

NORTHERN TERRITORY OF AUSTRALIA

Public Sector Employment and Management Act 1993

VIP DRIVERS

VARIATION TO WORKING ARRANGMENTS FOR GROUP OF EMPLOYEES

REVOCATION OF DETERMINATION 1072 of 2018

I, Vicki Telfer, Commissioner for Public Employment, pursuant to section 14(2) of the *Public Sector Employment and Management Act 1993*, and with reference to section 43 of the *Interpretation Act 1978*, hereby revoke Determination 1072 of 2018.

DETERMINATION NUMBER 1005 of 2022

I, VICKI TELFER, Commissioner for Public Employment:

1. Pursuant to section 14 of the *Public Sector Employment and Management Act 1993*, and in accordance with clause 23 – Variation to Working Arrangements for Groups of Employees, of the Northern Territory Public Sector 2021 – 2025 Enterprise Agreement, approve the VIP Fleet Group Working Arrangements (the Agreement) set out in Schedule 1 and determine that the VIP Drivers employed by the Department of the Chief Minister and Cabinet shall be:
 - (a) Subject to the provisions as contained in Schedule 1; and
 - (b) Paid in accordance with the rates set out in Schedule 2.
2. This Determination is to have effect on and from 7 February 2022.
3. This Determination will continue to operate until the Northern Territory Public Sector 2021 – 2025 Enterprise Agreement is replaced or the termination clause in the Agreement is invoked.

Dated 18/4/22



VICKI TELFER PSM
Commissioner for Public Employment

Agreement for Variations to Working Arrangements for Groups of Employees

1 TITLE

This Agreement will be known as the *VIP Fleet* Group Working Arrangement.

2 DEFINITIONS

The following definitions shall apply for the purposes of this Agreement:

"Agreement" means an agreement in accordance with a variation to working arrangements for groups of employees.

"CEO" means Chief Executive Officer of the Department of the Chief Minister.

"Commissioner" means Commissioner for Public Employment.

"Employees" means the group of employees specified in clause 3.

"Enterprise Agreement" means the enterprise agreement specified in clause 5.

"VIP Driver" is a person employed on an ongoing, fixed period or casual basis at the Physical 2 level, or in the case of the VIP Fleet Manager, at the Administrative Officer 3 level, working within Protocol NT to perform the duties set out in the Attachment to this Agreement.

"Relief VIP Drivers" is a person employed on an as required basis (a casual employee) at the Physical 2 level to perform driving duties.

3 PARTIES

This is an Agreement between the CEO (or delegate) and VIP Fleet employees (VIP Drivers). Including the VIP Fleet employees who have signed this agreement and VIP Fleet employees recruited during the life of the agreement.

4 APPROVAL OF THE COMMISSIONER

This Agreement is subject to the approval of the Commissioner who will issue a Determination to give effect to this Agreement.

5 PERIOD OF OPERATION

Subject to clause 4, this Agreement will continue in operation until the Northern Territory Public Sector 2021 - 2025 Enterprise Agreement (Enterprise Agreement) is replaced.

The proposed work arrangements cannot commence until the approving Determination has been issued.

6 SCOPE OF AGREEMENT

1. This Agreement is entered into in accordance with clause 23, Variation to Working Arrangements for Groups of Employees, of the Enterprise Agreement specified in clause 5.
2. This Agreement departs from the following clauses of the Enterprise Agreement and Schedule 3 Construction and Maintenance Workers (NTPS) Provisions:

Clause 45, Higher Duties Allowance

Clause 78, Personal Leave

Clause 86, Recreation Leave

Clause 91, Long Service Leave

Clause 59, Additional Hours and Overtime

Clause 62, Restrictive Duty

3. This Agreement departs from the following clauses of the Public Sector Employment and Management By-Laws:

By-law 8, Long Service Leave

4. This Agreement varies the effect of the Enterprise Agreement clauses specified in clause 6.2 above in the following manner:

This agreement varies the clauses in 6.2 by substituting the entitlements and conditions of service with the payment of a commuted salary and enabling access to programmed day off.

5. Where any inconsistency exists between the terms of this Agreement and the terms of a relevant Determination, By-law or Enterprise Agreement the provisions of this Agreement shall apply.

