

PROPOSED

Northern Territory Public Sector 2021 - 2025

Enterprise Agreement

EXPLANATORY NOTES

THIS DOCUMENT REFLECTS THE CHANGES IN THE PROPOSED AGREEMENT COMPARED WITH THE CURRENT AGREEMENT

Introduction

- i. Reference to the 'current agreement' means the Northern Territory Public Sector 2017 - 2021 Enterprise Agreement (ID AE427964) and reference to the 'new Agreement' means the proposed Northern Territory Public Sector 2021 - 2025 Enterprise Agreement.
- ii. Technical changes have been made throughout the new Agreement that are not included in the explanatory notes, including;
 - a. the current agreement has been reformatted and reorganised into new parts that collate related entitlements or subject matter;
 - b. adopting gender neutral language and plain English language, where appropriate, without affecting entitlements or conditions;
 - c. changes to address grammar, punctuation and clause numbering updates.
- iii. This document is in numerical order of the clause numbers under the new Agreement. Unless specified otherwise, the explanatory notes are referring to the new Agreement clauses. An explanation of how the provision or entitlement has translated from the current agreement to the new Agreement is included.
- iv. Clause numbers vary from the current agreement due to the removal of some clauses, introduction of new clauses and reorganisation of existing clauses and schedules.
- v. Legislation referenced in the new Agreement can be accessed on the following webpages:

Commonwealth: www.legislation.nt.gov.au

Northern Territory: www.legislation.gov.au/Home
- vi. Public Sector Employment and Management By-laws, Employment Instructions and Determinations can be accessed on the Office of the Commissioner for Public Employment webpage: <https://ocpe.nt.gov.au/employment-law>.

Further information on the proposed new Agreement

If you would like further information on the new Agreement, please contact the Employee Relations unit in the Office of the Commissioner for Public Employment on telephone **08 8999 4282**.

The Structure

The new Agreement contains 9 Parts and 12 Schedules as follows:

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Parts 1 to 9 – Changes Explained

Part 1 Application and Operation of Agreement

1. **Title**

The title has been changed to Northern Territory Public Sector 2021 – 2025 Enterprise Agreement

2. **National Employment Standards**

There is no change to this clause.

3. **Parties covered by this Agreement**

The new Agreement has been changed to include the Speaker of the Legislative Assembly and employees in the Department of the Legislative Assembly. In accordance with sections 3 and 12 of the *Public Sector Employment and Management Act 1993* (the PSEM Act), the Speaker is the 'Commissioner' and, therefore, 'employer' in respect of employees in the Department of the Legislative Assembly who are covered by the new Agreement.

The 'United Voice' has been updated to reflect correct name of the union to 'United Workers Union'.

4. **Definitions**

The definition of:

- **Agreement** has been changed to reflect the title of the new Agreement.
- **Employer** has been changed to add the Speaker of the Legislative Assembly in relation to employees in the Department of the Legislative Assembly. There is no change to the Commissioner for Public Employment who is the 'employer' for all other employees employed under the new Agreement.
- **extended family** – a new definition for the purposes of compassionate leave
- **miscarriage** – a new definition for the purposes of parental leave and compassionate leave
- **NES** means National Employment Standards. The abbreviation in the title at clause 2 of the current agreement has been moved to the definition clause
- **PSEM Act** has been amended to reflect the correct title of the Act (i.e. include date)
- **stillborn child** - new definition for the purposes of parental leave and compassionate leave

A range of definitions which were previously contained within clauses have been moved to the front of the new Agreement for ease of reference. These are:

- **child** (from compassionate leave)

- **de facto** (from compassionate leave)
- **immediate family** (from compassionate leave)
- **medical certificate** (from personal leave)
- **personal leave year** (from personal leave)
- **reasonable business grounds** (from requests for flexible work arrangements and to extend parental leave. This definition will only apply to these entitlements)
- **Registered health practitioner** (from personal leave)
- **spouse** (from compassionate leave)

5. **Period of Operation**

This clause has been changed to reflect the nominal expiry of the new Agreement to be 10 August 2025.

6. **Purpose and Operation of Schedules**

This clause sets out how the main section (also referred to as ‘the core’) of the new Agreement interacts with the schedules (Schedule 1 to 12).

This clause has been changed to reflect that the new Agreement will contain nine parts in the main section and 12 schedules. Sub clauses added or amended to set out the relationship between the parts and schedules in the event of an inconsistency between them or the application of a particular part to a schedule.

7. **Relationship with the PSEM Act**

The current title, ‘Variation of Public Sector Management and Employment Act’, has been changed to better represent the content of the provision.

There is a new sub clause 7.3 explaining that all By-laws providing leave entitlements, with exception of By-law 8 Long Service Leave, have been fully incorporated into the Agreement and therefore, the By-law have no application.

A new sub clause 7.4 which provides that for the life of this Agreement, general employment conditions specified in PSEM By-laws and Determinations will not be unilaterally varied without consultation and agreement with the affected parties prior to the formalisation of an amendment. As a result of the new sub clause, the existing clause 7.4 has been renumbered to clause 7.5.

8. **No Extra Claims**

There is no change to this clause.

9. **Negotiations for Replacement Agreement**

There is no change to this clause.

Part 2 Objectives and Principles

This is a new part which brings together some existing clauses from other parts with amendments.

10. Objectives of Agreement

Sub-clause 10.3 in the current agreement has been omitted from this clause as it was duplicated in the current agreement under clause 30.1 'Job Security'. Provisions regarding job security have been enhanced in the new Agreement and set out under the retitled clause 30 'Employment Security'.

A new sub-clause 10.3 of the new Agreement providing a commitment that for the term of the Agreement there will be no reduction in current or future employment rights and entitlements as provided in By-laws and Determinations, including provision of allowances and leave arrangements.

Sub-clause 10.4 in the current Agreement has been omitted from this clause as the Commissioner's commitment and the party's agreement to support flexible work for all employees is set out in clause 21 of the new agreement.

