

PROPOSED

Northern Territory Public Sector

2025 - 2029

Enterprise Agreement

EXPLANATORY NOTES

**THIS DOCUMENT REFLECTS THE CHANGES IN THE PROPOSED
AGREEMENT COMPARED WITH THE CURRENT AGREEMENT**

Introduction

- i. Reference to the 'current agreement' means the *Northern Territory Public Sector 2021 - 2025 Enterprise Agreement* (ID AE515498) and reference to the 'new agreement' means the proposed Northern Territory Public Sector 2025 - 2029 Enterprise Agreement.
- ii. References to the 'NTPS' means the Northern Territory Public Sector.
- iii. References to the 'Modern Award' means the NTPS Modern Enterprise Award 2016.
- iv. Technical changes have been made throughout the new Agreement that are not included in the explanatory notes, including;
 - a. the current agreement has been reformatted and reorganised into new parts that collate related entitlements or subject matter;
 - b. adopting gender neutral language and plain English language, where appropriate, without affecting entitlements or conditions;
 - c. changes to address grammar, punctuation and clause numbering updates.
- v. This document is in numerical order of the clause numbers under the new Agreement. Unless specified otherwise, the explanatory notes are referring to the new Agreement clauses. An explanation of how the provision or entitlement has translated from the current agreement to the new Agreement is included.
- vi. Clause numbers vary from the current agreement due to the removal of some clauses, introduction of new clauses and reorganisation of existing clauses and schedules.
- vii. Legislation referenced in the new Agreement can be accessed on the following webpages:

Commonwealth: www.legislation.nt.gov.au

Northern Territory: www.legislation.gov.au/Home
- viii. Public Sector Employment and Management By-laws, Employment Instructions and Determinations can be accessed on the Office of the Commissioner for Public Employment webpage: <https://ocpe.nt.gov.au/employment-law>.

Further information on the proposed new Agreement

If you would like further information on the new Agreement, please contact the Employee Relations unit in the Office of the Commissioner for Public Employment on telephone **08 8999 4282**.

The Structure

The new Agreement contains 9 Parts and 12 Schedules as follows:

Part	Title	Clause Numbers
Part 1	APPLICATION AND OPERATION OF AGREEMENT	1 - 9
Part 2	OBJECTIVES AND PRINCIPLES	10 - 19
Part 3	COMMUNICATION AND CONSULTATION	20 - 23
Part 4	FLEXIBLE WORK (WORK LIFE BALANCE)	24 -27
0	EMPLOYMENT RELATIONSHIP	28 - 34
Part 6	REMUNERATION	35 - 42
Part 7	ALLOWANCES	43 - 54
Part 8	HOURS OF WORK - application	55
	HOURS OF WORK – Division 1 – General	56 - 65
	HOURS OF WORK – Division 2 – Day Workers (non-shiftworkers)	66 – 68
	HOURS OF WORK – Division 3 – Shiftworkers	69 – 75
Part 9	LEAVE	76 – 105

Schedule	Title	Clause Numbers
Schedule 1	The Community Public Sector Union Provisions	1 - 8
Schedule 2	Construction and Maintenance Employee's Provisions	
	PART A – Construction and Maintenance	1 - 13
	PART B – Communications, Electronics and Radio	14 - 17
	PART C – Preserved Entitlements for Port Service Workers	18 - 22
Schedule 3	Department of Health Employees – United Workers Union Provisions	1 - 16
Schedule 4	General Employees – United Workers Union Provisions	1 - 7
Schedule 5	Professional (P1) Engineer Provisions	1 - 2
Schedule 6	Transport Workers' Union Provisions	1 - 6
Schedule 7	Drafting Supervisory Technical and Other Employee Provisions	1 - 6
Schedule 8	Senior Correctional Officer Provisions	
	PART A – Senior Correctional Officers	1 - 26
	PART B – Senior Correctional Officers	1 - 30
Schedule 9	NTPS Traineeships, Apprenticeships and Graduate Trainees	1 - 9
Schedule 10	Northern Territory Public Sector Redeployment and Redundancy Provisions	1 - 10
Schedule 11	Salaries and Allowances	
	PART A – Salaries	
	PART B – Work Related Allowances	
	PART C – Expense Related Allowances	
	PART D – NT Allowance	
	PART E – NTPS Traineeships and NTPS School-based Traineeships	

Parts 1 to 9 – Changes Explained

Part 1 Application and Operation of Agreement

1. **Title**

The title has been changed to Northern Territory Public Sector 2025 – 2029 Enterprise Agreement.

2. **National Employment Standards**

There is no change to this clause.

3. **Parties covered by this Agreement**

The Australian Education Union has been updated to the Australian Education Union, Northern Territory Branch.

The Australian Manufacturing Workers' Union has been updated to the Australian Manufacturing Workers' Union, Northern Territory Branch.

The Agreement has been updated to include the 2 new unions, the Health Services Union and the Construction, Forestry and Maritime Union of Australia, Northern Territory Branch.

4. **Definitions**

A minor change to put definitions in alphabetical order.

5. **Period of Operation**

This clause has been changed to reflect the nominal expiry of the new Agreement to be 10 August 2029.

6. **Purpose and Operation of Schedules**

This clause sets out the relationship between the parts and schedules in the event of any inconsistency between them or the application of a particular part to a schedule.

Under this clause Schedule 9 has been updated that provides parts 1 to 9 will prevail over any inconsistencies and Schedule 8 has been updated to provide which parts of the Agreement will prevail over Schedule 8.

7. **Relationship with the PSEM Act**

Subclause 7.2 has been updated to clarify that, subject to subclause 7.3, the new agreement will be read in conjunction with the PSEM Act, with the new agreement prevailing over the PSEM Act to the extent of any inconsistency. Subclause 7.2 in the current agreement didn't clarify this subjection.

There is a new subclause 7.3 that states the Commissioner may issue determinations under section 14 of the PSEM Act that are inconsistent with the new agreement provided employees are better off overall.

There is a new subclause 7.4 that enables the Commissioner to issue Determinations with retrospective terms and conditions, provided employees are better off overall.

Subclause 7.5 (subclause 7.3 in the current agreement) has been updated to include By-law 8, Long Service leave, in the new agreement. All By-laws relating to leave entitlements are now included in the new agreement.

Subclause 7.6 (sub-clause 7.4 in the current agreement) has been updated to reinstate the Commissioner's power to vary conditions in the PSEMA By-laws and Determinations without needing agreement from affected parties. The provision maintains that the Commissioner must consult with the affected parties.

8. No Extra Claims

There is no change to this clause.

9. Negotiations for Replacement Agreement

There is no change to this clause.

Part 2 Objectives and Principles

10. Objectives of Agreement

Subclause 10.3 has been updated to provide that the Employer commits to consult with the affected parties should there be any proposals to vary current or future employee rights or entitlements.

11. Safe and Healthy Work Environment

Subclause 11.4 has been updated to provide all reasonably practicable steps will be taken to prevent and address psychosocial risks in the workplace and a commitment to support the establishment of committees and/or workgroups, including Health and Safety Representatives in accordance with Employment Instruction 11.

12. Support and Wellbeing - Employee Assistance Program

This clause has been updated to clarify that employees accessing approved Employee Assistance Providers will be granted reasonable travel and attendance time without deduction from any leave entitlements.

13. Productivity and Efficiency

There is no change to this clause.

