

Northern Territory Public Sector 2017 - 2021 Enterprise Agreement

**AGREEMENT BETWEEN THE NORTHERN TERRITORY COMMISSIONER
FOR PUBLIC EMPLOYMENT AND EMPLOYEES**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Northern Territory Public Sector 2017 - 2021 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 2017 - 2021 Enterprise Agreement.

2. National Employment Standards (NES)

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) Northern Territory Commissioner for Public Employment;
- (b) Association of Professional Engineers, Scientists and Managers, Australia;
- (c) United Voice;
- (d) Australian Manufacturing Workers Union;
- (e) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union;
- (f) Community and Public Sector Union of Australia;
- (g) Transport Workers' Union of Australia;
- (h) Australian Education Union;
- (i) The Australian Nursing and Midwifery Federation; and
- (j) 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 2017 - 2021 Enterprise Agreement.
- (c) **CEO** means the Chief Executive Officer of the relevant agency or their delegate.
- (d) **Commissioner** means the Commissioner for Public Employment in the Northern Territory.

- (e) **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*.
- (f) **employer** means the Commissioner for Public Employment in the Northern Territory.
- (g) **employee** means an employee of the Northern Territory Public Sector employed under the PSEM Act.
- (h) **employee representative** means a representative chosen by an employee, which may be a union representative.
- (i) **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.
- (j) **FWC** means the Fair Work Commission.
- (k) **NTPS** means the Northern Territory Public Sector.
- (l) **PSCC** means the Public Sector Consultative Council.
- (m) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act* 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.
- (n) **union** means a union party covered by this Agreement in accordance with clauses 3(b) to 3(i).

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 2021.

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 Part 5 of this Agreement will prevail over terms and conditions of Schedule 2 to Schedule 8 and Schedule 10.
- 6.3 In relation to Schedule 9:
 - (a) Parts 1 to 2 will prevail over Schedule 9 in the event of any inconsistency between them;

- (b) Schedule 9 will prevail over Part 3 and Part 5 in the event of any inconsistency between them; and
- (c) Part 4 of this Agreement does not apply to employees covered by Schedule 9.

6.4 Schedules 2 to 9 apply to particular employees as set out in the following table and the beginning of each Schedule accordingly:

Schedule - Application and Employees Covered
<p>Schedule 2 - The Community and Public Sector Union Provisions</p> <p>The provisions of Schedule 2 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:</p> <ul style="list-style-type: none"> (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.
<p>Schedule 3 - Construction and Maintenance Employees' Provisions</p> <p>The provisions of Part A of Schedule 3 apply to employees who are members of, or are eligible to become members of, the following unions:</p> <ul style="list-style-type: none"> (a) United Voice; (b) Australian Manufacturing Workers Union; (c) Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Service Union of Australia; (d) Transport Workers' Union of Australia; <p>and who are employed in the designations Physical 1 to Physical 9.</p> <p>The provisions of Part B of Schedule 3 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.</p>
<p>Schedule 4 - Department of Health Employees - United Voice Provisions</p> <p>Provisions of Schedule 4 apply to employees employed by the Department of Health, who are members of, or are eligible to become members of United Voice and are employed in any of the following classifications:</p> <ul style="list-style-type: none"> (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.

Schedule - Application and Employees Covered
Schedule 5 - General Employees - United Voice Provisions
<p>The provisions of Schedule 5 apply to employees who are members of, or are eligible to become members of United Voice, who are employed in the classification of Physical level 1 to Physical level 9.</p> <p>Exception: Persons to whom Schedule 3 (Construction and Maintenance Employees' Provisions) or Schedule 4 (Department of Health Employees - United Voice Provisions), are excluded from coverage under Schedule 5.</p>
Schedule 6 - Professional (P1) Engineers
<p>The provisions of Schedule 6 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.</p>
Schedule 7 - Transport Workers' Union Provisions
<p>The provisions of Schedule 7 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.</p> <p>Exception: The provisions of Schedule 7 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.</p>
Schedule 8 - Drafting Supervisory Technical and Other Employees' Provisions
<p>The provisions of Schedule 8 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:</p> <ul style="list-style-type: none"> (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.
Schedule 9 - Northern Territory Senior Correctional Officer Provisions
<p>The provisions of Schedule 9 apply to Officers who are members of, or are eligible to become members of both the following union and Association:</p> <ul style="list-style-type: none"> (a) Community and Public Sector Union. (b) Northern Territory Senior Prison Officers Association.

7. Variation of Public Sector Management and Employment 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 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 with the affected parties prior to the formalisation of an amendment.

7.4 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.

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 14 – Management of Change, will be employed by the parties for this process.

10.3 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within the NTPS, the parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.

10.4 The parties agree that this Agreement provides a basis for enabling employees to balance their work and family commitments.

11. Productivity and Efficiency

- 11.1 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.
- 11.2 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.
- 11.3 The parties acknowledge that this Agreement recognises productivity and efficiency improvements occurring during the life of this Agreement.
- 11.4 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.

12. Dispute Settling Procedures

- 12.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- (a) Subject to clause 12.1(b), this clause sets out procedures to be followed for avoiding and resolving disputes in relation to:
- (i) a matter arising under this Agreement; or
 - (ii) the National Employment Standard.
- (b) However, this clause does not apply in relation to disputes about:
- (i) refusals for requests for flexible working arrangements on reasonable business grounds under clauses 36 and 37.20(e) of the Agreement and section 65(5) of the FW Act;
 - (ii) refusals for requests for extended parental leave on reasonable business grounds under clause 37.21 of the Agreement and section 76(4) of the FW Act; and
 - (iii) assessment outcomes for Senior Classification level positions.
- (c) An employee who has a grievance about matters referred to in clause 12.1(b) can utilise section 59 of the PSEM Act to have the decision reviewed.
- (d) In the event of a dispute about a By-law issued under the PSEM Act clauses 12.3 to 12.4 will apply.

12.2 General

- (a) Subject to the requirements of the FW Act a party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute.
- (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 12.5(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 being dealt with in accordance with the Northern Territory Public Sector 2013-2017 Enterprise Agreement or the National Employment Standards that remains unresolved at the commencement of this Agreement will continue to apply as if those terms formed part of this Agreement.

12.3 Internal Resolution

- (a) In the event of a dispute, the parties will in the first instance endeavour to resolve the matter internally as follows:
 - (i) The employee will refer the matter to their immediate supervisor for resolution, who may request that the employee provide written details of the matter, provided that where the dispute concerns alleged actions of the immediate supervisor, the employee may by-pass this step.
 - (ii) If the matter cannot be resolved under clause 12.3(a)(i) above, it will be referred in writing to the relevant manager for resolution.
 - (iii) If the matter cannot be resolved under clause 12.3(a)(ii) above, it will be referred in writing to the relevant CEO for resolution.
 - (iv) If the matter cannot be resolved under clause 12.3(a)(iii) above, it will be referred in writing to the Commissioner for resolution.

- (b) Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in clause 12.3(a) will begin within 48 hours of, and be completed within five working days of the referral relating to that particular stage.

12.4 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 12.3, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 12.2 and 12.3 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.

12.5 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 12.5(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.

PART 2 – PROCEDURAL MATTERS

13. Union Rights

13.1 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.

13.2 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:
 - (i) unless agreed by the CEO, have completed at least 12 months continuous service prior to taking training leave; and
 - (ii) 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.

13.3 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.

13.4 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.

14. Management of Change

14.1 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.

Notification and Representation

14.2 For a proposed major change or changes to regular roster pattern or ordinary hours of work referred to in clause 14.1:

- (a) the CEO must notify and consult the relevant employees and their unions of the proposal to introduce the major change; and

- (b) clauses 14.3 to 14.9 apply.
- 14.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 14.4 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.
- 14.5 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 regular roster pattern or arrangements, 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.

Consultation

- 14.6 As soon as practicable after proposing to introduce the change, the CEO must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) provide to the relevant employees:
 - (i) as far as practicable, all relevant information to employees about proposed changes or decisions or other matters that will impact on them; and
 - (ii) information about any other matters that the CEO reasonably believes are likely to affect the employees.
 - (c) providing an opportunity for employees and their representatives, to put forward views, comments and suggestions on the matters including the opportunity, where relevant to meet with employee representatives. Any impact in relation to family or caring responsibilities of employees will be included;

- (d) consider the views, comments and suggestions submitted; and
 - (e) advise employees and their representatives of the final decisions, explaining how the views expressed by the employees and their representatives were taken into account.
- 14.7 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 14.8 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 14.9 Following consultation under clause 14.1 after making a final decision a CEO must consult on implementation.
- 14.10 In this clause:
- relevant employees** means the employees who may be affected by the change referred to in clause 14.1.

15. Consultative Committees

- 15.1 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.
- 15.2 A CEO may establish consultative committees within their agency.
- 15.3 In relation to workplace issues, parties to the Agreement can request that the CEO establish a consultative committee as a forum for consultation.

16. Commitment to Employee Assistance Program

- 16.1 The parties agree that the purpose of an Employee Assistance Program (EAP) is to assist management and employees to deal with issues that may impact on work performance.
- 16.2 Provision of an EAP is recognised as a contemporary human resource strategy that provides benefits to the agency and the employee.
- 16.3 Access to EAPs by employees and their families will be subject to the following:
- (a) the availability of the EAP in their geographical area;
(the parties recognise that remote areas may not have direct access to an EAP provider. In these instances, innovative measures such as telephone counselling, internet and travel may be utilised, where appropriate);
 - (b) the relevance of the employee's family attending the counselling service, as determined by the provider; and
 - (c) consistent with an agency's policy, the cost of the first three work related visits is to be met by the agency, with the cost of any subsequent visit by agreement between the agency and the provider.

17. Trainees and Apprentices

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.

18. Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace

18.1 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying 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 bullying.

18.2 An employee who is aggrieved by their treatment in employment may seek a review under section 59 of the PSEM Act.

PART 3 – GENERAL EMPLOYMENT CONDITIONS

Division 1 (PART 3) – Pay, Increments and Allowances

19. Rates of Pay

19.1 Rates of pay will be increased as set out below:

- (a) 2.5% effective from 10 August 2017; and
- (b) 2.5% effective from the first pay period to commence on or after 9 August 2018; and
- (c) 2.5% effective from the first pay period to commence on or after 9 August 2019; and
- (d) 2.5% effective from the first pay period to commence on or after 9 August 2020.

19.2 The rates of pay applicable to this Agreement are contained in Part A of Schedule 11.

19.3 Work related allowances are to be adjusted in accordance with the annual rates of pay increases and are set out in Part B of Schedule 11.

19.4 Expense related allowances are to be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year. Allowances as at 1 January 2017 are set out in Part C of Schedule 11. The Commissioner will give effect to any subsequent annual adjustments required under the Agreement through a Determination.

19.5 Employees will be paid fortnightly based on the following formula:

$$\text{Fortnightly pay} = \frac{\text{Annual Salary} \times 12}{313}$$

20. Supported Wage System

The parties agree that the Supported Wage System as set out in Schedule 12 will apply to relevant employees.

21. Increments

21.1 This clause does not apply to:

- (a) Senior Classification levels as defined in clause 22.
- (b) Trainees and apprentices.
- (c) Employees covered by Schedule 9.

21.2 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.

21.3 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.

21.4 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 24 (Higher Duties Allowance) for recognition of an increment attained by higher duties for future higher duties.

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

21.6 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.

Withholding an increment

21.7 The authority to apply clauses 21.9 and 21.10 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.

21.8 The Commissioner will notify all unions of the acceptance of any performance management system for the purposes of clause 21.7 prior to that system being used for deferral of increments.

- 21.9 The CEO may determine to withhold an increment as set out in clause 21.10, 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; and
 - (b) has received counselling 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.
- 21.10 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 21.10(a) or 21.10(b) in writing to the employee.
- 21.11 If a decision is made under clause 21.9 or 21.10 the employee may seek a review of the CEO's decision on the basis of one or more of the following reasons:
- (i) this clause has not been adhered to;
 - (ii) the decision was made to punish or harass the employee; or
 - (iii) natural justice has not been afforded to the employee.
- 21.12 The review will be conducted in accordance with the grievance review mechanisms under section 59 of the PSEM Act.
- 21.13 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.

22. Pay Progression for Senior Administrative Officers and Senior Professionals

22.1 Senior Officer Pay Progression Principles

- (a) Pay progression for Senior Officers (Senior Administrative Officers/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.

22.2 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 22.3, 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.

22.3 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.

22.4 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; and
 - (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.

22.5 Progression Criteria

Progression criteria are set to describe measures that Senior Officers must meet to achieve pay progression through high performance. Subject to clause 22.4, 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.

22.6 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.

22.7 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 22.7(a) the appropriate grievance review mechanisms under the PSEM Act will apply.
- (c) Where the review of assessment under clause 22.7(a) or 22.7(b) result in the Senior Officer progressing to the next pay point, the progression will be effective from the annual assessment date.

23. Electricity Subsidy for Employees in Remote Localities

Note: Whether a location is considered a remote locality, and its relevant category of remoteness, is set out in a Determination issued by the Commissioner.

23.1 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 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 de facto partner, 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.

24. Higher Duties Allowance (HDA)

- 24.1 Where there is an inconsistency between this clause and Schedule 9, the provisions of Schedule 9 will prevail.
- 24.2 Where an employee has been directed to temporarily perform duties at a higher classification level, the following provisions apply.
- 24.3 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.
- 24.4 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.
- 24.5 An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.
- 24.6 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.
- 24.7 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 21 (Increments) of the Agreement will be paid an increment in accordance with that clause.

- 24.8 An increment attained by higher duties will be retained for future higher duties at that classification level (or lower).
- 24.9 An employee who has been directed to perform the duties of a higher classification and is absent on paid leave or observes a public holiday, will continue to receive payment of higher duties allowance during the absence to the extent of the continued operation of the direction. If the period of paid leave is on less than full pay, the higher duties allowance is adjusted accordingly.

25. Recovery of Overpayments

Where an employee, who has a financial debt to the Northern Territory Government in relation to their employment (eg overpayment of salary and/or allowances), ceases employment before the debt is fully recovered, the balance of the debt owing may, unless otherwise agreed by the CEO, be offset against any final payments due as a result of the cessation of employment.

26. Superannuation

- 26.1 The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the parties.
- 26.2 The Commissioner must make superannuation contributions on behalf of an employee in order to satisfy Superannuation Guarantee legislative requirements in accordance with the governing legislation.
- 26.3 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.*
- 26.4 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 contributions on their behalf. Employees who do not nominate a superannuation fund will become members of the current default superannuation fund.

27. Salary Sacrifice

27.1 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).

27.2 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.

Division 2 (PART 3) – Employment Arrangements

28. Part-Time Employment

- 28.1 An employee who is currently employed on a full-time basis will not be required to convert to part-time employment or transfer without their consent to enable part-time employment.
- 28.2 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.
- 28.3 At the time of engagement to part-time employment, or conversion from full-time employment, the CEO and the employee will agree in writing on a regular pattern of part-time work (agreed hours), specifying at least the hours worked each day, which days of the week the employee will work, and the actual starting and finishing times each day.
 - (a) Changes to agreed hours of work originally established may be made in writing by mutual agreement between the CEO and the employee.
 - (b) An agreement for conversion to part-time employment may be for a fixed period or an ongoing basis.
 - (c) Where part-time is for a fixed period, the period must be agreed in writing.
- 28.4 The span of hours during which a part-time employee may work their agreed hours will be the same span applicable to the equivalent full-time employees.
- 28.5 A part-time employee will be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis.

29. Casual Employment

The casual loading for casual employees engaged in the NTPS is 25%.

30. Security of Employment

- 30.1 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within the NTPS, the parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.
- 30.2 The Commissioner 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. Individual Flexibility Arrangements

31.1 This clause applies where an employee's request for an individual flexibility arrangement is not otherwise permitted under any other clause of this Agreement (eg work outside span of hours to assist with family responsibilities; convert overtime or shift penalties to a commuted allowance).

31.2 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement (including Schedules) if the arrangement:

- (a) deals with one or more of the following matters of this Agreement (other than permitted by the Agreement):
 - (i) arrangements about when work is performed;
 - (ii) payment for overtime taken as pay or time off in lieu of payment;
 - (iii) commuted salaries or allowances.
- (b) meets the operational needs of the agency;
- (c) is genuinely agreed to by the CEO and employee;
- (d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;
- (e) must not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
- (f) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

31.3 Arrangements are to be in writing and:

- (a) signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- (b) include the 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
- (c) states the period of operation of the arrangement.

31.4 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.

