T6	105 770		
	130 369		148 815				109 101		
	138 034		155 362				111 664		
SAO2	142 543	SAO2	148 815	SP2	155 362	T6	114 227		
	148 815		148 815				111 664		
	155 362		155 362				114 227		

Schedule 11

Administrative / Executive Officer	\$ p.a.	Physical	\$ p.a.	Professional	\$ p.a.	Technical	\$ p.a.
EO2	158 344						
EO3	169 580						

School-Based Administrative Officer (92%)	\$ p.a.	School-Based Administrative Officer (96%)	\$ p.a.	Senior Correctional Officer	\$ p.a.
AO1	47 089	AO1	49 137	CHIEF	92 447
	47 785		49 862	INDUSTRIES OFFICER	94 665
	48 475		50 582		96 559
	49 174		51 312		
	50 074		52 251	CHIEF	92 447
AO2	51 760	AO2	54 011	CORRECTIONAL OFFICER	94 665
	53 093		55 402		96 559
	54 159		56 513	PRINCIPAL	107 289
	55 241		57 643	INDUSTRIES OFFICER	111 042
	56 352		58 802		113 263
AO3	57 751	AO3	60 262	DEPUTY	107 289
	58 868		61 428	SUPERINTENDENT	111 042
	60 007		62 616		113 263
	62 326		65 036	SUPERINTENDENT	120 308
AO4	65 404	AO4	68 247		124 519
	66 615		69 512		
	68 698		71 685		
	70 783		73 860		
	72 864		76 032		
	75 082	78 347			

Graduate Trainee	\$ p.a
1	62 773
2	63 987
3	65 225
4	67 746
5	71 091
6	72 408
7	74 672
8	76 938
9	79 200
See Schedule 9 for progression through incremental levels at six month intervals for Graduate Trainees	

NTPS Apprentice	Relevant attribute of the person at the time of entering into a training agreement as an apprentice	
Length of service as an apprentice	Not completed Year 12	Completed Year 12
	\$ p.a Effective 01/07/2021	\$ p.a Effective 01/07/2021
1 st year of service	23 464	25 810
2 nd year of service	28 157	30 503
3 rd year of service	35 196	35 196
4 th year of service	41 297	41 297
An adult apprentice, and an apprentice who maintains dependants, will be paid not less than the weekly minimum adult wage determined by the Commissioner, or the rate prescribed in this table for the relevant year of the apprenticeship, whichever is the greater.		

Refer Part E of Schedule 11 for salary rates for employees employed in the classifications: 'NTPS Traineeship' or 'NTPS School-Based Traineeship'.

Part B Work Related Allowances

Allowance	Clause	Frequency	RATES EFFECTIVE 20.08.2020 \$
Agreement - Part 4			
On-call			
- night rate	62.5(a)(i)	night	35.40
- night/day rate	62.5(a)(i)	night & day	53.00
- hourly rate	62.5(a)(i)	hour	2.20
Agreement - Part 7			
Community Language Allowance (Determination No. 6 of 2013)	47.1	p.a.	1 088
Schedule 1 - The Community and Public Sector Union Provisions			
First Aid Allowance			
Provide First Aid - HLTAID003	2.1(a)	week	17.20
Provide Advanced First Aid - HLTAID006	2.1(a)	week	20.70
Restrictive Duty - Child Protection Workers			
- hourly rate	2.6	hour	3.73
- night rate	2.6	night	63.90
- night/day rate	2.6	night & day	89.50
Schedule 2 - Construction and Maintenance Employees' Provisions			
Leading Hands			
- Leading hands in charge of 2 to 10 employees	7.1	week	43.90
- Leading hands in charge of 11 to 20 employees	7.1	week	65.30
- Leading hands in charge of more than 20 employees	7.1	week	83.20
Special Allowances			
- Dirty Work	7.3(b)(i)	hour	0.75
- Wet Places	7.3(b)(ii)	hour	0.75
- Height Money			
- at 9m	7.3(b)(iv)	hour	0.52
- each additional 9m	7.3(b)(iv)	hour	0.52
- swinging scaffold	7.3(b)(iv)	hour	0.52
- Insulation Work	7.3(b)(v)	hour	1.06
- Confined Space	7.3(b)(vi)	hour	1.06
- Toxic Substances	7.3(b)(vii)	week	9.68
Drivers/Operators Allowances			
- Carting/handling dirty material	7.6(a)(i)	hour	0.50
- Carting/handling offensive material	7.6(a)(ii)	week	2.92
- Driver loading/unloading furniture	7.6(a)(iii)	day	1.88
- Driving vehicle carting garbage	7.6(a)(iv)	week	19.70
First Aid Allowance	7.7	day	3.65
On-Call Allowance			
- night (Mon - Fri excluding PDO)	10(a)(i)	night	35.40
- night/day rate (Sat, Sun, PH, PDO)	10(a)(ii)	night & day	53.00
- hourly rate	10.(a)	hour	2.20