14. Workloads

Subclause 14.9 has been enhanced; management are now required to acknowledge receipt of the employees concerns within 7 days. Currently management are only required to provide a written response within a timely manner.

15. Training and Development

There is no change to this clause.

16. Performance Planning and Development Review

Subclause 16.1 has been updated to ensure all employees will undertake an annual performance, planning and development review process.

17. **Management of Unsatisfactory Performance and Disciplinary Proceedings**

This new clause provides the framework where it has been identified that there may be inability or unsatisfactory performance concerns, and it is appropriate to commence a disciplinary process. An employee must be provided natural justice throughout any unsatisfactory performance or disciplinary process, with grievance and appeal rights under the PSEM Act.

18. **Right to Disconnect**

This new clause is consistent with changes to the *Fair Work Act 2009* (Cth) and the Modern Award. It ensures employees have the right to refrain from work-related communications and activities outside of working hours.

19. **Diversity and Disability in the Workplace**

This is a new clause that emphasises the NTPS' commitment to supporting sector wide diversity and inclusion strategies that reflects the skills, identities, talents and capabilities of all people including those with disabilities, from culturally and linguistically diverse backgrounds, and senior employees across all departments.

Part 3 Communication and Consultation

20. **Consultative Committees**

This is clause 17 in the current agreement. There is no change to this clause.

21. **Management of Change**

This is clause 18 in the current agreement. This clause has been updated, reformatted and simplified in line with changes to the *Fair Work Act 2009* (Cth).

Subclause 21.7 (subclause 18.7 in the current agreement) clarifies that CEO's must discuss with relevant employees the effect the change is likely to have, provide measures to avoid or reduce adverse effects on employees and provide reasons or justification for the change.

22. **Dispute Settling Procedures**

This is clause 19 in the current agreement and has had minor updates to include the new enterprise agreement name and modernise wording to the clause.

23. **Union and Workplace Delegates Rights**

This is clause 20 in the current agreement. The title of this clause has been updated to include workplace delegates.

The inclusion of subclause 23.1(d) now requires employees, to provide written notice to the employer if they cease to be a workplace delegate.

Satisfactory evidence requirements under subclause 23.2(d)(i) (subclause 20.2(d)(i) in the current agreement) must now be provided within 7 days of completing any union training.

There is a new subclause 23.2(e), requiring the employer to advise workplace delegates within 2 weeks of the date of any training whether the employee has been approved to

access paid time during normal working hours to attend the training. This approval cannot be unreasonably withheld. This is to reflect changes to the Modern Award.

Access to a lockable cabinet has been included as part of reasonable access to agency facilities under subclause 23.4(d)(iv) (subclause 20.4(d)(iv) in the current agreement).

To reflect changes to the Modern Award, subclause 23.4(e) has been added, clarifying the employer is not required to provide access to a workplace facility if the workplace does not have the facility or if the employer does not have access to the facility.

Part 4 Flexible Work (Work Life Balance)

24. Flexible Work – General Principles and Requirements

This is clause 21 in the current agreement. This clause has been improved to include that flexible work arrangements will be considered on a case-by-case basis and considered favourably, subject to the reasonable business grounds set out in the Agreement.

25. Individual Flexibility Arrangements

This is clause 22 in the current agreement. This clause has been revised and reformatted consistent with changes to the *Fair Work Act 2009* (Cth).

New subclause 25.2 details the conditions the employer must abide by if they wish to initiate the making of an individual flexibility arrangement. These include, providing the proposal in writing to the employee, ensuring the employee understands the proposal and meeting with the employee to discuss the proposal if the employee requests to do so.

Subclause 25.5 (subclause 22.3 in the current agreement) now includes 2 further requirements; that the individual flexibility arrangement include the name of the employer and employee and that it describes how the arrangement can be terminated.

New subclause 25.8 specifies that the termination of an arrangement be per subclause 25.7 with cessations effective at the end of the notice period.

New subclause 25.10 determines that clause 22 (Dispute Settling Procedures) applies to disputes raised under this clause.

26. Variation to Working Arrangements for Groups of Employees

This is clause 23 in the current agreement. There is no change to this clause.

27. Flextime Scheme for Non-Shiftworkers

This is clause 24 in the current agreement. Minor changes have been made to this clause to make it clear that flextime is available to all employees, except shiftworkers or employees who work on a roster, and that it must meet both employee work life balance and operational requirements. Minimum and maximum debits and credits (including the maximum able to be carried forward) have been moved into this clause.

Part 5 Employment Relationship

28. Types of Employment

This is clause 25 in the current agreement. There is no change to this clause.

29. Full-time Employment

This is clause 26 in the current agreement. This clause reflects that current Port Service Workers work 37.5 hours per week.

30. Part-time Employment

This is clause 27 in the current agreement. There is no change to this clause.

31. Fixed-period Employment

This is a new clause that reflects the amendments to the *Fair Work Act 2009* (Cth) regarding fixed period employment contracts entered into on or after 6 December 2023. Fixed period contracts can no longer be more than 2 years in length, nor can consecutive contracts total more than 2 years or 2 contracts if the contracts are substantially similar with the exception of those matters referred to in section 333F of the *Fair Work Act 2009* (Cth).

32. Casual Employment

This is clause 28 in the current agreement. This clause has been updated in line with Determination 5 of 2022 to include the provision that the superannuation guarantee will apply where less than 3 hours are worked provided there is no overtime payment, and the hours are actually worked.

33. Employment Security

This is clause 30 in the current agreement. This clause has been updated, removing the provision that enables employees to remain on the Redeployment Database for up to 2 years. Wording in this clause has also been updated to clarify no job losses will arise directly from the implementation of the new agreement.

34. Redeployment and Redundancy

This is clause 31 in the current agreement. There is no change to this clause.

Part 6 Remuneration

35. Salaries and allowances

This is clause 32 in the current agreement. Two new subclauses have been added.

Sub-clause 35.3 outlines how the new salary and income related allowances will be increased by 3% each year for 4 years.

Subclause 35.6 has been added that provides a 3.4% allowance for shiftworkers working a 38-hour week.

The updated clause replaces the annual lump sum payments in the current agreement. Employees will receive an annual 3% salary increase instead.

The clause also clarifies that payment of the salary and allowance increases in this Agreement (including any back payments that might apply) shall only be payable to employees who are employed from the commencement of this Agreement.

36. Increments

This is clause 35 in the current agreement. Minor changes to formatting have been made to this clause.

37. Pay Progression for Senior Officers

This is clause 36 in the current agreement. There is no change to this clause.

38. Professional Incentives

This is clause 37 in the current agreement. Significant enhancements have been made to this clause.

Subclause 38.2 (subclause 37.2 in the current agreement), the Professional Excellence Status Scheme (PES), will be available to Professional 2 employees who have been at the highest salary increment for 2 years. This scheme has been broadened by providing additional criteria and a new 5% allowance category that allows CEOs to pay a 5% or 10% allowance for a period of 2 years.

The Professional Development Allowance (PDA) has been enhanced by reducing the current period to receive the higher rate from 5 years to 3 years. The allowance rates have also been increased from \$703 to \$803 for employees with 1 to 3 years of service and from \$1551 to \$1951 for employees with 3 years of service or more; taking effect from 1 January 2026. Where an employee hasn't completed 12 months continuous service on 1 January each year, but has 6 months or more continuous service, they may receive 50% of the PDA allowance.