11. Safe and Healthy Work Environment

The equivalent clause in the current agreement is clause 18, 'Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace'. The title of this clause has been changed for a broader focus on safe and healthy work environments in all areas. Sub clause 18.2 of the current agreement has been omitted as this is a sign-post clause (i.e. does not itself give rise to rights or entitlements) to the grievance review rights under the PSEM Act, which continue to operate under that legislation.

A new sub clause 11.2 has been included that provides a commitment to supporting sector-wide guidelines to ensure work health and safety of employees, including remote employees and where travelling for work is required.

12. Support and Wellbeing - Employee Assistance Program

The equivalent clause in the current agreement is clause 16, 'Commitment to Employee Assistance Program'. The clause title has been changed and wording setting out the entitlement simplified. There is no substantive change to conditions or entitlements.

13. Productivity and Efficiency

This is clause 11 in the current agreement. There is no change to this clause.

14. Workloads

This is clause 33 in the current agreement. There is no change to this clause.

15. Training and Development

This is clause 46 in the current agreement with the addition of a new sub clause 15.4. The new sub clause acknowledges the NTPS Aboriginal Employment and Career Development Strategy for 2021 – 2025 and Employment Instruction Number 15 (Special Measures) as a key policy initiative and legislation, respectively, supporting Aboriginal recruitment, training and career progression.

16. **Performance Planning and Review**

This is clause 47 in the current agreement. There is no change to this clause.

Part 3 Communication and Consultation

This is a new Part 3 which brings together some existing clauses from the current Agreement's Part 2 'Procedural Matters' and from other parts with amendments.

17. **Consultative Committees**

This is clause 15 in the current agreement.

A new sub-clause 17.3 has been included in the new Agreement with regard to the CEO's ability to determine the scope and terms of reference for a consultative committee.

18. **Management of Change**

This is clause 14 in the current agreement. The clause has been simplified, however the process (e.g. when CEO must consult) and entitlements are unchanged.

19. **Dispute Settling Procedures**

This is clause 12 in the current agreement. There are a number of improvements and changes as follows:

- The provisions have been improved to allow requests for flexible working or requests for an extension of parental leave to follow the dispute settling procedures (i.e. internal resolution, conciliation and, if required, referred to arbitration by the Fair Work Commission).
- Internal Resolution (clause 19.7 in the new Agreement) – the sub clauses which deal with internal resolution have been changed to simplify the clause. The new clause provides for the same steps to be taken however, the timeframes in the current clause have been removed and replaced by 'as soon as reasonably practicable'.
- Arbitration (clause 19.9 in the new Agreement) – A new sub clause has been added. It clarifies which matters are exempt from the arbitration provisions (disputes about By-laws and assessment outcomes for Senior Classification level positions). There is no change to the current Agreement in relation to disputes about By-laws which can still be managed through the dispute settling procedures, including conciliation, under the new Agreement.

20. **Union Rights**

This is clause 13 in the current agreement. The clause has been changed to improve the current entitlement to enable delegates to take paid leave to attend delegate training in their first year of employment, if required and subject to being nominated by the union to attend the course. Currently paid leave is only available to employees with at least 12 months continuous service.

Part 4 Flexible Work (Work Life Balance)

This is a new Part 4 which brings together some existing clauses from the current Agreement's Part 3 'General Employment Conditions' to emphasise and promote flexible working arrangements and options.

21. Flexible Work – General Principles and Requirements

This is a new clause to replace clauses 34 and 36 in the current agreement with improvements. The clause retains the Commissioner's commitment to providing employees with flexibility to assist in balancing work and life commitments.

The new clause sets out more clearly the factors involved when considering a flexible work arrangement (must work for the employee, the agency and customers). It provides a more comprehensive list and explanation of the flexible work options available to employees under the new Agreement. The clause stipulates the timeframe for responding to an employee's request (i.e. CEO or delegate must respond in writing within 21 days) and the request may only be refused on reasonable business grounds. What constitutes 'reasonable business grounds' has been included in the definitions clause at the start of the Agreement.

The clause also provides that, subject to approval, employees may work from home or another location to facilitate flexible work and that only the CEO can refuse request to work from home.

22. Individual Flexibility Arrangements

This is clause 31 in the current agreement. The clause in the new Agreement has been revised for consistency with the *Fair Work Act 2009*. There are no substantive changes to the operation or the conditions/entitlements.

23. Variation to Working Arrangements for Groups of Employees

This is clause 32 in the current agreement with some technical changes for simplification and succinctness. There are no substantive changes to the operation or the conditions/entitlements.

24. Flextime Scheme for Non-Shiftworkers

This is clause 35 in the current agreement. There has been no change to this clause.

Part 5 Employment Relationship

This is a new Part 5 which brings together some existing clauses from the current Agreement's Part 3 'General Employment Conditions' and from other parts with amendments.

25. Types of Employment

This is a new clause referencing that employees are employed under section 29 of the PSEM Act on an ongoing, fixed period or casual basis. The clause explains that ongoing or fixed period employment can be on a full-time or part-time basis. This clause reflects the current legislative basis of employment in the Northern Territory Public Sector.

26. **Full-time employment**

This is a new clause to define full-time employment. There is no change to how the current Agreement operates with respect to a full-time employee, however, the new Agreement will assist with interpreting and applying other entitlements under the Agreement. The clause defines a full-time employee according to their ordinary hours of duty per week with reference to the full-time hours set out in the applicable Schedule (1 to 9).

27. **Part-time employment**

This is clause 28 in the current agreement with changes to incorporate Part-time conditions currently provided in Determination Number 9 of 2012. There is a new sub clause 27.7 dealing with what happens where a full-time employee is approved to work part-time for a specified period. The clause provides for the employee to revert to full-time hours unless a further period of part-time employment is approved.

28. **Casual employment**

This is clause 29 in the current agreement. The clause has been changed to incorporate the casual provisions contained in Determination Number 3 of 2012 'Casual Employment' and improved to provide for a minimum daily engagement of 3 hours.