- 31.5 The Commissioner will not approve an individual flexibility arrangement unless the Commissioner is satisfied that the requirements of this clause have been met.
- 31.6 The CEO or employee may terminate the individual flexibility arrangement:
- (a) by giving written notice of not more than 28 days (or in accordance with FW Act requirements) to the other party to the arrangement; or
 - (b) if the CEO and employee agree in writing – at any time.
- 31.7 An employee may choose to be represented by their nominated representative in relation to the development and implementation of individual flexibility arrangements.
- 32. Variation to Working Arrangements for Groups of Employees**
- 32.1 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.
- 32.2 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) be recorded in writing and approved by the CEO;
 - (e) if required by the parties, include a mechanism to terminate and/or review the agreement; and
 - (f) require approval of the Commissioner and implementation via a Determination or other appropriate instrument.
- 32.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.
- 32.4 Relevant unions will be consulted on proposed arrangements prior to the approval of the Commissioner.

33. Workloads

- 33.1 The parties support the principle that employees should be able to achieve an appropriate balance between their work and personal lives.
- 33.2 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.
- 33.3 Agency management, employees and employee representatives play a positive role in ensuring employee workloads are reasonable.
- 33.4 The parties recognise there may be unavoidable peak work periods where employees' workloads increase; however, this should be the exception rather than the norm.
- 33.5 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.
- 33.6 Managers and employees should therefore ensure that employees' workloads are reasonable.
- 33.7 Subject to clause 33.4, 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.
- 33.8 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.
- 33.9 Management will respond in writing to the employee/s concerned in a timely manner.

34. Work Life Balance

34.1 Work Life Balance Initiatives

- (a) The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. The following initiatives are available in the NTPS, subject to approval, and are recognised as ways to structure work to facilitate work life balance:

- (i) home-based work;
- (ii) job sharing;
- (iii) career breaks;
- (iv) part-year employment;
- (v) short term absences for family and community responsibilities.

- (b) In addition to the above, the following provisions are contained in this Agreement and assist employees to balance work and life commitments. The application and approval process are set out under the relevant clauses:

- (i) Utilisation of recreation leave at half pay (Schedule 1 clause 1.2).
- (ii) Purchase of additional leave (Schedule 1 clause 1.3).
- (iii) Averaging hours within the span of hours (clause 54).
- (iv) Part-time employment (fixed period or ongoing) (clause 28).
- (v) Individual Flexibility Arrangements (clause 31).
- (vi) Right to request a flexible work arrangement in accordance with the NES (clause 36).
- (vii) Flexitime Scheme for non-shiftworkers (clause 35).

Note: Flexitime Scheme recognises the ebb and flow of work within a work unit rather than a deliberate intention to accrue regular time off. Regular time off can be arranged through clause 54 (Averaging Hours).

- (c) Recreation leave at half pay and purchase of additional leave initiatives in Schedule 1 do not apply to 92% and 96% School-based administration employees due to existing operational, stand down and leave arrangements in those workplaces.

34.2 General Principles in Relation to Work Life Balance Initiatives

- (a) An employee's request to access work life balance initiatives:
- (i) must be in writing; and
 - (ii) set out details of the change sought and the reasons for the request.

- (b) When considering applications from employees wishing to access the initiatives specified in clause 34.1, the CEO must ensure that:
 - (i) the agency's operational requirements are taken into account and services to the public are not disrupted;
 - (ii) employees fulfil the criteria outlined in this clause;
 - (iii) fair and reasonable consideration is given to employee applications; and
 - (iv) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other employees.
 - (c) When considering applications from employees wishing to access the leave initiatives in clause 34.1(b)(i) and 34.1(b)(ii), the CEO must consider whether the application is justified in light of available leave credits and should not approve applications in circumstances where employees are likely to have significant accrued leave entitlements at the time of accessing the leave initiatives.
 - (d) The CEO must provide written reasons for a decision where an employee's application is refused.
 - (e) The CEO may establish internal procedures for assessing an employee's application, which must not be inconsistent with the provisions of this clause.
 - (f) Employees accessing the initiatives provided under this clause are to continue to have the same opportunities in relation to access to training and development, information and meetings, as other employees, where possible.
 - (g) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act.
- 34.3 In addition to the general principles contained in this clause, access to the initiatives described in:
- (a) clause 34.1(a) above must be in accordance with any relevant workplace agreement provisions, guidelines or policies; and
 - (b) clause 34.1(b)(i) (recreation leave at half pay) and clause 34.1(b)(ii) (purchase additional leave) above must be in accordance with the specific requirements of Schedule 1.

35. Flextime Scheme for Non-Shiftworkers

- 35.1 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.
- 35.2 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.

35.3 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.

35.4 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.

35.5 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.

35.6 Hours worked towards the accrual of flextime credits accrue on a time for time (ie: single time) basis.

35.7 The maximum and minimum credits or debits including the period for acquittal is set out in the flextime policy.

35.8 This flextime clause does not apply to shiftworkers.

36. Requests for Flexible Work Arrangements in Accordance with NES

36.1 Formal Requirements Applicable to a Request for Flexible Working Arrangements in Certain Circumstances

- (a)
 - (i) In accordance with the FW Act, where an employee, including an eligible casual employee, is making a request to change their working arrangements because certain circumstances, as set out in clause 36.1(a)(ii), apply to them and the employee would like to change the employee's working arrangements because of those circumstances, the requirements of this clause will apply.
 - (ii) The following are the circumstances, the employee:
 - is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - has a disability;

- is 55 or older;
 - is experiencing violence from a member of the employee's family;
 - provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- (b) The employee's request must:
- (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the request.
- (c) The CEO must:
- (i) give the employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
 - (ii) only refuse the request on reasonable business grounds as set out in clause 36.1(d); and
 - (iii) if the request is refused, provide details of the reasons for the refusal.
- (d) For the purpose of clause 36.1(c)(ii) reasonable business grounds includes, but are not limited to:
- that the new working arrangements would be too costly for the employer;
 - that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - that there is likely to be a significant loss in efficiency or productivity;
 - that there is likely to be a significant negative impact on customer service.
- (e) An **eligible casual employee** is defined under the Parental Leave provisions of this Agreement (clause 37.3(f)).

Division 3 (PART 3) - Leave

37. Parental Leave

37.1 Relationship with By-law, National Employment Standards and other instruments.

- (a) This clause sets out all entitlements in relation to parental leave, and replaces all By-law provisions relating to maternity, paternity/partner, and adoption leave.
- (b) This clause is to be read in conjunction with the National Employment Standards to the extent that if this clause provides a lesser entitlement than the National Employment Standards, the National Employment Standards will apply.

37.2 Application

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

- (a) the birth of a child of the employee or the employee's spouse (includes a child born of a surrogacy arrangement); or
- (b) the placement of a child with the employee for adoption; and
the employee has or will have a responsibility for the care of the child.

37.3 Definitions

For the purpose of this clause:

- (a) **appropriate safe job** means a safe job that has:
 - (i) the same ordinary hours of work as the employee's present position; or
 - (ii) a different number of ordinary hours agreed to by the employee.
- (b) **child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's spouse;
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with an employee.
- (c) **continuous service** in relation to a period of service by an employee, means a period of service with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, or the Northern Territory.
- (d) **day of placement** refers to the adoption of a child and means the earlier of the following days:
 - (i) the day on which the employee first takes custody of the child for the adoption;

- (ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (e) **de facto partner** means 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 includes a former de facto partner of the employee.
- (f) **eligible casual employee** means a casual employee engaged by the employer on a regular and systemic basis for a sequence of periods of employment during 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. there was not more than three months break between the two engagements; and
 - C. the length of the two engagements is at least 12 months.
- (g) **employee couple** means a couple who are accessing the benefits of clause 37.14 both of whom are NTPS employees and have completed a minimum of 12 months continuous service and whom are both eligible for paid parental leave whether under primary caregiver parental leave or the partner leave provisions.
- (h) **medical certificate** means a certificate signed by a medical practitioner.
- (i) **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.
- (j) **primary caregiver** means the person who is the primary carer of a newborn or newly adopted child at the time of birth or adoption and who continues to be the primary carer immediately following birth or day of placement. The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary carer. In most cases, the primary carer will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- (k) **spouse** includes a de facto partner or former spouse.

37.4 General Conditions

- (a) Except where otherwise stated in this clause, parental leave is available to only one parent at a time in a single continuous period.
- (b) Weekends, public holidays, programmed days off and rostered days off are part of parental leave and do not extend the period of leave.

- (c) During a period of parental leave relating to the birth or adoption of a child an employee may require parental leave for the birth or adoption of a subsequent child. An employee can elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.

37.5 Types of Parental Leave

Parental leave entitlements are summarised in the following table:

	Paid Leave	Unpaid Leave	Total	Refer Clause
Primary Caregiver Parental Leave – commences before or from birth or day of placement				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	37.6(b)
At least 12 months and less than 5 years continuous service	14 weeks (or 28 weeks half pay)	142 weeks	156 weeks (3 years)	37.6(c)(i)
5 or more years continuous service	18 weeks (or 36 weeks half pay)	138 weeks	156 weeks (3 years)	37.6(c)(ii)
Pro rata paid primary caregiver parental leave				
5 years continuous service achieved during first 18 weeks of parental leave	14 weeks + pro rata paid leave applicable after reaching 5 years continuous service (up to 4 weeks)	142 weeks minus any pro rata paid leave	156 weeks (3 years)	37.6(c)(iii)
12 months continuous service achieved during first 14 weeks of parental leave	Pro rata paid leave applicable after reaching 12 months continuous service (up to 14 weeks)	52 weeks minus any pro rata paid leave	52 weeks	37.6(d)
Partner Leave				
<i>Up to 8 weeks leave associated with time of birth/adoption (or in separate periods in first 12 months) where employee's partner is primary carer at time of birth/adoption</i>				
Less than 12 months continuous service or eligible casual employee	0	8 weeks	8 weeks	37.7(b)(i)

	Paid Leave	Unpaid Leave	Total	Refer Clause
At least 12 months and less than 5 years continuous service	1 week (or 2 weeks at half pay)	7 weeks	8 weeks	37.7(b)(ii)
5 or more years continuous service	2 weeks (or 4 weeks at half pay)	6 weeks	8 weeks	37.7(b)(iii)
<i>Longer partner leave: up to 3 years or 12 months – not primary carer – may commence at a time after birth or day of placement – must end within 3 years or 24 months of birth/adoption (whichever is applicable)</i>				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	37.7(c)(i)
At least 12 months continuous service	0	156 weeks (3 years)	156 weeks (3 years)	37.7(c)(ii)
<i>In relation to Partner Leave an employee with at least 12 months continuous service may be eligible for some paid leave during the three year period. (See clauses 37.7(d) and 37.7(e)).</i>				
Pre-Adoption Leave - All employees (including casuals)	-	2 days	2 days	37.9
Special Maternity Leave	Refer clause 37.10			
Paid no safe job leave - Full-time / part-time employees and eligible casual employees	The 'risk period' as per medical certificate	0	The 'risk period' as per medical certificate	37.13(a)
Unpaid no safe job leave - Casual employees	0	The 'risk period' as per medical certificate	The 'risk period' as per medical certificate	37.13(b)

37.6 Primary Caregiver Parental Leave

- (a) Only one parent can receive primary caregiver parental leave entitlements in respect to the birth or the adoption of their child. An employee cannot receive primary caregiver parental leave entitlements:
- (i) if their spouse is, or will be, the primary caregiver at, and immediately following, the time of the birth or day of placement of their child;
 - (ii) if the employee has taken, or is eligible for, partner leave entitlements under clause 37.7 in relation to their child; or
 - (iii) if they are a casual employee, other than an eligible casual employee.

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.

- (b) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, who will be the primary caregiver of their child is entitled to up to 52 weeks unpaid parental leave.
- (c) An employee who has completed at least 12 months continuous service at the time of commencing parental leave and who will be the primary caregiver of their child is entitled to up to three years primary caregiver parental leave, comprising:
 - (i) where continuous service completed at the time of commencing parental leave is at least 12 months and less than five years: 14 weeks paid parental leave and 142 weeks unpaid parental leave; or
 - (ii) where continuous service completed is five or more years at the time of commencing parental leave: 18 weeks paid parental leave and 138 weeks unpaid parental leave; or
 - (iii) where the employee will achieve five years continuous service (the qualifying period) during the first 18 weeks of their parental leave: the first 14 weeks will be paid and the portion of leave (up to 4 weeks) after the end of the qualifying period will be paid. Any remaining balance, up to three years, will be unpaid parental leave.
 - A. The employee is not entitled to receive more than 18 weeks paid parental leave.
 - B. With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 18 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable an employee to access the pro rata paid leave in clause 37.6(c)(iii).

For example: During their primary caregiver parental leave an employee achieves five years continuous service at the end of week 15. The employee is entitled to paid parental leave for the first 14 weeks, unpaid leave in week 15, and three weeks paid leave in weeks 16 to 18. The balance of 139 weeks primary caregiver parental leave available to the employee will be unpaid.
- (d) An employee who will achieve 12 months continuous service (the qualifying period) during the first 14 weeks of their parental leave and who will be the primary caregiver of their child is entitled to up to 52 weeks of parental leave, comprising:
 - (i) unpaid parental leave from commencement of parental leave until the time the employee has achieved 12 months continuous service; and
 - (ii) paid parental leave for any period after the qualifying period and up to 14 weeks from the commencement of parental leave; and
 - (iii) unpaid parental leave, up to 52 weeks, for the remaining balance.
 - (iv) The employee is not entitled to receive more than 14 weeks paid leave.

- (v) With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 14 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable the employee to access the pro rata paid leave in clause 37.6(d).

For example: During their primary caregiver parental leave an employee achieves 12 months continuous service at the end of week three. The employee is entitled to unpaid parental leave for the first three weeks, 11 weeks paid parental leave in weeks four to 14. The balance of 38 weeks primary caregiver parental leave available to the employee will be unpaid.

(e) Commencement of Primary Caregiver Parental Leave

- (i) An employee who is pregnant may commence primary caregiver parental leave at any time within six weeks immediately prior to the expected date of birth of the child. The period of parental leave must commence no later than the date of the birth of the child.
- (ii) An employee who is adopting a child may commence primary caregiver parental leave at any time in the two weeks before the day of placement.
- (iii) In all other cases, primary caregiver parental leave commences on the date of birth or day of placement of the child.

- (f) Where an employee's child dies during a period of primary caregiver leave, the employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of clause 37.20 apply.

- (g) An employee is not entitled to primary caregiver leave unless the notice and evidence requirements in clause 37.8 have been complied with.

37.7 Partner Leave

- (a) Partner leave is available to an employee who will have a parental responsibility for the care of their child but who is not the primary caregiver. Subject to applicable notice and evidence requirements, an employee may access:
 - (i) up to eight weeks partner leave within the first 12 months of the birth or adoption of their child, taken at the same time employee's spouse may be on leave, which can be taken in one block or broken into separate periods (refer clause 37.7(b)); and
 - (ii) where employee requires a longer period of partner leave, up to 12 months or 3 years depending on the employee's years of continuous service (refer clause 37.7(c)).

Note: The longer period of partner leave must be taken in a single continuous period unless the employee is accessing the combined parental leave provisions.

Eight Weeks Partner Leave

- (b) An employee is entitled to up to 8 weeks partner leave, comprising:
- (i) where continuous service is less than 12 months at the time of commencing partner leave, or an eligible casual employee: eight weeks unpaid partner leave; or
 - (ii) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: one week paid partner leave and seven weeks unpaid partner leave; or
 - (iii) where continuous service completed is five or more years at the time of commencing partner leave: two weeks paid partner leave and six weeks unpaid partner leave.
 - (iv) The eight week partner leave entitlements:
 - A. are an exception to the rule that parental leave is to be available to only one parent at a time in a single continuous period;
 - B. are to be taken in the first 12 months from date of birth or day of placement of the child;
 - C. may commence one week prior to the expected date of birth of the child or the time of placement in the case of adoption. The CEO and employee may agree to alternative arrangements regarding commencement of partner leave;
 - D. can be taken in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise;
 - E. requires the employee to give notice to the CEO at least 10 weeks before first starting the leave, and at least four weeks notice before starting any subsequent period of leave. If that is not practicable, as soon as practicable, which may be a time after the leave has started; and
 - F. the notice must specify the intended start and end dates of the leave.

12 Months or Three Years Partner Leave (Longer Partner Leave)

- (c) An employee is entitled to a period of longer partner leave as follows:
- (i) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, up to 12 months unpaid parental leave, provided such leave must end within 24 months of the date of birth or day of placement of their child.
 - (ii) An employee with at least 12 months continuous service at the time of commencing parental leave up to three years unpaid parental leave,

provided such leave must end within three years of the date of birth or day of placement of their child.