The new subclause 38.5 details a new professional incentive allowance that provides employees in the Professional stream with 12 months of service or more at the top of the range from the commencement of the Agreement an allowance ranging from \$850 to \$1850.

39. Technical Employee Incentives

This is clause 38 in the current agreement. This clause has had significant enhancements, introducing a new Technical Recognition Scheme that allows Technical employees at the top increment of the T2 level through to the T6 classification the ability to apply for a 5% allowance that recognises a number of criteria's including, significant high level of performance.

40. Superannuation

This is clause 41 in the current agreement. There is no change to this clause.

41. Salary Sacrifice

This is clause 42 in the current agreement. References to super contributions being made into an NTGPASS fund have been removed as employees now contribute into an accumulation account of their choosing.

The clause has been amended to remove the reference to age-based limits on salary sacrificing as these ceased in 2017.

References to the Australian Taxation Office have been replaced with the correct authority being the Commissioner of Taxation.

42. **Integrity of payments**

This is clause 43 in the current agreement. There is no change to this clause.

Part 7 Allowances

43. **Allowance rates**

This is clause 44 in the current agreement. There is no change to this clause.

44. **Higher Duties Allowance**

This is clause 45 in the current agreement. There is no change to this clause.

45. **Remote Localities**

This is clause 46 in the current agreement. There is no change to this clause.

46. **Remote Localities Review**

This is a new clause that details the Employers commitment to conducting a review on the terms, conditions and entitlements of remote localities to assist with attraction and retention.

47. **Community Language Allowance**

This clause has been reviewed and updated to provide the outcomes outlined in Determination 5 of 2024. These included an increase to the allowance amount and a new two-tier allowance.

48. **Excess Travel Time**

This is clause 49 in the current agreement. This clause has been updated to allow the CEO to approve the payment of excess travel time above the AO4 barrier to the maximum AO6 salary at single time for employees that undertake excess travel.

49. **Allowances for Travelling on Duty**

This is clause 50 in the current agreement. There is no change to this clause.

50. **Relocation Expenses on Employment or Transfer**

This is clause 51 in the current agreement. There is no change to this clause.

51. **Overtime Meal Allowance**

This is clause 52 in the current agreement. There is no change to this clause.

52. **Loss or Damage to Clothing or Personal Effects**

This is clause 53 in the current agreement. There is no change to this clause.

53. **Attraction and Retention Allowance Katherine and Alice Springs**

This is a new clause that provides an attraction and retention allowance of \$1750 to employees based in Katherine and Alice Springs who have 12 months continuous service in either location. Part-time employees will be entitled to the allowance on a pro-rata basis. Employees already in receipt of an attraction and retention allowance will not be eligible.

54. **Preserved Entitlements for Long-term Employees**

There is no change to this clause.

Part 8 Hours of Work

55. **Application**

There is no change to this clause.

Division 1 - General

56. **Hours of Work**

This clause has been updated to include 37.5 hours for Port Service Workers. The hours of duty for each schedule have been removed as it is not deemed necessary, all schedules are either 36.75, 37.5 or 38 hours per week.

57. **Meal Breaks**

Clause updated to clarify that employees shall be granted reasonable unscheduled short tea breaks during work hours to refresh and ensure safe systems of work.

58. **Averaging Hours**

Clause updated to clarify employee's ordinary hours of work shall be 36.75, 37.5 or 38 hours per week, or an average of 36.75, 37.5 or 38 hours per week over a cycle of 12 weeks.

59. **Additional Hours and Overtime**

This clause has been enhanced providing for employees at the Professional 3 level to receive overtime (currently in a Determination) and will allow CEOs to approve overtime above the AO6 barrier, including up to the Senior Administrative Officer 2, Senior Professional 2 and Technical 6 levels, after considering exceptional circumstances.

The reference to overtime being calculated to the nearest quarter of an hour has been removed to reflect that overtime is paid for the actual time worked.

The formula on how overtime is calculated has been updated to make it easier to read.

60. **Time Off in Lieu of Overtime Payment**

Subclause 60.4 has been removed as it not being applied. This provides that the employer may, instead of paying double time for overtime for working a full day on a Sunday, provide it at single time if they are able to give the employee a day off the following week.

61. **Emergency Duty**

There has been no change to this clause.

62. **Restrictive Duty**

This provision has been tidied up to include the groups of employees in Schedule 1 (Child Protection Practitioners, Senior Child Protection Practitioners, Allied Health Social Workers in the Department of Health, Adult Guardianship Officers and Social Workers, Sexual Assault Social Workers and Sexual Assault Counsellors in the Sexual Assault Referral Clinic (SARC)) that receive different restrictive duty rates.

Schedules that reference the conditions in other Schedules have been removed to harmonise restrictive duty with the exception of Schedule 1.

Restrictive duty has been enhanced to provide employees at the Professional 3 level to receive restrictive duty (currently in a Determination) and will allow CEOs to approve restrictive duty above the AO6 barrier, including up to the Senior Administrative Officer 2, Senior Professional 2 and Technical 6 levels, after considering exceptional circumstances.

The formula on how overtime is calculated has been updated to make it easier to read.

63. **Saturday Duty**

There is no change to this clause.

64. **Sunday Duty**

Subclause 64.2 has been removed as an employee who undertakes extra duty on a Sunday is entitled to be paid overtime and overtime provisions under clause 59 will apply.

65. **Rest Relief**

This is clause 66 in the current agreement. Updates have been made to the references of the Schedules, there is no change to the intent of this clause.

Division 2 - Day Workers (non-shiftworkers)

66. **Definition – Day worker**

This is clause 67 in the current agreement. There is no change to this clause.

67. **Span of Hours**

This is clause 68 in the current agreement. There is no change to this clause.

68. **Overtime (Day worker)**

This is clause 69 in the current agreement. This clause has been tidied up so that all the Schedules with the same conditions are grouped together.

Division 3 - Shiftworkers

69. Definition - Shiftworker

This is clause 70 in the current agreement. There is no change to this clause.

70. Hours and Cycle of Shifts

This is clause 71 in the current agreement. There is no change to this clause.

71. Rosters

This is clause 72 in the current agreement. There is no change to the intent of this clause. Minor edits have been made to tidy up references to the Schedules.

72. Shiftwork Penalty Rates

This is clause 73 in the current agreement. The references to the Schedules have been updated to include the clause definitions.

The reference to shiftwork penalties being calculated to the nearest quarter of an hour has been removed to reflect that shiftwork penalties are paid for the actual time worked.

73. Public Holiday Duty and RDOs (shiftwork)

This is clause 74 in the current agreement. This clause has been updated to merge clause 65 and 74 as the wording was very similar with no material change to the entitlement.

74. Overtime (shiftwork)

This is clause 75 in the current agreement. Edits have been made in line with improvements from the Shiftworker review, and consolidated common schedules. Improvements included all overtime to be paid at double time.

The clause has been tidied up so that all the Schedules with the same conditions are grouped together.

75. Recreation Leave and Shiftwork Penalties

This is clause 76 in the current agreement. There is no change to this clause.

Part 9 Leave

76. Personal Leave

This is clause 78 in the current agreement. Significant improvements have been made to this clause.

This clause clarifies employees can use personal leave to attend a medical appointment for preventative care, surgical procedures or to discuss health issues for either themselves or to provide care or support for their immediate family or household.

