



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Office of the Commissioner for Public Employment
(AG2023/3643)

NORTHERN TERRITORY PUBLIC SECTOR FIRE AND RESCUE SERVICE 2021-2025 ENTERPRISE AGREEMENT

Northern Territory

COMMISSIONER LIM

PERTH, 23 OCTOBER 2023

*Application for approval of the Northern Territory Public Sector Fire and Rescue Service
2021-2025 Enterprise Agreement*

[1] The Office of the Commissioner of Public Employment has made an application for the approval of an enterprise agreement known as the *Northern Territory Public Sector Fire and Rescue Service 2021-2025 Enterprise Agreement* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (the **Amending Act**) made several changes to enterprise agreement approval processes in Part 2-4 of the Act, which commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was 22 April 2021.

[4] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[5] In compliance with s 190(4) of the Act, the bargaining representative's views regarding the undertakings proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered by the Applicant. No objection was raised.

[6] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[7] The United Workers' Union (UWU) (the **organisation**), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), and based on the declaration provided by the organisation, I note that the organisation is covered by the Agreement.

[8] The Agreement was approved on 23 October 2023 and, in accordance with s 54, will operate from 30 October 2023. The nominal expiry date of the Agreement is 7 November 2025.



COMMISSIONER

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Annexure A

Dear Commissioner Lim

FWC Matter No: AG2023/3643 – Application by the Commissioner for Public Employment

Northern Territory Public Sector Fire and Rescue Service 2021-2025 Enterprise Agreement

Written undertaking under section 190 of the *Fair Work Act 2009*

I, Joanne Norton, the Acting Commissioner for Public Employment give the following undertaking with respect to the *Northern Territory Public Sector Fire and Rescue Service 2021-2025 Enterprise Agreement*:

Casual and Part time employees are not employed under this Agreement.

I have authority to provide this undertaking in relation to the application before the Fair Work Commission.

This undertaking is to provide clarity that whilst casuals and part time provisions are mentioned as part of the common clauses across the Northern Territory Public Sector, no casual or part time employees are employed under the *Northern Territory Public Sector Fire and Rescue Service 2021-2025 Enterprise Agreement*.



Adj Professor JOANNE NORTON
Acting Commissioner for Public Employment

Date 18 October 2023

Northern Territory Public Sector Fire and Rescue Service 2021-2025 Enterprise Agreement

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Northern Territory Public Sector Fire and Rescue Service 2021-2025 Enterprise Agreement

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PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 Title

This Agreement will be known as the Northern Territory Public Sector Fire and Rescue Service 2021-2025 Enterprise Agreement.

2 National Employment Standards

The provisions of this Agreement are to be read in conjunction with the National Employment Standards. To the extent that this Agreement provides a lesser entitlement than the National Employment Standards, the National Employment Standards will apply.

3 Parties covered by this Agreement

This Agreement applies to and covers:

- (a) the Northern Territory Commissioner for Public Employment;
- (b) the Northern Territory Fire and Rescue Service;
- (c) United Workers Union; and
- (d) all employees employed in the Northern Territory Fire and Rescue Service who are members, or are eligible to become members, of the United Workers Union and who are covered by the classifications set out in clause 14.2 of the Agreement.

4 Definitions

For the purpose of this Agreement:

- (a) **By-law** means a By-law made under the Northern Territory *Public Sector Employment and Management Act 1993*.
- (b) **CEO** means the Chief Executive Officer of the NTPFES.
- (c) **child** means a child of the person, including a child by birth, an adopted child or step-child. It does not matter whether the child is an adult.
- (d) **Commissioner** means the Commissioner for Public Employment in the Northern Territory.
- (e) **cycle of shifts** means in the 10/14 roster a sequence of shifts containing two day and two night shifts.
- (f) **Day Command day shift** means an 8 hour working day excluding a lunch break.
- (g) **Track Station day shift** means an 8.4 hour working day inclusive of a lunch break.
- (h) **day shift** means 10 hours of duty from 0800 to 1800 as it applies to the 10/14 roster.

- (i) **de facto** partner means:
 - (i) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (ii) includes a former de facto partner of the employee.
- (j) **Director** means the Director of the Northern Territory Fire and Rescue Service.
- (k) **employee** means a career firefighter employed in the Northern Territory Fire and Rescue Service and excludes Fire Auxiliaries and Volunteers.
- (l) **employee representative** means a representative chosen by employees, who may be a union representative.
- (m) **employer** means the Commissioner for Public Employment in the Northern Territory.
- (n) **extended family** means:
 - (i) a spouse of the employee's child (e.g. daughter-in-law);
 - (ii) a spouse of the employee's sibling (e.g. sister-in-law); or
 - (iii) an aunt, uncle, niece, nephew or first cousin of the employee.
- (o) **fixed period employee** means an employee employed on that basis, pursuant to the PSEM Act

(Note: NTFRS do not employ on a fixed period basis).
- (p) **FW Act** means the *Fair Work Act 2009* (Cth).
- (q) **FWC** means the Fair Work Commission.
- (r) **immediate family** means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (s) **JCC** means the Joint Consultative Committee.
- (t) **medical certificate** means a certificate signed by a registered health practitioner.
- (u) **night shift** means 14 hours of duty from 1800 to 0800 as it applies to the 10/14 roster.
- (v) **NTFRS** means the Northern Territory Fire and Rescue Service.
- (w) **NTPFES** means the Northern Territory Police, Fire and Emergency Services.
- (x) **NTPS** means the Northern Territory Public Sector.
- (y) **ongoing employee** means an employee employed on that basis, pursuant to the PSEM Act.