7 TERMS AND CONDITIONS

1. The VIP Drivers shall be paid in accordance with the rates set out in the Schedule.
2. Relief VIP Drivers will be paid at the Physical 2 designation and at the rates specified in the Enterprise Agreement.
3. The commuted salary rate will count for all superannuation purposes, including the calculation of employer superannuation liabilities and salary sacrifice.
4. The commuted salary covers the VIP Driver's ordinary hours (38 hours per week), and it is payable in lieu of all penalty payments related to shift work (including split shifts and payments for Saturday and Sunday and public holiday work), shift break penalties, as well as on call allowance and overtime payments.
5. VIP Drivers will work 40 hours per week, 8 hours per day, thereby enabling the accrual of a Programmed Day Off (PDO) every 19 days.
6. Maximum hours worked per week shall not exceed, where practicable, 12 actual hours in one day and 72 actual hours in one week.
7. A 10 hour break will be taken between ceasing ordinary work on one day and commencing ordinary work on the next day, where practicable.
8. A VIP Driver shall provide the VIP Fleet Manager with reasonable notification prior to the commencement of the next rostered shift, if unavailable to work the rostered shift.

8 MANAGING ROSTERS

1. The employee performing the duties of the VIP Fleet Manager will be responsible for managing the agreed work roster and the provision of the VIP Driver service to meet transport requirements.
2. The Director of Protocol NT in conjunction with the VIP Fleet Manager, will determine what supplementary transport services, including the use of private hire cars, may be required during peak workloads or special events (i.e. VIP visits).
3. When undertaking the duties of the VIP Fleet Manager, a VIP Driver will be paid an allowance in accordance with the rate set out in the schedule
4. A VIP Driver will be paid an allowance in accordance with the rates set out in the schedule, which will be adjusted by the percentage of any future salary increases, when undertaking the duties in Clause 10 of this agreement, during the absence of the VIP Fleet Manager.

9 LEAVE

1. When a VIP Driver takes paid recreation leave or personal leave their leave credits will be deducted based on the ordinary hours per week (eight (8) hours per day).
2. VIP Drivers are entitled to 30 days of recreation leave per year.
3. With regard to 7.6 all periods of recreation leave will be paid at the commuted salary rate.
4. VIP Drivers accessing their accrued personal leave will be paid at the commuted salary rate for the first 15 days of approved leave in a personal leave year, after which approved leave will be payable at the employee's nominal salary rate, that is, Administration Officer 3 or Physical 2.
5. A VIP Driver who was employed and was working in that role under previous Variation to Working Arrangements for Groups of Employees Agreements, including the Agreement which ceased to have effect on 29 November 2013 is entitled to have all the long service leave they may have accrued from 18 July 2002 onwards paid at the commuted salary rate.
6. An employee accessing long service leave that accrued prior to 18 July 2002, may elect to be paid a sum to maintain payment equivalent to his or her commuted salary amount by converting such portion of his or her long service leave credit that accrued prior to 18 July 2002 as reflects the additional amount, and reducing his or her long service leave credit accordingly.
7. The provisions of clauses 7.5 and 7.6 do not apply in the case of new VIP Driver (i.e. anyone employed, transferred or promoted to VIP Driver position from 29 November 2013 onwards), who will only be paid at the commuted salary rate for those long service leave entitlements which accrue after the date they commenced working as a VIP Driver.
8. With regard to the provisions in 7.4, PDOs will not accrue during periods of long service leave and the VIP Driver's hours per week will revert to 38 hours.

10 EFFICIENCY

This Agreement will result in more efficient operations as payment of the commuted salary provides several benefits. It:

- clarifies the appropriate payment(s) for the VIP Drivers;
- provides consistency when budgeting;
- enables the cost of providing the service to be more easily determined; and
- reduces paper work and assists the payroll processing.

11 BETTER OFF OVERALL TEST

This Agreement will result in the employees being better off overall than the employees would have been if no variation had been made.

This Agreement allows VIP Drivers continued access to arrangements that have been place since July 2002.