- (iii) Partner leave may commence at a date later than the date of birth or day of placement of their child but must not extend beyond specified limits under this clause.
 - (iv) An employee is not entitled to the longer partner leave unless the notice and evidence requirements in clause 37.8 have been complied with.
- (d) An employee, not entitled to Combined Parental Leave in clause 37.14, may be entitled to have a portion of their unpaid longer partner leave under clause 37.7(c)(ii) paid, subject to the following:
- (i) the employee's spouse was the primary caregiver at and immediately following the time of the birth or placement of the child; and
 - (ii) the employee's spouse has ceased to be the primary caregiver (eg returned to work) before the child is 14 weeks old or within 14 weeks from placement in the case of adoption;
 - A. The reference to '14 weeks' in clause 37.7(d)(ii) to be read as '18 weeks' where an employee has five or more years continuous service at the time of commencing longer partner leave.
 - (iii) as a consequence of the employee's spouse no longer able to be the primary caregiver (eg returning to work), 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;
 - (iv) the notice and evidence requirements for taking longer partner leave in clause 37.7(c) have been complied with; and
 - (v) the amount of paid leave available is as per clause 37.7(e).
- (e) An employee eligible for paid longer partner leave under clause 37.7(d) may access a period of paid leave as follows:
- (i) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 14 weeks from the birth or placement of the child; or
 - (ii) where continuous service completed is five or more years at the time of commencing partner leave: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 18 weeks from the birth or placement of the child.

For example: An employee's spouse, who is not an NTPS employee, gives birth to a child and is off work for six weeks after the child is born as the primary caregiver. The NTPS employee (the child's other parent) has over five years of continuous service and takes

two weeks paid partner leave when the baby is born. When the child is six weeks old the employee's spouse returns to her non-NTPS job and the NTPS employee takes longer partner leave to take over care of the couple's child. NTPS employee would be paid for 12 weeks of the longer partner leave after providing evidence showing that their spouse had ceased to be primary caregiver. This payment covers the period from the seventh to the eighteenth week following the birth of the child.

37.8 Notice and Evidence Requirements

- (a) An employee must give the CEO the following notice and evidence in relation to parental leave under clause 37.6 (primary caregiver) or clause 37.7(c) (longer partner leave):
 - (i) At least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates.
 - (ii) At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the CEO of any changes to the notice provided in clause 37.8(a)(i), unless it is not practicable to do so.
 - A. At this time, the employee must also provide a statutory declaration stating that the employee will become either the primary caregiver (relates to primary caregiver leave) or have a responsibility for the care of the child (relates to partner leave), as applicable, at all times whilst on leave.
 - (iii) The employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstance. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.
- (b) An employee who has given the CEO notice of the taking of parental leave must give the CEO evidence that would satisfy a reasonable person:
 - (i) if the leave is birth-related leave – of the date of birth, or the expected date of birth, of the child; or
 - (ii) if the leave is adoption-related leave – of the day of placement, or the expected day of placement, of the child.
- (c) Without limiting clause 37.8(b), the CEO may require the evidence to be a medical certificate.
- (d) An employee applying for paid partner leave under clauses 37.7(d) and 37.7(e) will be required to provide the CEO with evidence that would satisfy a reasonable person that the employee's spouse is no longer able to be the primary caregiver of the couple's child.

37.9 Pre-adoption Leave

- (a) This clause applies to employees, eligible casual employees and casual employees.

- (b) An employee seeking to adopt a child is entitled to up to two days unpaid leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
- (c) Such leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.
- (d) An employee must provide the CEO with notice of the taking of leave under this clause 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.
- (e) The CEO may require the employee to provide satisfactory evidence supporting the pre-adoption leave.

37.10 Special Maternity Leave

- (a) This clause applies where a pregnant employee, including an eligible casual employee, has not yet commenced parental leave and the employee requires special maternity leave because:
 - (i) the employee has a pregnancy-related illness; or
 - (ii) the employee has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (b) 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.
- (c) The period of special maternity leave that an employee is entitled to take is such period as a medical practitioner certifies as necessary.
- (d) Special maternity leave must end before the employee starts primary caregiver leave.
- (e) Special maternity leave taken by the employee because the employee has a pregnancy-related illness:
 - (i) will be unpaid;
 - (ii) must end before the employee starts any period of primary caregiver parental leave; and
 - (iii) will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.
- (f) Special maternity leave taken by the employee in all other circumstances permitted under this clause will be:
 - (i) unpaid if the pregnancy ends more than 20 weeks before the expected date of birth;
 - (ii) unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the employee has not completed 12 months continuous

service, or is an eligible casual employee, at the time of commencing leave; or

- (iii) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed 12 months continuous service at the time of commencing leave; or
 - (iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed five years continuous service at the time of commencing leave.
- (g) Where an employee's qualifying period of 12 months continuous service referred to in clause 37.10(f)(iii) ends within 14 weeks of the date on which the employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (h) Where an employee's qualifying period of five years continuous service referred to in clause 37.10(f)(iv) ends within 18 weeks of the date on which the employee commenced leave, the first 14 weeks will be paid and any additional leave (up to four weeks) will only apply for that period of the 18 week period commencing after the end of the qualifying period.
- (i) To be entitled to special maternity leave an employee must as soon as is reasonably practicable, give the CEO a written application stating the date on which the employee proposes to commence the leave and the period of leave to be taken; and
- (i) in the case of special maternity leave taken because of pregnancy-related illness, a medical certificate from a medical practitioner stating that the employee is unfit to work for a stated period because of a pregnancy related illness; or
 - (ii) in the case of special maternity leave taken in all other circumstances permitted under this clause, a medical certificate from a medical practitioner stating that:
 - A. the employee's pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child; and
 - B. the employee will be unfit for work for a stated period.

37.11 Continuing to work while pregnant

- (a) Where an employee continues to work within the six week period immediately prior to the expected date of birth, the employee must provide a medical certificate stating that the employee is fit to work their normal duties.
- (b) The CEO may require the employee to start parental leave if the employee:
 - (i) does not give the CEO the requested medical certificate within seven days after the request; or

- (ii) within seven days after the request for the certificate, give the CEO a medical certificate stating that the employee is unfit for work.

37.12 Transfer to a Appropriate Safe Job

- (a) 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 in their present work for a stated period (the risk period), 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.
- (b) An employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until commencement of parental leave.
- (c) During the risk period the employee is entitled to the employee's base rate of pay (for the position the employee was in before the transfer) for the ordinary hours that the employee works in the risk period.
- (d) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

37.13 No Appropriate Safe Job Leave (Paid / Unpaid)

- (a) Paid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

- (i) the employee is entitled to primary caregiver leave; and
- (ii) the employee has complied with the notice and evidence requirements of clause 37.8 for taking parental leave;

then the employee is entitled to paid no appropriate safe job leave for the risk period.

- (b) Unpaid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

- (i) the employee is not entitled to primary caregiver leave; and
- (ii) if required by the CEO, the employee has provided a medical certificate certifying of the pregnancy;

then the employee is entitled to unpaid no appropriate safe job leave for the risk period.

37.14 Combined Parental Leave

- (a) An employee couple (as defined in clause 37.3(g)), provided each satisfies the service requirements, may elect to combine their parental leave entitlements provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three years from the commencement of the leave.
- (b) Combined Parental Leave is subject to:
 - (i) compliance with all applicable notice and evidence requirements for taking parental leave under this clause;
 - (ii) the eight week partner leave entitlement (where both employees take parental leave at the same time) being used by the employee couple for a maximum of eight weeks and in accordance with partner leave provisions as set out in clause 37.7(b);
 - (iii) the balance of the combined leave being used by the member of the employee couple who has submitted a statutory declaration in which the employee has stated that they will have a responsibility for the care of the child for the total remaining unpaid leave balance;
 - (iv) a maximum of two interchanges of employees sharing the combined parental leave;
 - (v) where an employee couple combine 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, the employee shall be paid at their salary for the period of leave; and
 - (vi) both employees need to apply for and utilise parental leave.

37.15 Parental Leave at Half Pay

- (a) This clause does not apply to paid longer term partner leave under clause 37.7(d).
- (b) An employee who is entitled to paid parental leave may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.
- (c) Where an employee utilises half pay parental leave:
 - (i) 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.
 - (ii) salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay; and

- (iii) the maximum period of parental leave will not be extended.

37.16 Access to Other Leave Entitlements While on Parental Leave

- (a) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
- (b) Taking other paid leave in conjunction with parental leave:
 - (i) does not break the continuity of the period of parental leave; and
 - (ii) the maximum period of parental leave will not be extended.

37.17 Employment While on Parental Leave

37.18 NTPS employment (other than keeping in touch days)

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.

- (a) Keeping in touch days
 - (i) During a period of parental leave an employee may agree to attend the workplace on up to 10 separate occasions (up to one day per occasion) so as to keep in touch with developments in the workplace (for meetings and training etc.) in order to facilitate a return to employment at the end of the period of leave.
 - (ii) Payment for keeping in touch days:
 - A. during unpaid leave: an employee will be paid their normal salary for the days (or part days) work is performed; or
 - B. during paid parental leave: an employee will be paid their normal salary for the days (or part days) work is performed and the CEO will authorise the equivalent period of paid parental leave to be re-credited.
 - (iii) After considering all the circumstances, including any employment under clause 37.18, the CEO may approve an amount of keeping in touch days in excess of 10 days.
- (b) An employee on unpaid parental leave may only engage in outside employment in accordance with the PSEM Act.
- (c) Employment under this clause during a period of parental leave will not:
 - (i) prevent the employee from re-commencing parental leave; or
 - (ii) extend the maximum period of parental leave.

37.19 Consultation and Communication During Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce substantial change at the workplace, the CEO will take reasonable steps to:
 - (i) make information available; and
 - (ii) provide an opportunity for the employee 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.
- (b) The employee will take reasonable steps to inform the CEO about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis in accordance with clause 37.20(e).

37.20 Returning to Work After a Period of Parental Leave

- (a) An employee who will be, or is, the birth giver and who elects to return to work during the six weeks following the birth of their child must provide a medical certificate stating that the employee is fit for work during that period.
- (b) Returning to work early
 - (i) During the period of parental leave an employee may return to work at any time as agreed between the CEO and the employee.
 - (ii) A written application requesting an early return to work must be made at least:
 - A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period of 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.
 - (iii) Responses to the employee's request must be in accordance with clause 37.22.
- (c) Returning to work at conclusion of leave

An employee must notify the CEO in writing prior to the expiration of parental leave that the employee intends to return to work. Notice must be given 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.

(d) Returning to pre-parental leave position

An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an employee who:

- (i) was transferred to an appropriate safe job under clause 37.12 prior to commencing leave, to the position held immediately prior to such transfer; or
- (ii) was promoted to a new position during the period of parental leave, to the new position.

(e) Returning to work part-time

- (i) To assist in reconciling work and parental responsibilities, if agreed between the CEO and the employee, the employee may return to work on a part-time basis to care for the child who is of school age or younger, provided that such a request is not made less than eight weeks prior to the date that the employee is due to return to work.
- (ii) Part-time employment will be facilitated in accordance with clause 28 (Part-Time Employment).
- (iii) Responses to requests will be in accordance with clause 37.22.

37.21 Extend Period of Parental Leave

Note: An employee who has initially taken three years parental leave (ie the maximum parental leave entitlement), is not entitled to extend their period of parental leave under this clause.

- (a) In this clause a reference to 'parental leave' means primary caregiver parental leave under clause 37.6 or the longer term partner leave under clause 37.7(c), whichever is applicable.
- (b) If an employee initially requested less than 12 months of parental leave they can extend their leave up to 12 months from time of commencing their leave (eg from six months to 12 months). This extension is a right and cannot be refused by the CEO if written notice of at least four weeks is given by the employee before the employee's expected return to work.
- (c) Any further extension (eg from 12 months to 18 months; from 12 months to 30 months) is by agreement between the CEO and employee, provided that:
 - (i) employees with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, cannot extend parental leave beyond 24 months after the date of birth or day of placement of their child; or
 - (ii) employees with at least 12 months continuous service at the time of commencing parental leave cannot extend parental leave beyond three years after the date of birth or day of placement of their child.

- (d) If an employee, who is eligible for up to three years parental leave, initially requested more than 12 months of parental leave, they can request an extension by giving 12 weeks notice before their expected return to work.
 - (i) If required, an employee may request one more extension up to a total of three years.
 - (ii) An employee cannot extend the period of parental leave beyond three years after the date of birth or day of placement of the child.
- (e) Responses to requests to extend parental leave under this clause will be in accordance with clause 37.22.
- (f) Any additional parental leave granted under this clause will be unpaid.

37.22 CEO's Consideration of Employee's Request

- (a) This clause applies to an employee's request to return to work early (clause 37.20(b)), work part-time (clause 37.20(e)) or extend parental leave (clause 37.21).
- (b) The CEO will consider the request and respond in writing within 21 days having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds. Reasonable business grounds include, but are not limited to:
 - excessive cost of accommodating the request;
 - that there is no capacity to reorganise work arrangements of other employees to accommodate the request;
 - the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;
 - that there would be significant loss of efficiency or productivity;
 - that there would be a significant negative impact on customer service.
- (c) The employee's request and the CEO's decision in respect of the request must be recorded in writing.

37.23 Replacement Employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- (b) Before a CEO engages a replacement employee the CEO must inform that person:
 - (i) of the temporary nature of the employment;

- (ii) of the return to work rights of the employee who is being replaced; and
- (iii) of the rights of the CEO to require the employee taking parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

37.24 Effect of Parental Leave on Service

- (a) A period of parental leave does not break an employee's continuity of service.
- (b) Subject to clause 37.24(c), any period of paid parental leave, including paid leave as a result of access to accrued entitlements under clause 37.16 will count as service.
- (c) Where any employee elects to take paid parental leave at half pay in accordance with clause 37.15, only the first one week, two weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.
- (d) Unless otherwise provided in this clause, any period of unpaid parental leave will not count as service.

37.25 Superannuation Contributions During Period of Parental Leave

- (a) This clause applies to an employee who is entitled to at least 14 weeks paid primary caregiver leave and who takes unpaid primary caregiver parental leave during the first 12 months of their parental leave period.
- (b) During the first 12 months of primary caregiver parental leave an employee will continue to receive Employer Superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, on any period of unpaid primary caregiver parental leave taken.
- (c) The maximum amount of employer superannuation contributions provided will be equivalent to the amount of employer superannuation contributions the employee would have received had the employee not been on approved primary caregiver parental leave.

38. Compassionate Leave

38.1 Relationship with By-laws and other instruments

The provisions of this clause set out all entitlements in relation to compassionate leave, and replace all By-law entitlements relating to compassionate leave.

38.2 Except where otherwise stated in this clause, this clause does not apply to employees engaged on a casual basis.

38.3 Definitions

For the purpose of this clause:

- (a) **child** means birth, an adopted, step or adult child;
- (b) **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.
 - (c) 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.
 - (d) **spouse** includes a former spouse.
- 38.4 Subject to clauses 38.5 and 38.6, in the event of the death of, or an illness or injury posing a serious threat to the life of an employee's immediate family or household member an employee is entitled to:
- (a) three days paid compassionate leave on each occasion; or
 - (b) two days unpaid compassionate leave in the case of a casual employee.
 - (c) Such leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the CEO.
 - (d) The CEO may grant an additional period of unpaid compassionate leave.

38.5 Notice Requirements

An employee must provide the CEO with notice of the taking of leave under this clause 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.

38.6 Documentation Requirements

The CEO may require an employee to produce documentary evidence of the need for compassionate leave.

39. **Personal Leave**

39.1 Relationship with By-laws and Other Instruments

The provisions of this clause set out all entitlements in relation to personal leave (sick/carer's leave), and replace all By-law entitlements relating to personal leave (sick/carer's leave).

39.2 General

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

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

39.3 Definitions

For the purpose of this clause:

- (a) **child:** see clause 38.3(a);
- (b) **de facto partner:** see clause 38.3(b);
- (c) **immediate family:** see clause 38.3(c);
- (d) medical **certificate** means a certificate signed by a registered health practitioner;
- (e) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;
- (f) **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); and
- (g) **spouse:** see clause 38.3(d).

39.4 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 39.4(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 39.4(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 39.8;
 - (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.

39.5 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 39.7 and 39.8.
- (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 39.5(a).

39.6 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 39.6(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 39.6 is subject to the notice and evidence requirements in clauses 39.7 and 39.8.

39.7 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.

39.8 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 39.8(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 39.2(a)(i) (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 39.8(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 39.2(a)(ii) (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, 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.

Note: For shiftworkers, see also clause 72 regarding the taking of personal leave without documentary evidence.

39.9 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of clauses 39.7 and 39.8 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.

39.10 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 39.10(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 39.10(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.