A new sub clause 28.5 has been included as a signpost to Commonwealth legislation governing an employee's right to request and the employer's obligation to offer conversion from casual employment to full-time or part-time employment under the National Employment Standards.

29. **Trainees and Apprentices**

This clause is clause 17 in the current agreement.

The clause has been significantly changed to include a new sub clause to recognise prior service for a person when they were a hosted trainee or apprentice with an NT Government agency (i.e. not directly employed by NTPS) for the purposes of long service leave and parental leave. Conditions apply (e.g. must commence with NTPS within two months of ceasing to be a hosted trainee/apprentice).

A new sub clause 29.2 (c) stating that the Commissioner is committed to reviewing the introduction of targets for the number of apprentices, trainees and graduates employed per year under the Agreement.

30. **Employment Security**

This is clause 30 'Security of Employment' in the current agreement with an improvement.

The clause has been enhanced by providing that there will be no involuntary redundancies (i.e. no forced redundancies) for the term of the new Agreement (except for an employee who has been declared potentially surplus and registered on the Office of the Commissioner for Public Employment Redeployment Database for longer than two years).

31. **Redeployment and Redundancy**

This is clause 50 in the current agreement. The clause has been changed to include a signpost to Schedule 10 of the new Agreement, the Schedule that sets out the redeployment and redundancy provisions. There have been no further changes to this clause.

Part 6 Remuneration

This is a new part and contains some existing clauses from Part 3 'General Conditions' of the current agreement and new clauses.

32. **Salaries and allowances**

This is clause 19 'Rates of Pay' in the current agreement. The title has been amended. There are significant changes to this clause removing reference to the current salary and allowance increase provisions. Salaries will be maintained at the rate which applies under the current Agreement as at 20 August 2020. Expense related allowances will continue to be increased by the September to September Darwin Consumer Price Index and implemented by a Commissioner's Determination in 1 January each year for the term of the Agreement.

As with the current agreement, the new Agreement sets out the annual salaries and allowances in tables in Schedule 11 as follows:

- Part A – Annual salary for all classifications under the new Agreement, except 'NTPS Traineeship' and 'NTPS School-based Traineeship' which are set out in Part E of Schedule 11.
- Part B – Wage related allowances
- Part C – Expense related allowances
- Part D – Northern Territory Allowance
- Part E - NTPS Traineeship and NTPS School-based Traineeship

33. **Annual lump sum payment**

This is a new clause providing for an annual lump sum payment which replaces the adjustment provisions as referred to in clause 19 of the current Agreement. This clause details eligibility criteria for the lump sum payment, what amount applies (e.g. full amount and not pro rata for part-time employees) and how the payment applies to employees under Schedule 9, who receive annual salary equivalent to the National Training Wage in Schedule C of the NTPS Enterprise Award 2016.

A sub clause has been included which states the employer agrees that should there be a change to the Northern Territory Government's Wages Policy during the term of the Agreement that provides for additional benefits above those contained in the Agreement (such as an increase to salaries above the value of the annual lump sum) these will be passed on through a determination.

34. **Supported Wage System**

This is clause 20 in the current agreement. There has been no change to this clause.

35. Increments

This is clause 21 in the current agreement.

The clause has been changed to clarify that the increment provisions do not apply to casuals (as per current entitlements) and employees under the new Schedule 9 (NTPS Traineeship, NTPS Apprentices, and Graduate Trainees). Schedule 9 has its own pay progression requirements in line with the training programs.

36. Pay Progression for Senior Officers

This is clause 22 'Pay Progression for Senior Administrative Officers and Senior Professionals' in the current agreement. There is no change to this clause other than a shorter title. (Note: new clause 40 commits the parties to undertaking a review of the Senior Pay Progression Scheme within 12 months of the commencement of the new Agreement.)

37. Professional Incentives

This is clause 48 'Professional Issues' in the current agreement. The rates for Professional Development Allowance have been moved to Part C of Schedule 11. There have been no further changes to this clause.

38. Technical employee incentives

This is clause 49 in the current agreement. There is no change to this clause.

39. Classification Review – Physical, Technical and Administrative Officer

This is a new clause. The clause provides commitments to review the rates of pay for the Physical level 1 to 4, Technical level 1 and Administrative Officer level 1 and 2 classifications. The parties undertake to commence the review within 3 months of the commencement of the new Agreement.

40. Review of Senior Pay Progression and Professional Classification Increment Scales

This is a new clause. The clause provides a commitment to review the increment scales within the Profession classification and the cost implications associated with any proposals. The Senior Pay Progression Scheme will also be reviewed.

41. Superannuation

This is clause 26 in the current agreement. The provision have been updated in line with Commonwealth legislation and to more clearly set out the employer's superannuation contributions.

42. Salary Sacrifice

This is clause 27 in the current agreement. There has been no change to this clause.

43. Integrity of payments

This clause replaces clause 25 'Recovery of Overpayments' in the current agreement. The clause in the new agreement has been changed to reflect recovery of overpayments as per the *Financial Management Regulations 1995* and to incorporate a clause with regard to the rectification of underpayments.

Part 7 Allowances

This is a new part that contains new and existing clauses.

44. Allowance rates

This is a new clause which informs that the allowance rates payable are set out in Schedule 11.

45. Higher Duties Allowance

This is clause 24 in the current agreement. There is no change to this clause.

46. Remote Localities

This is a new clause which brings together clause 23 'Electricity Subsidy for Employees in Remote Localities' in the current agreement and provisions for remote locality rental concessions, currently contained in Commissioner's Determination Number 8 of 2015 'Remote Locality Provisions' and Determination 1016 of 2018 'Rental Concession – Remote Locality Category 1 or 2'. There is no substantive change to the operation or the conditions / entitlements.

47. Community Language Allowance

This is a new clause which references the entitlement as provided in Determination Number 6 of 2013. The clause contains a commitment to review the provisions of the Determination. The clause, like the Determination, entitles an employee to an allowance if they are directed by the CEO to use their bilingual communication skills in accordance with the Determination.

48. Accident Allowance

This is clause 76 in the current agreement. There is no change to this clause.