Schedule 11

Allowance	Clause	Frequency	RATES EFFECTIVE 20.08.2020 \$
Schedule 3 - Department of Health Employees - United Workers Union Provisions			
Dental Technician	8.1(a)	p.a.	1 449
Senior Dental Technician - Darwin	8.1(b)	p.a.	1 449
Radiographers - C.T. Scanner	8.1(c)	p.a.	1 953
Leading Hands			
- Leading hands in charge of 2 to 10 employees	8.2	week	43.80
- Leading hands in charge of more than 10 employees	8.2	week	65.30
Special Rates			
- Window Cleaning	8.3(a)	day	7.19
- High Cleaning 9m	8.3(b)	hour	0.52
- High Cleaning each additional 9m	8.3(b)	hour	0.52
- Cleaning Grease Traps	8.3(c)	hour	0.75
- Confined Spaces	8.3(d)	hour	1.06
- Orderly - Ambulance Duty	8.3(e)(i)	Day	13.47
- with St Johns certificate	8.3(e)(ii)	Week	13.58
- with St Johns voucher	8.3(e)(iii)	week	17.22
- with St Johns medallion	8.3(e)(iv)	week	20.42
Security Mental Health Unit (Physical 2)	8.5	shift	6.19
Security Officer (AO2)	8.6	p.a.	1 304
Post Mortem & Dirty Body	8.8(a)	body	41.06
Post Mortem Allowance	8.9(a)	post mortem	16.10
Post Mortem Assistant	8.9(b)	p.a.	524
Sonographer skills allowance	8.11	p.a.	6 500
Schedule 4 - General Employees - United Workers Union Provisions			
Leading Hands			
- Leading hands in charge of 2 to 10 employees	4.1	week	43.80
- Leading hands in charge of 11 to 20 employees	4.1	week	65.30
- Leading hands in charge of more than 20 employees	4.1	week	83.20
Special Allowances			
- Window Cleaning	4.2(a)	day	7.18
- High Cleaning 9m	4.2(b)	hour	0.52
- High Cleaning each additional 9m	4.2(b)	hour	0.52
- Cleaning Grease Traps	4.2(c)	hour	0.75
- Confined Spaces	4.2(d)	hour	1.06
- Government House Allowance	4.2(e)	p.a.	4 688
- Dirty Work	4.2(f)	hour	0.75
- Toilet Cleaning	4.2(h)	day	1.99
- Security Officer	4.2(i)	p.a.	1 304
- Toxic Substances	4.2(j)	week	9.68
Schedule 6 - Transport Workers' Union Provisions			
Trailer:			
- Motor Drawing Trailer			
- loaded single axle trailer	4(a)	day	3.78
- empty single axle trailer	4(b)	day	2.14
- other loaded trailer	4(c)	day	4.73
- other empty trailer	4(d)	day	2.68

