
**NORTHERN TERRITORY PUBLIC SECTOR
ENTERPRISE BARGAINING POLICY – 2025 – 2028 (WAGES POLICY)**

1. Purpose

The purpose of the Northern Territory Public Sector (NTPS) Enterprise Bargaining Policy – 2025 - 2028 ('the Wages Policy') is to establish the Northern Territory Government's ('the Government') bargaining framework for enterprise agreements in the NTPS¹ and consent agreements under Part III of the *Police Administration Act 1978*.

2. Objectives

The objectives of the Wages Policy are to:

- (a) support collective bargaining with unions in line with the *Fair Work Act 2009* (Cth) ('the FW Act')
- (b) ensure costs arising from bargaining outcomes do not exceed the Government's fiscal parameters
- (c) support the Government's strategic objectives and the strategic business objectives of agencies and create efficiency wherever possible
- (d) maintain fair and reasonable terms and conditions of employment.

3. Application of the Policy

The Wages Policy applies to:

- (a) all NTPS employees within the meaning of the *Public Sector Employment and Management Act 1993* (excluding executive contract officers), and
- (b) all members of the Northern Territory Police Force below the rank of Commander.

In this policy, enterprise agreements made under the FW Act and consent agreements made under the *Police Administration Act 1978* are collectively referred to as 'agreements'.

¹ For the purposes of this Policy, the NT Public Sector includes the Power and Water Corporation, Territory Generation and Jacana Energy.

4. Bargaining Principles

- (a) Bargaining will be conducted in “good faith” in line with the FW Act
- (b) Collective bargaining with the union(s) representing employees is the preferred mode of bargaining in the NTPS
- (c) Wherever possible bargaining should commence at least four months prior to the nominal expiry of the current agreement
- (d) The CPE and CEOs will engage union representatives and NTPS employees productively and positively during the bargaining process and will be open and transparent about their bargaining position
- (e) Formal offers for new agreements should be made prior to the agreement's nominal expiry date unless otherwise agreed
- (f) Unions will be encouraged to submit their claims on (or before) the commencement of bargaining
- (g) Agreement outcomes will:
 - i. have a total cost of up to 3 per cent per annum (total cost means the cost of salary and allowance increases, salary restructuring and changes to conditions, but excludes increases to employer superannuation contribution) with any cost increases above 3 per cent per annum to be funded by real, bankable, productivity offsets and work practice reform initiatives
 - ii. not contain matters of policy or procedure that are better served at the agency level
 - iii. not contain restrictive work practices
 - iv. not contain provisions restricting powers of the Commissioner for Public Employment or agency chief executives
 - v. apply pay rises from seven days after the agreement is approved by Fair Work
 - vi. not include any back-pay, sign-on bonuses or similar payments

vii. aim to ensure NTPS remuneration and conditions of employment are competitive with similar agreements in other jurisdictions but are not the most generous of all the states and territories

viii. provide for, as far as possible, a common core of NTPS conditions of employment (e.g. leave, superannuation, redundancy, hours of work, change management provisions) across the service.

- (h) Offers for new agreements apply to employees who are employed at the time an agreement commences operation in accordance with s 54(1) of the FW Act
- (i) To achieve certainty, agreement timeframes will ideally be as long as possible allowed under the FW Act (that is four years)
- (j) New agreements should support the rationalisation and harmonisation of conditions and entitlements across the NTPS, where it is fiscally sensible to do so, to drive operational and payroll processing efficiencies and reduce any risks arising from incorrectly applying agreement provisions.

5. No extra claims provision

All wages, conditions and efficiency measures will be settled in the bargaining process and, where appropriate, reflected in the enterprise agreement. All agreements must contain a 'no extra claims' clause where the parties agree that they will not make any extra claims in relation to the employee terms and conditions of employment in operation for the period of the Agreement.