

Offer for a new General NTPS Enterprise Agreement

Background

Outlined below are the terms of a 'without prejudice' offer for a new enterprise agreement to replace the existing *Northern Territory Public Sector 2021-2025 Enterprise Agreement* ('the current Agreement').

This offer takes into account the relevant unions (referred to as 'the unions') made up of: Community and Public Sector Union (CPSU), Electrical Trades Union (ETU), Australian Manufacturing Workers' Union (AMWU), Professionals Australia (PA), United Workers Union (UWU), Australian Nursing and Midwifery Federation (ANMF), Transport Workers Union (TWU), Australian Education Union (AEU), Construction, Forestry and Maritime Employees Union (CFMEU), and the Health Services Union (HSU), bargaining issues and claims from an employee self-nominated bargaining representative. This offer reflects the progress made during the negotiation meetings to date.

The offer is consistent with the Northern Territory Public Sector Enterprise Bargaining Policy 2025-2028 (Wages Policy), and the terms comprise a complete package of improvements and changes to terms and conditions of employment.

The content of the proposal offer reflects the discussions and collaborative approach that has occurred since the commencement of the negotiations. This means there has been:

- genuine consideration and time to discuss the unions' claims, and employer proposals including NTPS sector-wide common conditions;
- sharing of information such as costing of union claims; and
- consideration of operational information including the application and interpretation of current agreement provisions.

Proposals

The proposals set out below include consideration of the logs of claims received, which have been discussed during negotiation meetings to be incorporated into a new agreement or addressed through other mechanisms.

1. Term of Agreement

It is proposed the new agreement (the Agreement) will have a four-year term that will provide employees with job certainty and secure terms and conditions over this period including employment security provisions whereby no involuntary redundancies arise as a result of implementing the Agreement.

2. Salary and Allowance Increases

Providing this offer is accepted when put to the vote, salary increases will commence from 14 August 2025 to be applied as follows:

- 3% from 14 August 2025
- 3% from first pay period commencing on or after 10 August 2026
- 3% from first pay period commencing on or after 10 August 2027
- 3% from first pay period commencing on or after 10 August 2028

This provides a total salary increase of 12%, or 12.55% compounding over the term of the Agreement.

In addition to the above I am proposing a new Executive Officer 2 salary rate of \$176 699 per annum from 14 August 2025. The EO2 rate is only used for employees temporarily fulfilling the duties of an Executive Contract Officer 2 and this increase recognises that significant additional responsibilities are usually required from an employee to take on a senior executive role at this level.

With the exception of on call allowances, allowances under the agreement, that are currently adjusted in line with Darwin Consumer Price Index (CPI) will continue to increase in line with current provisions; those that increase in line with the Agreement, will continue to increase by 3% per annum; and allowances which are not currently adjustable (e.g. NT Allowance) will remain at their current rates.

On call allowance rates will be harmonised (noting some currently increase with CPI and some with wage increases), providing for additional increases for employees covered by Schedule 2 and Schedule 6, and will then continue to increase in line with wage increases.

Payment of the salary and allowance increases (including any back payments that might apply) shall only be payable to employees who are employed at the commencement of the Agreement.

3. Improved Overtime and Restrictive Duty (on call) payments to apply to all employees

New provisions will provide an entitlement for employees at the Professional 3 (P3) level to receive overtime and restrictive duty (currently in a Determination), and will allow Chief Executive Officers to approve overtime and restrictive duty for all employees under the Agreement, including up to the Senior Administrative Officer 2 (SAO2), Senior Professional 2 (SP2), and Technical 6 (T6) levels, after considering exceptional circumstances.

4. Excess Travel Time payments

CEOs will have the ability to approve payment at single time for employees from within the 2nd increment point of the AO4, up to the maximum of AO6 classification, who are required to undertake excess travel time.

5. Katherine and Alice Springs Retention Allowance

To assist in the retention of employees in Katherine and Alice Springs, a new \$1500 annual lump sum retention allowance will be introduced.

Employees who have 12 months continuous service in either of these locations immediately prior to, and on the date the Agreement commences, will be eligible to receive the lump sum payment (pro-rata for part time employees).

Employees will receive further lump sum payments of \$1500 (pro-rata for part time employees) following each anniversary of the commencement of the Agreement (provided they have completed 12 months continuous service prior to the anniversary date).