Part C Expense Related Allowances

Allowance	Clause	Frequency	RATES EFFECTIVE 01.01.21 \$
Professional Development Allowance			
1 up to 5 years of continuous service	37.3(b)(ii)	p.a.	585
5 years or more continuous service	37.3(b)(ii)	p.a.	1 289
Remote Locality Electricity Subsidy	46.4		
Basic Entitlement			
Special Category	46.4(a)	p.a.	700
Category 1	46.4(a)	p.a.	1 399
Category 2	46.4(a)	p.a.	2 100
Category 3	46.4(a)	p.a.	2 801
Dependant/After-Hours Rate			
Special Category	46.4(a)	p.a.	875
Category 1	46.4(a)	p.a.	1 751
Category 2	46.4(a)	p.a.	2 626
Category 3	46.4(a)	p.a.	3 502
Overtime Meal Allowance	52.1	break	21.80
Schedule 2 - Construction and Maintenance Employees' Provisions			
Tool Allowances			
Metal Tradesman	7.2(a)	week	14.80
Carpenter	7.2(d)	week	26.40
Other Tradesmen	7.2(d)	week	13.90
Camping Equipment Allowance*	7.5(b)	day	107
Schedule 3 - Department of Health Employees - United Workers Union Provisions			
Schedule 9 – NTPS Traineeships, Apprenticeships and Graduate Trainees			
On call			
- night rate	14.2(a) (Sch 3) 12.2 (Sch 9)	night	30.90
- day/night rate	14.2(a) (Sch 3) 12.2 (Sch 9)	night & day	46.30
Note: In accordance with clause 32.432.4, the allowances set out in Part C will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index (CPI), with effect from 1 January each year. The allowances will not reduce if the Darwin CPI is negative.			
*Schedule 2 clause 7.5(b) relates to camping allowance if employee is required to camp out and does not have camping equipment supplied and is in addition to the camping allowance paid in Schedule 2 clause 7.5(a) which is the normal camping allowance as per the By-law 31.			

Part D Northern Territory Allowance

Refer clause 54.1

Designation	Increment	COMMENCED		COMMENCED on or before 31.7.87			
		on or after 1.8.87		By-law 26(9)		By-law 26(10)	
		with - Dependants - w/o		with - Dependants - w/o		with - Dependants - w/o	
		\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.
AO1	1.06	960	0				
	2.06	960	0				
	3.06	960	0				
	4.06	960	0				
	5.06	960	0				
	6.06	960	0	1 481	521	1 684	744
AO2	1.05	960	0	1 467	507	1 670	730
	2.05	960	0	1 439	479	1 642	702
	3.05	960	0	1 417	457	1 620	680
	4.05	960	0	1 395	435	1 598	658
	5.05	960	0	1 374	414	1 577	637
AO3	1.04	960	0	1 346	386	1 549	609
	2.04	960	0	1 326	366	1 529	589
	3.04	960	0	1 308	347	1 511	570
	4.04	960	0	1 267	307	1 470	530
AO4	1.06	960	0	1 215	255	1 418	478
	2.06	960	0	1 192	232	1 395	455
	3.06	960	0	1 161	201	1 364	424
	4.06	960	0	1 128	168	1 331	391
	5.06	960	0	1 093	133	1 296	356
	6.06	960	0	1 061	101	1 264	324
AO5	1.03	960	0	1 021	61	1 224	284
	2.03	960	0	988	28	1 191	251
	3.03	960	0	960	0	1 159	219
AO6	1.04	960	0	960	0	1 096	156
	2.04	960	0	960	0	1 042	102
	3.04	960	0	960	0	993	53
	4.04	960	0	960	0	960	0
P1	1.08	960	0	1 396	436	1 599	659
	2.08	960	0	1 350	390	1 553	613
	3.08	960	0	1 310	350	1 513	573
	4.08	960	0	1 269	309	1 472	532
	5.08	960	0	1 233	273	1 436	496

Schedule 11

Designation	Increment	COMMENCED		COMMENCED on or before 31.7.87				
		on or after 1.8.87		By-law 26(9)		By-law 26(10)		
		with - Dependants - w/o		with - Dependants - w/o		with - Dependants - w/o		
		\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	
P2	6.08	960	0	1 189	229	1 392	452	
	7.08	960	0	1 150	190	1 353	413	
	8.08	960	0	1 106	146	1 309	369	
	1.06	960	0	960	0	1 141	201	
	2.06	960	0	960	0	1 096	156	
	3.06	960	0	960	0	1 042	102	
	4.06	960	0	960	0	997	57	
	5.06	960	0	960	0	960	17	
	6.06	960	0	960	0	960	0	
T1	1.09	960	0					
	2.09	960	0					
	3.09	960	0					
	4.09	960	0					
	5.09	960	0					
	6.09	960	0					
	7.09	960	0					
	8.09	960	0					
	9.09	960	0	1 348	388	1 551	611	
TRAINEE TECH. OFFICER								
87% T2	1.03	960	0					
91% T2	2.03	960	0					
96% T2	3.03	960	0					
T2	1.07	960	0	1 336	376	1 539	599	
	2.07	960	0	1 310	350	1 513	573	
	3.07	960	0	1 290	330	1 493	553	
	4.07	960	0	1 268	308	1 471	531	
	5.07	960	0	1 247	287	1 450	510	
	6.07	960	0	1 222	262	1 425	485	
	7.07	960	0	1 202	242	1 405	465	
	T3	1.06	960	0	1 179	219	1 382	442