Documentation requirements for attending a medical appointment is a certificate of attendance either from the registered health practitioner or a person who works for the

registered health practitioner and will also be accepted for a medical appointment to support an immediately family or household member.

The clause also entitles employees to reasonable travel time to attend the appointment along with reasonable time to attend the medical appointment.

A note has also been added stating employees accessing personal leave without documentary evidence must only access it in accordance with clause 76.1.

77. Infectious diseases leave

This is clause 79 in the current agreement. There is no change to this clause.

78. Compassionate Leave

This is clause 80 in the current agreement. There is no change to this clause.

79. Cultural and Ceremonial Leave

This is clause 81 in the current agreement. There is no change to this clause.

80. NAIDOC Week Leave

This is clause 82 in the current agreement. There is no change to this clause.

81. Kinship Obligation Leave

This is clause 83 in the current agreement. There is no change to this clause.

82. Domestic, Family and Sexual Violence Leave

This is clause 84 in the current agreement. There is no change to this clause.

83. Foster and Kinship Carers leave

This is clause 85 in the current agreement. There is no change to this clause.

84. Recreation Leave

This is clause 86 in the current agreement. The new subclause 84.1 determines that this clause does not apply to Port Service Workers receiving the Preserved Entitlements for Port Service Workers under Schedule 2.

Subclause 84.3 (subclause 86.2 in the current agreement) now includes a note containing the definition of a shiftworker, making it clear that shiftworkers must be rostered to work under this definition to be entitled to the extra paid week of recreation leave in subclause 84.3(iii).

85. Recreation Leave at Half Pay

This is clause 87 in the current agreement. There is no change to this clause.

86. Recreation Leave Loading

This is clause 88 in the current agreement. There is no change to this clause.

87. **Flexible Lifestyle (Purchased) Leave**
- This is clause 89 in the current agreement. There is no change to this clause.
88. **Christmas Closedown**
- This is clause 90 in the current agreement. There is no change to this clause.
89. **Long Service Leave**
- This is clause 91 in the current agreement. By-law 8 of the PSEM Act, Long Service Leave, has been moved into the new agreement. This is to create consistency as all other leave related by-laws are in the new Agreement.
90. **Parental Leave**
- This is clause 92 in the current agreement. Subclause 90.8(iv) (subclause 92.8(iv) in the current agreement) has been updated as the current table is difficult to read. The entitlement remains the same.
91. **Public Holidays**
- This is clause 93 in the current agreement. There is no change to this clause.
92. **Leave to engage in voluntary emergency management activities**
- This is clause 94 in the current agreement. This clause has been updated to clarify leave may be approved for prevention, preparation, response or recovery purposes when an emergency event is predicted. The current clause only covers for response and recovery if an emergency event occurs.
93. **Blood Donor and Plasma leave**
- This is clause 95 in the current agreement. This clause has been enhanced to include when an employee donates plasma.
94. **Organ Donor Leave**
- This is a new clause in the agreement that allows employees to participate in the Australian Government's Supporting Living Organ Donors Program. The program provides reimbursement of leave at the National Minimum Wage Rate.
95. **Health Screening Leave**
- This is clause 96 in the current agreement. There is no change to this clause.
96. **Gender Transition Leave**
- This is clause 97 in the current agreement. There is no change to this clause.
97. **Defence Service Leave**
- This is clause 98 in the current agreement. There is no change to this clause.
98. **War Service Leave**
- This is clause 99 in the current agreement. There is no change to this clause.

99. **Grievance and Dispute Resolution Training**

This is clause 100 in the current agreement. There is no change to this clause.

100. **Leave to Attend Industrial Proceedings**

This is clause 101 in the current agreement. There is no change to this clause.

101. **Leave to Attend Arbitration Business**

This is clause 102 in the current agreement. There is no change to this clause.

102. **Emergency Leave**

This is clause 103 in the current agreement. There is no change to this clause.

103. **Release for Jury Service**

This is clause 104 in the current agreement. There is no change to this clause.

104. **Release to Attend as a Witness**

This is clause 105 in the current agreement. There is no change to this clause.

105. **Special Leave Without Pay**

This is clause 106 in the current agreement. There is no change to this clause.

Schedules 1 to 12 – Changes Explained

Schedule	Title	Changes Explained
Schedule 1	The Community Public Sector Union Provisions	<p>References to the Physical 1 Administrative Officer 1 designations have been removed as these classifications were abolished due to the outcome of the classifications review.</p> <p><u>Clause 2 Allowances</u></p> <ul style="list-style-type: none"> • Subclause 2.2 from the current agreement (intermittent motor driving duties) has been removed as there is no classification with a salary less than a Physical 2 following on from the classification review. <p><u>Clause 3 Shiftwork Penalty Payments</u></p> <ul style="list-style-type: none"> • This clause has been updated to reflect the improvements that were an outcome of the shiftworker review. <p><u>Clause 6 Restrictive Duty Child Protection Practitioners</u></p> <ul style="list-style-type: none"> • Subclause 6.1 now includes restrictive duty provisions for Allied Health Social Workers in the Department of Health, Adult Guardianship Officers; and Social Workers; Sexual Assault Social Workers and Sexual Assault Counsellors in the Sexual Assault Referral Clinic (SARC) that were previously provisions provided for in determinations. <p><u>Clause 7 School-based Administrative Employees</u></p> <ul style="list-style-type: none"> • Subclause 7.1 has been updated to remove old redundant wording. • Subclause 7.5 title has been updated to Recreation Leave Loading, as that more accurately reflects the content of the subclause. • Subclause 7.5(b)(iv) has been removed as the wording is outdated. • Subclause 7.5(b)(v) has been moved to subclause 7.5(b)(ii). There has been no change to the entitlement. <p><u>Clause 8 Conditions of Advancement</u></p> <ul style="list-style-type: none"> • Subclause 8.1 in the current agreement has been removed as it is a restrictive provision preventing a Technical 1 employee from advancing beyond increment 4 without CEO approval. • Subclause 8.2 in the current agreement has been removed as there are no Stock Inspector positions in the NTPS at the T1 to T2 level. • Subclause 8.3 in the current agreement has been removed as there are no Surveying Assistants employed in the Technical 1 classification.