49. Excess Travel Time

This is clause 77 in the current agreement. The clause has been improved to enable more employees to have their excess travel time recognised through time off in lieu. The clause allows employees who are in receipt of annual salary exceeding the first increment point of the Administrative Officer 4 salary with the ability to accrue time off in lieu (TOIL) for excess travelling time. This will apply to employees in receipt of annual salary up to the maximum salary of the Administrative Officer 6 classification.

50. Allowances for Travelling on Duty

This is clause 82 in the current agreement. There is no change to this clause.

51. Relocation Expenses on Employment or Transfer

This is a new clause. The clause is a signpost to By-law 27 'Relocation Expenses – Employment or Transfer' which provides employees' entitlements in relation to relocation expenses. The clause also provides that if an existing employee is relocating on a temporary basis (e.g. greater than six months), then the agency must advise prior to the transfer of the relocation expenses (includes repatriation expenses) approved by the CEO under By-law 27.

52. **Overtime Meal Allowance**

This is sub-clause 55.8 'Meal Allowance' in the current agreement. The title has been changed to reflect the purpose of the entitlement. There is no change to the clause.

53. **Loss or Damage to Clothing or Personal Effects**

This is clause 81 in the current agreement. There is no change to this clause.

54. **Preserved Entitlements for Long-term Employees**

This is clause 83 in the current agreement. Sub clause 83.1 of the current agreement has been amended to stipulate the date on which an employee must have been in receipt of the NT Allowance (and have continued to receive thereafter with no break) to be eligible under the new Agreement. This is a technical fix and does not alter employee's entitlement to this preserved entitlement.

Part 8 Hours of Work

This is Part 4 in the current agreement.

55. **Application**

This is clause 51 in the current agreement. This is a clause explaining what is contained in Part 8 and how it applies. The clause has been amended in accordance with the provisions in the new Agreement.

Division 1 - General

56. **Hours of Work**

This is clause 52 in the current agreement. The clause has been worded differently for succinctness, but there is no substantial change to the operation or the conditions/entitlements.

57. **Meal Breaks**

This is clause 53 'Minimum Rest (Meal Break) Period' in the current agreement.

A new clause has been included that provides for all employees to be granted reasonable unscheduled short rest breaks (other than meal breaks) during work hours to refresh to ensure safe work systems.

58. **Averaging Hours**

This is clause 54 in the current agreement. There is no change to this clause.

59. **Additional Hours and Overtime**

This is clause 55 in the current agreement. There is a new sub clause 59.6 titled 'Overtime spanning midnight' that provides, at 59.6(a), an improvement to current entitlements. If a period of overtime worked spans midnight and a higher overtime rate applies prior to midnight, that higher rate of overtime will apply for the continuous period of overtime. Clause 59.6(b) clarifies that the calculation of overtime payments will recognise overtime hours commenced before and continuing after midnight as one continuous period to determine when an employee is entitled to a higher overtime rate.

60. **Time Off in Lieu of Overtime Payment**

This is sub-clause 55.9 in the current agreement. The clause has been changed so that agreed time of in lieu of payment for overtime must now be granted within a period of three months (currently 8 months) otherwise the employee will be entitled to overtime payment. There are no further changes to the clause.

61. **Emergency Duty**

This is clause 56 in the current agreement. There has been no change to this clause.

62. **Restriction Duty**

This is clause 57 in the current agreement. Clarification has been provided in clause 62.5(g) to set out that the minimum payment payable in a restriction situation is one hour where the employee is not recalled to the workplace (e.g. takes a phone call).

63. **Saturday Duty**

This is clause 58 in the current agreement. There is no change to this clause.

64. **Sunday Duty**

This is clause 59 in the current agreement. There is no change to this clause.

65. **Public Holiday Duty and RDOs**

This is clause 60 in the current agreement. There is no change to this clause.

66. **Rest Relief**

This is clause 61 in the current agreement. There has been no change to this clause.

Division 2 - Day Workers (non-shiftworkers)

67. **Definition – Day worker**

This is clause 62 in the current agreement. There is no change to this clause.

68. **Span of Hours**

This is clause 63 in the current agreement. There is no change to this clause.

69. **Overtime (Day worker)**

This is clause 64 in the current agreement. There is no change to this clause.

Division 3 - Shiftworkers

70. **Definition - Shiftworker**

This is clause 65 in the current agreement. There is no change to this clause.

71. **Hours and Cycle of Shifts**

This is clause 66 in the current agreement. There is no change to this clause.

72. **Rosters**

This is clause 67 in the current agreement. There is no change to this clause.

73. **Shiftwork Penalty Rates**

This is clause 68 in the current agreement. There is no change to this clause.

74. **Public Holiday Duty and RDOs (shiftwork)**

This is clause 69 in the current agreement. There is no change to this clause.

75. **Overtime (shiftwork)**

This is clause 70 in the current agreement.

The sub clauses dealing with part-time overtime (see cl 75.5 of the new Agreement) have been changed to provide that changes to agreed hours require agreement, as per clause 27.4. Other changes include changing the reference to being paid ordinary time' for additional hours to 'single time' in sub clauses 75.3 and 75.5 to show the applicable rate for the additional duty (which is above the employees agreed hours) and where higher overtime rates (e.g. time and a half) are not applicable.

76. **Recreation Leave and Shiftwork Penalties**

This is clause 71 in the current agreement. A note has been added in brackets at sub clause 76.2(b) to reference cl 86.5 in the Recreation Leave provisions to ensure that recreation leave is not deducted on a public holiday occurring during a period of recreation leave. The shiftworker is paid penalties in lieu on the public holiday without any deduction of recreation leave.

77. **Shiftwork Review**

This is a new clause. The clause provides a commitment to review the terms and conditions in the new Agreement for shiftworkers.

Part 9 Leave

This is a new part. All leave entitlements have been relocated under this part.