- (z) **parties** means the parties covered by this Agreement as per clause 3.
- (aa) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement.
- (bb) **PSCC** means the Public Sector Consultative Council.
- (cc) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act 1993* and includes the Regulations, By-laws, Employment Instructions and Determinations made under that Act.
- (dd) **PSTP** means the Public Safety Training Package.
- (ee) **reasonable business grounds** for the purposes of clause 90.8 and 58.15 includes, but are not limited to:
 - (i) excessive costs of accommodating the request;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - (iv) that there is likely to be a significant loss in efficiency or productivity; or
 - (v) that there is likely to be a significant negative impact on customer service.
- (ff) **registered health practitioner** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).
- (gg) **salary** means, unless prescribed elsewhere in this Agreement, annual remuneration (excluding allowances) as provided for in Schedule 3.
- (hh) **shift duty** means duty in accordance with the 10/14 roster.
- (ii) **spouse** includes a former spouse.
- (jj) **stillborn** child means a child as defined by s 77A(2) of the FW Act.
- (kk) **union** means United Workers Union.
- (ll) **week** means 38 working hours, subject to clause 37, upon which entitlements are based.

5 Period of Operation

- 5.1 This Agreement will come into effect seven days after approval from FWC and will remain in force until 7 November 2025.

6 Variation of the Public Sector Employment and Management Act

- 6.1 The parties acknowledge the long established and continuing role of PSEM Act, as an instrument regulating NTPS conditions of employment.
- 6.2 This Agreement will be read in conjunction with the PSEM Act, as amended from time to time, and will prevail over the PSEM Act, to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.
- 6.3 Subject to the provisions of this clause, the PSEM By-laws apply to employees covered by this agreement.
- 6.4 With the exception of By-Law 8 Long Service Leave, By-laws relating to leave entitlements have been incorporated into this agreement.
- 6.5 The Commissioner undertakes that for the term of this Agreement that:
- (a) general employment conditions specified in the PSEM By-laws or relevant Determinations will not be varied without consultation and agreement with the affected parties prior to the formalisation of an amendment; and
 - (b) there will be no reduction in current or future employee rights and entitlements as provided in By-laws and Determinations, including the provision of allowances and leave arrangements, for the term of the agreement.
- 6.6 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

7 Variation

This Agreement may only be varied in accordance with the FW Act.

8 No Extra Claims

- 8.1 This Agreement constitutes a final settlement of the parties' claims and together with the PSEM Act, is intended to set out, or set out processes for determining, all the terms and conditions of employment of the employees who will be subject to this Agreement, until its expiry.
- 8.2 The parties agree that they will not make any extra claims in relation to employee terms and conditions of employment in operation for the period of this Agreement, other than specifically provided for in this Agreement.

9 Agreement, Aims And Objectives

- 9.1 The parties agree that continuous improvement strategies will contribute to the efficiency and productivity of the NTFRS. It's the intention of the parties to build upon and enhance the human resource reforms contained in this Agreement through:
- (a) improved human resources and employee relations practices;
 - (b) staff development;
 - (c) career path planning;
 - (d) management and professional development programs; and

(e) other programs of continuous improvement.

9.2 The parties acknowledge that this Agreement maintains harmonious industrial relations in NTFRS by recognising that a cooperative approach is necessary to effectively implement this Agreement.

10 Joint Consultative Committee

10.1 To continue the operation of the Joint Consultative Committee (JCC) as a body that is committed to effective consultation and communication throughout the NTFRS and to address and resolve industrial relations, operational and workplace health and safety matters at the lowest possible level.

10.2 That the membership of the JCC is to consist of the Director or their delegate, Chief Fire Officer or their delegate, HR representative or their delegate, and Union representative and Union delegates.

11 Interpretation of consult and/or agree obligations

11.1 Where clauses in this Agreement require parties to consult and/or agree, neither party can unreasonably fail to consult or agree, unreasonably withhold such agreement, or unreasonably delay in consulting and/or agreeing.

12 Dispute Settling Procedures

12.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.

12.2 This clause sets out the procedures to be followed for avoiding and resolving disputes in relation to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards. In the event of a dispute about a By-law issued under the PSEM Act, Clauses 12.5 (internal resolution) and 12.6 (conciliation) will apply.

12.3 An employee who has a grievance about their treatment in employment can, as an alternative, choose to have the decision reviewed in accordance with section 59 of the PSEM Act.

12.4 General

- (a) A party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute. Representatives will be recognised and dealt with in good faith.
- (b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (c) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice prior to the dispute arising, provided that this does not apply to an employee who has reasonable concerns about an imminent risk to their health and safety, has advised the CEO of this concern and

has not unreasonably failed to comply with a direction by the CEO to perform other available work that is safe and appropriate for the employee to perform.

- (d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.
- (e) Any decision or direction the FWC makes in relation to the dispute shall be in writing.
- (f) Subject to the right of appeal under clause 12.7(d), any direction or decision of the FWC, be it procedural or final, shall be accepted by all affected persons and complied with by the parties.
- (g) A dispute formally commenced under the Northern Territory Public Sector Fire and Rescue Service 2017-2021 Enterprise Agreement, but not resolved before the commencement of this Agreement, shall continue to be dealt with in accordance with the dispute settling procedures in this Agreement. Any steps already taken in that process will be recognised and accepted by the parties and the FWC as steps taken for the purposes of this clause.