Schedule	Title	Changes Explained
		<ul style="list-style-type: none"> • Subclause 8.5 in the current agreement has been removed as there are no Music Instructors employed at the AO2 classification. • Subclause 8.6 in the current agreement has been removed as the AO1 designation was abolished. • Subclause 8.7(b) in the current agreement has been removed as it restricts employees progressing through increments. • Subclause 8.3 (subclause 8.8 in the current agreement) has been updated to contemporise and provide the commencing salary will be increment point 3 of the P1 classification where the employee is admitted to practice and will move to the maximum pay point after 12 months where the CEO is satisfied with performance.
Schedule 2	Construction and Maintenance Employee's Provisions	<p>References to the Physical 1 designation have been removed as the Physical 1 designation has been abolished.</p> <p>A note has been added that the old NTPS Frances Bay Marina Facility Port Service Worker 2018 – 2022 Enterprise Agreement has been grandparented and come under Schedule 2.</p> <p>References to apprentices have been removed from clause 3, with a replacement commitment to consult if Apprentices are engaged. No apprentices have been employed in the NTPS for over 10 years.</p> <p>Clause 4 in the current agreement has been removed as it is very convoluted and restrictive. It provides that the employer may deduct expenses from an employees pay to pay back travelling expenses. Relocation expenses and allowances will be paid in accordance with clause 50 of the new agreement and By-Law 27 and By-Law 28.</p> <p>Subclause 9.5 (Call Back) in the current agreement has been removed as the Restrictive Duty provisions in clause 62 will apply.</p> <p>Clause 10 in the current agreement has been removed as the on call allowance has been harmonised in line with the rest of the new agreement.</p>

Schedule	Title	Changes Explained
		<p>Clause 11 (Sunday and Public Holiday Duty) in the current agreement has been removed as clause 75 of the new agreement provides a more generous provision.</p> <p><u>Clause 9 Notice of Roster Change (Shiftwork)</u></p> <ul style="list-style-type: none"> This is clause 12 in the current agreement. subclause 12.2 has been removed as it is not relevant, it explains that as long as employees work their shifts in the roster the shifts will go ahead as set out in the roster. <p><u>Clause 11 Shiftworker Penalty Rates</u></p> <ul style="list-style-type: none"> This is clause 13 in the current agreement. Definitions have been moved to the top of the clause, with updates to the definition of afternoon and night shift as per the shiftworker review (Determination 1117 of 2023). <p><u>Clause 12 Travelling Time Between Jobs</u></p> <ul style="list-style-type: none"> This is clause 14 in the current agreement. Subclause 14.2 has been removed as travel is not conducted by ship. <p><u>Part C – Preserved Entitlements for Port Service Workers</u> has been included in the Agreement with current employees having their conditions grandparented, and any new Port Service Workers to be employed within the Physical Classifications and covered by Schedule 2.</p>
Schedule 3	Department of Health Employees – United Workers Union Provisions	<p>References to the Physical 1 Administrative Officer 1 designations have been removed as these classifications were abolished due to the outcome of the classifications review.</p> <p><u>Clause 2 Apprentices</u></p> <ul style="list-style-type: none"> References to apprentices have been removed from clause 3, with a replacement commitment to consult if Apprentices are engaged. This is because no apprentices have been employed in the NTPS for over 10 years. <p><u>Clause 3 Employment Categories</u></p> <ul style="list-style-type: none"> Subclause 3.1 in the current agreement has been removed as the Physical 1 classification has been abolished. Subclause 3.8 in the current agreement has been removed as there are no Physical 8 employees employed, and the Sterilisation Department are Technical employees.

Schedule	Title	Changes Explained
		<p><u>Clause 8 Allowances</u></p> <ul style="list-style-type: none"> • Subclause 8.1(a),(b) and (c) in the current agreement have been removed as the allowances are not used and the descriptors of each role are no longer relevant. The duties described under subclause 8.1(a) can only be performed by a registered dentist or specialist. Likewise, the Professional 1 radiographers described in subclause 8.1(c) do not operate CT scanners. • Subclause 8.3(e) in the current agreement has been removed as the allowance is not utilised. Orderly Physical level 2 employees do not drive ambulances. • Subclause 8.6 in the current agreement has been removed as security officers are not employed at the AO2 classification level. • Subclause 8.6 (subclause 8.7 in the current agreement) has been updated to include protective footwear that considers any orthopaedic or medical needs. The reference to an allowance payable for protective clothing has been removed as protective clothing is provided by the Agency. Currently, no allowance is paid for this. <p><u>Clause 9 Hours of Duty – Shiftwork</u></p> <ul style="list-style-type: none"> • This clause has been updated and enhanced in line with the shiftworker review. The definitions of day shift, afternoon shift and nightshift have been updated. • Subclauses 9.3 and 9.4 in the current agreement have been removed as they are defined in subclause 9.1. <p><u>Clause 11 Hours of Duty – Day Workers</u></p> <ul style="list-style-type: none"> • Subclause 11.4 in the current agreement has been removed as the provision is not in use (relates to Kitchen Staff in Tennant Creek Hospital) <p><u>Clause 13 Sunday and Public Holiday Pay</u></p> <ul style="list-style-type: none"> • Subclause 13.1(c) has been updated to state payment will be made based on the actual time worked. <p><u>Clause 16 Conditions of Advancement</u></p> <ul style="list-style-type: none"> • Subclause 17.1(b) has been removed as it is outdated and no longer relevant (Dental Assistant employed with Department of Health and Families as at 14 March 1991)
Schedule 4	General Employees – United Workers Union Provisions	References to the Physical 1 designation have been removed as the Physical 1 designation has been abolished.

Schedule	Title	Changes Explained
		<p><u>Clause 2 Apprentices</u></p> <ul style="list-style-type: none"> References to apprentices have been removed from clause 3, with a replacement commitment to consult if Apprentices are engaged. This is because no apprentices have been employed in the NTPS for over 10 years. <p><u>Clause 4 Allowances</u></p> <ul style="list-style-type: none"> Subclause 4.2(e) (Government House Allowance) has been removed as this was a grandparented arrangement, there are now no employees covered by this arrangement. Subclause 4.2(i) (Security Officer) in the current agreement has been removed as the allowance is not utilised. <p><u>Clause 7 Work Level Standards</u></p> <ul style="list-style-type: none"> Subclause 7.1 in the current agreement has been removed as the Physical 1 classification has been abolished.
Schedule 5	Professional (P1) Engineer Provisions	<p><u>Clause 2 Salary Rates</u></p> <ul style="list-style-type: none"> Subclause 2.1(a) in the current agreement has been removed as this provision is not necessary as Professional 1 engineers require a qualification and can be appointed at the second pay point.
Schedule 6	Transport Workers' Union Provisions	<p>Any references to split shifts throughout the Schedule have been removed as split shifts are not utilised.</p> <p><u>Clause 3 General Conditions</u></p> <ul style="list-style-type: none"> References to clauses 4, 10 and 11 in Schedule 2 in the current agreement have been updated to remove provisions that are restrictive or no longer required. <p><u>Clause 5 Shiftwork (clause 6 in the current agreement)</u></p> <ul style="list-style-type: none"> Subclause 6.4 in the current agreement has been removed as it was updated in subclause 5.6 of the new agreement as part of the enhancements made with the shiftwork review. Subclause 5.6 definitions have been updated with penalty rates added to reflect the shiftworker review. <p><u>Clause 6 Work Level Standards (clause 7 in the current agreement)</u></p> <ul style="list-style-type: none"> This clause in the current agreement has been removed as the Physical 1 classification was abolished.