78. **Personal Leave**

This is clause 39 in the current agreement. The definitions previously contained in the clause have been relocated to clause 4 'Definitions' in the new Agreement. The explanation with regards to the Relationship with By-laws and Other Instruments has been relocated to clause 7 'Relationship with the PSEM Act' in the new Agreement. The provisions of clause 72 'Personal Leave (shiftwork)' in the current agreement have been moved into this clause. Sub-clauses 39.11 'Infectious disease' and 39.12 'War Service' in the current agreement have been moved into their own separate clauses in the new Agreement. There are no further changes to the clause.

79. **Infectious diseases leave**

This is a new clause which moved the elements from the personal leave clause (cl 39.11 of current agreement) with improvements.

The improved provisions require an employee to provide evidence that would satisfy a reasonable person of the need for the leave. Another change is that working from another location (e.g. working from home) should be considered prior to utilising recreation leave where an employee is required to self-isolate but is not suffering from the illness. There is a new sub clause 79.2 that acknowledges if an employee suffers an injury or disease in the course of their employment they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1986*

80. Compassionate Leave

This is clause 38 in the current agreement. The definitions previously contained in the clause have been relocated to clause 4 'Definitions' in the new Agreement. The clause provides for the following improved entitlements:

- current entitlement which provides for paid leave on the death or life threatening illness or injury of an immediate family or house hold member has been improved to allow for five days (currently 3 days) per occasion;
- Five days paid leave for a still birth where the child would have been a member of the employee's immediate family or a member of the employees household;
- New - Three days paid leave on the occasion of the death of an extended family member (which is defined in cl 4 Definitions e.g. aunt, uncle, niece, nephew, cousin) and in the case of a miscarriage.

81. Cultural and Ceremonial Leave

This is clause 41 in the current agreement. The clause has been simplified but there is no substantial change to the operation or the conditions/entitlements.

82. NAIDOC Week Leave

This is a new clause to support all employees to attend NAIDOC activities. The clause provides for employees to access up to three hours of time off in lieu of overtime (TOIL), flextime credits or other flexible work arrangement to attend NAIDOC week activities. Where employees do not have access to these arrangements a CEO may approve up to three hours of paid leave to facilitate the attendance at NAIDOC week activities.

83. Kinship Obligation Leave

This is a new clause. The clause provides for the new entitlement of five days leave per annum to allow for Australian First Nations employees to attend to Sorry Business or related purposes.

84. Domestic, Family and Sexual Violence Leave

This is clause 40 in the current agreement. The clause has been changed to extend the provisions to cover sexual violence which occurs outside of the family or domestic setting. Reference to By-law 18 'Miscellaneous Leave' as been removed as the provisions regarding the paid leave have been incorporated into the new Agreement.

85. Foster and Kinship Carers leave

This is a new clause which provides for carer placement leave of up to 10 days paid and 10 days unpaid leave on commencing the placement of a child/children with the employee currently provided for in Determination Number 7 of 2020.

This clause also provides for carer assessment and training leave of up to 5 days paid leave for an authorised foster carer or kinship carer or undertaking assessment and training to become an authorised foster carer or kinship carer.

86. Recreation Leave

This is clause 42 in the current agreement. The explanation with regards to the Relationship with By-laws and Other Instruments has been relocated to clause 7 'Relationship with the PSEM Act' in the new Agreement. There is an addition to the provision regarding the granting of recreation leave, sub clause 86.4, which provides that 'an application will not be unreasonably refused'.

87. Recreation Leave at Half Pay

This is clause 1.2 in Schedule 1 of the current agreement. There is no change to this clause.

88. Recreation Leave Loading

This is clause 44 in the current agreement. There is a minor change to the reporting period reference regarding the Australian Statistician's Northern Territory male average weekly total earnings to require a change from the June quarter to May reference period. This change is because Australian Bureau of Statistics no longer provide a June report.

89. Flexible Lifestyle (Purchased) Leave

This is clause 1.3 'Purchase of Additional Leave ('Purchased Leave') in Schedule 1 of the current agreement. The clause title has been changed to reflect a key purpose for taking the leave and the clause simplified. The clause has also been enhanced to allow the purchase of up to eight weeks additional leave (currently 6 weeks) and amended to deal with any excess recreation leave that may occur during the arrangement.

90. Christmas Closedown

This is clause 43 in the current agreement. This clause has been enhanced to now include paid Christmas Closedown leave for the number of days needed to cover agencies' closedown period between Christmas and New Years' Day (excludes casuals). It also provides that if an employee is required to work during the period between Christmas and New Years' day due to operational reasons, an employee (excludes casuals) will be able to bank time for Christmas closedown leave to be taken within the following 12 months. The entitlement of Christmas closedown leave is 22.05 hours (where full-time ordinary weekly hours are 36.75 hours) or 22.8 hours (where ordinary hours are 38 hours per week).

This leave is subject to operational requirements and does not accumulate from year to year or get paid out on cessation of employment. Other conditions apply, see clause 90.

There is provision for school-based 92% and 96% Administrative Officers to be able to take the banked time during school terms or to enable paid leave during periods of stand down without pay.

91. **Long Service Leave**

This is clause 45 in the current agreement. There is no change to this clause.

92. **Parental Leave**

This is clause 37 in the current agreement.

Clause changed to reflect enhancements to parental leave as follows:

- New entitlement to eight hours paid leave for pregnant employee, or an employee whose partner is pregnant, to attend pre-natal appointments. Unpaid leave available for casuals;
- Paid pre-adoption or permanent care order leave (currently unpaid) to attend interviews or examinations required in order to obtain approval for the employee's adoption or permanent/long term care of a child. No change for casuals who may access unpaid leave for this purpose;
Incorporates into the new Agreement the parental leave entitlements for foster carer or kinship carer's leave and permanent/long term care order entitlements from the CPE's Determination 7 of 2020.
- The right to return to work on reduced hours (e.g. part-time) for up to 6 months (currently this is a right to request only). A longer period is possible subject to CEO's agreement.
- Existing entitlement improved to provide for all paid parental leave to be taken at half pay.
- Clauses amended, as required, to address any potential inconsistencies with NES/FW Act due to amendments to that Act during the term of the current Agreement.
- A pregnant employee will not be required to provide a medical certificate (fit to work) where the employee intends to work within the 6 week period immediately prior to the expected date of birth. However, if Primary Caregiver Parental Leave has not already started, it must commence on the date of birth (day of placement) of the child.
- Partner Leave - there is no longer a distinction between the '8 weeks' of Partner Leave (which currently must be taken in the first 12 months) and the longer Partner Leave of 12 months or 3 years (entitlement depends on the employee's years of continuous service). Employees taking Partner Leave have the ability to utilise some of their 12 month or 3 year entitlement in a flexible manner to enable being on parental leave at the same time as their spouse.
- Improvements to payment of employer superannuation guarantee contributions during the first 12 months of parental leave:
 - New entitlement - Superannuation will be payable during paid and unpaid Partner Leave as if the employee had been at work provided the employee has at least 12 month service and their spouse is also an NTPS employee.
 - Improved entitlement - Superannuation paid at double the legislated rate during a period of paid Primary Caregiver Parental Leave or Special Maternity leave (stillbirth). Normal superannuation will be payable on any unpaid parental leave taken in the first 12 months as if the employee had been at work.
- The definition of 'continuous service', which determines an employee's paid parental leave entitlements, has been expanded to enable prior service with other NT

Government agencies (e.g. Aboriginal Areas Protection Authority, NT Police) to be recognised.

- Other technical changes:
 - Simplified where possible (e.g. new headings, overall format and greater use of tables)
 - Notice and evidence requirements into one section
 - New definitions for ‘miscarriage’ and ‘stillbirth’
 - Includes signpost clauses to compassionate leave which is available in the case of a miscarriage or stillbirth.

93. Public Holidays

This is clause 74 in the current agreement. There has been no change to this clause.

94. Leave to engage in voluntary emergency management activities

This is a new clause which brings existing and improved/specific miscellaneous leave provisions into the new Agreement for employees who are a member of a volunteer emergency services unit or fire brigade or who engages in community service necessarily rendered following a natural disaster. There are improvements to provide that leave granted with pay may include reasonable rest time immediately following the activity.

95. Blood Donor leave

This is a new clause which brings existing miscellaneous leave (By-law 18) provisions into the new Agreement to allow paid leave to donate blood.

96. Health Screening Leave

This is a new clause which brings existing and improved/specific miscellaneous leave provisions into the new Agreement, i.e. to allow 1 hour of paid leave per year for the purpose of undertaking a health screening test. The improvement doubles the existing entitlement which is one hour every two years.

97. Gender Transition Leave

This is a new clause. The clause provides for both paid and unpaid leave for eligible employees who have commenced transitioning their gender.

98. Defence Service Leave

This is a new clause. The entitlement was provided for under By-law 14 ‘Defence Service leave’. There is no change to the entitlement.

99. War Service Leave

This clause is currently referenced in the personal leave provisions with entitlements provided under Determination Number 6 of 1993. The entitlements from the Determination have been incorporated into the clause and enhanced. There are changes to provide paid leave where an employee suffers from an illness or condition recognised to be war-like service, including peace-keeping or hazardous operational service. There are improvements to enable eligible employees to access their accrued war service leave (i.e. leave granted and accrued in relation to their original disability)

for a further condition recognised as caused by war (peace-keeping or hazardous operational service) sometime after the recognition of the original disability.

100. **Grievance and Dispute Resolution Training**

This is clause 73 in the current agreement. There is no change to this clause.

101. **Leave to Attend Industrial Proceedings**

This is clause 75 in the current agreement. There is on change to this clause.

102. **Leave to Attend Arbitration Business**

This is a new clause which incorporates existing By-law 17 entitlements into the new Agreement.

103. **Emergency Leave**

This is clause 78 in the current agreement. The clause in the current agreement was a sign post to the leave entitlement under By-law 15 'Emergency Leave. The leave provisions are now fully contained in the new Agreement. A new definition has been added to clarify what an 'emergency' means for the purposes of this clause and to support greater consistency in the application of this entitlement across agencies. There is no other substantive change to the entitlement.

104. **Release for Jury Service**

This is clause 79 in the current agreement. The clause in the current agreement was a sign post to the leave entitlement under By-law 20 'Release for Jury Service'. The leave provisions are now contained in the new Agreement. There is no change to the entitlement.

105. **Release to Attend as a Witness**

This is clause 80 in the current agreement. The clause in the current agreement was a sign post to the leave entitlement under By-law 21 'Release to Attend as a witness'. The leave provisions are now contained in the new Agreement. There is no change to the entitlement.

106. **Special Leave Without Pay**

This is a new clause transferring the current By-law 16 entitlements into the Agreement. The title of the leave has been changed to '*Special* Leave Without Pay' to distinguish this type of leave from other periods of leave without pay an employee may be granted (e.g. personal leave without pay, study leave without pay etc.).

Schedules 1 to 12 – Changes Explained

Schedule	Title	Changes Explained
Schedule 1	The Community Public Sector Union Provisions	<p>This is Schedule 2 of the current agreement with some changes as follows:</p> <p><u>Clause 2.1 First aid allowance</u></p> <ul style="list-style-type: none"> • This is clause 2.2.1 of Schedule 2 in the current agreement with some amendments to provide examples of the circumstances where a first aid qualification ‘is necessary in the performance of work of the agency’. These examples are for clarification purposes. There are no substantial changes to the operation or the condition/entitlement. <p><u>Clause 5 Rest Relief After Overtime</u></p> <ul style="list-style-type: none"> • This is clause 2.5 of Schedule 2 in the current agreement with an enhancement to introduce new provisions (sub clause 5.4) to manage fatigue risks where employee works overtime after receiving the required minimum rest break between the termination of ordinary duty on one day and the commencement of ordinary duty on the next day. <p><u>Clause 7 School-Based Administrative Officers</u></p> <ul style="list-style-type: none"> • <i>Clause 7.3(c) School vacations and holidays</i> <ul style="list-style-type: none"> ○ This is clause 2.7.3 of Schedule 2 in the current agreement with some amendments. ○ A new sub clause 7.3(c) has been added to clarify that, unless approved otherwise by the Chief Executive Officer, school based AO92% and AO96% Administration Officers must use their recreation leave during the December/January school holiday period. • <i>Clause 7.13 Duty of Care for Employees based in schools</i> <ul style="list-style-type: none"> ○ This is a new clause. The clause is a sign post to the Department of Education’s Duty of Care Information Sheet. The clause provides that the Department is required to consult with the Union in relation to significant change to the policies and procedures associated with the duty of care responsibilities of school employees. <p>There are no other changes to Schedule 2 of the current agreement.</p>