12.5 Internal Resolution

- (a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee(s) and/or union and relevant managers and/or agency CEO within 14 days.
- (b) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commissioner for resolution. The referral should be in writing. The Commissioner will work with the parties to the dispute and attempt to resolve the matter as soon as reasonably practicable within 7 days.

12.6 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 12.5, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 12.4 and 12.5 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.
- (c) Conciliation before the FWC shall be regarded as completed when:
 - (i) the parties have reached agreement on the settlement of the dispute; or
 - (ii) the member of the FWC conducting the conciliation has either of the member's own motion or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

12.7 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.

- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.
- (c) Subject to clause 12.7(d) the determination of the FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.
- (e) For the avoidance of doubt, this clause does not apply in relation to disputes about matters referred to in clause 12.2(b).

13 Union Rights

13.1 Union Representation

- (a) The employer recognises the legitimate right of the union to represent those employees who are members, or eligible to become members.
- (b) An employee appointed as a union delegate in the agency in which the employee is employed will be recognised as the accredited representative of the union. An accredited union delegate shall be allowed reasonable time during working hours to consult with members or employees eligible to become members on employment matters affecting employees.
- (c) A union delegate will advise their work unit manager that they have been appointed as a union delegate.

13.2 Union Training Leave

- (a) For the purpose of assisting employees to understand their rights and entitlements under this Agreement and improving industrial relations, the Director shall, subject to the provisions of this clause, provide an employee who is an accredited union delegate with up to five days paid leave per annum to attend union training courses conducted by the union or approved by the union.
- (b) The approval for an employee to attend a training course shall be subject to the operational requirements of the agency.
- (c) An employee seeking to take training leave under this clause must have been nominated by the union to attend the course for which the training leave is sought.
- (d) The employee will only be paid for the period of training leave if:
 - (i) the employee provides evidence satisfactory to the Director of their attendance at the course for which training leave was sought; and
 - (ii) unless agreed by the Director, the Director has received not less than four weeks written notice of nomination from the union, setting out the time, dates, content and venues of the course.
- (e) Leave granted under this clause will be on ordinary pay, not including shift and penalty payments or overtime.
- (f) Leave granted under this clause will count as service for all purposes.

13.3 Communications

For the purpose of assisting employees to understand their rights and entitlements under the Agreement, the Director shall, where practicable, make available facilities to assist the union to display notices that are relevant to employment matters on general staff notice boards.

13.4 Delegate's Rights and Obligations

- (a) The role of the union workplace delegates and other elected union representatives is to be respected and facilitated.
- (b) An employee may have a union representative to represent the employee in a dispute or significant workplace matter and make representations on behalf of the employee.
- (c) Agencies and union workplace delegates must deal with each other in good faith.
- (d) The rights and obligations of union workplace delegates will be underpinned by the following principles:
 - (i) workplace delegates will be able to perform their role without any discrimination in their employment;
 - (ii) ability for delegates to represent their members in the workplace (e.g. during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent members generally);
 - (iii) ability for delegates to have access to paid time to consult with employees;
 - (iv) reasonable access to agency facilities (including telephone; facsimile, photocopying, internet and email facilities, meeting rooms) for the purpose of work as a delegate;
 - (v) opportunity to inform staff about union membership;
 - (vi) ability to represent employees at an industrial tribunal;
 - (vii) maintaining the confidentiality of agency information as well as information about NTPS employees;
 - (viii) all parties will behave in a professional, productive and ethical manner;
 - (ix) a delegate would be expected to carry out their normal duties; and
 - (x) ability for an official to "walk around" a workplace to hold individual discussion contingent on the nature of the work being performed in the workplace subject to discussion with and prior approval of the Director. Approval for "walk around" will not be unreasonably withheld.

PART 2 SALARIES, ALLOWANCES, AND RANK STRUCTURES

14 Salary

14.1 The salaries for employees covered by this Agreement are contained in Schedule 3, Salaries and Allowances. The salaries have been increased as follows:

- (a) 3% effective from the first full pay period following 7 November 2021.
- (b) 3% effective from the first full pay period following 7 November 2022.
- (c) 3% effective from the first full pay period following 7 November 2023.
- (d) 3% effective from the first full pay period following 7 November 2024.

14.2 Classifications and Relativities

Rank	Relativity
District Officer	150%
Senior Station Officer	130%
Station Officer	120%
Leading Firefighter	110%
Senior Firefighter	105%
Firefighter Class A	100%
Firefighter Class B	98%
Firefighter Class C	87%
Firefighter Class D	85%
Recruit Firefighter – next 8 months	82%
Recruit Firefighter – first 4 months	78%

14.3 The rate for a Qualified Firefighter (Firefighter Class A) is the 100% level on which the remainder of the percentages apply.

14.4 Payment of salary will be averaged so that payments made in each pay period are equal.

15 General Fire Fighting Allowance

15.1 Employees assigned to a station in Darwin or Alice Springs on shift duty, and employees assigned to Track Station day shift, shall receive a General Firefighting Allowance.

15.2 The General Firefighting Allowance shall be paid fortnightly at the rate of 4% of the employee's base annual salary as provided in Schedule 3.