Schedule	Title	Changes Explained
Schedule 7	Drafting Supervisory Technical and Other Employee Provisions	<p><u>Clause 2 Trainee Technical Employees Rates of Pay</u></p> <ul style="list-style-type: none"> This clause in the current agreement has been removed as the Trainee Technical Employee classification is no longer used and employees will be appointed at the Technical 2 classification. <p><u>Clause 3 Shiftwork Penalty Payments</u></p> <ul style="list-style-type: none"> This is clause 4 in the current agreement. Subclause 3.1 has been updated as a result of the enhancements made in the shiftworker review. Afternoon and night shift penalty payments have been defined along with penalty payments for night shift performed continuously over a period exceeding 4 weeks.
Schedule 8	Senior Leaders Correctional Services	<p>This Schedule has been updated to reflect the new salary structure for Senior Correctional Officers. The Schedule has been broken into Part A (prior to the implementation of the new salary structure) and Part B (post implementation of the new salary structure).</p> <p>Title of Schedule 8 has been updated from Senior Correctional Officers to Senior Leaders Correctional Services.</p> <p><u>Part A – is the original Schedule 8 in the current agreement. It has had provisions updated in the new agreement. Officers will have 12 months from the date of the Agreement to elect to transition from Part A to Part B. All future positions will come under Part B.</u></p> <p>Clause 1 – Application</p> <ul style="list-style-type: none"> The new agreement will replace all long-standing letters, written agreements, internal memoranda, operational practices or industrial arrangements, this is to ensure all employment conditions are fully settled through the new agreement. <p>Clause 3 – Definitions</p> <ul style="list-style-type: none"> Updated definitions from ‘NTCS’ to ‘DoC’ (Department of Corrections) Included the definition of a shiftworker. <p>Clause 4 – New Designations for Leaders</p> <ul style="list-style-type: none"> This is a new clause that replaces the Principal Industries Officer designation with Deputy Superintendent Industries. <p>Clause 5 – Duties</p>

Schedule	Title	Changes Explained
		<ul style="list-style-type: none"> • This is clause 20 in the current agreement and has been updated to refine the wording. Subclause 20.2 has been removed as subclause 5.1 in the new agreement covers any skills, competency or training consistent with custodial work. <p>Clause 6 – Consolidated Responsibility Allowance</p> <ul style="list-style-type: none"> • This is clause 5 in the current agreement. • The allowance has been increased from 25% to 28%. This is a current entitlement under Determination 1070 of 2023 being brought into the new agreement. <p>Clause 7 – Hours of Duty</p> <ul style="list-style-type: none"> • This is clause 6 in the current agreement. • Subclause 7.1 and 7.2 has been added into the clause providing that normal hours of duty for an Officer will be 38 hours over a 28 period and that normal hours shall not exceed an average of 152 hours over a 28 day cycle of shifts. <p>Clause 11 – Time off in lieu of overtime</p> <ul style="list-style-type: none"> • This is clause 14 in the current agreement. • This clause has been enhanced to provide all Officers the opportunity to utilise time off in lieu within 12 months. Previously only Alice Springs Officers were entitled to this provision. <p>Clause 12 – Minimum Notice of Roster Change</p> <ul style="list-style-type: none"> • This is a new clause providing the requirements when it is necessary to change the roster with minimum notice. <p>Clause 13 – Higher Duties</p> <ul style="list-style-type: none"> • This is clause 4 in the current agreement. • Subclause 13.1 provides Officers remaining on Part A will continue to be paid in line with Part A. • Subclauses 4.1 and 4.2 in the current agreement have been removed as it is provided for in the new clause 14. <p>Clause 14 – Pool for Temporary Higher Duties in Custodial Positions</p> <ul style="list-style-type: none"> • This is a new clause. • This clause has replaced subclause 4.1 and 4.2 of the current agreement. • The clause provides that recruitment and selection will be fair and operationally efficient, that there are arrangements for future advancement through training, career development and promotional courses, that expressions of interest will be sought every 12 months, that bulk selection will occur to

Schedule	Title	Changes Explained
		<p>determine a higher duties pool and that Officers who meet eligibility criteria but who do not nominate before the expression of interest closes may still be assessed.</p> <ul style="list-style-type: none"> • This clause clarifies Officers who are permanently promoted are removed from the existing pool but may express interest at a rank above their permanent level. <p>Clause 15 – Consecutive Shifts</p> <ul style="list-style-type: none"> • This clause has been updated to provide no Officer will be rostered to work more than four 12 hour shifts or 48 hours in a 4 day period. <p>Clause 17 – Public Holidays</p> <ul style="list-style-type: none"> • New subclause 17.2 has been added providing that where an where an Officer is required to perform rostered duty each day of the week and a public holiday falls on a day which the Officer is rostered off duty, they will be granted one day’s leave in lieu of the that public holiday within one month after the holiday. This clarifies where an Officer is rostered Monday to Friday, they are not entitled to an additional day in lieu if a Public Holiday falls on a weekend. <p>Clause 18 – Allowances</p> <ul style="list-style-type: none"> • This is clause 15 in the current agreement. • Subclause 15.4 in the current agreement has been removed as the Higher Duties Allowance is covered in clause 13. • New Work Camp allowance recognises an Officers additional responsibility when in charge of a Work Camp. • New Responsibility Allowance provides a higher duties allowance when acting as a Superintendent. This is a current entitlement under Determination 1084 of 2023 being brought into the new agreement. • New Attraction and Retention Allowance for Alice Springs. This is a current entitlement in Determination 1070 of 2023 being brought into the new agreement. <p>Clause 19 – Recreation Leave</p> <ul style="list-style-type: none"> • This is clause 16 in the current agreement • Subclause 19.1 has been updated to clarify that the 7 weeks of recreation leave includes the additional week for working Sundays. • Subclause 19.6 has been expanded to include the cancellation of recreation leave as well as recall.

Schedule	Title	Changes Explained
		<ul style="list-style-type: none"> • Subclause 16.3 and 16.4 in the current agreement have been removed as these provisions are provided for under Part 9, clause 84 of the main Agreement. <p>Clause 22 – Workers Compensation Leave and Entitlements</p> <ul style="list-style-type: none"> • This is a new clause providing that an Officer’s normal weekly earnings shall be maintained for 12 months, or a longer period as allowed the CEO. Officers will maintain weekly earnings and accrual of leave entitlements over 12 months unless reasonable grounds are provided to the Officer in writing. • Officers will also actively engage in sustainable return to work plans. • This clause also provides for how additional leave accruals will be determined. <p>Clause 24 – Capability Framework</p> <ul style="list-style-type: none"> • This is a new clause that provides for the development of capability mapping under the Capability Framework. <p>Clause 25 – Northern Territory Correctional Officers Qualification Guide</p> <ul style="list-style-type: none"> • This is a new clause that provides a commitment to review and update the Qualifications Guide. <p>Clause 26 – Career Progression</p> <ul style="list-style-type: none"> • References to minimum qualifications required to be promoted to a vacant ongoing position have been removed. • Subclause 3.6 in the current agreement has been removed as it is a restrictive provision. <p>Clause 27 – Preserved Entitlements</p> <ul style="list-style-type: none"> • This is clause 23 in the current agreement, previously titled ‘Miscellaneous’. • There has been no change to the entitlements. <p>Clauses that have been removed</p> <ul style="list-style-type: none"> • Clauses 9, 19 and 22 have been removed as the provisions are provided for in the main agreement. <p><u>Part B – This in an opt in model for ongoing Officers who have 12 months to elect to transition. All future positions will come under Part B.</u></p> <p>Clause 1 – Implementation</p> <ul style="list-style-type: none"> • The introduction of a 24/7 roster with a minimum expectation of 18/7 reflects the requirements of the agency. The Commissioner of Corrections will have the discretion to commence the implementation of a new roster and consult with the relevant parties.