39.11 Infectious disease

Where an employee produces documentary evidence that:

- (a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act*; 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

- (c) sick leave for any period during which the employee actually suffers from illness; or
- (d) recreation leave in relation to any period during which the employee does not actually suffer from illness.

39.12 War service

The Commissioner shall determine the conditions under which personal leave may be granted to an employee where an illness or injury is directly attributed to the employee's war service, provided satisfactory medical evidence is produced.

39.13 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.

40. Domestic and Family Violence

- 40.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic and family violence (including sexual violence). Support measures for employees include leave with pay, flexible work options and access to an Employee Assistance Program (EAP) for domestic and family violence purposes. Additional support may be available to these employees through their agency.

- 40.2 Leave with pay is available to an employee who is experiencing domestic and family 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.
- 40.3 Domestic and family violence leave is accessed in accordance with By Law 18 – Miscellaneous Leave and is in addition to other leave entitlements. Domestic and family violence leave will count as service for all purposes.
- 40.4 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.
- 40.5 Reasonable adjustments should be considered to ensure the individual's safety in the workplace (eg different work locations, removal of phone listing or changes to NTG email addresses).

41. Cultural and Ceremonial Leave

- 41.1 An employee is entitled to up to five days unpaid cultural leave for cultural and ceremonial obligations each 12 months for the purposes of undertaking their cultural or ceremonial obligations for the community or group to which the employee belongs.
- 41.2 The CEO may, on application grant leave subject to clauses 41.4 and 41.5.
- 41.3 The CEO will have regard for an employee's cultural or ceremonial obligations, and may grant a further period of unpaid cultural and ceremonial leave.
- 41.4 Notice Requirements
- (a) An employee must make all reasonable efforts to advise the CEO as soon as reasonably practicable of the period or expected period of the cultural or ceremonial leave.
 - (b) Notice should minimise the impact on agency operations.
- 41.5 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.
- 41.6 Alternately an employee may access their paid recreation or long service leave entitlements for the purpose of undertaking cultural or ceremonial obligations.

Note: Access to long service leave entitlements is subject to the minimum period set out in By-law 8.

42. Recreation Leave

42.1 Relationship with By-laws and other instruments

The provisions of this clause set out all entitlements in relation to recreation leave, and replace all By-law entitlements relating to recreation leave.

42.2 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.

42.3 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 42.3(a)(iii); and
 - (iii) an additional seven consecutive days including non-working days 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 42.3(a)(iii).

42.4 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.

42.5 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.

42.6 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under Schedule 1.2), 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.

42.7 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.

42.8 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.

42.9 Illness During Leave

Where an employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 39 (Personal Leave), the CEO may grant personal leave and authorise the equivalent period of recreation leave to be re-credited.

42.10 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.

43. Christmas Closedown

- 43.1 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.
- 43.2 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.
- 43.3 Employees affected by the closedown period must use either recreation leave, time off in lieu or flextime credits to cover the closedown period.
- 43.4 New employees, who will not be able to accrue enough leave credits to cover the closedown period, 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 the closedown period, or offered alternate work.
- 43.5 If an employee has insufficient accrued recreation leave entitlements, 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.

44. Recreation Leave Loading

- 44.1 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 44.1(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 June quarter 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 44.1(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 71 for shift penalties payable on recreation leave.

44.2 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 44.2(b) will be the salary payable had the employee been employed on 1 January of that year.

44.3 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.

45. Long Service Leave

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

Division 4 (PART 3) - Other

46. Training and Development

- 46.1 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.
- 46.2 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.
- 46.3 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.

47. Performance Planning and Review

- 47.1 Unless otherwise agreed, an employees and their manager will undertake an annual performance planning and review process in accordance with agency procedures.
- 47.2 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.
- 47.3 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.
- 47.4 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.
- 47.5 Information collected through the performance planning and review process must comply with the Information Privacy Principles set out in the *Information Act*.
- 47.6 Information gathered through the performance planning and review process will form part of the employee's employment record.

48. Professional Issues

48.1 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 48.3);
 - (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 48.2).
- (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.

48.2 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.

48.3 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;
 - A. One year up to five years continuous service in the professional stream – as at 1 January 2017 – up to \$572 per annum; or
 - B. Five years or more continuous service in the professional stream – as at 1 January 2017 – up to \$1259 per annum.
 - (ii) The allowance amounts outlined in clauses 48.3(b)(i)A and 48.3(b)(i)B will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index with effect from 1 January each year.

- (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.

48.4 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.

49. Technical 1/Technical 2

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.

50. Redeployment and Redundancy

50.1 The provisions of Schedule 10 Northern Territory Public Sector Redeployment and Redundancy Entitlements 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.

50.2 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:

- (a) the second employer recognises the employee's service with the first employer; or
- (b) the employee rejects an offer of employment made by the second employer that:
 - (i) 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
 - (ii) 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 4 – HOURS OF WORK

51. Application

51.1 This Part does not apply to employees covered by Schedule 9.

51.2 There are three Divisions under this part. Division 1 sets out the general provisions in relation to hours of work, overtime and specific duty. Division 2 sets out the specific provisions that relate to day workers and Division 3 sets out the specific provisions in relation to shiftworkers. Each Division contains reference to the Schedules for provisions and rates for specific industry groups.

Division 1 (PART 4) General

52. Hours of Work

- 52.1 Unless otherwise provided in clause 52.2, the ordinary hours of duty for full-time employees will be 36.75 per week or 38 hours per week.
- 52.2 Each Schedule specifies the hours of work for an employee covered by that Schedule:
- (a) Schedule 2 - 36.75 per week or 38 hours per week.
 - (b) Schedule 3 - 38 hours per week.
 - (c) Schedule 4 - 38 hours per week.
 - (d) Schedule 5 - 38 hours per week.
 - (e) Schedule 7 - 38 hours per week.
 - (f) Schedule 8 - 36.75 per week or 38 hours per week.
- 52.3 Duty which is performed beyond the ordinary hours of duty in clause 52.1 or 52.2 through the averaging of hours over the cycle in clause 54 (Averaging Hours) will be subject to clause 55 (Additional Hours and Overtime).

53. Minimum Rest (Meal Break) Period

- 53.1 Unless authorised to do so by the relevant delegate (ie manager), an employee will not work for more than five hours continuously without a meal break of at least 30 minutes.
- 53.2 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.
- 53.3 The meal break period will not count as part of the employee's ordinary hours of duty.
- 53.4 A Schedule may provide for specific rest breaks during ordinary hours of duty. For example:
- (a) Schedule 3 – see clause 3.8 (Hours of Work – Additional Breaks);
 - (b) Schedule 4 – see clause 4.9.2(c) (Shiftworkers paid meal break) and clause 4.15 (Tea Breaks);
 - (c) Schedule 5 – see clause 5.6 (Reference to Schedule 4);
 - (d) Schedule 7 – see clause 7.3 (Reference to Schedule 3) subject to clause 7.6.1 (Shiftwork).

54. Averaging Hours

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

- 54.2 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) the agreement must be documented in writing;
 - (e) the agreement may be varied provided there is agreement between the CEO and the employee or, the majority of affected employees;
 - (f) 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; and
 - (g) all work performed outside ordinary hours of work will be paid at the applicable overtime penalties, except where the employee is a shiftworker.
 - (h) Employees under Schedule 3 (Construction), Schedule 7 (Transport) and Schedule 8 (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.

55. Additional Hours and Overtime

55.1 General

An employee shall be liable to be called for duty at any time that the employee is required.

55.2 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.

55.3 Reasonable request to work overtime

- (a) 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:
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) any notice given by the CEO or delegate of any request or requirement to work the additional hours;
 - (iv) any notice given by the employee of their intention to refuse to work the additional hours;
 - (v) the needs of the agency or work unit;
 - (vi) 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;
 - (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (viii) the nature of the employee's role, and the level of responsibility;
 - (ix) whether the additional hours are in accordance with an averaging arrangement agreed to by the CEO and the employee;
 - (x) any other relevant fact.

55.4 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.

55.5 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 55.5(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.
- (i) For employees covered by Schedule 4, other allowances may also be included in the calculation of overtime, see clause 4.12.1.

55.6 Part-time Overtime (Non-Shiftworkers)

- (a) A part-time employee meeting the overtime eligibility requirements of clause 55.4 may elect to undertake additional hours and will be paid at ordinary 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) A part-time employee meeting the eligibility requirements of clause 55.4, 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 or additional hours at the ordinary time, the part-time employee's agreed hours may be reviewed and increased in line with the 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 the manager and employee cannot agree on the increased hours then the regular extra hours identified in the review shall only be paid at ordinary time.

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 (ie employee election) or by direction of the employee's manager.

55.7 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 57.5(e), an employee who performs overtime while in a restriction situation under clause 57 (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 56 (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 61 (Rest Relief) where the actual time worked is less than three hours on the recall or on each of the recalls.

55.8 Meal Allowance

- (a) 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.

- (b) A meal period means the following periods:
 - (i) 7.00 am to 9.00 am
 - (ii) 12 noon to 2.00 pm
 - (iii) 6.00 pm to 7.00 pm
 - (iv) midnight to 1.00 am
- (c) Meal allowance is also payable to an employee who is required:
 - (i) 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;
 - (ii) 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;
 - (iii) 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
 - (iv) 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.
- (d) The amount of meal allowance payable under clause 55.8 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.
- (e) 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.
- (f) An employee may make alternative arrangements to receive cash payments after receiving approval from the CEO.

See also Schedule 3, clause 3.9.3 and Schedule 4, clause 4.8.10.

55.9 Time Off in Lieu of Overtime Payment

- (a) Time off may be granted in lieu of overtime with the agreement of the employee at the ordinary time rate. Where time off in lieu of a payment has been agreed, and the employee has not been granted that time off within a period of eight months, payment at the overtime rate according to the employee's salary at the time of payment will be made.
- (b) An employee who is to receive payment in accordance with clause 55.9(a) 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.
- (c) The maximum amount of time off in lieu that can be accrued is 40 hours.

- (d) 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.

56. Emergency Duty

- 56.1 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.
- 56.2 The time for which payment is made will include time necessarily spent in travelling to and from duty.
- 56.3 The minimum payment for emergency duty is two hours at double time.
- 56.4 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.
- 56.5 The provisions of this clause do not apply to an employee whose commencement time of regular duty is altered to meet an emergency.

57. Restriction Duty

- 57.1 Restrictive Duty provisions set out in the following Schedules apply to employees to the extent of any inconsistency:
 - (a) Schedule 2 – Child Protection Practitioners and Senior Child Protection Practitioners (clause 2.6).
 - (b) Schedule 3 – Call Back and On call Allowance (clause 3.9.5 and 3.10)
 - (c) Schedule 4 – On-call and Standby (clause 4.14).
 - (d) Schedule 7 – clause 7.3 (reference to Schedule 3)
- 57.2 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.
- 57.3 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.

57.4 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 56 (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.

57.5 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 57.4, 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 57.5(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 57.5(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 57.5(a)(iv) for the proportion of the period calculated in accordance with clause 57.5(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 57.5(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 57.5(a)(ii) (Stand by), 57.5(a)(iii) (Home duty), 57.5(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 57.5(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 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.

57.6 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 57 (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 57.6(c) will be the maximum annual salary payable to an Administrative Officer 6.
- (c) The hourly rate of payment will be calculated as follows:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \% \text{ of salary prescribed in clause 57.5}$$

58. Saturday Duty

- 58.1 Saturday pay will be granted for any scheduled duty performed between midnight on Friday and midnight on Saturday.
- 58.2 A shiftworker will be paid Saturday duty rates in accordance with clause 68 (Penalty Rates).
- 58.3 A non-shiftworker (day worker) will be paid at the relevant overtime rates for on a Saturday in accordance with clause 64 (Overtime), unless clause 63.2 applies.

59. Sunday Duty

- 59.1 Sunday pay will be granted for any scheduled duty performed between midnight on Saturday and midnight on Sunday.
- 59.2 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.
- 59.3 An employee required to attend for duty on Sunday who has conscientious scruples against Sunday duty is entitled to seek to furnish a substitute.
- 59.4 A shiftworker will be paid Sunday duty rates in accordance with clause 68 (Penalty Rates).
- 59.5 A non-shiftworker will be paid at the relevant overtime rates for duty on a Sunday in accordance with clause 64 (Overtime).

60. Public Holiday Duty and RDOs

- 60.1 Public holiday means a holiday as prescribed in clause 74 (Public Holidays).
- 60.2 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.
- 60.3 Where it is not practicable to grant a day's leave in accordance with clause 60.2, the employee will be paid instead one day's pay at the ordinary rate.
- 60.4 A shiftworker will be paid Public Holiday duty rates in accordance with clause 68 (Shiftworker Penalty Rates).
- 60.5 A non-shiftworker will be paid at the relevant overtime rates for duty on a Public Holiday in accordance with clause 64 (Overtime).

61. Rest Relief

- 61.1 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 may be entitled to be released from duty or receive a payment as per the relevant Schedules:
- (a) Schedule 2 – 2.4.2
 - (b) Schedule 3 – 3.9
 - (c) Schedule 4 – 4.12.2
 - (d) Schedule 5 – 5.6 (provides reference to Schedule 4)
 - (e) Schedule 7 – 7.3 (provides reference to Schedule 3)

Division 2 (PART 4) – Day Workers (non-shiftworkers)

62. Definition – Day worker

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

63. Span of Hours

- 63.1 The span of hours will be Monday to Friday 6.00 am to 6.00 pm.
- 63.2 Employees, other than shiftworkers, covered by Schedule 2 or Schedule 8 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 64.1(b).

64. Overtime (Day worker)

64.1 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.

64.2 Overtime Rates

Employees will be paid overtime rates as follows:

- (a) Schedule 2 and Schedule 6
 - (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 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.
 - (iv) Except as provided in this clause or clause 3.9 in computation of overtime, each day's work shall stand alone.
- (c) 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.
- (d) Schedule 5
 - (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 7
 - (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 8
 - (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 55.7*
- (ii) *Emergency Duty clause 56*
- (iii) *Restrictive Duty clause 57*

Division 3 (PART 4) – Shiftworkers

65. Definition - Shiftworker

- 65.1 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.

66. Hours and Cycle of Shifts

- 66.1 As per clause 52 (Hours of Work) 54 (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.
- 66.2 In accordance with clause 53 a shiftworker will not be required to work more than five hours continuously without a meal break unless authorised to do so.

67. Rosters

- 67.1 A shiftworker roster pattern should be developed in accordance with fatigue management principles, and in consultation with relevant employees, as per clause 14 (Management of Change) which may include the establishment of a consultative committee.
- 67.2 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 14 (Management of Change), not be changed until after four weeks notice unless otherwise agreed.
- 67.3 Notice for a change to an employee's shift may be required by the relevant Schedules:
- (a) Schedule 2 – see clause 2.4.
 - (b) Schedule 3 – see clause 3.12.
 - (c) Schedule 4 – see clause 4.10.
 - (d) Schedule 5 – see clause 5.6 (refers to Schedule 4).

68. Shiftwork Penalty Rates

- 68.1 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 2– clause 2.3

- (ii) Schedule 3 – clause 3.13
- (iii) Schedule 4 – clause 4.9
- (iv) Schedule 5 – clause 5.6 (refers to Schedule 4)
- (v) Schedule 6 – refer to Schedule 2 clause 2.3
- (vi) Schedule 7 – clause 7.6
- (vii) Schedule 8 – clause 8.4

Note: employees may enter into a Group Flexible Work Arrangement as per clause 32 to have a consolidated allowance instead of shift payments or other payments.

- 68.2 The minimum additional payment payable for ordinary duty performed on a public holiday is four hours for each separate attendance.
- 68.3 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.
- 68.4 Refer to clause 71, for the payment of shiftwork payments during a period of recreation leave.
- 68.5 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.

69. Public Holiday Duty and RDOs (shiftwork)

- 69.1 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.

70. Overtime (shiftwork)

- 70.1 Overtime to be reasonable and subject to general overtime provisions in clause 55 (Additional Hours and Overtime).
- 70.2 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.

- 70.3 A part-time employee meeting the overtime eligibility requirements of clause 55.4 may elect to undertake additional hours and will be paid at ordinary 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 regular and extra duty as applicable to an equivalent full-time employee.
- 70.4 A part-time employee meeting the eligibility requirements of clause 55.4, who is directed to perform duty which is outside their agreed hours will be paid overtime at the applicable overtime rates.
- 70.5 Where a part-time employee is regularly performing overtime or additional hours at the ordinary time, the part-time employee's agreed hours may be reviewed and increased in line with the 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 the manager and employee cannot agree on the increased hours then the regular extra hours identified in the review shall only be paid at ordinary time.
- For example: If a part-time employee has an agreed hours of 20 hours per week (five hours over four days) and was working an additional five hours each week (five hours over five days) then after three months the agreed hours may be reviewed and increased to be 25 hours per week.*
- 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 (ie employee election) or by direction of the employee's manager.*
- 70.6 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 clause 29 (Casual Employment) is not paid for overtime.
- 70.7 Overtime rates
- (a) The provisions of clause 56 (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 2 and Schedule 6
 - (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 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 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 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 70.7(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 5
 - (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 70.7(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 7
 - (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 8
 - (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.