15.3 The allowance is in recognition of the commitment employees provide to NTFRS and the community in responding to fire and emergencies as a Firefighter, and to assist with recruitment and retention across the NTFRS workforce.

15.4 The allowance does not apply to:

- (a) Recruit Firefighters (while undertaking the recruit Firefighter training under the command of the Training and Development Command); or
- (b) Employees in receipt of Day Command Allowance clause 17.

15.5 The allowance is regarded as part of salary for all purposes.

16 Track Station Allowance

16.1 An employee assigned to a track station day shift role for a period of 14 days or more, shall receive a track station allowance.

16.2 The Track Station Allowance shall be paid fortnightly at the rate of 10% of the employee's base annual salary provided in Schedule 3.

16.3 The allowance is in recognition of:

- (a) the limited community and support services; remoteness; hardship; additional costs of goods, services and living expenses incurred at track stations; and
- (b) compensates for service in a track station location including but not limited to the conditions particular to working at Track Stations, provision of training, leadership, and supervision of volunteer and auxiliary firefighters; and
- (c) to assist with recruitment and retention to track stations positions.

16.4 The allowance does not apply to employees in receipt of Day Command Allowance clause 17.

16.5 The allowance is regarded as part of salary for all purposes.

17 Day Command Allowance

17.1 An employee assigned to a Day Command day shift role for a period of 14 days or more shall receive a Day Command Allowance.

17.2 The Day Command Allowance shall be paid fortnightly at the rate of 10% of the employee's base annual salary provided in Schedule 3.

17.3 The allowance is in recognition of:

- (a) the conditions particular to working in Day Commands, including but not limited to the acquirement of additional skills, knowledge and training necessary that contribute to the NTFRS to discharge its statutory and legislative functions pursuant with the *Fire and Emergency Act 1996*;
- (b) support and enable the delivery of frontline services; and
- (c) to assist with recruitment and retention to Day Command day shift positions.

17.4 The allowance does not apply to:

- (a) employees assigned to Darwin or Alice Springs on shift duty;
- (b) Recruit Firefighters; and
- (c) Employees in receipt of General Fire Fighting Allowance clause 15 or Track Station Allowance clause 16.

17.5 The allowance is regarded as part of salary for all purposes.

18 Alice Springs Allowance

- 18.1 An employee assigned to a station in Alice Springs for a period of 3 months or more shall receive an Alice Springs allowance.
- 18.2 The Alice Springs Allowance shall be paid fortnightly at the rate of 5.2% of the employee's base annual salary provided in Schedule 3.
- 18.3 The allowance is in recognition of conditions particular to living in Alice Springs and compensates for service in this location including for the cost of living and to assist with recruitment and retention to positions based in Alice Springs.
- 18.4 The allowance does not apply to employees in receipt of Track Station Allowance clause 16.
- 18.5 The allowance is regarded as part of salary for all purposes.

19 Higher Duties Allowance (HDA)

- 19.1 An employee who is not qualified to Station Officer, will not be required to act up as a Station Officer during the life of this Agreement.
- 19.2 An employee, with the exception of an employee working in the area of operations, may act up more than one level or rank and be paid at that level or rank provided:
 - (a) they have the necessary competencies and qualifications;
 - (b) for vacancies of six months or more, there are no applications for the position from suitably qualified one rank below employees; and
 - (c) the individual employee agrees.
- 19.3 For vacancies less than six months, expressions of interest will be sought, where practicable.
- 19.4 Acting up in the terms of this clause will not result in a change to the employee's substantive rank.
- 19.5 Station Officers stationed at Track Stations will perform higher duties as the Officer in Charge of the Station, as required.
- 19.6 An employee, who immediately before proceeding on approved recreational leave was in receipt of a HDA, will continue to be paid the allowance during recreation leave for the period the Director or their delegate certifies that the allowance would have been paid, but for the grant of the leave.
- 19.7 Any operational firefighter who performs the duties of a rank above will receive a HDA for the period.

20 Meal Allowances

- 20.1 When an employee is required to work on a fire, fire watch or other incident which covers the whole of a normal meal period or performs overtime in accordance with clause 47.10, they will be paid one only meal allowance at the rate prescribed in Schedule 3.

- 20.2 When an employee is called back with one hour's notice or less to work shift or part of a shift for which they had not been rostered and that duty covers a normal meal period, they will be paid a meal allowance at the rate prescribed in Schedule 3.
- 20.3 When an employee returns from a call-out after the commencement of a recognised meal period, the employee will be entitled to take their hour's meal break.
- 20.4 Recognised meal periods are:

Breakfast:	0600 to 0700
Lunch:	1200 to 1300
Dinner:	2000 to 2100

21 Refreshments for Continuous Fire Duty

- 21.1 Where the NTFRS requires an employee to perform fire duty for a continuous period of two hours or more, the NTFRS will:
- (a) provide refreshments, to ensure the good health and well-being of employees; or
 - (b) reimburse the authorised employee for the cost of purchasing any refreshments purchased during that period of duty.