Employees in Choice of Fund superannuation schemes will also receive an additional \$180 in superannuation (based on 12% of \$1500 from 1 July 2025).

6. Remote locality review

The new agreement will provide a commitment of the parties to conduct a remote locality review during the term of the Agreement. The review will examine the remote localities and provisions under the Agreement, By-laws and Determinations to improve attraction and retention of employees in remote localities. The review will commence by August 2026.

7. New and Improved Professional Incentives

In addition to P3 overtime above, a range of new professional incentives will be provided to assist in the market, attraction and retention of professional employees including:

- a. Increase in the annual Professional Development Allowance rate to \$803 (increased \$100 per annum) for employees with 1 to 3 years of service, and to \$1951 (increased by \$400 per annum) for 3 years of more years; and reducing the current period to receive the higher rate from 5 years to 3 years.
- b. Improvements to the Professional Excellence Scheme to broaden its application through providing additional criteria and including a new 5% allowance category. This new criteria will allow CEOs to:
 - i. Pay a 5% or 10% allowance for a period of 2 years, to employees employed at the top of the P2 classification for a period of 2 years or more; and to employees at all increment points of the P3, SP1 and SP2 classifications;
 - ii. Recognise 2 new criteria for the 5% allowance covering:
 - 1. 'Individual Expertise' - Providing individual expertise outside of an employee's job requirements which is adding value to the agency, e.g. an employee in a remote setting filling a multidisciplinary role; and
 - 2. Specialised / Industry Skills – Where employee has specialised skills, experience or qualifications in an industry that adds value to the job or their ability to perform the job at a higher level than expected, particularly in hard to fill roles.
- c. New top of the range professional incentive allowance. Professional employees with 12 months or more service at the top of the range will receive an allowance ranging between \$750 and \$1750 per annum, depending on their level as follows:

Level	Amount
Professional 1	\$750
Professional 2	\$1000
Professional 3	\$1250
Senior Professional 1	\$1500
Senior Professional 2	\$1750

8. New Technical Recognition Scheme

A new Technical Recognition Scheme, similar to the Professional Excellence Scheme, will be introduced providing Technical based employees with ability to apply for a 5% allowance.

This new scheme will allow CEOs to pay a 5% allowance for a period 2 years, to employees employed at the top of the T2 classification for a period of 2 years or more; and to employees at all increment points of the T3 – T6 classifications.

The categories the CEO may recognise for the allowance cover:

- a. Standard of Performance - Consistent demonstration of high performance in excess of the standards normally required or expected of the employee's role and duties within the agency. This could include making a significant contribution(s) to the attainment of business outcomes within an agency.
- b. Innovation - Development of new approaches to work that significantly improve efficiency or quality of outcomes and which are adopted by the employee's work unit, agency and more widely.
- c. Professional Mentor / Leadership Role - Recognition as a mentor by technical colleagues and students at various levels including frequency of consultation by other colleagues and being recognised as a "local" expert in their technical field.
- d. Individual Expertise - Providing individual expertise outside of an employee's job requirements which is adding value to the agency. E.g. An employee in a remote setting filling a multidisciplinary role.
- e. Specialised / Industry Skills - Employee has specialised skills, experience or qualifications in an industry that adds value to the job or their ability to perform the job at a higher level than expected, particularly in hard to fill roles.

Improvements for Technicals also include provisions for CEOs to approve overtime to T6 employees where criteria is met to demonstrate exceptional circumstances.

9. Flexible Work Requests to be given favourable consideration

Flexible work provisions will be strengthened to provide favourable consideration for flexible work requests, with managers required to provide written reasons based on reasonable business ground for any requests not approved.

10. New Right to Disconnect provision to improve work life balance

Employee right to disconnect provisions will be included in the agreement to assist in maintaining work life balance opportunities and breaks from work contact.

11. Long Service leave (PSEM By-law 8) entitlements to be included in the Agreement

Long service leave provisions contained in By-Law 8 will be enshrined in the new agreement consistent with all leave entitlements being included in the agreement.