71. Recreation Leave and Shiftwork Penalties

71.1 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).

71.2 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;
- (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 68.

71.3 A shiftworker on recreation leave at half pay as per Schedule 1.2 will be paid PILS. Such penalties will be calculated based on the period of leave which counts for service in accordance with Schedule 1.2 and will be paid at 50% for the entire period in accordance with Schedule 1.2.

71.4 Where an employee has been approved to cash-out their recreation leave in accordance with clause 42.8, payment will be calculated based on the employee's previous six months of shiftwork payments under clause 68.

72. Personal Leave (shiftwork)

For the purposes of clause 39.8(d) an employee may access personal leave without providing documentary evidence up to a maximum of the employee's weekly hours or five shifts whichever is the greater, provided that no more than three of those shifts may be consecutive working days.

PART 5 – OTHER ALLOWANCES AND CONDITIONS

Division 1 (PART 5) – General Conditions

73. Grievance and Dispute Resolution Training

73.1 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.

73.2 Leave granted under sub-clause 73.1, will be with full pay at ordinary time, excluding shift, penalty or overtime payments, and will count as service for all purposes.

74. Public Holidays

74.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.

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

74.3 An employee will observe any day proclaimed or gazetted as a public holiday.

74.4 An employee may be required to work on any public holiday.

75. Leave to Attend Industrial Proceedings

75.1 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.

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

Division 2 (PART 5) - Allowances

76. Accident Allowance

76.1 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.
- 76.2 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.
- 76.3 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.
- 76.4 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 76.1 and not attributable to wilful misconduct, or a longer period determined by the Commissioner.
- 76.5 An employee paid an allowance in accordance with paragraph 76.4 may utilise available personal leave credits on full or half pay to supplement the allowance to the level of their normal time salary.
- 76.6 The amount of accident allowance payable in accordance with paragraph 76.4 will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.
- 76.7 Accident allowance is not payable where an employee receives benefits in respect of the injury at the same time under the *Northern Territory Work Health and Safety (National Uniform Legislation) Act 2016* or the *Northern Territory Motor Accidents (Compensation) Act*, as amended, but nothing in this clause will reduce the rights of an employee under those Acts.
- 76.8 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.

77. Excess Travel Time

- 77.1 An employee who is travelling or on duty away from the employee's usual place of work will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:
- (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.
- 77.2 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.

77.3 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.

77.4 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.

77.5 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.

77.6 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.

77.7 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) one half hour in any one day; or
- (b) two and one half hours in any pay period where the employee's ordinary hours are confined to five days of the week; or
- (c) three hours in any pay period where the employee's ordinary hours are rostered on six days of the week.

77.8 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 77.3(d) is double time.

- 77.9 An employee in receipt of a salary exceeding the first incremental point of the Administrative Officer 4 salary will not be entitled to payment for excess travelling time.

Division 3 (PART 5) – Employee Entitlements Referenced to By-laws

78. Emergency Leave

An employee will be eligible for the grant of emergency leave in accordance with By-law 15.

79. Release for Jury Leave

An employee will be granted jury leave in accordance with By-law 20.

80. Release to Attend as a Witness

An employee will be eligible for leave to attend as a witness in accordance with By-law 21.

81. 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.

82. 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.

83. Preserved Entitlements for Long-term Employees

83.1 Northern Territory Allowance

Subject to satisfying the annual review requirements, an employee in receipt of the Northern Territory Allowance on the day prior to the commencement of this Agreement will be eligible to continue to receive the allowance as per By-law 26 and By-law 49.

83.2 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 clause 4(e).
 - (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:
 - (i) 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.

Schedule 1 **Work Life Balance Initiatives**

1.1 General

1.1.1 In addition to the principles contained in clause 34.2 of the Agreement, access to the initiatives set out below must be in accordance with this Schedule.

1.1.2 The provisions of this Schedule do not apply to casual employees.

1.1.3 In assessing the leave initiatives set out below, it is not intended that employees be advantaged or disadvantaged in relation to the administration of accrual or payment of entitlements.

1.2 Recreation Leave at Half Pay

1.2.1 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.

1.2.2 An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.

1.2.3 Where an employee utilises an amount of recreation leave at half pay:

- (a) 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.

- (b) salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.

1.2.4 A period of recreation leave at half pay does not break continuity of service.

1.2.5 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.

1.3 Purchase of Additional Leave ('Purchased Leave')

1.3.1 Entitlement to purchased leave

- (a) An employee who has completed 12 months continuous service may, with approval of the CEO, purchase between one to six weeks additional leave per year with a corresponding reduction in the number of working weeks.

Example:

Additional six weeks purchased leave (12 weeks leave in total)

Additional five weeks purchased leave (11 weeks leave in total)

Additional four weeks purchased leave (10 weeks leave in total)

Additional three weeks purchased leave (nine weeks leave in total)

Additional two weeks purchased leave (eight weeks leave in total)

Additional one week purchased leave (seven weeks leave in total)

- (b) An employee cannot access recreation leave at half pay whilst under a purchased leave arrangement.
- (c) A CEO must not approve a purchased leave arrangement that will provide an employee with a total leave balance (ie accrued recreation leave entitlements and purchased leave) that will exceed the applicable excess recreation leave limits in clause 42.7 (Excess Leave) of this Agreement.

1.3.2 Method of purchase

- (a) Additional leave must be purchased in advance.
- (b) An employee purchasing additional leave will pay an amount equal to salary for the additional leave over a 12 month period. Payments will be deducted from the employee's gross fortnightly salary.

For example: An employee earns an annual gross salary of \$47 006 or \$1802.15 per fortnight. The employee purchases an additional four weeks leave which equates to two fortnightly pays (ie \$3604.30).

The employee's fortnightly deductions over a 12 month period (26 pays) would be:

- *\$138.80 for the first deduction; and*
- *\$138.62 for the remaining 25 deductions.*

Note: DCIS payroll is responsible for calculating actual deductions associated with an application for purchased leave.

- (c) Subject to any requirements to utilise purchased leave under this clause, purchased leave will be credited and available for use every three months.

For example: An employee purchasing an additional four weeks leave, commences the 12 month agreement on 1 January 2017 will be credited leave as follows:

- *five days to be credited on 1 April 2017;*
- *five days to be credited on 1 July 2017;*
- *five days to be credited on 1 October 2017; and*
- *the remaining five days to be credited on 1 January 2018.*

Note: DCIS payroll is responsible for calculating actual deductions associated with an application for purchased leave.

- (d) The employee's deductions for purchased leave will be increased in accordance with salary increases applying during the period of the Agreement.
- (e) A period shorter than 12 months for purchasing additional leave may be implemented with the CEO's approval.

1.3.3 Administrative

- (a) For the period over which payments are being deducted from an employee's salary to fund a purchased leave arrangement, compulsory employer

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

- (i) prior to purchased leave deductions being made in the case of NTGPASS and CSS employees; and
 - (ii) after purchased leave deductions being made in the case of Choice of Fund superannuation fund employees.
- (b) Purchased leave will count as service for all purposes.
 - (c) Purchased leave does not attract a leave loading.
 - (d) Approval to utilise the additional leave purchased shall only be granted where an employee has:
 - (i) less than three days of accrued recreation leave entitlements;
 - (ii) exhausted long service leave entitlements, except where the employee has satisfied the conditions of By-law 8.3;
- as of the date the employee intends to utilise the additional leave either of these requirements can be waived where an employee has attempted to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of the agency.
- (e) If an employee does not use the purchased leave within the period agreed and leave is not deferred, it will lapse and the employee will be reimbursed monies paid.
 - (f) Purchased leave must be taken in minimum periods of one week.
 - (g) Where a public holiday falls within a period of purchased leave the period of the public holiday is not deducted from the employee's purchased leave balance.

1.3.4 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.

1.3.5 Agreement

- (a) A purchased leave agreement must be in writing.
- (b) A purchased leave agreement is non-renewable. On the expiry of an existing agreement, the employee may lodge a new application for approval by the CEO.

1.3.6 Cessation of purchased leave

- (a) A purchased leave arrangement may cease in the following ways:
 - (i) At the request of the employee on the giving of four weeks written notice to the CEO, provided that approval of the request is at the discretion of the CEO, based on operational and other relevant considerations.
 - (ii) At the initiative of the CEO, on the giving of three months written notice to the employee, along with reasons for the cessation.
 - (iii) The employee ceases employment with the NTPS.
 - (iv) The employee moves to a new work area within the agency, or to another agency (unless the new work area or agency agrees to continue the arrangement).
- (b) Where a purchased leave arrangement ceases in accordance with clause 1.3.6(a) the employee will be reimbursed a lump sum payment of monies paid within two months of the date of cessation, provided that where the employee has already commenced the period of purchased leave, the employee will be reimbursed monies paid on a pro rata basis, in accordance with the portion of monies relating to the unused period of leave.

Schedule 2 The Community and Public Sector Union

Provisions

2.1 Application

2.1.1 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, Schedule 2 in predecessor enterprise agreements related to the, now repealed, Community and Public Sector Union (Northern Territory Public Sector) Award 2002 [AP815998].

2.2 Allowances

2.2.1 First aid allowance

- (a) Subject to clause 2.2.1(c) 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) The allowance rates specified in Schedule 11 relate to the following qualifications:
 - (i) Provide First Aid [HLTAID003]
 - (ii) Provide Advanced First Aid [HLTAID006]
- (c) 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 that the CEO is satisfied that the qualification is necessary in the performance of the work in which the employee is employed.

2.2.2 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.

2.3 Shiftwork Penalty Payments

2.3.1 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 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 68.1 for Saturday, Sunday and Public Holiday shift payments.

2.4 Notice of Change in Rostered Hours of Duty

2.4.1 Subject to clause 2.4.2, 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.

2.4.2 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.

2.5 Rest Relief after Overtime

2.5.1 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.

2.5.2 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.

2.5.3 The provisions of clause 2.5.3 will not apply to overtime worked in the circumstances covered by clause 56 (Emergency Duty) unless the actual time worked (excluding travelling time) is at least three hours on each call.

2.5.4 The provisions of this clause will apply only to employees who are eligible for overtime payment pursuant to clauses 55.4 and clauses 64 (Overtime day worker) or 70 (Overtime shiftworker).

- 2.5.5** Provided that in lieu of clause 56 (Emergency Duty) the provisions of this clause will apply.

2.6 Restrictive Duty – Child Protection Practitioners and Senior Child Protection Practitioners

Note: Previously these positions were titled 'Community Welfare Worker' and 'Senior Community Welfare Worker'.

- 2.6.1** Subject to clause 2.6.2, 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.
- 2.6.2** No payment will be made to an employee under clause 2.6.1 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.
- 2.6.3** 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.
- 2.6.4** Notwithstanding the provisions of clause 57 (Restriction Duty), the rate of payment for an employee who is restricted in accordance with clause 2.6.3 is the rate specified in Part B of Schedule 11.
- 2.6.5** The payment in clause 2.6.4 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 2.6.6) will be paid for that time in excess of one hour.
- 2.6.6** Where minimum payments for overtime fall due, in accordance with clause 2.6.5, it is to be recognised that the payment referred to in clause 2.6.4 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.

2.7 School-Based Administrative Employees

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

2.7.1 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, ie 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.

2.7.2 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 2.7.1, 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 2.7.3 (School Vacation and Holidays); 2.7.4 (Extra Duty) 2.7.5 (Additional Payment for Annual Leave) 2.7.6 (Definition of a School Year) and 2.7.7 (Personal Leave) do not apply.

2.7.3 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) Subject to the provisions of clause 2.7.3(e) an employee will be paid salary at ordinary rates for any day on which the employee, in accordance with the provisions of clause 2.7.3(a) is relieved of the obligation to attend for duty.
- (d) Where an employee is required to perform duty on a day which, in accordance with clause 2.7.3(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 2.7.1, 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.
- (e) An employee who is employed for less than the full school year, as defined in clause 2.7.6 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.

2.7.4 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 2.7.3(d) will be paid at the rates prescribed in clause 64.2(a).
- (c) Provided that extra duty performed within the nominal hours of duty as specified in clause 2.7.1 will not attract an additional payment until the employee has performed duty in excess of 7 hours 21 minutes on that day.

2.7.5 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 44 (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 2.7.6 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 2.7.5(b)(i) and 2.7.5(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 2.7.5(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.

2.7.6 Definition of school year

- (a) This clause only applies to AO92% and AO96% employees.
- (b) For the purposes of clause 2.7.5 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 2.7.2 and 2.7.4 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.

2.7.7 Personal leave

- (a) An employee will be entitled to personal leave in accordance with clause 39 (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 2.7.2 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.

2.7.8 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.

2.7.9 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.

2.7.10 Parental leave

An employee will be entitled to parental leave in accordance with the provisions of clause 37 (Parental Leave) of this Agreement, provided that the conditions of clause 2.7.3(e) 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.

2.7.11 Transfer to and from other designations

- (a) An employee who transfers or is promoted to a designation as specified in clause 2.7.1, 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 2.7.1, is not sufficient to cover payment for school vacations in accordance with clause 2.7.3(e), 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 2.7.1, to another designation, will carry over accrued recreation leave entitlements calculated in accordance with clause 2.7.3(e) 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 2.7.1, will accrue recreation leave in accordance with the provisions applicable to that designation and such leave may be utilised in accordance with clause 2.7.11(a).
- (d) An employee whose accrued recreation leave entitlements are frozen in accordance with clause 2.7.11(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.

2.7.12 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 2.7.1;
 - (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 2.7.1 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 2.7 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.

2.8 Conditions of Advancement

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

2.8.1 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.

2.8.2 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.

2.8.3 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.

2.8.4 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 2.8.4(a)(i) above and has at least four years related experience relevant to the actual duties to be performed.

2.8.5 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.

2.8.6 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 2.8.6(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 2.8.6(a)(ii) and a Certificate in Linguistics or a Certificate in Literacy Production.

2.8.7 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 2.8.7(a)(i)A or 2.8.7(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 2.8.7(a)(i)A or 2.8.7(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 – may not advance beyond the third or fourth salary points unless they possess qualifications as specified in clauses 2.8.7(a)(i) or 2.8.7(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 if after having spent 12 months at the third salary point if 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.

2.8.8 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 2.8.8(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 2.8.8(b).
- (d) Eligible employees will, if they have complied with the conditions specified in clause 2.8.8(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 2.8.8(e)(ii).
- (g) Eligible employees will, if they have complied with the conditions specified in clauses 2.8.8(e) or 2.8.8(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 2.8.8(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 2.8.8(a) to 2.8.8(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 3 Construction and Maintenance Employees’ Provisions

PART A – CONSTRUCTION AND MAINTENANCE

3.1 Application

3.1.1 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 Voice;
- (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, Schedule 3 in predecessor enterprise agreements related to the, now repealed, Construction and Maintenance Workers (NTPS) Award 2001 [AP811473].

3.2 Definitions

3.2.1 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.

3.2.2 Electrical mechanic means a tradesperson mainly engaged on electrical installation, repairs and maintenance work.

3.2.3 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.

3.2.4 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.

3.2.5 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.

3.2.6 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.

3.2.7 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.

3.2.8 Metal tradesperson assistant means an employee directly assisting a metal tradesman Physical level 4 or above.

3.2.9 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.

3.3 Apprentices

3.3.1 An apprentice 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.

- 3.3.2** An apprentice shall also be accorded the general conditions of this Schedule.
- 3.3.3** An apprentice shall be paid not less than the adult minimum wage as prescribed in the PSEM Act By-laws.
- 3.4 Fares and Travelling Expenses on Engagement and on Termination of Employment – Fixed Period Employees**
- 3.4.1** 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.
- 3.4.2** 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.
- 3.4.3** 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.
- 3.4.4** If an employee engaged in accordance with clause 3.4.1 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 3.4.3, from the time of commencing travel for the return journey until the time of arrival at the place of engagement.
- 3.4.5** Such entitlement shall lapse if not availed of before the expiration of three months from the date of termination of employment.
- 3.4.6** 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.

3.5 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.

3.6 Payment of Wages

3.6.1 Wages shall be paid fortnightly at the option of the agency.

3.6.2 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.

3.6.3 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.

3.6.4 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.

3.6.5 If the delay is caused by circumstances outside the control of the agency, clause 3.6.4 shall not apply.

3.7 Allowances

3.7.1 Leading hands

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

3.7.2 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.