22 Outstation Relief Allowance

- 22.1 An employee rostered for 'outstation relief' is required to be in a state of readiness to report to any of Darwin, Palmerston, Humpty Doo, Berrimah and Marrara Stations at the commencement of their relevant shift.
- 22.2 To compensate for the inconvenience associated with the possibility of being required to report to any Station, other than their rostered Station, employees will be paid an allowance contained in Schedule 3 for each day shift or night shift so rostered. The allowance will be adjusted in accordance with NTFRS wage increases.
- 22.3 If an employee is required to report to an alternate station pursuant to clause 22.1, the employee will be paid a vehicle allowance contained in Schedule 3 for each day shift or night shift so rostered, for the requirement to transport their personal equipment in their own private vehicle. The allowance is in lieu of By Law 32 entitlements and will be adjusted in accordance with NTFRS wage increases.
- 22.4 The allowance is not payable if an employee is not available to commence duty at the commencement of the relevant shift.
- 22.5 Should a new fire station become operative during the term of this Agreement, an employee who is required to report to that station in accordance with this clause, will be paid:
- (a) Outstation Relief Allowance in Schedule 3; and
 - (b) By Law 32 Vehicle Allowance provisions.
- 22.6 The Vehicle Allowance rates in Schedule 3 will not apply where an employee is paid By Law 32 Vehicle Allowance.

Note: For the purposes of this clause, employees using their private vehicle are required to provide details of current motor vehicle registration, insurance covering the vehicle for official purposes, and written indemnity that is signed and witnessed indemnifying the Territory against all claims that may arise due to the use of the private vehicle. This provision applies whether the employee is eligible for the vehicle allowance in clause 22.3/Schedule 3, or By Law 32.

23 Unforeseen Short Period Transfer and Travel Allowances

23.1 Allowance

- (a) An employee required to report to a Station outlined in clause 22.1, other than their rostered Station, to cover unforeseen staffing shortages where a special qualification or skill is required, e.g. incident manager (Station Officer/ Leading Firefighter) or 'Bronto' operator, will be paid an allowance contained in Schedule 3 for each shift. The allowance will be adjusted in accordance with NTFRS wage increases.
- (b) All short period transfers must be authorised by the Director or their delegate. The allowance is not payable if an employee is not available to commence duty at the commencement of the relevant shift.
- (c) An employee required to report to a Station other than their rostered Station after commencing duty at their rostered Station is not entitled to this allowance.

23.2 Travel

- (a) An employee who has reported for duty at their rostered Station and are subsequently required to transfer to another Station will be transported to the new Station by the NTFRS at no expense to the employee concerned.
- (b) Where NTFRS transport is not available and alternative transport cannot be arranged and the employee is required to, or volunteers to, use their own private vehicle, a vehicle allowance in accordance with clause 22.3 will be paid for each occurrence.

23.3 Should a new fire station become operative during the term of this Agreement, an employee who is required to report to that station in accordance with this clause (when not rostered to report to it), will be paid:

- (a) Unforeseen Short Period Transfer Allowance in Schedule 3; and
- (b) By Law 32 Vehicle Allowance provisions.

23.4 The Vehicle Allowance rates in Schedule 3 will not apply where an employee is paid By Law 32 Vehicle Allowance.

Note: For the purposes of this clause, employees using their private vehicle are required to provide details of current motor vehicle registration, insurance covering the vehicle for official purposes, and written indemnity that is signed and witnessed indemnifying the Territory against all claims that may arise due to the use of the private vehicle. This provision applies whether the employee is eligible for the vehicle allowance in clause 22.3/Schedule 3, or By Law 32.

24 First Aid Allowance

24.1 Where the Director or their delegate is satisfied that an employee is qualified in first aid, the employee will be paid an allowance, as set out in Schedule 3, provided the employee

has obtained their certificate within a period of three years and renews it every three years.

24.2 The allowance prescribed by clause 24.1 is not regarded as salary for computing overtime or any other penalty payments.

24.3 Payment of the allowance will be maintained when an employee is absent on:

(a) recreation leave; or

(b) paid personal leave; or

(c) leave in special circumstances, with pay.

24.4 The allowance will be adjusted in accordance with NTFRS wage increases.

25 Satellite Instructors Allowance

25.1 An employee who is not in receipt of Day Command Allowance in accordance with clause 17 and is required by the Director or delegate to provide instruction on a temporary basis will be paid an allowance on a per hour basis.

25.2 The hourly rate paid to temporary instructors is not regarded as salary for any purpose.

25.3 An employee employed as an instructor on a temporary basis who is receiving an overtime payment while providing instruction or developing and/or delivering training packages is not entitled to this allowance.

25.4 Allowance will be adjusted in accordance with NTFRS wage increases and are contained in Schedule 3, Salaries and Allowances.

26 Urban Search and Rescue (USAR) Technician Category 2 Qualification Allowance

26.1 USAR Technician Category 2 holders require additional specialised skills that are beyond normal firefighting skills.

26.2 In recognition of this requirement, an employee who has obtained and maintains currency in skills and knowledge required of a USAR Technician Category 2, will be paid an allowance as per the rates contained in Schedule 3 Salaries and Allowances for all hours worked. The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.

26.3 USAR Technician Category 2 skills are to be maintained in accordance with National standards and requirements.

27 Major Aerial Appliance (Bronto) Operators Allowance

27.1 The allowance will be paid to designated employees as determined by the Director.

27.2 Aerial Equipment (Bronto) operators require additional specialised skills that are beyond normal firefighting skills and Aerial Equipment skills are to be maintained in accordance with National standards and requirements.

