

NORTHERN TERRITORY OF AUSTRALIA

*Public Sector Employment and Management Act 1993*

**VARIATION TO DETERMINATION NUMBER 1008 of 2026**

Variation of Working Arrangements for a Group of Employees –  
NT Sports Academy – Department of People, Sport and Culture

I, Nicole Hurwood, Commissioner for Public Employment, pursuant to section 14(2) of the *Public Sector Employment and Management Act 1993* and with reference to section 13(a) of that Act, section 43 of the *Interpretation Act 1978* and clause 23 of the *Northern Territory Public Sector 2021—2025 Enterprise Agreement*, determine that:

1. The terms set out in the Schedule to this Determination will apply to employees of the Northern Territory Sports Academy within the Department of People, Sport and Culture.
2. This Determination will cease to have effect on 31 December 2029, unless revoked earlier.

Dated

4 June 2026



Nicole Hurwood  
Commissioner for Public Employment

## SCHEDULE

### Northern Territory Public Sector Agreement for Variation to Working Arrangements for Groups of Employees

#### 1. TITLE

This Agreement will be known as the Department of People, Sport and Culture, Sports Academy Group Working Arrangement.

#### 2. DEFINITIONS

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

"CEO" means Chief Executive Officer of the Department of People, Sport and Culture.

"Commissioner" means Commissioner for Public Employment.

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

"Enterprise Agreement" means the *Northern Territory Public Sector 2021 – 2025 Enterprise Agreement*.

"Parties" means the CEO and employees specified in clause 3.

"Union" means Community and Public Sector Union (CPSU).

#### 3. PARTIES

This Agreement is made between the CEO and the employees within the NT Sports Academy (NTSA) including the employee representative who has signed this Agreement on behalf of all Employees who voted on this Agreement, and employees recruited during the life of this 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 cease to have effect on 31 December 2029 or earlier in accordance clause 15 of this Agreement.

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

## 6. SCOPE OF AGREEMENT

1. This agreement applies to employees working within the NTSA and is entered into in accordance with clause 23, Variation to Working Arrangements for Groups of Employees, of the Enterprise Agreement.
2. The provisions of the Enterprise Agreement are varied in the following manner:
  - i. Due to the nature of the work and operation requirements of the NTSA, the Span of Hours in clause 68.1 will be extended to Monday to Sunday 5.30 am to 8.30 pm.
  - ii. The variation provides for the employer to support a flexible work arrangement whereby employees will work their required weekly hours at any time within the extended span of hours.
  - iii. Any work performed in addition to the employee's required weekly hours but within the span of hours of Monday to Sunday 5.30 am to 8.30 pm, the employees are to accumulate and utilise the hours under the Flexitime provision of the Enterprise Agreement.

Under the Flexitime provision, staff are required to maintain timesheets and use various strategies to average 36.75 hours per week over each month. These strategies may include late starts, early finishes, extended breaks during the workday, or taking up to two days off. Any days off taken to balance additional hours must be approved in advance and cannot be carried over for more than four weeks.

When taking breaks during the workday and remaining on-site, staff may use the NTSA Strength and Conditioning (S&C) facility at their own risk and NTG resources for personal tasks. Any time spent on breaks while remaining at work must be recorded in timesheets.

- iv. Any work performed in addition to the employee's required weekly hours outside the span of hours of Monday to Sunday 5.30 am to 8.30 pm, the employees are to access either the Additional Hours and Overtime provision of clause 59 or Time Off in Lieu of Overtime clause 60.
- v. Employees will be paid an allowance of 11.5% of their annual actual salary in lieu of the overtime payment payable for working inside the span of hours in clause 6(2)(i).
- vi. The allowance is to be calculated and paid fortnightly.
- vii. New employees will be advised of the group variation provisions prior to being offered a position.

## **7. CONDITIONS OF EMPLOYMENT**

Conditions of employment not varied by this agreement such as leave entitlements, allowances and all other entitlements including overtime and payments required in the event of the employees working outside the span of hours in accordance with clause 6 of the group variation, will be as per the Enterprise Agreement while this group variation is in effect.

New employees will be advised of the group variation provisions prior to being offered a position.

## **8. EFFICIENCY**

This Agreement will result in more efficient operations as employees can manage their required weekly working hours that are better suited to operational needs of the Sports Academy.

## **9. REQUIREMENTS OF THE ENTERPRISE AGREEMENT**

Variations to the above terms of the Enterprise Agreement satisfies the requirements of clause 23 of the *NTPS 2021 – 2025 Enterprise Agreement*.

## **10. 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 as the Enterprise Agreement only provides for the Overtime Rates to be paid for the hours where the employees worked outside the span of

hours of 6am to 6pm Monday to Friday. Under this variation, the employees are to be paid a fortnightly 11.5% allowance regardless of the period of hours worked.

#### **11. EMPLOYEE AGREEMENT**

This Agreement has been genuinely agreed to by majority of employees involved.

#### **12. CONSULTATION WITH EMPLOYEE REPRESENTATIVE GROUP**

The Community and Public Sector Union (CPSU) have been consulted on the proposed arrangements prior to the approval of the Commissioner.

#### **13. GRIEVANCE/DISPUTE SETTLING PROCEDURES**

The Parties agree that no further claims relating to the terms and conditions set out in this Agreement will be made during the life of this Agreement and the life of the Enterprise 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.

#### **14. REVIEW OF AGREEMENT**

The Parties agree to review the effectiveness and efficiencies of this Group Variation to Working Arrangements annually.

#### **15. TERMINATION OF AGREEMENT**


If either party elects to terminate the agreement they are required to provide no less than 28 days' notice with the arrangement to then cease at the end of the next cycle of shifts. In the event the group variation is terminated, the employees shall revert to the Enterprise Agreement conditions.

SIGNATURES OF EMPLOYERS AND EMPLOYEES

SIGNED BY:

Acting Chief Executive Officer

Deborah Butler



On 10/11/2025

SIGNED BY:

Union Official CPSU Regional Secretary

David Villegas

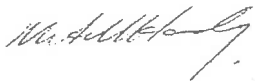


On 3/11/2025

SIGNED BY:

General Manager Sports, Recreation & Strategic Infrastructure

Mitchell Hardy



On 31/10/2025

SIGNED BY:

Employees Representative

Manager Athlete Development

Tim Ellison



On 31/10/2025