12. Inclusion of Determinations into the Agreement

The new agreement will include the following Commissioner Determinations:

- Outcomes of the shiftworker review, including a 3.4% shift worker allowance, increased overtime and penalty rates (Determination 1117 of 2023).
- Outcomes of the classification review for physical, administrative, and technical roles that provided higher commencing salaries and increased progression to top of the salary range including the removal of the Administrative Officer 1 and Physical 1 classifications (Determination 1102 of 2023).

- Improvements to the Community Language Allowance that provides greater recognition for employees with bilingual communication skills (Determination 5 of 2024).
- Overtime eligibility extended to the Professional 3 classification (Determination 1017 of 2022).
- Minimum superannuation contributions of 3 hours per engagement for casual employees (Determination 5 of 2022).
- Graduate Trainees determination inserted into the Agreement to harmonise all of their conditions and provide 6 months post graduate employment (Determination 3 of 2024).

13. New Fixed period employment provisions

A new clause will be included to reinforce security of employment provisions for fixed period employees consistent with the *Fair Work Act 2009* which provides that employees should only be provided fixed period employment contracts for no more than 2 years or 2 consecutive contracts, unless an exception under the *Fair Work Act 2009* applies.

14. Personal Leave to cover medical attendance

Personal leave provisions will be improved to allow employees to provide certificates of attendance for medical appointments (which will count as personal leave with documentary evidence), including for health issues other than just for an illness or injury.

15. Attendance at Approved Employee Assistance Providers

The new agreement will clarify that attendance at approved Employee Assistance Providers will be granted without the deduction of any leave entitlements.

16. Improved blood plasma donor leave

The existing blood donor leave provisions will be improved to allow time for donating of blood plasma.

17. New Organ Donor Leave

CEOs will have the ability to approve a recredit of leave for employees to donate a kidney or part of a liver, up to an equivalent amount that their agency receive a payment for from the Supporting a Living Donor Program.

18. Improved Leave to engage in voluntary emergency management activities

Provisions will be improved in relation to volunteering for emergency management activities into the Agreement to include leave may be taken for the prevention, preparation, response or recovery purposes.

19. Work Health and Safety Strengthened

Consistent with the *Work Health and Safety (National Uniform Legislation) Act 2011*, improved measures will be included for CEOs to:

- take reasonable and practicable steps to prevent and address psychosocial risks in the workplace; and
- support the establishment of committees and/or workgroups including health and safety representatives

20. Workloads

The current Workloads clause will be improved to provide that management will acknowledge receipt of requests for workload reviews within 7 days.

21. New provision to support Disability and Diversity in the workplace

A new clause will recognise a commitment to support and accommodate a diverse and inclusive work place which values the identities, skills and capabilities of all people including those with a disability, from culturally and linguistically diverse background, and senior employees.

22. Removal of Supported Wage System - Schedule 12

The new agreement will have the supported wage system provisions (schedule 12) removed, which currently provide CEOs with the ability to pay a reduced rate to a person who can't perform the full duties of a position due to a disability. This will ensure all employees with a disability receive the full rate of pay for the position they are employed for.

23. Tea and Rest Breaks

The new agreement will clarify that employees shall be granted unscheduled short tea breaks during work hours to refresh and ensure safe systems of work (updating the current short rest break provisions to include tea breaks).

24. Duplication of Public Holiday Duty and RDO provision

Clauses 65 and 74 outlining Public Holiday Duty and RDOs are a duplication and it proposed to remove clause 65 and update clause 74 for clarity.

25. Management of Unsatisfactory Performance and Disciplinary Proceedings

The new agreement will provide that:

- a) where it has been identified that there may be inability or unsatisfactory performance concerns, the NTPS Inability and Unsatisfactory Performance Handbook should be referenced as a guide by managers and employees to manage the employee's performance; and
- b) where it has been identified that it is appropriate to commence a disciplinary process the NTPS Discipline Handbook should be referenced as a guide for managers and employees for managing the process; and parties to a disciplinary process will work to resolve any matters within reasonably practicable timeframes and employees should be kept regularly informed on a monthly basis, or as otherwise agreed, of the status of their matter.

26. Fair Work Act compliance

Updated clauses to reflect recent changes to the *Fair Work Act 2009* including Union Rights, Management of Change, Dispute Settling Procedures, and Individual Flexibility Arrangements.