3.7.3 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 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 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 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 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 Schedule 11.

(vii) Toxic substances

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

3.7.4 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.

3.7.5 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 Schedule 11 in addition to the rates prescribed in clause 3.7.5(a).

3.7.6 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 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 3.7.6(a)(i).

3.7.7 First aid allowance

A qualified first aid person shall be paid an allowance at the rate specified in 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.

3.8 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.

3.9 Overtime

3.9.1 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.

3.9.2 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.

3.9.3 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 55.8 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 3.9.3(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 3.9.3(a) in respect of each meal provided by the employee, but which is made surplus by the change in requirements.

3.9.4 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.

3.9.5 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 3.10 (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 55.7 where the actual time worked is less than three hours on the recall or on each of the recalls.

3.10 On Call Allowance

3.10.1 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 Schedule 11.
 - (ii) Saturday, Sunday, public holidays and programmed days off (day and night inclusive) at the rate specified in Schedule 11.

3.11 Sunday and Public Holiday Work

3.11.1 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.

3.11.2 For the purposes of clause 3.11.1 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.

3.12 Notice of Roster Change (Shiftwork)

3.12.1 Change in roster

- (a) 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.

- (b) So far as employees present themselves for work in accordance therewith shifts shall be worked according to the roster.
- (c) 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.

3.13 Shiftworker Penalties

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

3.13.2 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.

3.13.3 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.

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

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

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

Refer to clause 68 for Saturday, Sunday and Public Holiday shiftwork payment.

3.14 Travelling Time Between Jobs

3.14.1 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.

3.14.2 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.

3.15 Appropriate Physical Level (Construction and Maintenance)

3.15.1 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 3.15. The work level standards should be read in conjunction with the types of jobs listed under each Physical level set out in this clause.

3.15.2 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).

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

- (a) Physical level 2
 - (i) Driver, rigid vehicle, to eight tonnes.

3.15.4 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.

3.16 Work Level Standards (Construction and Maintenance)

3.16.1 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.

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.

3.16.3 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:
 - 1) 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);
 - 2) crawler tractor – without power operated attachments above class 3 with power attachments class 3, 4, 5 and class 6;

- 3) mobile crane – with lifting capacity up to and including 15 tonnes;
 - 4) grader – power operated below 35kW engine power;
 - 5) pneumatic tyred loader – up to and including 110kW engine power;
 - 6) crawler loader – up to and including class 6;
 - 7) excavator – up to and including a half cubic metre;
 - 8) 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
- (i) Advancement to a higher level will be subject to:
 - A. satisfactory completion of a competency assessment applicable to the higher;
 - B. the normal merit-based promotion processes; and

C. a vacant job being available.

3.16.4 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.

(iv) Training

Advancement to a higher level will be subject to:

- A. satisfactory completion of a competency assessment applicable to the higher level;
- B. the normal merit-based promotion processes; and
- C. a vacant job being available.
- D. 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.

3.16.5 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:
 - estimating and ordering;
 - work prioritising;
 - staffing control and training;
 - maintenance of records and basic reporting;
 - application of quality standards, occupational health/safety and equal opportunity programs to work areas;
 - 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
 - A. Plant operator/transport driver
 - 1) 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.
 - 2) Service, lubricate, clean and refuel plant and perform minor repairs;
 - 3) Record instrument readings, hours of operation, fuel consumption and power output;

- 4) Operates electrical or manual controls to raise, lower and manipulate plant and/or selected attachments;
 - 5) 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.

(iii) Training

Advancement to a higher level will be subject to:

- A. satisfactory completion of a competency assessment applicable to the higher level;
- B. the normal merit-based promotion processes; and
- C. a vacant job being available.

3.16.6 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 3.2), 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 3.2) 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:
 - 1) prepare reports on work programs and estimates; and
 - 2) 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.

3.16.7 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.

(ii) Training

Advancement to a higher level will be subject to:

- A. satisfactory completion of a competency assessment applicable to the higher level;
- B. the normal merit-based promotion processes; and
- C. a vacant job being available.

3.16.8 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

3.16.9 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.

3.17 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).

3.18 Classification Definitions

3.18.1 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 Electrical fitter and/or mechanic
Physical level 4	
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

3.18.2 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.

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

3.18.4 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.

3.18.5 Electrician special class see clause 3.2.3.

3.18.6 Inspector (electrical plant and equipment) see clause 3.2.5.

3.19 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 4 Department of Health Employees – United Voice Provisions

4.1 Application

4.1.1 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 Voice 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, Schedule 4 in predecessor enterprise agreements related to the, now repealed, Health Employees (NTPS) Miscellaneous Union Award 2001 [AP811829].

4.2 Apprentices

4.2.1 Subject to clause 4.2.2, an apprentice 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.

4.2.2 An apprentice will be paid not less than the adult minimum wage as prescribed in the By-laws.

4.3 Employment Categories

4.3.1 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.

4.3.2 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.

4.3.3 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, portage, 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.

4.3.4 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

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 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.

(e) 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.

4.3.5 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.

4.3.6 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.

4.3.7 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.

4.3.8 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.

4.4 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.

4.5 Mixed Functions

- 4.5.1** 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.
- 4.5.2** 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.
- 4.5.3** An employee temporarily transferred to a class of work for which a lower rate is paid, will not suffer any reduction in salary.

4.6 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.

4.7 Payment of Salary

- 4.7.1** 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.
- 4.7.2** 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.
- 4.7.3** 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:
- 4.7.4** Provided that if the delay is caused by circumstances outside the control of the agency, this clause will not apply.

4.8 Allowances

4.8.1 Special rates

In addition to the rates prescribed elsewhere in this Schedule the following special rates will be paid at the rates specified in 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.

4.8.2 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 Schedule 11.

4.8.3 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 4.8.3(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.

4.8.4 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.

4.8.5 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.

4.8.6 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.

4.8.7 Protection of employees

The agency will provide suitable protective clothing 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.

4.8.8 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.

4.8.9 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.

4.8.10 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 55.8 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 4.8.10(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 4.8.10(a) in respect of each meal provided by the employee, which is made surplus by the change in requirements.

4.9 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.

4.9.2 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.

4.9.3 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.

4.9.4 Refer to clause 68 for Saturday, Sunday and Public Holiday shiftwork payments.

4.9.5 Rosters

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

4.10 Change in Rostered Hours of Duty

4.10.1 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:

4.10.2 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.

4.10.3 Payment of the penalty rate as prescribed in clause 4.10.2 will be continued for each change of shift until such time as the employee has received seven days notice of change of shift.

4.10.4 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.

4.11 Hours of Duty – Day Workers

4.11.1 Notwithstanding the provisions of clause 4.10.1:

- (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.

4.11.2 Hours of duty – radiographers and dental assistants

- (a) Notwithstanding the provisions contained in clause 4.9 (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.

4.11.3 Kitchen staff – Tennant Creek Hospital

Notwithstanding the provisions of clause 4.9 (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.

4.12 Allowances Payable on Overtime

4.12.1 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
4.5	Mixed functions allowance
4.8.1(a)	Proficiency Allowance – Dental Technicians
4.8.1(b)	Responsibility Allowance – Senior Dental Technician, Darwin dental laboratory
4.8.2	Leading hand allowances
4.8.4	Orderly/hospital assistant – special functions allowance
4.8.6	Security officers (AO2) – Use of motor vehicle

4.12.2 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.

4.12.3 Overtime worked which is subject to the minimum overtime payment provisions of clause 55.7 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.

4.12.4 This clause will not apply where a shift is worked by arrangement between the employees themselves.

4.12.5 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.

4.12.6 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.

4.13 Sunday and Public Holiday Pay

4.13.1 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 4.9 (Hours of Duty – Shiftwork).

4.14 On call and Standby (Restriction Duty)

4.14.1 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:

4.14.2 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.

(a) 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.

4.14.3 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 4.14.3(b)(i).

4.14.4 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.

4.14.5 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.

4.14.6 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 4.12 (Overtime) or clause 4.13 (Sunday and Public Holiday Pay) as the case requires.

4.15 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.

4.16 Conditions of Advancement

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

4.16.1 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 5 **General Employees – United Voice Provisions**

5.1 Application

- 5.1.1** Subject to clause 5.1.2, the provisions of this Schedule apply to employees who are members of, or are eligible to become members of United Voice, who are employed in the classification of Physical level 1 to Physical level 9.
- 5.1.2** Persons to whom Schedule 3 (Construction and Maintenance Employees' Provisions) or Schedule 4 (Department of Health Employees – United Voice Provisions), are excluded from coverage under this Schedule.

Note: For historical purposes, Schedule 5 in predecessor enterprise agreements related to the, now repealed, General Employees (NTPS) Miscellaneous Workers Union Award 2001 [AP811838].

5.2 Apprentices

- 5.2.1** An apprentice 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.
- 5.2.2** An apprentice will be paid not less than the NTPS adult minimum wage as prescribed in the By-laws.

5.3 Mixed Functions

- 5.3.1** 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.
- 5.3.2** 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.
- 5.3.3** An employee temporarily transferred to a class of work for which a lower rate is paid, will not suffer any reduction in salary.

5.4 Allowances

5.4.1 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.

5.4.2 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 5.4.2(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 5.4.2(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.

5.4.3 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.

5.4.4 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.

5.5 Hours of Duty – Special Provisions

5.5.1 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.

5.6 General Conditions of Service

Employees to whom this Schedule applies will be subject to the provisions of the following clauses of Schedule 4 (Department of Health Employees – United Voice Provisions).

Clause	Subject Matter
4.7	Payment of Salary
4.8.10	Meal allowance
4.9	Hours of Duty – Shiftworkers
4.10	Change in rostered Hours of Duty
4.11	Hours of Duty – Day Workers
4.12	Overtime
4.13	Sunday and Public Holiday Pay
4.14	On Call and Standby
4.15	Tea Breaks

5.7 Work Level Standards

5.7.1 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:

Supervise/oversee staff performing a variety of activities; e.g.:

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:
 - 1) co-ordination of resources;
 - 2) staff training and/or teaching;
 - 3) work priorities;
 - 4) oversee safety matters;
 - 5) development of training programs;
 - 6) estimating and ordering;
 - 7) 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:
 - 1) coordination of resources;
 - 2) oversight of training;
 - 3) estimation of costs;
 - 4) arranging recruitment;
 - 5) oversight safety matters; and
 - 6) 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 6 Professional (P1) Engineer Provisions

6.1 Application

- 6.1.1** 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, Schedule 6 in predecessor enterprise agreements related to the, now repealed, Professional Engineers (NTPS) Award 2001 [AP807116].

6.2 Salary Rates

6.2.1 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 6.2.1(a)(i) and 6.2.1(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 6.2.1(b)(i) and 6.2.1(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 7 **Transport Workers' Union Provisions**

7.1 Application

- 7.1.1** Subject to clause 7.1.2, 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, Schedule 7 in predecessor enterprise agreements related to the, now repealed, Transport Workers' (NTPS) Award 2002 [AP818813].

- 7.1.2** 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.

7.2 Classification Level

The criteria for determining the appropriate level of a Physical grade job are contained in the definitions in clause 7.7 (Work Level Standards – Transport).

7.3 General Conditions

Employees shall be subject to the provisions of the following clauses of Schedule 3 – Construction and Maintenance Employees' Provisions:

Clause	Subject Matter
3.4	Fares and travelling expenses on engagement and on termination of employment – fixed period employees
3.5	Mixed functions – change in classification
3.6	Payment of wages
3.7.1	Leading hands
3.7.2	Supply of tools and tool allowance
3.7.3	Special rates
3.7.4	Allowance for protective clothing
3.7.5	Accommodation – camping
3.7.7	First aid allowance
3.8	Hours of work – averaging hours arrangements
3.9	Rest Period
3.9.5 & 3.10	On call and call back allowance
3.11	Sunday and holiday work
3.14	Travelling time between jobs

7.4 Drawing Trailer Allowance

7.4.1 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.

7.5 Split Shifts

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

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

7.5.3 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 7.6.8(d).

7.5.4 Payment for time worked on split shifts shall be in accordance with clause 7.6.8 (Shiftwork).

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

7.6 Shiftwork

7.6.1 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.

- (a) 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 7.6.8. For the purpose of calculating time worked, a non-working period separating periods of a split shift shall not be included.

7.6.2 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.

7.6.3 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.

7.6.4 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.

7.6.5 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.

7.6.6 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.

7.6.7 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.

7.6.8 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 7.6.8(a) to 7.6.8(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 7.6.4 to 7.6.8 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.

7.7 Work Level Standards – Transport (Drivers)

7.7.1 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.

7.7.2 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.

7.7.3 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.

7.7.4 Training

Advancement to a higher level will be subject to:

- (a) satisfactory completion of competency assessment applicable to the higher level;

- (b) the normal merit-based promotion processes; and
- (c) a vacant job being available.

7.7.5 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 8 **Drafting Supervisory Technical and Other Employee Provisions**

8.1 Application

8.1.1 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, Schedule 8 in predecessor enterprise agreements related to the, now repealed, Drafting, Supervisory, Technical and Other Employees (NTPS) Award 2002 [AP818680].

8.2 Trainee Rates of Pay

8.2.1 Trainee technical employees

- (a) A trainee technical officer 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

8.3 Hours of Duty – Day workers

8.3.1 The ordinary hours of duty shall be 36.75 per week, namely 6.75 hours per day 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.

8.3.2 Notwithstanding the provisions of this clause the hours of duty may be fixed at 38 per week by the Commissioner.

8.4 Shiftwork Penalty Payments

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

- (a) Ordinary duty performed on a shift, any part of which falls between 6.00 am 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 68.1.

8.5 Technical Designations

8.5.1 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

8.5.2 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

8.5.3 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

8.5.4 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

8.5.5 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

8.5.6 Technical Level 6

- (a) Chief Draftsperson Grade 2
- (b) Chief Draftsperson Grade 3
- (c) Chief Technical Officer Grade 3

8.6 Physical Designations

8.6.1 Physical Level 7

Foreperson (Metal Trades) Grade D

8.6.2 Physical Level 8

- (a) Foreperson Mechanical (Motor Repairs) Grade 1
- (b) Foreperson Mechanical (Motor Repairs) Grade 2
- (c) Foreperson (Metal Trades) Grade C

8.6.3 Physical Level 9

- (a) Foreperson (Metal Trades) Grade B
- (b) Foreperson (Metal Trades) Grade A

8.7 Professional Designations

8.7.1 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

8.7.2 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

8.7.3 Professional Level 3

(a) Architect Class 4

(b) Engineer Class 4

(c) Land Surveyor Class 3

(d) Quantity Surveyor Class 4

8.7.4 Senior Professional Level 1

(a) Architect Class 5

(b) Engineer Class 5

Schedule 9 Northern Territory Senior Correctional Officer Provisions

9.1 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.

9.2 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.

9.3 Career Progression and Qualifications

Career progression for Officers will be as follows:

9.3.1 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.

9.3.2 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.

9.3.3 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.

9.3.4 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.

9.3.5 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).

9.3.6 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.
- (b) A relevant qualification may be assessed as being acceptable to permit the applicant to be appointed for a fixed term subject to obtaining the qualification through recognition of prior learning or through obtaining a new qualification.

9.3.7 No employee will be disadvantaged if an unreasonable delay occurs in undertaking an annual performance review due to the actions of NTCS Management.

9.4 Higher Duties

9.4.1 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.

9.4.2 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.

9.4.3 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.

9.5 Consolidated/Responsibility and Industry Allowance

9.5.1 Officers shall be paid an allowance equal to 25% of the appropriate rate of salary payable.

9.5.2 The allowance shall apply to all salary related payments with the exception that it shall not apply in the calculation of overtime.

9.5.3 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 9.11.2.

9.6 Hours of Duty

9.6.1 Officers may be required to work continuous, rotating shift cycles of either eight or 12 hours under clause 9.6.1(a) and 9.6.1(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.

9.7 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.

9.8 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.

9.9 Part-Time Employment

- 9.9.1** 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.
- 9.9.2** 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.
- 9.9.3** 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.
- 9.9.4** The Association shall be advised six monthly of the numbers of part-time Officers within the NTPS by the Commissioner.
- 9.9.5** 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 9.11.2 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 9.9.5(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.

9.10 Public Holidays

Officers shall be entitled to the same public holidays applying in the NTPS as per clause 74.

9.11 Overtime

9.11.1 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.

9.11.2 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.

9.11.3 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.

9.11.4 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 9.11.4(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 9.13, overtime shall be computed separately for each day.

9.11.5 Subject to the provisions of clause 9.11.2, 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.

9.11.6 Any time taken as paid leave shall be added to the time worked during that pay period in the calculation of payment for overtime.