Schedule 11

Designation	Increment	COMMENCED on or after 1.8.87		COMMENCED on or before 31.7.87			
		with - Dependants - w/o		By-law 26(9)		By-law 26(10)	
		\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.
T4	2.06	960	0	1 144	184	1 347	
	3.06	960	0	1 108	148	1 311	407
	4.06	960	0	1 085	125	1 288	371
	5.06	960	0	1 061	101	1 264	348
	6.06	960	0	1 031	71	1 234	324
	1.04	960	0	1 001	41	1 204	294
	2.04	960	0	960	0	1 159	264
	3.04	960	0	960	0	1 120	219
	4.04	960	0	960	0	1 078	180
T5	1.04	960	0	960	0	1 032	92
	2.04	960	0	960	0	993	53
	3.04	960	0	960	0	960	11
	4.04	960	0	960	0	960	0
PH1	1.03	960	0				
	2.03	960	0				
	3.03	960	0				
PH2	1.03	960	0	1 540	580	1 743	803
	2.03	960	0	1 540	580	1 743	803
	3.03	960	0	1 516	556	1 719	779
PH3	1.03	960	0	1 516	556	1 719	779
	2.03	960	0	1 506	546	1 709	769
	3.03	960	0	1 496	536	1 699	759
PH4	1.03	960	0	1 473	513	1 676	736
	2.03	960	0	1 457	497	1 660	720
	3.03	960	0	1 441	481	1 644	704
PH5	1.03	960	0	1 424	464	1 627	687
	2.03	960	0	1 410	450	1 613	673
	3.03	960	0	1 396	436	1 599	659

Schedule 11

Designation	Increment	COMMENCED		COMMENCED on or before 31.7.87			
		on or after 1.8.87		By-law 26(9)		By-law 26(10)	
		with - Dependants - w/o		with - Dependants - w/o		with - Dependants - w/o	
		\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.
PH6	1.03	960	0	1 348	388	1 551	611
	2.03	960	0	1 326	366	1 529	589
	3.03	960	0	1 309	349	1 512	572
PH7	1.03	960	0	1 263	303	1 466	526
	2.03	960	0	1 245	285	1 448	508
	3.03	960	0	1 222	262	1 425	485
PH8	1.03	960	0	1 184	224	1 387	447
	2.03	960	0	1 162	202	1 365	425
	3.03	960	0	1 144	184	1 347	407
PH9	1.03	960	0	1 085	125	1 288	348
	2.03	960	0	1 061	101	1 264	324
	3.03	960	0	1 031	71	1 234	294
AO1 92%	1.06	960	0				
	2.06	960	0				
	3.06	960	0				
	4.06	960	0				
	5.06	960	0				
	6.06	960	0	1 481	521	1 684	744
AO2 92%	1.05	960	0	1 467	507	1 670	730
	2.05	960	0	1 439	479	1 642	702
	3.05	960	0	1 417	457	1 620	680
	4.05	960	0	1 395	435	1 598	658
	5.05	960	0	1 374	414	1 577	637
AO3 92%	1.04	960	0	1 346	386	1 549	609
	2.04	960	0	1 326	366	1 529	589
	3.04	960	0	1 308	347	1 511	570
	4.04	960	0	1 267	307	1 470	530
AO4 92%	1.06	960	0	1 215	255	1 418	478
	2.06	960	0	1 192	232	1 395	455
	3.06	960	0	1 161	201	1 364	424
	4.06	960	0	1 128	168	1 331	391
	5.06	960	0	1 093	133	1 296	356
	6.06	960	0	1 061	101	1 264	324
AO1 96%	1.06	960	0				
	2.06	960	0				