27. Fair Work Commission Undertaking

The current Fair Work Commission undertaking in relation to the definition of a shiftworker (for the purposes of an additional week of recreation leave when rostered to perform duty on at least 10 Sundays each year), will be included in the new agreement.

28. Changes to Schedules in the Agreement

A review of the Schedules has been conducted in consultation with the parties to contemporise the provisions and remove obsolete conditions. A summary of the changes applying generally across the schedules include:

- Remove classifications no longer in use (inclusive of Administrative Officer 1 and Physical 1 from the Classifications Review and Determination 1102 of 2023)
- Updated shiftwork provisions as outlined in the Shiftwork Review (Determination 1117 of 2023)
- Remove allowances no longer being utilised
- Remove the reference to Apprentices, however with a provision that should the employer propose to engage apprentices, consultation will occur under the management of change provisions
- Change calculations of certain payments from being calculated to the nearest quarter, to actual time worked

Specific changes made to the schedules are as follows:

Schedule 1 – The Community and Public Sector Union

- Removal of allowance of intermittent motor driving duties as the Physical 1 classification has been abolished
- Restrictive duty provisions for Allied Health Social Workers in the Department of Health; Adult Guardianship Officers; and Social Workers; Sexual Assault Social Workers and Sexual Assault Counsellors in the Sexual Assault Referral Clinic (SARC) that were previously in a determination have been included in the Agreement
- Technical Assistant Grade 1 has been removed as it is a restrictive provision that an employee in this role cannot progress past the 4th increment
- Technical 1 or Technical 2 Assistant Stock Inspector and Surveying Assistant have been removed as employees are not employed in these roles at these classifications
- Administrative Officer 2 Music Instructor has been removed as there are no positions at the level
- Administrative Officer 1 Literacy Worker has been removed as the classification has been abolished
- Remove restrictive provisions for the Professional 1 classification (Land Surveyor, Child Protection Practitioner or Curator)
- Law Officers contemporised and provided their commencing salary will be increment point 3 of the Professional 1 classification where the employee is admitted to practice, and will move to the maximum pay point after 12 months where CEO is satisfied with performance.

Schedule 2 – Construction and Maintenance Employee Provisions

- Removed the sub clause for fixed period employees – travelling expenses – engagement and termination, as relocation expenses and allowances will be paid in line with the Agreement and By-laws 27 and 28
- Remove call back provisions as these are covered in part 8 of the Agreement
- Remove on call allowance as these provisions are being harmonised and will be covered in part 8 of the Agreement
- Remove Sunday and Public Holiday provisions as these are covered in part 8 and include more beneficial provision of double time and a half for Public Holidays
- Removed the provisions of travel by ship which are not applicable

- As agreed during the last round of bargaining, include Port Service Workers (currently 3 employees) into the Agreement, with current employees having their conditions grandfathered, and any new Port Services Workers to be employed within the Physical Classifications (and covered by Schedule 2).

Schedule 3 – Department of Health Employees – United Workers Union Provisions

- Removal of the Physical 8 role that controls the operation of the Central Sterilising Department as this has not been used for 15 years;
- Allowances to be removed that are not being utilised:
 - Dental Technician
 - Senior Dental Technician
 - Radiographers – CT scanner allowance
 - Orderly ambulance duty
 - Security officer – use of motor vehicle
 - Kitchen staff – Tennant Creek Hospital
- Dental Assistant provisions for employees employed as at 14 March 1991
- Protective footwear – remove reference to allowance and provide mandated footwear will be provided and will take into account orthopaedic or medical needs

Schedule 4 – General Employees – United Worker Union Provisions

- Removal of allowance for a security officer required to operate a tell-tale clock
- Removal of Government House Allowance

Schedule 5 – Professional (P1) Engineer Provisions

- Removal of unnecessary criteria to be paid at the minimum pay point for P1 Engineers

Schedule 6 – Transport Workers’ Union Provisions

- Removal of split shift provisions as they are not utilised

Schedule 7 – Drafting Supervisory Technical and Other Employee Provisions

- Removal of Trainee Technical employee rates of pay as these are not used, and can be covered within in the Technical 1 salary rates

Schedule 8 – Senior Correctional Officers

- Updated to reflect new provisions and salary structure as outlined in this offer letter

Schedule 9 – NTPS Traineeships, Apprenticeships and Graduate Trainee

- Updated title to NTPS Traineeships, Graduate Trainees and Apprenticeships
- As discussed in negotiations the NTPS employs trainees, school based trainees, and graduates, however hasn’t directly employed or hosted traditional apprentices for at least 10 years (with the exception of hosting arrangements in Territory Generation and the Power and Water Corporation). It is proposed the current apprentice provisions are replaced with provisions that note the NTPS doesn’t employ apprentices, however if there is any intention to do so that the parties will be consulted on the development of new apprentice provisions.