9.12 Minimum Payment for Overtime on Recall

9.12.1 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.

9.12.2 Where actual overtime worked is less than three hours on a recall or on each of such recalls, the provisions of clause 9.13, shall not apply.

9.13 Minimum Rest Period Because of Overtime

9.13.1 When overtime is necessary, it should be arranged so that an Officer has a minimum rest period between successive rostered shifts.

9.13.2 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 9.6.
- (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.

9.13.3 In consideration of clause 9.13.1 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.

9.13.4 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.

9.13.5 The provisions of this clause shall not apply to overtime worked in circumstances covered by emergency duty, where a shift is exchanged and worked by arrangements between the Officers concerned.

9.14 Time Off In Lieu of Overtime

9.14.1 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.

9.14.2 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.

9.14.3 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.

9.15 Allowances

9.15.1 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.

9.15.2 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.

9.15.3 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 \$100 each day of training delivered, inclusive of any preparatory or post delivery activities associated with the training;
- (b) payment of the allowance is conditional upon the employee receiving prior approval from the CEO in respect of each training session delivered;
- (c) this allowance is not payable to Chief Correctional Officers or Chief Industries Officers held against positions at the Staff Learning and Development Centre.

9.15.4 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 9.15.4(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.

9.15.5 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.

9.16 Recreation Leave

9.16.1 An Officer shall be entitled to leave of seven weeks in respect of each completed year of service.

9.16.2 An Officer who ceases employment shall be paid all recreation leave entitlements accrued at the date of cessation of employment.

9.16.3 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.

9.16.4 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.

9.16.5 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 9.16.5(b)(i) and 9.16.5(b)(ii), the CEO may approve recreational leave for single shift or short term absences provided reasonable notice is given.

9.16.6 Excess Recreational leave

Excess leave will be managed as per clause 42.7 (Excess Leave).

9.16.7 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 recredited.
- (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.

9.17 Long Service Leave

9.17.1 Subject to the provisions of clause 9.17.3, 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.

9.17.2 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 9.17.1. 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 9.17.1.

9.17.3 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:
 - (i) On leave of absence with pay or part pay.
 - (ii) On leave without pay approved to count as service under clause 9.19.
 - (iii) On leave with and / or without pay approved under clause 37 (Parental Leave).

9.17.4 Long service leave may be taken when an Officer first becomes entitled and each year thereafter.

- (a) Except as provided at clause 9.17.4(g) to 9.17.4(i), 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 9.17.2.
- (c) 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 long service leave accumulated in accordance with clause 9.17.2.
- (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 9.17.2.

- (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 9.17.1.
- (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 9.17.1.
- (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) Nothing in this clause shall require an Officer:
 - (i) to use their long service leave entitlement where the employee was aged 45 years, or over at 7 March 1999 and was then employed in the NTPS and remained in that employment; or
 - (ii) to use their long service leave entitlement for the 21st and subsequent years of qualifying service.
- (i) 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 9.17.4(i)(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.

9.18 Personal Leave

The provisions of clause 39 will apply.

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
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On completion of each 12 months service	114 hr
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9.19 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.

9.20 Duties

9.20.1 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.

9.20.2 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.

9.20.3 Any direction issued pursuant to clauses 9.20.1 and 9.20.2 will be consistent with the responsibilities of the employer and of the Officer to ensure a safe and healthy work environment.

9.21 Uniforms and Amenities

9.21.1 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.

9.22 Consultation on Fixed Period Employment

9.22.1 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.

9.22.2 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.

9.22.3 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.

9.23 Miscellaneous

9.23.1 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

- (i) An allowance under clause 9.23.1(b)(i) shall not apply, but an allowance as determined by the CEO shall be paid to:
 - A. An Officer who purchases from the Northern Territory Government the accommodation provided under clause 9.23.1(b)(i). This purchases will be deemed to have satisfied the Officer's entitlement to accommodation; or

- B. An Officer who owns or purchases and occupies accommodation from other sources.

9.23.2 Fares on Recreational Leave

- (a) Subject to clause 9.23.2(b), fares on recreation leave shall be as per clause 83.2 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.

9.23.3 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.

9.23.4 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 10 - Northern Territory Public Sector Redeployment and Redundancy Entitlements

10.1 Definitions

10.1.1 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.

10.2 Consulting Relevant Unions

10.2.1 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.

10.2.2 The employer and/or CEO will provide relevant unions with the number of potentially surplus employees, their agency and their designation.

10.3 Finding of Other Suitable Employment

10.3.1 The employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.

10.3.2 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 10.4 or 10.5, the employee and CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

10.3.3 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 10.6.3 apply.

10.4 Voluntary Retrenchment

- 10.4.1** Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.
- 10.4.2** 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.
- 10.4.3** 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.
- 10.4.4** The surplus employee may be retrenched at any time within the period of notice under clause 10.4.3, 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.
- 10.4.5** 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.
- 10.4.6** For the purpose of calculating payment under clause 10.4.5:
- (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".
- 10.4.7** The inclusion of allowances or loadings as salary, other than those specified in clause 10.4.6 will be at the discretion of the employer.
- 10.4.8** The entitlement under:
- (a) clause 10.4.3 constitutes notice for the purposes of section 117 of the FW Act; and

- (b) clause 10.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.

10.4.9 All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.

10.4.10 Subject to clause 10.4.11, 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.

10.4.11 A surplus employee who has a leave airfare entitlement under clause 83.2, 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 10.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

10.5 Notice of Redundancy

10.5.1 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.

10.5.2 Subject to clause 10.5.5, 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.

10.5.3 In addition to notice of redundancy under clause 10.5.2, 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 10.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.

10.5.4 The period of notice under clause 10.5.3 constitutes notice for the purposes of section 117 of the FW Act.

10.5.5 The period of notice under clause 10.5.2 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.

10.5.6 In accordance with clause 10.3.2, 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.

- 10.5.7** With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 10.5.2 or 10.5.3 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.
- 10.5.8** 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 10.5.2 and 10.5.3.
- 10.5.9** A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 10.5.2 and 10.5.3 being invoked, is not entitled to receive a greater payment under clause 10.5.8 than the employee would have been entitled to receive had the employee been voluntarily retrenched.
- 10.5.10** For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 10.5.2 or 10.5.3 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.

10.6 Transfer to Other Suitable Employment

- 10.6.1** 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.
- 10.6.2** 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.
- 10.6.3** 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 10.5.2; 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 10.5.2.

10.6.4 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.

10.6.5 The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause 10.6.4(b) is at the discretion of the employer.

10.6.6 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.

10.7 Use of Accrued Personal Leave

10.7.1 Subject to clause 10.7.2 the periods of notice under clauses 10.5.2 and 10.5.3 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.

10.7.2 For the purposes of an employee entitled to income maintenance under clause 10.6.3, the total extension permitted under clause 10.7.1 is capped at six months.

Example: A 50 year old employee with 10 years service receives notice of redundancy under clause 10.5.2(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.

10.8 Right of Review

10.8.1 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.

10.8.2 This right does not affect the employee's rights under the FW Act.

10.9 Substitution or Other Provisions

10.9.1 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.

10.10 Exemption

- 10.10.1** These provisions do not apply to fixed period or casual employees unless otherwise approved by the employer.

Schedule 11 - Rates of Pay and Allowances

PART A – SALARIES

Administrative/Executive Officers

Designation	OLD SALARY	SALARY	SALARY	SALARY	SALARY
	RATES	RATES	RATES	RATES	RATES
	EFFECTIVE 11.08.16 \$ p.a.	EFFECTIVE 10.08.17 \$ p.a.	EFFECTIVE 23.08.18 \$ p.a.	EFFECTIVE 22.08.19 \$ p.a.	EFFECTIVE 20.08.20 \$ p.a.
AO1	46 371	47 530	48 718	49 936	51 184
	47 055	48 231	49 437	50 673	51 940
	47 735	48 928	50 151	51 405	52 690
	48 422	49 633	50 874	52 146	53 450
	49 308	50 541	51 805	53 100	54 428
	50 331	51 589	52 879	54 201	55 556
AO2	50 970	52 244	53 550	54 889	56 261
	52 282	53 589	54 929	56 302	57 710
	53 331	54 664	56 031	57 432	58 868
	54 397	55 757	57 151	58 580	60 045
	55 491	56 878	58 300	59 758	61 252
AO3	56 869	58 291	59 748	61 242	62 773
	57 969	59 418	60 903	62 426	63 987
	59 091	60 568	62 082	63 634	65 225
	61 375	62 909	64 482	66 094	67 746
AO4	64 405	66 015	67 665	69 357	71 091
	65 598	67 238	68 919	70 642	72 408
	67 649	69 340	71 074	72 851	74 672
	69 701	71 444	73 230	75 061	76 938
	71 750	73 544	75 383	77 268	79 200
	73 935	75 783	77 678	79 620	81 611
AO5	76 369	78 278	80 235	82 241	84 297
	78 357	80 316	82 324	84 382	86 492
	80 346	82 355	84 414	86 524	88 687
AO6	83 909	86 007	88 157	90 361	92 620
	87 206	89 386	91 621	93 912	96 260
	90 503	92 766	95 085	97 462	99 899
	93 800	96 145	98 549	101 013	103 538
AO7	99 215	101 695	104 237	106 843	109 514
	102 974	105 548	108 187	110 892	113 664
	106 735	109 403	112 138	114 941	117 815
SAO1	111 939	114 737	117 605	120 545	123 559
	118 107	121 060	124 087	127 189	130 369
	125 052	128 178	131 382	134 667	138 034
SAO2	129 137	132 365	135 674	139 066	142 543
	134 819	138 189	141 644	145 185	148 815
	140 750	144 269	147 876	151 573	155 362
EO2	143 452	147 038	150 714	154 482	158 344
EO3	153 631	157 472	161 409	165 444	169 580

Professionals

Designation	OLD SALARY RATES EFFECTIVE 11.08.16 \$ p.a.	SALARY RATES EFFECTIVE 10.08.17 \$ p.a.	SALARY RATES EFFECTIVE 23.08.18 \$ p.a.	SALARY RATES EFFECTIVE 22.08.19 \$ p.a.	SALARY RATES EFFECTIVE 20.08.20 \$ p.a.
P1	58 800 60 975 63 231 65 571 67 998 70 515 73 123 75 828	60 270 62 499 64 812 67 210 69 698 72 278 74 951 77 724	61 777 64 061 66 432 68 890 71 440 74 085 76 825 79 667	63 321 65 663 68 093 70 612 73 226 75 937 78 746 81 659	64 904 67 305 69 795 72 377 75 057 77 835 80 715 83 700
P2	78 097 80 988 83 984 87 091 90 312 93 655	80 049 83 013 86 084 89 268 92 570 95 996	82 050 85 088 88 236 91 500 94 884 98 396	84 101 87 215 90 442 93 788 97 256 100 856	86 204 89 395 92 703 96 133 99 687 103 377
P3	96 545 100 118 103 820 108 126	98 959 102 621 106 416 110 829	101 433 105 187 109 076 113 600	103 969 107 817 111 803 116 440	106 568 110 512 114 598 119 351
SP1	111 939 118 107 125 052	114 737 121 060 128 178	117 605 124 087 131 382	120 545 127 189 134 667	123 559 130 369 138 034
SP2	129 137 134 819 140 750	132 365 138 189 144 269	135 674 141 644 147 876	139 066 145 185 151 573	142 543 148 815 155 362

Technicals

Designation	OLD SALARY RATES EFFECTIVE 11.08.16 \$ p.a.	SALARY RATES EFFECTIVE 10.08.17 \$ p.a.	SALARY RATES EFFECTIVE 23.08.18 \$ p.a.	SALARY RATES EFFECTIVE 22.08.19 \$ p.a.	SALARY RATES EFFECTIVE 20.08.20 \$ p.a.
T1	47 769 48 845 49 917 50 991 52 102 53 227 54 376 55 562 56 800	48 963 50 066 51 165 52 266 53 405 54 558 55 735 56 951 58 220	50 187 51 318 52 444 53 573 54 740 55 922 57 128 58 375 59 676	51 442 52 601 53 755 54 912 56 109 57 320 58 556 59 834 61 168	52 728 53 916 55 099 56 285 57 512 58 753 60 020 61 330 62 697
TRAINEE TECH. OFFICER					
87% T2	49 978	51 227	52 508	53 821	55 167
91% T2	52 275	53 582	54 922	56 295	57 702
96% T2	55 147	56 526	57 939	59 387	60 872
T2	57 444 58 701 59 951 61 243 62 532 63 825 65 124	58 880 60 169 61 450 62 774 64 095 65 421 66 752	60 352 61 673 62 986 64 343 65 697 67 057 68 421	61 861 63 215 64 561 65 952 67 339 68 733 70 132	63 408 64 795 66 175 67 601 69 022 70 451 71 885
T3	66 655 68 785 70 919 72 271 73 894 75 718	68 321 70 505 72 692 74 078 75 741 77 611	70 029 72 268 74 509 75 930 77 635 79 551	71 780 74 075 76 372 77 828 79 576 81 540	73 575 75 927 78 281 79 774 81 565 83 579
T4	77 582 80 170 82 763 85 362	79 522 82 174 84 832 87 496	81 510 84 228 86 953 89 683	83 548 86 334 89 127 91 925	85 637 88 492 91 355 94 223
T5	87 952 90 550 93 143 95 822	90 151 92 814 95 472 98 218	92 405 95 134 97 859 100 673	94 715 97 512 100 305 103 190	97 083 99 950 102 813 105 770
T6	98 840 101 162 103 484	101 311 103 691 106 071	103 844 106 283 108 723	106 440 108 940 111 441	109 101 111 664 114 227

Physicals

Designation	OLD SALARY RATES EFFECTIVE 11.08.16 \$ p.a.	SALARY RATES EFFECTIVE 10.08.17 \$ p.a.	SALARY RATES EFFECTIVE 23.08.18 \$ p.a.	SALARY RATES EFFECTIVE 22.08.19 \$ p.a.	SALARY RATES EFFECTIVE 20.08.20 \$ p.a.
PH1	44 150 44 595 45 036	45 254 45 710 46 162	46 385 46 853 47 316	47 545 48 024 48 499	48 734 49 225 49 711
PH2	47 241 47 684 48 215	48 422 48 876 49 420	49 633 50 098 50 656	50 874 51 350 51 922	52 146 52 634 53 220
PH3	48 215 48 743 49 310	49 420 49 962 50 543	50 656 51 211 51 807	51 922 52 491 53 102	53 220 53 803 54 430
PH4	50 692 51 460 52 203	51 959 52 747 53 508	53 258 54 066 54 846	54 589 55 418 56 217	55 954 56 803 57 622
PH5	52 953 53 650 54 343	54 277 54 991 55 702	55 634 56 366 57 095	57 025 57 775 58 522	58 451 59 219 59 985
PH6	56 845 57 843 58 912	58 266 59 289 60 385	59 723 60 771 61 895	61 216 62 290 63 442	62 746 63 847 65 028
PH7	61 530 62 671 63 865	63 068 64 238 65 462	64 645 65 844 67 099	66 261 67 490 68 776	67 918 69 177 70 495
PH8	66 345 67 611 68 949	68 004 69 301 70 673	69 704 71 034 72 440	71 447 72 810 74 251	73 233 74 630 76 107
PH9	72 271 73 883 75 718	74 078 75 730 77 611	75 930 77 623 79 551	77 828 79 564 81 540	79 774 81 553 83 579

Senior Correctional Officers

	OLD SALARY	SALARY	SALARY	SALARY	SALARY
Designation	RATES EFFECTIVE 11.08.16 \$ p.a.	RATES EFFECTIVE 10.08.17 \$ p.a.	RATES EFFECTIVE 23.08.18 \$ p.a.	RATES EFFECTIVE 22.08.19 \$ p.a.	RATES EFFECTIVE 20.08.20 \$ p.a.
CHIEF INDUSTRIES OFFICER	83 752 85 761 87 477	85 846 87 905 89 664	87 992 90 103 91 906	90 192 92 356 94 204	92 447 94 665 96 559
CHIEF CORRECTIONAL OFFICER	83 752 85 761 87 477	85 846 87 905 89 664	87 992 90 103 91 906	90 192 92 356 94 204	92 447 94 665 96 559
PRINCIPAL INDUSTRIES OFFICER	97 198 100 599 102 611	99 628 103 114 105 176	102 119 105 692 107 805	104 672 108 334 110 500	107 289 111 042 113 263
DEPUTY SUPERINTENDENT	97 198 100 599 102 611	99 628 103 114 105 176	102 119 105 692 107 805	104 672 108 334 110 500	107 289 111 042 113 263
SUPERINTENDENT	108 993 112 808	111 718 115 628	114 511 118 519	117 374 121 482	120 308 124 519