The Agreement provides VIP Drivers with a Programmed Day Off (PDO) every 19 days. In addition, the commuted salary rate is payable during paid leave, albeit with some limitations (i.e. clauses 9.4, 9.5 and 9.7).

The commuted salary rate is also included in the calculation of the employer's superannuation liabilities thereby ensuring the VIP Drivers receive a higher superannuation benefit than they would have if they were being paid overtime, on-call allowance etc.

12 CONSULTATION WITH EMPLOYEE REPRESENTATIVE GROUP

Relevant unions have been consulted and endorse their support for the proposed arrangements.

13 CONTINUATION OF THE VARIATION TO WORKING ARRANGEMENTS FOR A GROUP OF EMPLOYEES AGREEMENT

The parties (or an appropriate representative) agree to meet to consider the need for a further agreement at least six (6) weeks (or earlier or later by agreement) prior to expiry of this Agreement.

14 GRIEVANCE/DISPUTE SETTLING PROCEDURES

The Parties agree that no further claims relating to the terms and conditions set out in this Agreement or the Enterprise Agreement will be made during the life of this Agreement. However, this does not preclude the parties from pursuing grievances/disputes arising out of the operation of this Agreement and any such matters may be managed in accordance with the grievance/dispute settling provisions of the Enterprise Agreement.

15 REVIEW OF AGREEMENT

The Parties agree to review the effectiveness and efficiencies of the Group Variation to Working Arrangements set out here when the current NTPS 2021-2025 Enterprise Agreement is replaced and for the life of the new NTPS Enterprise Agreement.

Or

At the request, in writing, of one or both parties to the Agreement.

16 TERMINATION OF AGREEMENT

1. This Agreement will terminate upon the agreed cessation date (as per clause 5 Period of Operation).

Or

2. Either Party may elect to terminate this Agreement without prejudice, if they are no longer satisfied that the terms or the spirit of the Agreement are being met or achieved.
3. In the event the CEO is the Party considering the termination of the Agreement, they must provide the other Party a minimum of three (3) months' notice, in writing, outlining the reasons for the termination.

4. In the event the Agreement is terminated, once the notice period referenced in 16.3 has expired the VIP Drivers will revert back to their normal NTPS working conditions and annual salary rate.

SIGNATURES OF EMPLOYERS AND EMPLOYEES

SIGNED BY:

Chief Executive Officer

Jodie Ryan


[Signature of CEO / Delegate]

On 1 February 2022

SIGNED BY:

Union Official Transport Workers Union

~~Barry Norton~~ Jan Smith
Branch Secretary

On 27th Sept. 2021



[Signature of CEO / Delegate]

SIGNED BY:

VIP Fleet Manager

Bill Harris

On 24th Sept 2021



[Signature of employee]

SIGNED BY:

VIP Fleet Driver

Ben Hicks

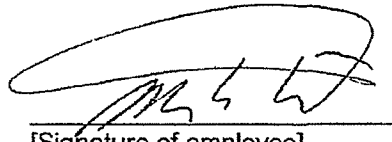
On 24/09/21


[Signature of employee]

SIGNED BY:

VIP Fleet Driver

Gowan Carter



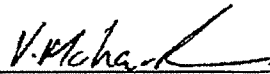
[Signature of employee]

On 24th September 2021

SIGNED BY:

VIP Fleet Driver

Vishal Mohan Ram



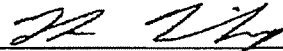
[Signature of employee]

On 24/09/2021

SIGNED BY:

VIP Fleet Driver

John Tinley



[Signature of employee]

On 24/09/2021

***INLINE WITH EXISTING EA 2017-2021**

VIP Driver and Chief Driver Salary Rates

Designation	Salary rate effective from 11.08.21 \$ per annum
VIP Driver	98,303
Chief Driver	103,663

Rate Of Allowance To Be Paid To A VIP Driver Performing Duties As Chief Driver
(Clause 7.10 And 7.11 Of Schedule 1 Refers)

Allowance payable from 11.08.21 \$ per day
20.40

*It should be noted the NTPS Enterprise Bargaining Policy 2021- 2024 provides for no net increases to salary and allowances for the term of the agreement during 2021 -2025 period, with the exception of an annual lump sum payment therefore and the current allowance requests would remain the same.