Schedule	Title	Changes Explained
		<ul style="list-style-type: none"> • An interim roster will begin on the commencement of the agreement after consultation with the affected parties. • On commencement of the interim roster Part B entitlements will apply. • Officers on the new structure will maintain their current increment point and anniversary date. <p>Clause 2 – Application</p> <ul style="list-style-type: none"> • The new agreement will replace all long-standing letters, written agreements, internal memoranda, operational practices or industrial arrangements, this is to ensure all employment conditions are fully settled through the new agreement. <p>Clause 3 – Coverage</p> <ul style="list-style-type: none"> • Provisions apply to Community Public Sector Union members and NT Senior Prison Officers Association. <p>Clause 4 – Definitions</p> <ul style="list-style-type: none"> • New definitions of composite salary, Core Training Instructor Allowance, on call, shiftworker and wellness allowance; along with updating the name of Northern Territory Correctional Service to the Department of Corrections. <p>Clause 5 – New Designation for Leaders</p> <ul style="list-style-type: none"> • This is a new clause that replaces the Principal Industries Officer designation with Deputy Superintendent Industries. <p>Clause 6 – Superintendent Classification</p> <ul style="list-style-type: none"> • This clause detaches the Superintendent classification from the General Manager position. However, the classification may be deployed to backfill the General Manager, Strategic Capability lead and other high-impact leadership positions; the role will determine the position title. <p>Clause 7 – Duties</p> <ul style="list-style-type: none"> • This is clause 20 in the current agreement and has been updated to refine the wording. Subclause 20.2 has been removed as subclause 7.1 in the new agreement covers any skills, competency or training consistent with custodial work. <p>Clause 8 – Composite Salary</p> <ul style="list-style-type: none"> • Details all the allowances that will be rolled into the total salary package. This includes the Responsiveness Allowance and Public Holidays that fall on an RDO meaning there will be no entitlement to an additional day in lieu.

Schedule	Title	Changes Explained
		<p>Clause 9 – Hours of Duty</p> <ul style="list-style-type: none"> • This is clause 6 in the current agreement. This clause has been rewritten in line with the new Composite Salary. • Hours of duty have been increased to 40 hours per week, the additional 2 hours are incorporated into the Composite Salary. • The new shift rosters in subclause 9.6 through to subclause 9.8 sets out the new requirements when a roster is developed. <p>Clause 10 – Overtime</p> <ul style="list-style-type: none"> • This is clause 11 in the current agreement. • This clause has been updated to reflect that with the introduction of the new Composite Salary, overtime will be based on a percentage of the composite salary payable. <p>Clause 13 – Time Off in Lieu of Overtime</p> <ul style="list-style-type: none"> • This is clause 14 in the current agreement. • This clause has been enhanced to provide all Officers the opportunity to utilise time off in lieu within 12 months. Previously only Alice Springs Officers were entitled to this provision. <p>Clause 14 – Minimum Notice of Roster Change</p> <ul style="list-style-type: none"> • This is a new clause providing the requirements when it is necessary to change the roster with minimum notice. <p>Clause 15 – Higher Duties</p> <ul style="list-style-type: none"> • This is clause 4 in the current agreement. • This clause has been rewritten to reflect that a requirement of 1 minimum shift should be performed to be paid higher duties for that shift. <p>Clause 16 – Pool for Temporary Higher Duties in Custodial Positions</p> <ul style="list-style-type: none"> • This is a new clause. • This clause has replaced subclause 4.1 and 4.2 of the current agreement. • The clause provides that recruitment and selection will be fair and operationally efficient, that there are arrangements for future advancement through training, career development and promotional courses, that expressions of interest will be sought every 12 months, that bulk selection will occur to determine a higher duties pool and that Officers who meet eligibility criteria but who do not nominate before the expression of interest closes may still be assessed.

Schedule	Title	Changes Explained
		<ul style="list-style-type: none"> • This clause clarifies Officers who are permanently promoted are removed from the existing pool but may express interest at a rank above their permanent level. <p>Clause 17 – Consecutive Shifts</p> <ul style="list-style-type: none"> • This clause has been updated to provide no Officer will be rostered to work more than four 12 hours shifts or 48 hours in a 4 day period. • New subclause 17.1(b) provides officers working 10.86 hour shifts won't be rostered more than four 10.86 hours shifts or more than 43.4 hours in a 4 day period. <p>Clause 18 – Meal Breaks</p> <ul style="list-style-type: none"> • This is clause 8 in the current agreement. This clause has been updated setting out what meal breaks will be provided per hours of work performed in a shift. <p>Clause 19 – Public Holidays</p> <ul style="list-style-type: none"> • This is clause 10 in the current agreement. This clause has been updated to provide that payment for being rostered on or off duty on a public holiday is specified in clause 8.1(c). <p>Clause 20 – Allowances</p> <ul style="list-style-type: none"> • This is clause 15 in the current agreement. This clause has been updated in line with the new Composite Salary. A series of new allowances have been introduced: <ol style="list-style-type: none"> 1. New Work Camp allowance recognises an Officers additional responsibility when in charge of a Work Camp. 2. New Responsibility Allowance provides a higher duties allowance when acting as a Superintendent. This is a current entitlement under Determination 1084 of 2023 being brought into the new agreement. 3. New Attraction and Retention Allowance for Alice Springs. This is a current entitlement in Determination 1070 of 2023 being brought into the new agreement. <p>Clause 21 – Recreation Leave</p> <ul style="list-style-type: none"> • This is clause 16 in the current agreement. • Subclause 21.2 has been updated to clarify that the 7 weeks of recreation leave includes the additional week for working Sundays. • Subclause 21.6 has been expanded to include the cancellation of recreation leave as well as recall. <p>Clause 22 – Long Service Leave</p> <ul style="list-style-type: none"> • This is clause 17 in the current agreement.

Schedule	Title	Changes Explained
		<ul style="list-style-type: none"> • Subclause 17.4(i) has been updated to provide an Officer is not required to use their long service leave entitlement where on 7 March 1996 they have accrued 20 years of service. <p>Clause 23 – Personal leave</p> <ul style="list-style-type: none"> • This is clause 18 in the current agreement. • New subclause 17.3 provides an additional 6 hours leave when working 83% of 12 hour shifts; this is consistent with the NTPS Correctional Officer 2021-2025 Enterprise Agreement. <p>Clause 24 – Workers Compensation Entitlements</p> <ul style="list-style-type: none"> • This is a new clause providing that an Officer’s normal weekly earnings shall be maintained for 12 months, or a longer period as allowed by the CEO. Officers will maintain weekly earnings and accrual of leave entitlements over 12 months unless reasonable grounds are provided to the Officer in writing. • Officers will also actively engage in sustainable return to work plans. • The clause also provides for how additional leave accruals will be determined. <p>Clause 25 – Capability Framework</p> <ul style="list-style-type: none"> • This is a new clause that provides for the development of capability mapping under the Capability Framework. <p>Clause 26 – Northern Territory Correctional Officers Qualification Guide</p> <ul style="list-style-type: none"> • This is a new clause that provides a commitment to review and update the Qualifications Guide. <p>Clause 27 – Career Progression and Qualifications</p> <ul style="list-style-type: none"> • This is clause 3 in the current agreement. • Subclause clause 27.3 in the new agreement (subclause 3.4 in the current agreement) provides for CCOs that may have been promoted before the qualifications were introduced. It allows an Officer to be appointed for 2 years, giving them time to obtain the qualification. An Officer will revert to their nominal rank if they have not obtained the qualification within 2 years. <p>Clause 28 – Industries to custodial pathways</p> <ul style="list-style-type: none"> • This is a new clause that provides there will be support for Industry Officers to cross skill into Custodial Operations. <p>Clause 29 – Internal Mobility</p> <ul style="list-style-type: none"> • This is a new clause that provides for the establishment of voluntary expressions of interest for internal transfers.