School-Based Admin Officers (92%)

Designation	OLD SALARY RATES EFFECTIVE 11.08.16 \$ p.a.	SALARY RATES EFFECTIVE 10.08.17 \$ p.a.	SALARY RATES EFFECTIVE 23.08.18 \$ p.a.	SALARY RATES EFFECTIVE 22.08.19 \$ p.a.	SALARY RATES EFFECTIVE 20.08.20 \$ p.a.
AO1	42 661	43 728	44 821	45 941	47 089
	43 291	44 373	45 482	46 619	47 785
	43 916	45 014	46 139	47 293	48 475
	44 548	45 662	46 804	47 974	49 174
	45 363	46 498	47 661	48 852	50 074
	46 305	47 462	48 649	49 865	51 112
AO2	46 892	48 064	49 266	50 498	51 760
	48 099	49 302	50 535	51 798	53 093
	49 065	50 291	51 549	52 837	54 159
	50 045	51 296	52 579	53 894	55 241
	51 052	52 328	53 636	54 977	56 352
AO3	52 319	53 628	54 968	56 343	57 751
	53 331	54 665	56 031	57 432	58 868
	54 364	55 723	57 115	58 543	60 007
	56 465	57 876	59 323	60 806	62 326
AO4	59 253	60 734	62 252	63 808	65 404
	60 350	61 859	63 405	64 991	66 615
	62 237	63 793	65 388	67 023	68 698
	64 125	65 728	67 372	69 056	70 783
	66 010	67 660	69 352	71 087	72 864
	68 020	69 720	71 464	73 250	75 082

School-Based Admin Officers (96%)

Designation	OLD SALARY RATES EFFECTIVE 11.08.16 \$ p.a.	SALARY RATES EFFECTIVE 10.08.17 \$ p.a.	SALARY RATES EFFECTIVE 23.08.18 \$ p.a.	SALARY RATES EFFECTIVE 22.08.19 \$ p.a.	SALARY RATES EFFECTIVE 20.08.20 \$ p.a.
AO1	44 516 45 173 45 826 46 485 47 336 48 318	45 629 46 302 46 971 47 648 48 519 49 525	46 769 47 460 48 145 48 839 49 733 50 764	47 939 48 646 49 349 50 060 50 976 52 033	49 137 49 862 50 582 51 312 52 251 53 334
AO2	48 931 50 191 51 198 52 221 53 271	50 154 51 445 52 477 53 527 54 603	51 408 52 732 53 790 54 865 55 968	52 693 54 050 55 135 56 237 57 368	54 011 55 402 56 513 57 643 58 802
AO3	54 594 55 650 56 727 58 920	55 959 57 041 58 145 60 393	57 358 58 467 59 599 61 903	58 792 59 929 61 089 63 450	60 262 61 428 62 616 65 036
AO4	61 829 62 974 64 943 66 913 68 880 70 978	63 374 64 548 66 566 68 586 70 602 72 752	64 958 66 162 68 231 70 301 72 368 74 571	66 583 67 816 69 937 72 059 74 177 76 435	68 247 69 512 71 685 73 860 76 032 78 347

PART B – WORK RELATED ALLOWANCES

Schedule/Allowance	Clause	Frequency	OLD RATES	RATES	RATES	RATES	RATES
			EFFECTIVE 11.08.16 \$	EFFECTIVE 10.08.17 \$	EFFECTIVE 23.08.18 \$	EFFECTIVE 22.08.19 \$	EFFECTIVE 20.08.20 \$
Agreement - Part 4							
On-call	57.5(a)(i)						
- night rate	57.5(a)(i)	night	32.10	32.90	33.70	34.50	35.40
- night/day rate	57.5(a)(i)	night & day	48.00	49.20	50.40	51.70	53.00
- hourly rate	57.5(a)(i)	hour	2.00	2.05	2.10	2.15	2.20
Schedule 2 - The Community and Public Sector Union Provisions							
First Aid Allowance							
Provide First Aid - HLTAID003	2.2.1	week	15.60	16.00	16.40	16.80	17.20
Provide Advanced First Aid - HLTAID006	2.2.1	week	18.70	19.20	19.70	20.20	20.70
Restrictive Duty - Child Protection Workers							
- hourly rate	2.6	hour	3.38	3.46	3.55	3.64	3.73
- night rate	2.6	night	57.90	59.30	60.80	62.30	63.90
- night/day rate	2.6	night & day	81.10	83.10	85.20	87.30	89.50
Schedule 3 - Construction and Maintenance Employees' Provisions							
Leading Hands							
- Leading hands in charge of 2 to 10 employees	3.7.1	week	39.80	40.80	41.80	42.80	43.90
- Leading hands in charge of 11 to 20 employees	3.7.1	week	59.10	60.60	62.10	63.70	65.30
- Leading hands in charge of more than 20 employees	3.7.1	week	75.40	77.30	79.20	81.20	83.20
Special Allowances							
- Dirty Work	3.7.3(b)(i)	hour	0.68	0.70	0.71	0.73	0.75
- Wet Places	3.7.3(b)(ii)	hour	0.68	0.70	0.71	0.73	0.75
- Height Money							
- at 9m	3.7.3(b)(iv)	hour	0.48	0.49	0.50	0.51	0.52
- each additional 9m	3.7.3(b)(iv)	hour	0.48	0.49	0.50	0.51	0.52
- swinging scaffold	3.7.3(b)(iv)	hour	0.48	0.49	0.50	0.51	0.52
- Insulation Work	3.7.3(b)(v)	hour	0.96	0.98	1.00	1.03	1.06
- Confined Space	3.7.3(b)(vi)	hour	0.96	0.98	1.00	1.03	1.06
- Toxic Substances	3.7.3(b)(vii)	week	8.77	8.99	9.21	9.44	9.68
Drivers/Operators Allowances							
- Carting/handling dirty material	3.7.6(a)(i)	hour	0.46	0.47	0.48	0.49	0.50
- Carting/handling offensive material	3.7.6(a)(ii)	week	2.64	2.71	2.78	2.85	2.92
- Driver loading/unloading furniture	3.7.6(a)(iii)	day	1.71	1.75	1.79	1.83	1.88
- Driving vehicle carting garbage	3.7.6(a)(iv)	week	17.80	18.20	18.70	19.20	19.70
First Aid Allowance	3.7.7	day	3.31	3.39	3.47	3.56	3.65
On-Call Allowance							
- night (Mon - Fri excluding PDO)	3.10	night	32.10	32.90	33.70	34.50	35.40
- night/day rate (Sat, Sun, PH, PDO)	3.10	night & day	48.00	49.20	50.40	51.70	53.00
- hourly rate	3.10	hour	2.00	2.05	2.10	2.15	2.20

Schedule/Allowance	Clause	Frequency	OLD RATES	RATES	RATES	RATES	RATES
			EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
			11.08.16	10.08.17	23.08.18	22.08.19	20.08.20
			\$	\$	\$	\$	\$
Schedule 4 - Department of Health Employees - United Voice Provisions							
Dental Technician	4.8.1(a)	p.a.	1,313	1,346	1,379	1,414	1,449
Senior Dental Technician - Darwin	4.8.1(b)	p.a.	1,313	1,346	1,379	1,414	1,449
Radiographers - C.T. Scanner	4.8.1(c)	p.a.	1,769	1,813	1,859	1,905	1,953
Leading Hands							
- Leading hands in charge of 2 to 10 employees	4.8.2	week	39.70	40.70	41.70	42.70	43.80
- Leading hands in charge of more than 10 employees	4.8.2	week	59.10	60.60	62.10	63.70	65.30
Special Rates							
- Window Cleaning	4.8.3(a)	day	6.51	6.67	6.84	7.01	7.19
- High Cleaning 9m	4.8.3(b)	hour	0.48	0.49	0.50	0.51	0.52
- High Cleaning each additional 9m	4.8.3(b)	hour	0.48	0.49	0.50	0.51	0.52
- Cleaning Grease Traps	4.8.3(c)	hour	0.67	0.69	0.71	0.73	0.75
- Confined Spaces	4.8.3(d)	hour	0.96	0.98	1.00	1.03	1.06
- Orderly - Ambulance Duty	4.8.3(e)(i)	day	12.20	12.51	12.82	13.14	13.47
- with St Johns certificate	4.8.3(e)(ii)	week	12.30	12.61	12.93	13.25	13.58
- with St Johns voucher	4.8.3(e)(iii)	week	15.60	15.99	16.39	16.80	17.22
- with St Johns medallion	4.8.3(e)(iv)	week	18.50	18.96	19.43	19.92	20.42
Security Mental Health Unit (Physical 2)	4.8.5	shift	5.61	5.75	5.89	6.04	6.19
Security Officer (AO2)	4.8.6	p.a.	1,181	1,211	1,241	1,272	1,304
Post Mortem & Dirty Body	4.8.8	body	37.20	38.13	39.08	40.06	41.06
Post Mortem Allowance	4.8.9(a)	post mortem	14.50	14.90	15.30	15.70	16.10
Post Mortem Assistant	4.8.9(b)	p.a.	475	487	499	511	524
Schedule 5 - General Employees - United Voice Provisions							
Leading Hands							
- Leading hands in charge of 2 to 10 employees	5.4.1	week	39.70	40.70	41.70	42.70	43.80
- Leading hands in charge of 11 to 20 employees	5.4.1	week	59.10	60.60	62.10	63.70	65.30
- Leading hands in charge of more than 20 employees	5.4.1	week	75.40	77.30	79.20	81.20	83.20
Special Allowances							
- Window Cleaning	5.4.2(a)	day	6.51	6.67	6.84	7.01	7.18
- High Cleaning 9m	5.4.2(b)	hour	0.48	0.49	0.50	0.51	0.52
- High Cleaning each additional 9m	5.4.2(b)	hour	0.48	0.49	0.50	0.51	0.52
- Cleaning Grease Traps	5.4.2(c)	hour	0.67	0.69	0.71	0.73	0.75
- Confined Spaces	5.4.2(d)	hour	0.96	0.98	1.00	1.03	1.06
- Government House Allowance	5.4.2(e)	p.a.	4,247	4353	4462	4574	4688
- Dirty Work	5.4.2(f)	hour	0.68	0.69	0.71	0.73	0.75
- Toilet Cleaning	5.4.2(h)	day	1.80	1.84	1.89	1.94	1.99
- Security Officer	5.4.2(i)	p.a.	1,181	1211	1241	1272	1304
- Toxic Substances	5.4.2(j)	week	8.77	8.99	9.21	9.44	9.68
Schedule 7 - Transport Workers' Union Provisions							
Trailer:							
- Motor Drawing Trailer							
- loaded single axle trailer	7.4.1(a)	day	3.42	3.51	3.60	3.69	3.78
- empty single axle trailer	7.4.1(b)	day	1.94	1.99	2.04	2.09	2.14
- other loaded trailer	7.4.1(c)	day	4.28	4.39	4.50	4.61	4.73
- other empty trailer	7.4.1(d)	day	2.43	2.49	2.55	2.61	2.68

PART C – EXPENSE RELATED ALLOWANCES

Schedule/Allowance	Clause	Frequency	RATES EFFECTIVE 01.01.17 \$
Agreement - Part 3			
Remote Locality Electricity Subsidy	23.1	p.a.	
Basic Entitlement			
Special Category	23.1	p.a.	684
Category 1	23.1	p.a.	1366
Category 2	23.1	p.a.	2051
Category 3	23.1	p.a.	2735
Dependant/After-Hours Rate			
Special Category	23.1	p.a.	855
Category 1	23.1	p.a.	1710
Category 2	23.1	p.a.	2564
Category 3	23.1	p.a.	3419
Overtime Meal Allowance	55.8	day	21.30
Schedule 3 - Construction and Maintenance Employees' Provisions			
Tool Allowances			
Metal Tradesman	3.7.2(a)	week	14.40
Carpenter	3.7.2(d)	week	25.80
Other Tradesmen	3.7.2(d)	week	13.50
Camping Allowance	3.7.5(b)	day	104
Schedule 4 - Department of Health Employees - United Voice Provisions			
On call			
- night rate	4.14	night	30.20
- day/night rate	4.14	night & day	45.30
Note:			
* The allowances contained in this Schedule will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year.			
* The allowances will not reduce if the Darwin Consumer Price Index is negative.			

Clause 3.7.5(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 3.7.5(a) which is the normal camping allowance as per the By-laws.

Schedule 12 - Supported Wage System

12.1 Workers Eligible for a Supported Wage

- 12.1.1** 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.

12.2 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.

12.3 Eligibility Criteria

- 12.3.1** 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.
- 12.3.2** 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.

12.4 Supported Wage Rates

- 12.4.1** 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 12.5	Relevant Minimum Wage
%	%
10*	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- 12.4.2** Provided that the minimum amount payable must be not less than the Special National Minimum Wage 2 as varied each year.
- 12.4.3** Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

12.5 Assessment of Capacity

- 12.5.1** 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.
- 12.5.2** 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.

12.6 Lodgement of SWS Wage Assessment Agreement

- 12.6.1** 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.
- 12.6.2** 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.

12.7 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.

12.8 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.

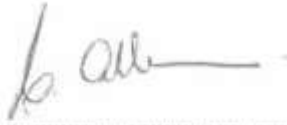
12.9 Workplace Adjustment

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.

12.10 Trial Period

- 12.10.1** 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.
- 12.10.2** 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.
- 12.10.3** 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.
- 12.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- 12.10.5** 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 12.5 of this Schedule.

SIGNATORIES to the Northern Territory Public Sector 2017 - 2021 Enterprise Agreement



.....
Craig Allen
Commissioner for Public Employment
Address: GPO Box 4371, Darwin NT 0801
Dated: 14 / 12 / 2017



.....
Community and Public Sector Union
Name: Kay Densley
Position: CPSU NT Regional Secretary
Address: 38 Woods St, Darwin
Dated: 20/12/17

Signed as a Bargaining Representative of employees covered by this Agreement

.....
United Voice
Name:
Position:
Address:
Dated: / /

Signed as a Bargaining Representative of employees covered by this Agreement



.....
Association of Professional Engineers, Scientists and Managers, Australia
Name: Michael Butler
Position: Director Industrial Relations
Address: 163 Eastern Road South Melbourne
Dated: 15/12/17

Signed as a Bargaining Representative of employees covered by this Agreement

.....
Australian Manufacturing Workers Union

Name:

Position:

Address:

Dated: / /

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.....
Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied
Services Union

Name:

Position:

Address:

Dated: / /

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.....
Transport Workers' Union of Australia

Name:

Position:

Address:

Dated: / /

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.....
Australian Education Union

Name:

Position:

Address:

Dated: / /

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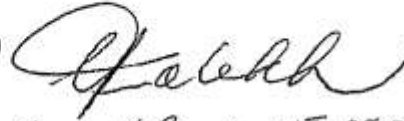
.....
Australian Nursing and Midwifery Federation

Name: Yvonne Falckh

Position: Branch Secretary

Address: 16 Caryota Court, Coconut Grove, NT 0810

Dated: 15/12/2017




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Transport Workers' Union of Australia

Name:

Position:

Address:

Dated:


Ian Ross Smith
Branch Secretary SA/NT
25 Chief Street Brompton SA
5007
5/11/18

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.....
Australian Education Union

Name:

Position:

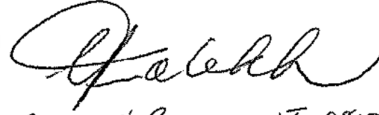
Address:

Dated:


Jarvis Ryan
Branch President
318 Totem Rd Coconut Grove NT
12/1/18

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IN THE FAIR WORK COMMISSION

FWC Matter No: AG2017/6767

Applicant:

Commissioner for Public Employment for the Northern Territory

Section 185—Application for approval of a single enterprise agreement

Undertaking—Section 190 *Fair Work Act 2009*

I, Mark Hathaway, Employee Relations Manager for the Office of the Commissioner for Public Employment give the following undertakings with respect to the Northern Territory Public Sector 2017—2021 Enterprise Agreement ('the Agreement').

1. I have the authority given to me by the Commissioner for Public Employment to provide this undertaking in relation to the application before the Fair Work Commission.
2. That clause 55.6(c) of the Agreement (part-time overtime, non-shift workers) and clause 70.5 (part-time overtime for shiftworkers) will be read subject to clauses 28.2 and 28.3 (part-time employment) of the Agreement.
3. The additional hours referenced in clauses 55.6(c) and 70.5 will be paid at ordinary time when the employee elects to work additional hours and overtime will be paid for additional hours worked by direction.
4. This undertaking is to provide clarity that the agreed hours between the employee and CEO cannot be changed without the agreement between the employee and CEO.

Signature:

Mark A. Hathaway

Date:

22 May 2018.