Schedule 11

Designation	Increment	COMMENCED		COMMENCED on or before 31.7.87			
		on or after 1.8.87		By-law 26(9)		By-law 26(10)	
		with - Dependants - w/o		with - Dependants - w/o		with - Dependants - w/o	
		\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.
AO2 96%	3.06	960	0				
	4.06	960	0				
	5.06	960	0				
	6.06	960	0	1 481	521	1 684	744
	1.05	960	0	1 467	507	1 670	730
	2.05	960	0	1 439	479	1 642	702
	3.05	960	0	1 417	457	1 620	680
	4.05	960	0	1 395	435	1 598	658
	5.05	960	0	1 374	414	1 577	637
	AO3 96%	1.04	960	0	1 346	386	1 549
2.04		960	0	1 326	366	1 529	589
3.04		960	0	1 308	347	1 511	570
4.04		960	0	1 267	307	1 470	530
AO4 96%	1.06	960	0	1 215	255	1 418	478
	2.06	960	0	1 192	232	1 395	455
	3.06	960	0	1 161	201	1 364	424
	4.06	960	0	1 128	168	1 331	391
	5.06	960	0	1 093	133	1 296	356
	6.06	960	0	1 061	101	1 264	324
CHIEF INDUSTRIES OFFICER	1.03	960	0	960	0	960	0
	2.03	960	0	960	0	960	0
	3.03	960	0	960	0	960	0
CHIEF CORRECTIONAL OFFICER	1.03	960	0	960	0	960	0
	2.03	960	0	960	0	960	0
	3.03	960	0	960	0	960	0
PRINCIPAL INDUSTRIES OFFICER	1.03	960	0	960	0	960	0
	2.03	960	0	960	0	960	0
	3.03	960	0	960	0	960	0
DEPUTY SUPERINTENDENT	1.03	960	0	960	0	960	0
	2.03	960	0	960	0	960	0
	3.03	960	0	960	0	960	0
SUPERINTENDENT	1.02	960	0	960	0	960	0
	2.02	960	0	960	0	960	0

Part E NTPS Traineeship and NTPS School-Based Traineeship

Salary rates in this Part effective 01.07.2021.

Note 1: The 96% and 92% annual salary rates in the tables below are applicable to trainees employed in administrative positions in NTPS schools. This compensates for the fact that these are trainees working in schools where eligible employees are only required to attend for work when the school is open to accept students.

Note 2: Salary progression requirements apply to Salary Levels A, B and C as set out in Schedule 9.

Minimum rates for a NON-ADULT (under 21 years) trainee undertaking AQF Certificate Level I - III Traineeship

Salary Level A*	Highest year of schooling completed								
	Year 10			Year 11			Year 12		
	\$ per annum	96%	92%	\$ per annum	96%	92%	\$ per annum	96%	92%
School Leaver	18,107	17,383	16,658	19,938	19,140	18,343	23,751	22,801	21,851
Plus 1 year out of school	19,938	19,140	18,343	23,751	22,801	21,851	27,643	26,537	25,432
Plus 2 years	23,751	22,801	21,851	27,643	26,537	25,432	32,166	30,879	29,593
Plus 3 years	27,643	26,537	25,432	32,166	30,879	29,593	36,830	35,357	33,884
Plus 4 years	32,166	30,879	29,593	36,830	35,357	33,884			
Plus 5 years of more	36,830	35,357	33,884						

Salary Level B*	Highest year of schooling completed								
	Year 10			Year 11			Year 12		
	\$ per annum	96%	92%	\$ per annum	96%	92%	\$ per annum	96%	92%
School Leaver	18,107	17,383	16,658	19,938	19,140	18,343	23,110	22,186	21,261
Plus 1 year out of school	19,938	19,140	18,343	23,110	22,186	21,261	26,584	25,521	24,457
Plus 2 years	23,110	22,186	21,261	26,584	25,521	24,457	31,180	29,933	28,686
Plus 3 years	26,584	25,521	24,457	31,180	29,933	28,686	35,562	34,140	32,717
Plus 4 years	31,180	29,933	28,686	35,562	34,140	32,717			
Plus 5 years of more	35,562	34,140	32,717						

Salary Level C*	Highest year of schooling completed								
	Year 10			Year 11			Year 12		
	\$ per annum	96%	92%	\$ per annum	96%	92%	\$ per annum	96%	92%
School Leaver	18,107	17,383	16,658	19,938	19,140	18,343	23,110	22,186	21,261
Plus 1 year out of school	19,938	19,140	18,343	23,110	22,186	21,261	26,021	24,980	23,939
Plus 2 years	23,110	22,186	21,261	26,021	24,980	23,939	29,072	27,909	26,746
Plus 3 years	26,021	24,980	23,939	29,072	27,909	26,746	32,380	31,085	29,790
Plus 4 years	29,072	27,909	26,746	32,380	31,085	29,790			
Plus 5 years of more	32,380	31,085	29,790						