27.3 Designated employees who have obtained and maintain currency in skills and knowledge required of an Aerial Equipment operator and being available to cover adequate shifts, will be paid an allowance as per the rates contained in Schedule 3 Salaries and Allowances.

- 27.4 The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.

28 Breathing Apparatus Maintenance Allowance

- 28.1 The allowance will be paid to designated employees as determined by the Director.
- 28.2 Breathing Apparatus maintainers require additional specialised skills that are beyond normal firefighting skills.
- 28.3 A designated employee who has obtained and maintains currency in skills and knowledge required of a Breathing Apparatus maintainer, will be paid an allowance as per the rates contained in Schedule 3 Salaries and Allowances subject to the employee performing maintenance on breathing apparatus and associated equipment as part of their duties.
- 28.4 The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.

29 Fire Investigators Allowance

- 29.1 The allowance will be paid to designated employees as determined by the Director.
- 29.2 Fire Investigators require additional specialised skills that are beyond normal firefighting skills.
- 29.3 Designated employees who make themselves available to conduct fire cause investigations and being rostered on-call will be paid an allowance as per the rates contained in Schedule 3 Salaries and Allowances subject to the upkeep of relevant fire investigator skills and experience.
- 29.4 The allowance is regarded as part of salary for all purposes and is payable on periods of leave and will be adjusted in accordance with NTFRS wage increases.
- 29.5 Designated employees who are recalled to duty will be paid overtime subject to PSEM By-Law 38 (Restriction Duty), including the minimum payment provisions of By-Law 38 (e) and 38 (f). Overtime is payable at the rate of pay for the Fire Investigator's rank.
- 29.6 Employees not rostered on-call, who are recalled to perform Fire Investigator duties, will be paid overtime or emergency duty in accordance with the relevant provisions of this agreement, whichever is applicable in the circumstances.

30 NTFRS First Aid Instructors Allowance

- 30.1 The allowance will be paid to designated employees as determined by the Director.
- 30.2 An employee will be paid an allowance as stipulated in Schedule 3 Salaries and Allowances where the employee conducts necessary training to other staff and volunteers, and conducts research, development and validation of the NTFRS First Aid package as part of their duties.
- 30.3 The allowance is subject to the employee maintaining the necessary relevant certificate 4 level of qualification or equivalent as determined by the District Officer Training and Development Command.

- 30.4 The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.

31 Protective Clothing and Uniform Allowance

- 31.1 Where the NTFRS requires an employee to wear a uniform, the NTFRS will reimburse the employee for the cost of purchasing approved clothing. The provisions of this clause do not apply where the uniform is provided by the NTFRS on a one for one basis, subject to fair wear and tear, contamination, or soiling, which in the opinion of the Director or their delegate renders them unusable.
- 31.2 Where the NTFRS requires an employee to wear protective clothing, the NTFRS will reimburse the employee for the cost of purchasing approved clothing. The provisions of this clause do not apply where appropriate protective clothing and/or equipment is provided by the NTFRS.
- 31.3 An employee will not be required to clean the clothing or uniform of any other employee.

32 Loss or Damage to Clothing or Personal Effects

- 32.1 An employee whose clothes and/or personal effects have been damaged or destroyed due to the circumstances of the employee's duties will be paid an allowance assessed by the agency to cover the loss in accordance with By-Law 22.

33 Accommodation – Camping Allowance

An Officer who travels on official duty and is required to camp out overnight from their headquarters shall be paid an allowance determined in accordance with the rates and conditions applying generally from time to time in the NTPS under By-Law 31.

34 Travelling On Duty Allowance

- 34.1 An employee will be paid a travelling allowance when travelling on duty and when required to be absent overnight from their headquarters, pursuant to By-law 30 (Travelling Allowance) or By-Law 30A (Living Away From Home Allowance), whichever is applicable.

35 Salary Sacrifice

- 35.1 Salary Sacrifice for Superannuation

An employee may choose to salary sacrifice salary for employer superannuation contributions into a complying superannuation fund. The arrangement is available to all employees and participation is at the discretion of an individual employee. Under the arrangement the following conditions apply:

- (a) An employee who currently has their employer superannuation guarantee contributions paid to a 'Choice of Fund' superannuation fund (eg. employed after 10 August 1999) may salary sacrifice into that fund or another complying superannuation fund.
- (b) An employee who currently contributes 6% to the Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS), may salary sacrifice into NTGPASS or another complying fund.

- (c) An employee who currently contributes to the Commonwealth Superannuation Scheme (CSS) is not able to salary sacrifice into the scheme, but can salary sacrifice into another complying superannuation fund.
- (d) While there is no limit to the amount an employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions (whether real or notional), will be assessed against the Commonwealth concessional contribution cap relevant to their age. The employee is responsible for any tax and interest that may be imposed by the Australian Taxation Office or other relevant authority for them exceeding the Commonwealth concessional contribution cap.
- (e) The arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly.
- (f) The arrangement does not operate to reduce employer contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of the salary sacrifice arrangements.
- (g) When an employee who is a member of the CSS, NTSSS or NTGPASS enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes will remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes).