- Graduate Trainee Determination and clause 29 of the Agreement provisions will be incorporated into the Schedule.

Schedule 11- Salaries and Allowance

- Updated in line with the offer

29. Commitment to Review Schedules

During bargaining it was identified there were concerns with union coverage contained within the Schedules of the Agreement. It is proposed the parties commit to conducting a review of the schedules over the life of the new Agreement to ensure employees can identify which schedules cover their position to better understand their terms and conditions of employment.

30. Chief Correctional Officers - Schedule 8

It is proposed to address the relativity issues with the Correctional Officer (CO) enterprise agreement by providing a salary package restructure, that would recognise the important senior leadership roles and move to an “all inclusive” consolidated salary package that (amongst other matters):

- provides a new salary package including a range of allowances (including the current consolidated allowance) to be rolled up into a composite salary payable on commencement of a new 24/7 roster over 365 days a year, or an alternate roster as determined by the Commissioner of Corrections;
- the composite salary will be inclusive of officers working a 40 hour week (in lieu of the current 38 hour week with PDO provisions);
- provides qualification requirements that are necessary and appropriate to the role;
- allows overtime payments at a reduced notional salary rate of 74% of the all inclusive salary package (to maintain the approximate equivalent overtime rates); and
- provides a provision for the same workers compensation entitlements as the COs agreement in circumstances where Chief Correctional Officers are carrying out duties that have direct contact with prisoners

Employer Efficiencies / Productivities

31. Accident Allowance

In order to offset incentives that are being offered in addition to the 3% wage increases (e.g. enhanced overtime provisions, professional and technical incentives, Katherine and Alice Springs attraction and retention allowance), it is proposed to remove accident allowance provisions from the Agreement, that are also covered by other conditions in the agreement. Employees will still maintain personal leave entitlements that are in excess of the National Employment Standards and access to Workers Compensation to cover any illness or injury.

32. Redeployment and Redundancy

It is proposed to revert to the provisions under the *NTPS 2017 – 2021 Enterprise Agreement* with the management of the generous severance provisions which included the offer of a voluntary retrenchment package; and if an employee chooses not to accept voluntary retrenchment, that they may continue to work through the redundancy notice period which may be up to 52 weeks, during which redeployment efforts will continue. The current 2 year provision for an employee to remain on the database was only implemented due to the wage freeze in 2021 and is an unnecessary restriction.

33. Consultation on changes to By-Laws and Determination, and Inconsistent Provisions including Retrospective approvals

Revert to the previous provisions and retain the requirement for the Commissioner for Public Employment to consult on any variance to general employment conditions specified in the PSEM By-laws and Determinations. This revision removes the current requirement to reach agreement with affected parties.

This proposed amendment aims to revert to the provisions outlined in the *NTPS 2017–2021 Enterprise Agreement*. The intent is to remove the restrictive clauses that were introduced in the 2021 Agreement, which were implemented as a result of the wage freeze and the employer's inability at the time to offer pay increases.

Changes will also provide for the Commissioner to issue Determinations with retrospective or inconsistent provisions, provided employees are better off overall.

Operational matters regarding the application of conditions

There were also number of operational matters raised by the unions pertaining to the application of entitlements and conditions, for example, the application and processes for uniforms for certain employees (e.g. protective footwear and hi-vis clothing), training and study leave provisions, vacancy rates, JES and JAQs of various positions, and use of flexible working arrangements to name a few).

These were investigated and reported back to the relevant agency during the bargaining process where internal meetings have already occurred and some of these matters have been resolved. Employees are encouraged to raise operational matters as soon as practicable to ensure employees and managers are applying of the correct employment entitlements.