Schedule	Title	Changes Explained
Schedule 2	Construction and Maintenance Employee's Provisions	<p>This is Schedule 3 of the current agreement with one change as follows:</p> <p><u>Cl 3 Apprentices</u></p> <ul style="list-style-type: none"> • This is clause 3.3 of Schedule 3 of the current agreement. • The clause has been amended to clarify that the reference to 'apprentice' means an employee employed in the Physical classification under Schedule 2 who is also undertaking an apprenticeship. This distinction is required as the new Agreement contains a new Schedule 9 for the classification 'NTPS Apprentice', which attracts different terms and conditions. • In relation to adult apprentice wages, clause 3.3 changes the reference instrument for determining the adult minimum wage in clause 3.3.3 of the current agreement from the 'PSEM Act By-laws' to 'as determined by the Commissioner'. The PSEM By-laws do not contain the adult minimum wage. The Commissioner determines the adult minimum wage in Determination Number 1 each year (e.g. Determination 1 of 2021), which is aligned with the Fair Work Commission Annual Wage Case decisions. <p>There are no other changes to Schedule 3 of the current agreement.</p>
Schedule 3	Department of Health Employees – United Workers Union Provisions	<p>This is Schedule 4 of the current agreement with changes as follows:</p> <p><u>Cl 2 Apprentices</u></p> <ul style="list-style-type: none"> • This is clause 4.2 of Schedule 4 of the current agreement. • The clause has been amended to clarify that the reference to 'apprentice' means an employee employed in a classification under Schedule 3 who is also undertaking an apprenticeship. This distinction is required as the new Agreement contains a new Schedule 9 for the classification 'NTPS Apprentice', which attracts different terms and conditions. • In relation to adult apprentice wages, clause 2.2 changes the reference instrument for determining the adult minimum wage in clause 4.2.2 of the current agreement from the 'PSEM Act By-laws' to 'as determined by the Commissioner'. The PSEM By-laws do not contain the adult minimum wage. The Commissioner determines the adult minimum wage in Determination Number 1 each year (e.g. Determination 1 of 2021), which is aligned with the Fair Work Commission Annual Wage Case decisions.

Schedule	Title	Changes Explained
		<p><u>Clause 8 Allowances</u></p> <ul style="list-style-type: none"> • This is clause 4.8 of the current agreement with the following changes: • <i>Clause 8.7 Protection of employees</i> <ul style="list-style-type: none"> ○ This is current clause 4.8.7 of the current agreement that has been changed to clarify that ‘protective clothing’ includes mandated protective footwear. • <i>Clause 8.11 Sonographer Skills Allowance</i> <ul style="list-style-type: none"> ○ This is a new clause which provides for an employee who performs the duties of a Sonographer to be employed at the 5th increment level of the Professional level 2 designation and to be paid a skills allowance. The allowance was provided for under a Commissioner’s Determination Number 1039 of 2021. The allowance has been included in the table at cl 12.1 as it counts as salary for calculating overtime. There has been no change to the entitlement. • <i>Clause 11.3 Radiographers and Sonographers</i> <ul style="list-style-type: none"> ○ This is a new facilitative clause which enables the Chief Executive Officer of the Department of Health to approve overtime and restrictive duty payments to Senior Professional Levels 1 and 2 Radiographers and Sonographers. Conditions apply. Currently the Commissioner for Public Employment’s approval is required for such payments. <p>There are no other changes to Schedule 4 of the current agreement.</p>
Schedule 4	General Employees – United Workers Union Provisions	<p>This is Schedule 5 of the current agreement with a change to the title to correct the name of the United Workers Union (previously ‘United Voice’) and one other change as follows:</p> <p><u>Cl 2 Apprentices</u></p> <ul style="list-style-type: none"> • This is clause 5.2 of Schedule 5 of the current agreement. • The clause has been amended to clarify that the reference to ‘apprentice’ means an employee employed in the Physical classification under Schedule 4 who is also undertaking an apprenticeship. This distinction is required as the new Agreement contains a new Schedule 9 for the classification ‘NTPS Apprentice’, which attracts different terms and conditions.

Schedule	Title	Changes Explained
		<ul style="list-style-type: none"> In relation to adult apprentice wages, clause 2.2 changes the reference instrument for determining the adult minimum wage in clause 5.2.2 of the current agreement from the 'PSEM Act By-laws' to 'as determined by the Commissioner'. The PSEM By-laws do not contain the adult minimum wage. The Commissioner determines the adult minimum wage in Determination Number 1 each year (e.g. Determination 1 of 2021), which is aligned with the Fair Work Commission Annual Wage Case decisions. <p>There are no other changes to Schedule 5 of the current agreement.</p>
Schedule 5	Professional (P1) Engineer Provisions	This is Schedule 6 of the current agreement. There are no changes.
Schedule 6	Transport Workers' Union Provisions	This is Schedule 7 of the current agreement. There are no changes.
Schedule 7	Drafting Supervisory Technical and Other Employee Provisions	This is Schedule 8 of the current agreement. There are no changes.
Schedule 8	Senior Correctional Officer Provisions	<p>This is Schedule 9 of the current agreement with the following changes:</p> <p><u>Clause 3 Career Progression and Qualifications</u></p> <ul style="list-style-type: none"> <i>Clause 3.6 Alternative Qualifications</i> <ul style="list-style-type: none"> This is clause 9.3.6 of Schedule 9 in the current agreement. The clause has been amended to provide more detail for determining the meaning of 'a relevant qualification' as it relates to custodial services and other non-custodial related qualifications. The addition also of a note explaining that existing employees who have applied for a promotional vacancy may be placed on higher duties for a reasonable period (e.g. two years) to enable achievement of the required qualification. <i>Clause 4 Higher Duties</i> <ul style="list-style-type: none"> This is clause 9.4 in the current agreement. A new sub clause 4.4 has been included to re-instate entitlements that were provided in the Senior Prison Officers' Arbitral Tribunal Determination Number 4 in relation to achieving