35.2 Salary Sacrifice Packaging

An employee may choose to enter into salary sacrifice packaging arrangements in compliance with Commonwealth taxation legislation and any rules and regulations imposed by the Australian Taxation Office or other relevant authority. These salary sacrifice packaging arrangements meet the full obligations of the employer in relation to salary payments required under this Agreement. Under the arrangement the following conditions apply:

- (a) the arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly;
- (b) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes will be met by the employee;
- (c) an employee will meet any administration costs as part of the salary package arrangements, including any Fringe Benefits Tax liabilities that may arise;
- (d) an employee's salary for superannuation purposes, and severance and termination payments, will be the gross salary which they would have been received had the employee not entered into a salary sacrifice packaging arrangements; and
- (e) an employee will provide evidence of having obtained or waived their right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

36 Relinquishment of Rank

36.1 Application for an advertised vacancy at a lower rank

An employee who applies for an advertised vacancy at a lower rank and is successful, automatically relinquishes their substantive rank upon commencement in the position at a lower rank.

36.2 Relinquishment of rank for reasons other than an advertised vacancy at a lower rank

- (a) An employee will advise in writing to the Chief Fire Officer of their request to transfer to a position at a lower rank where:
 - (i) there is an established and budgeted position which is nominally vacant; and
 - (ii) the employee has the appropriate qualifications, skill and ability to perform in the position at the time of transfer.
- (b) The Chief Fire Officer will advise in writing within 10 working days of their decision. The decision to relinquish rank will not be unreasonably withheld.
- (c) An employee may rescind their request to relinquish rank within 10 working days from the date of making the request, or at any time prior to the acceptance of the request.
- (d) Where relinquishment of rank is approved, an employee will, from the date of commencement at their new rank, have an appropriate adjustment to salary which will constitute a reduction by consent in accordance with section 36 of the PSEM Act.
- (e) Notwithstanding a request under 36.2(a), the Chief Fire Officer may advertise a vacant position and the employee may apply in accordance with established NTFRS process.

36.3 Resumption of rank

- (a) A Senior Firefighter or Leading Firefighter who has relinquished their rank and subsequently wishes to resume that rank, must satisfy a Panel comprising of the Chief Fire Officer or their delegate, Union representative and a Command representative that they have retained the skills and knowledge required to perform the functions necessary for that rank and/or position.
- (b) A Station Officer, Senior Station Officer, or District Officer who has relinquished their rank and subsequently wishes to resume that rank, must apply for an advertised vacancy at that level and be successful in a merit selection process.

PART 3 HOURS OF DUTY, ROSTERS, AND MEAL BREAKS

37 Hours of Duty – Track Station

37.1 Track station hours of duty are set out in clause 85.

38 Hours of Duty – Day Workers (Day Command)

38.1 The ordinary hours of duty on day work will be an average of 38 per week, Monday to Friday, over a period of 52 weeks with eight hours (8 hours) per day to be worked between the hours of 0600 and 1800. The following provisions for hours of duty will apply to Day Workers:

- (a) Any other day work roster is to be agreed by the Director or their delegate, employees, and their nominated representatives.
- (b) An unpaid lunch break of not less than 30 minutes and not more than 60 minutes each day.
- (c) Two hours per week is paid at overtime rates consistent with clause 47.2 and forms part of the composite salary.
- (d) In addition to the above, two hours per week will be accumulated up to a maximum of 90 hours and will be provided and taken as programmed days off within each calendar year, in accordance with the agreed leave roster posted by the Director or their delegate.
- (e) A deduction of one half hour of time accrued towards programmed days off will occur where any leave without pay is taken.
- (f) Day Command workers will not be required to work public holidays but are liable to be called upon to report for duty in accordance with clause 41.4. Where Day Command workers are recalled to duty on a public holiday in accordance with clause 41.4, they will receive:
 - (i) their normal salary for recall periods during normal working hours; or
 - (ii) overtime payments for recall periods:
 - A. in excess of normal daily rostered hours; or
 - B. outside the span of hours provided for in clause 38.1.

38.2 An employee may work their ordinary hours between the hours of 0600 and 1800, Monday to Friday. The span of hours and days of work may be varied at the option of the employees and with the agreement of NTFRS; provided the arrangement is agreed in writing. This Agreement involves no other change to hours of work arrangements.

38.3 A day worker who is required by the Director or their delegate to work outside the hours specified in clause 38.1, or those hours and days that are mutually agreed, may either be paid overtime in accordance with the Agreement provisions or utilise 'time in lieu' arrangements, pursuant to By-law 37.

39 Hours of Duty – Shiftworkers

- 39.1 The ordinary hours of duty on shiftwork, worked in accordance with the 10/14 roster agreed by the Director or their delegate, employees, and their nominated representatives, will be an average of 38 hours per week spread over a period of 52 weeks. Each shift will contain meal breaks consistent with clause 20.4 for which the employee will be paid, while remaining on duty.
- 39.2 The additional time worked will be compensated in two ways:
- (a) An average of two hours per week over a period of 52 weeks is paid at overtime rates consistent with clause 47.2 and forms part of the composite salary; and
 - (b) An average of two hours per week over a period of 52 weeks, will be accumulated to a maximum of 90 hours and taken as programmed days off within each calendar year, in accordance with the agreed leave roster posted by the Director or their delegate.
- 39.3 A deduction of one half hour of time accrued towards programmed days off will occur where any leave without pay is taken.
- 39.4 Programmed days off provided for in clause 39.2(b) must be acquitted prior to recreation leave or long service leave being utilised.