Schedule	Title	Changes Explained
		<p>Clause 30 – Preserved Entitlements</p> <ul style="list-style-type: none"> • This is clause 23 in the current agreement, previously titled ‘Miscellaneous’. • Subclause 30.5 is a grandfathered provision that does not require an Officer to use their Long Service Leave if 45 years of age or older or if they have accrued their 21st and subsequent years of service. • All other subclauses remain unchanged.
Schedule 9	NTPS Traineeships, Apprenticeships and Graduate Trainees	<p>All clauses and subclauses referencing apprentices have been removed as the NTPS has not employed apprentices for approximately 10 years. Instead, the NTPS will commit to consultation should the Employer engage apprentices.</p> <p><u>Clause 1 Application</u></p> <ul style="list-style-type: none"> • Subclause 1.3 in the current agreement has been removed as it is no longer relevant or required. <p><u>Clause 2 Definitions</u></p> <ul style="list-style-type: none"> • Definitions of dependant or dependants in the current agreement have been removed as they specifically related to adult apprentices. • The definition of year 10 in the current agreement has been removed and placed in the salary table in Schedule 11 as it is not otherwise mentioned in this Schedule. <p><u>Clause 3 Recognition of Prior Service</u></p> <ul style="list-style-type: none"> • All references to prior service in clause 29 from Part 5 of the current agreement have been moved here. <p><u>Clause 4 NTPS Traineeship and BTPS School-Based Traineeship</u></p> <ul style="list-style-type: none"> • Subclause 29.1 from clause 29 in Part 5 of the current agreement has been moved here. This is the provision that provides, subject to the merit principle, that the Commissioner agrees to facilitate fixed and ongoing employment for those who have successfully completed the Traineeship programs. <p><u>Clause 5 Types of NTPS Traineeship</u></p> <ul style="list-style-type: none"> • Where the Department of Industry, Tourism and Trade is referenced this has been corrected to the Northern Territory Government. <p><u>Clause 7 Rates of Pay – Graduate Trainee</u></p> <ul style="list-style-type: none"> • This is clause 8 in the current agreement.

Schedule	Title	Changes Explained
		<ul style="list-style-type: none"> • Subclause 7.2 has been added, defining what the Graduate program is and references the NTPS Graduate Development Program Policy. • Determination 3 of 2024 has been moved into this clause including: <ul style="list-style-type: none"> ○ A CEO or delegate may employ a Graduate Trainee for a maximum of 2 years to participate in the program. ○ Removing previous references to starting salary increments being based on the total years taken to complete a degree, to years of relevant work experience. Graduates may commence on the 2nd increment if they have 2 years relevant work experience. ○ Current wording in the Agreement regarding Graduate Trainees progressing through salary increments has been updated to reflect the wording in the Determination. The provision remains materially the same. ○ NTPS employees who participate in the Graduate Program agree to temporarily transfer to the Graduate Trainee classification. <p><u>Clause 8 Transition Agreement</u></p> <ul style="list-style-type: none"> • This is a new clause, detailing how Graduates will transition from the current 9 increments to the new 6. Graduates will be moved to the same salary level or the next highest if there is no equivalent. <p><u>Clause 9 – Completion of the Graduate Development Program</u></p> <ul style="list-style-type: none"> • This is a new clause requiring Graduate Trainees who have successfully complete the Graduate Program be provided fixed period employment for a minimum of 6 months, per Determination 3 of 2024. <p>Clauses 9 to 16 in the current agreement have been removed as Graduate Trainees, School-based Trainees and Adult Trainees will receive the same entitlements as those in Parts 1 to 9 of the Agreement.</p> <p>Schedule 9 will now be referenced along with all other Schedules in clauses 73, 75, 66 and 69 of the new agreement.</p>
Schedule 10	Northern Territory Public Sector Redeployment	There is no change to this Schedule.

Schedule	Title	Changes Explained
	and Redundancy Provisions	
Schedule 11	Salaries and Allowances	
	PART A – Salaries	<p>Salaries have been increased by a 3% annual salary increase.</p> <p>Graduate salaries have been updated in line with Determination 3 of 2024, including the 3% annual salary increase.</p> <p>Apprenticeship salaries have been removed as apprentices have not been employed in the NTPS for over 10 years.</p> <p>Port Service Workers salaries have been included in line with Determination 1075 of 2023 including the 3% salary increase.</p>
	PART B – Work Related Allowances	<p><u>The following allowances have been removed:</u></p> <ul style="list-style-type: none"> • Dental Technician – Schedule 3 8.1(a) • Senior Dental Technician – Darwin – Schedule 3 8.1(b) • Radiographers C.T. Scanner – Schedule 3 8.1(c) • Orderly Ambulance Duty – Schedule 3 8.3(e)(i) • Security Officer AO2 – Schedule 3 8.6 • Government House Allowance Schedule 4 4.2(e) • Security Officer – Schedule 4 4.2(i) <p>Reasoning for the removal of the allowance is found in the explanatory notes of each Schedule.</p> <p><u>Changes to the following allowances:</u></p> <ul style="list-style-type: none"> • On call Allowances in Schedule 2 clause 10 have been harmonised with Part 4 of the current agreement. Employees in Schedule 2 will still be entitled to on call as per Part 4 of the main agreement. There is no reduction in the entitlement.
	PART C – Expense Related Allowances	Part C has been updated in line with Determination 1 of 2025.
	PART D – NT Allowance	No updates to allowance amount. Formatting for allowance has been amended.

Schedule	Title	Changes Explained
	PART E – NTPS Traineeships and NTPS School-based Traineeships	Part E has been updated in line with Determination 4 of 2025.
Schedule 12	Supported Wage System	This Schedule has been removed as it is discriminatory towards employees with disabilities, as they already receive full pay.

Removed Provisions in the current Agreement

29. **Trainees and Apprentices** – This clause has been removed from the main part of the Agreement and moved into Schedule 9. The review in subclause 29.3 took place and it was determined that no targets for the number of trainees or graduates employed would be introduced into the new agreement.
34. **Supported Wage System** - This clause has been removed in alignment with the removal of Schedule 12. The provision is discriminatory towards employees with disabilities, who already receive full pay.
33. **Annual Lump Sum Payment** – This clause has been removed as there will be no annual lump sum payments over the life of the new agreement. Employees will instead receive an annual 3% salary increase.
39. **Classification Review – Physical, Technical and Administrative Officer** – This clause has been removed as the review took place and has been actioned.
40. **Senior Pay Progression and Professional Classification Review** – This clause has been removed as the review took place and has been actioned.
48. **Accident Allowance** – This clause has been removed due to limited employee use. This provision conflicts with other entitlements such as workers compensation or personal leave, which may be more appropriate to take in the circumstance.
65. **Public Holiday Duty and RDOs** – This clause has been removed as it is a duplication of clause 74. This provision falls solely under clause 74 as non-shiftworkers are paid in accordance with clause 69 (Overtime).
77. **Shiftwork Review** – This clause has been removed as the review took place and has been actioned per Determination 1117 of 2023. The outcomes have been implemented through the shiftwork provisions of the new agreement.