Schedule	Title	Changes Explained
		<p>incremental progression when performing higher duties. These entitlements were inadvertently incorrectly translated in from the Determination to the current agreement.</p> <p><u>Clause 11 Overtime</u></p> <ul style="list-style-type: none"> • This is clause 9.11 of the current agreement with changes. • A new sub clause 11.1 has been inserted to enable the application of the provisions in clause 59.3 of Part 8 (Reasonable request to work / right to refuse to work overtime) to Senior Correctional Officers. Clause 59.3 sets out what must be taken into account when determining whether additional hours or overtime are reasonable. • A new sub clause 11.6 titled 'Overtime spanning midnight' that provides, at clause 11.6(a), an improvement to current entitlements. If a period of overtime worked spans midnight and a higher overtime rate applies prior to midnight, that higher rate of overtime will apply for the continuous period of overtime. Clause 11.6(b) clarifies that the calculation of overtime payments will recognise overtime hours commenced before and continuing after midnight as one continuous period to determine when an employee is entitled to a higher overtime rate. <p><u>Clause 15 Allowances</u></p> <ul style="list-style-type: none"> • <i>Clause 15.3 Core Training Instructor Allowance</i> <ul style="list-style-type: none"> ○ This is clause 9.15.3 of the current agreement with an improvement. ○ Clause 15.3(a) increases the allowance from \$100 to \$138.10 per day. ○ Clause 15.3(b) introduces the ability to pay 50% of the daily rate where training is conducted for less than 4 hours. <p><u>Clause 17 Long Service Leave</u></p> <ul style="list-style-type: none"> • This is clause 9.17 of the current agreement. • Changes have been made to re-instate entitlements that were provided in the Senior Prison Officers' Arbitral Tribunal Determination Number 4. These entitlements were inadvertently incorrectly translated in from the Determination to the current agreement. These changes are: <ul style="list-style-type: none"> ○ In relation to clause 9.17.4(g) of the current agreement, a new clause 17.4(h) has been added to provide that the CEO and an Officer may agree to temporarily defer the requirement to use leave within the specified time limits to meet special circumstances.

Schedule	Title	Changes Explained
		<ul style="list-style-type: none"> ○ Clause 9.17.4(h)(i) of the current agreement has been changed at clause 17.4(i)(i) to remove the requirement for an Officer to have been 45 years or over at a specific point in time (being at 7 March 1999). The clause now only refers to being ‘aged 45 years or over’.
Schedule 9	NTPS Traineeships, Apprenticeships and Graduate Trainees	<p>This is a new Part introducing four existing NTPS classifications into the Agreement, and the applicable employment terms and conditions that are currently provided in Determinations. The classifications are: ‘NTPS Traineeship’; ‘NTPS School-based Traineeship’; NTPS Apprentice; and ‘Graduate Trainee’.</p> <p>The relevant and applicable terms and conditions are taken from:</p> <ul style="list-style-type: none"> • Determination Number 3 of 2018 (Graduate Trainee) • Determination Number 4 of 2017 and Determination Number 5 of 2020 (Trainees and Apprentices) <p>as well as any applicable entitlements from the Northern Territory Public Sector Enterprise Award 2016 [MA000151] that will continue to apply to employees covered by the new Agreement.</p>
Schedule 10	Northern Territory Public Sector Redeployment and Redundancy Provisions	This is Schedule 10 of the current agreement. There are no changes.
Schedule 11	Salaries and Allowances	This is Schedule 11 of the current agreement with a title change from ‘Rates of Pay and Allowances’ to ‘Salaries and Allowances’
	PART A – Salaries	<p>This is the Part A of Schedule 11 of the current agreement with one column of salary rates that will apply for the term of the new Agreement (rates effective 20 August 2020).</p> <p>New rate tables have been inserted for ‘Graduate Trainees’ (from Determination Number 3 of 2018 and effective 20 August 2020) and ‘NTPS Apprentices’ (rates effective 1 July 2021). Annual salaries are equivalent to salaries in clause 10.6 of the NTPS Enterprise Award. The weekly wages in the Award are converted to annual salaries for this new agreements purposes.</p>
	PART B – Work Related Allowances	This is the Part B of Schedule 11 of the current agreement with one column of allowance rates (effective 20 August 2020) that will apply for the term of the new Agreement and the addition of the Sonographer Skills Allowance.
	PART C – Expense Related Allowances	This is the current Part C of Schedule 11 of the current agreement with changes to update the allowance rates as per Determination Number 1 of 2021 (effective 1 January 2021). The rates include a reference to

Schedule	Title	Changes Explained
		the Restrictive Duty in Schedule 9, which will be adjusted by the September to September Darwin Consumer Price Index as per the relevant clause.
	PART D – NT Allowance	New part to set out the NT Allowance rates within the new Agreement from Determination Number 7 of 2018
	PART E – NTPS Traineeships and NTPS School-based Traineeships	New part to set out the salaries for the classifications included in the new Agreement under Schedule 9: 'NTPS Traineeship' and 'NTPS School-based Traineeship'. The salaries are determined with reference to the tables setting out the training packages and the Australian Qualifications Framework certificate levels. Annual salaries are equivalent to salaries in Schedule C – National Training Wage of the <i>NTPS Enterprise Award 2016</i> . The weekly wages in the Award are converted to annual salaries for this new agreements purposes.
Schedule 12	Supported Wage System	This is Schedule 12 of the current agreement. There are no changes.