Minimum rates for NON ADULT (under 21 years) trainee undertaking AQF Certificate Level IV Traineeship

Salary Level A*	Highest year of schooling completed								
	Year 10			Year 11			Year 12		
	\$ per annum	96%	92%	\$ per annum	96%	92%	\$ per annum	96%	92%
School Leaver	18,796	18,044	17,292	20,695	19,867	19,039	24,654	23,668	22,682
Plus 1 year out of school	20,695	19,867	19,039	24,654	23,668	22,682	28,692	27,544	26,397
Plus 2 years	24,654	23,668	22,682	28,692	27,544	26,397	33,387	32,052	30,716
Plus 3 years	28,692	27,544	26,397	33,387	32,052	30,716	38,228	36,699	35,170
Plus 4 years	33,387	32,052	30,716	38,228	36,699	35,170			
Plus 5 years of more	38,228	36,699	35,170						

Salary Level B*	Highest year of schooling completed								
	Year 10			Year 11			Year 12		
	\$ per annum	96%	92%	\$ per annum	96%	92%	\$ per annum	96%	92%
School Leaver	18,796	18,044	17,292	20,695	19,867	19,039	23,986	23,027	22,067
Plus 1 year out of school	20,695	19,867	19,039	23,986	23,027	22,067	27,596	26,492	25,388
Plus 2 years	23,986	23,027	22,067	27,596	26,492	25,388	32,364	31,069	29,775
Plus 3 years	27,596	26,492	25,388	32,364	31,069	29,775	36,913	35,436	33,960
Plus 4 years	32,364	31,069	29,775	36,913	35,436	33,960			
Plus 5 years of more	36,913	35,436	33,960						

Salary Level C*	Highest year of schooling completed								
	Year 10			Year 11			Year 12		
	\$ per annum	96%	92%	\$ per annum	96%	92%	\$ per annum	96%	92%
School Leaver	18,796	18,044	17,292	20,695	19,867	19,039	23,986	23,027	22,067
Plus 1 year out of school	20,695	19,867	19,039	23,986	23,027	22,067	27,012	25,932	24,851
Plus 2 years	23,986	23,027	22,067	27,012	25,932	24,851	30,178	28,971	27,764
Plus 3 years	27,012	25,932	24,851	30,178	28,971	27,764	33,611	32,267	30,922
Plus 4 years	30,178	28,971	27,764	33,611	32,267	30,922			
Plus 5 years of more	33,611	32,267	30,922						

Minimum rates for ADULT trainee undertaking AQF Certificate Level I - III Traineeship

	First year of Traineeship			Second year of Traineeship			Third year of Traineeship		
	\$ per annum	96%	92%	\$ per annum	96%	92%	\$ per annum	96%	92%
Salary Level A*	36,830	35,357	33,884	38,228	36,699	35,170	39,678	38,091	36,504
Salary Level B*	35,562	34,140	32,717	36,913	35,436	33,960	38,316	36,783	35,251
Salary Level C*	32,380	31,085	33,357	33,611	32,267	30,922	34,889	33,493	32,098

Minimum rates for ADULT trainee undertaking AQF Certificate Level IV Traineeship

An adult trainee who is undertaking an AQF Certificate Level IV Traineeship shall receive the following salary as applicable based on the allocation of AQF Certificate Level III qualifications Level (e.g. A, B or C)

	First year of Traineeship			Second and subsequent years of Traineeship		
	\$ per annum	96%	92%	\$ per annum	96%	92%
Salary Level A*	38,259	36,729	35,198	39,741	38,151	36,562
Salary Level B*	36,913	35,436	33,960	38,322	36,789	35,256
Salary Level C*	33,590	32,246	30,903	34,858	33,464	32,069

NTPS School Based Traineeships Minimum Rates

	Year 11 or lower	Year 12
Per hour rate Level A, B and C	\$11.42	\$12.59
Per annum rate Level A, B and C	\$21,894	\$24,137

Allocation of Traineeships to Salary Levels

The salary levels applying to training packages and their AQF certificate levels are:

Salary Level A

NTPS Traineeship	AQF Certificate Level
Business Services	I, II, III
Civil Construction	III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Electricity Supply Industry -Transmission, Distribution and Rail Sector	II
Electricity Supply Industry - Generation Sector	II
Electrotechnology	I, II
Financial Services	I, II, III
Food Processing Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Museum, Library and Library/Information Services	II, III
Public Safety	III
Public Sector	II, III
Telecommunications	II, III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

Salary Level B

NTPS Traineeship	AQF Certificate Level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Automotive Industry Retail, Service and Repair	I, II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Fitness Industry	III
Food Processing Industry	I, II
Furnishing	I, II, III
Health	II, III
Local Government (Operational Works)	I, II
Outdoor Recreation Industry	I, II, III
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Sport Industry	II, III
Transport and Logistics	I, II
Water Industry	I, II

Salary Level C

NTPS Traineeship	AQF Certificate Level
Agri-Food	I
Amenity Horticulture	I, II, III
Conservation and Land Management	I, II, III
Rural Production	I, II, III
Seafood Industry	I, II, III

Schedule 12 Supported Wage System

1. Workers Eligible for a Supported Wage

This schedule defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

2. Definitions

In this schedule:

- (a) **approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- (b) **assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
- (c) **disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (d) **relevant minimum wage** means the minimum rate of pay prescribed in this Agreement for the class of work for which an employee is engaged. See Schedule 11 –Part A Salaries.
- (e) **supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Commonwealth Government's 'Supported Wage System Handbook'. The Handbook is available from the following website: www.jobaccess.gov.au
- (f) **SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

3. Eligibility Criteria

- 3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

4. **Supported Wage Rates**

- 4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity – clause 5	Relevant Minimum Wage
%	%
10*	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- 4.2 Provided that the minimum amount payable must be not less than the Special National Minimum Wage 2 as varied each year.
- 4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

5. **Assessment of Capacity**

- 5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the supported wage system by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- 5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

6. **Lodgement of SWS Wage Assessment Agreement**

- 6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the FWC.
- 6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which is covered by this Agreement is not a party to the assessment, and where required by the employee, the assessment will be referred by the FWC to the union by certified mail and the agreement will take effect unless an objection is notified to FWC within 10 working days.

7. Review of Assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

8. Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement on a pro rata basis.

9. Workplace Adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

10. Trial Period

- 10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 10.3 The minimum amount payable to the employee during the trial period must be no less than the Special National Minimum Wage 2 as varied each year.
- 10.4 Work trials should include induction or training as appropriate to the job being trialled.
- 10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 5 of this Schedule.

SIGNATORIES to the Northern Territory Public Sector 2021 - 2025 Enterprise Agreement



Name: Vicki Telfer PSM
Commissioner for Public Employment
Address: GPO BOX 4371 DARWIN NT 0801
Dated: 22 / 2 / 22



Name: NGAREE AH KIT
Speaker of the Legislative Assembly
(in the capacity of Commissioner for employees of
the Department of the Legislative Assembly)
Address:
Dated: 22/02/2022

.....
Community and Public Sector Union
Name:
Position:
Address:
Dated: / /

Signed as a Bargaining Representative of employees covered by this Agreement

.....
United Workers Union
Name:
Position:
Address:
Dated: / /

Signed as a Bargaining Representative of employees covered by this Agreement



.....
Association of Professional Engineers, Scientists and Managers, Australia

Name:
Position:
Address:
Dated: / /

Signed as a Bargaining Representative of employees covered by this Agreement

.....
Australian Manufacturing Workers Union

Name:
Position:
Address:
Dated: / /

Signed as a Bargaining Representative of employees covered by this Agreement

.....
Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union

Name:
Position:
Address:
Dated: / /

Signed as a Bargaining Representative of employees covered by this Agreement

.....
Transport Workers' Union of Australia

Name:
Position:
Address:
Dated: / /

Signed as a Bargaining Representative of employees covered by this Agreement

A. Lampe

.....
Australian Education Union

Name: *Adam Lampe*
Position: *Branch Secretary*
Address: *Unit 3/8 Totem Rd, Coconut Grove 0810*
Dated: *22/04 2022*

.....
The Australian Nursing and Midwifery Federation

Name:

Position:

Address:

Dated: / /

Signed as a Bargaining Representative of employees covered by this Agreement