40 Additional Public Holidays – Shift Penalty Payments

- 40.1 This clause applies to the Easter Sunday, Boxing Day, Christmas Eve (part day) and New Year's Eve (part day) and any other additional (one off or annual) Public Holidays declared under the *Public Holidays Act 1981*.
- 40.2 An employee who works on Easter Sunday, Boxing Day (where that day falls on a Saturday or Sunday), or a Christmas Eve or New Year's Eve part day public holiday, or any other additional public holiday (one off or annual) shall be paid the following penalty payments:
- (a) where the Public Holiday is a Sunday, a shift penalty payment of 50% of salary for the Public Holiday hours worked on that day; or
 - (b) where the Public Holiday is a Saturday, a shift penalty payment of 100% of salary for the Public Holiday hours worked on that day; or
 - (c) where the Public Holiday is Monday to Friday, as shift penalty payment of 135% of salary for the Public Holiday hours worked on that day.

41 Shift Duty – Rosters

The roster system for an employee assigned to firefighting duties will be as follows:

41.1 10/14 Roster System

Shift	Th	Fr	Sa	Su	Mo	Tu	We	HR	Th	Fr	Sa	Su	Mo	Tu	We	HR
A	D	D	N	N	-	-	-	48	-	D	D	N	N	-	-	48
A	-	-	D	D	N	N	-	48	-	-	-	D	D	N	N	48
A	-	-	-	-	D	D	N	34	N	-	-	-	-	D	D	34
A	N	N	-	-	-	-	D	38	D	N	N	-	-	-	-	38

Shift	Th	Fr	Sa	Su	Mo	Tu	We	HR	Th	Fr	Sa	Su	Mo	Tu	We	HR
B	N	N	-	-	-	-	D	38	D	N	N	-	-	-	-	38
B	D	D	N	N	-	-	-	48	-	D	D	N	N	-	-	48
B	-	-	D	D	N	N	-	48	-	-	-	D	D	N	N	48
B	-	-	-	-	D	D	N	34	N	-	-	-	-	D	D	34

Shift	Th	Fr	Sa	Su	Mo	Tu	We	HR	Th	Fr	Sa	Su	Mo	Tu	We	HR
C	-	-	-	-	D	D	N	34	N	-	-	-	-	D	D	34
C	N	N	-	-	-	-	D	38	D	N	N	-	-	-	-	38
C	D	D	N	N	-	-	-	48	-	D	D	N	N	-	-	48
C	-	-	D	D	N	N	-	48	-	-	-	D	D	N	N	48

Shift	Th	Fr	Sa	Su	Mo	Tu	We	HR	Th	Fr	Sa	Su	Mo	Tu	We	HR
D	-	-	D	D	N	N	-	48	-	-	-	D	D	N	N	48
D	-	-	-	-	D	D	N	34	N	-	-	-	-	D	D	34
D	N	N	-	-	-	-	D	38	D	N	N	-	-	-	-	38
D	D	D	N	N	-	-	-	48	-	D	D	N	N	-	-	48

- 41.2 The day shift (D) of 10 hours will be worked from 0800 to 1800 and the night shift (N) of 14 hours will be worked from 1800 to 0800.
- 41.3 Subject to the prior approval of the Director or their delegate, shift changes are allowed between employees of equal rank, whether at their own Station or at other Stations.
- 41.4 Notwithstanding anything contained in this Agreement, in the case of fire, an employee off duty is liable to be called upon to report for duty and if called upon, will report for duty immediately. Provided that, in the opinion of the Director or their delegate, the employee recalled to duty is fit for duty.
- 41.5 Emergency recall travel times are as follows:
- (a) 30 minutes for Darwin and its surrounds (excluding Track Stations, and Alice Springs); and
 - (b) 15 minutes for all other areas (including Track Stations, and Alice Springs).
- 41.6 Rosters or changes to rosters will be posted in a position accessible to all employees at least four days before the day on which the rosters or changes in rosters are due to commence.
- 41.7 In addition to the transfer between shift provisions of clause 82, the 10/14 roster may be varied for an employee on special duties to provide that during a period of training the employee may be rostered for the duration of the period of training on day duties.
- 41.8 The 10/14 roster will not be altered, except as provided by clauses 41.7 and 41.14 and clause 82 or to meet an emergency due to sickness or other unexpected or unavoidable cause.
- 41.9 In the event of an alarm requiring any Station to stand-by or turn-out for a fire, being received at the Station during roll call, the oncoming shift will crew the appliances and, if

required, proceed to the fire and the off-going shift will remain on duty if required until the shift returns or until otherwise directed, when it will be dismissed.

- 41.10 If, when the oncoming shift reports at a Station at the time prescribed for the change of shift, the other shift is proceeding to or attending a fire or alarm, the oncoming shift, if so ordered, will after roll call, proceed to the fire and the officer or senior employee of the shift will, without delay, report the arrival of the shift to the Officer in Charge of the fire. The off-going shift will remain on duty at the fire until relieved.
- 41.11 The Officer in Charge at the fire may, if in their judgement it's expedient, hold both the oncoming and off-going shifts for duty at the fire. If the off-going shift is not held at the fire, or detailed at the fire for duty elsewhere, it will report back to the Station and remain available until the other shift returns or until otherwise directed, when it will be dismissed.
- 41.12 In the event of one or more employees of the oncoming shift being absent, an equal number of employees in the shift on duty may be detained on duty up to two hours. Nothing prescribed by this clause is to be deemed to sanction an unauthorised absence or to relieve the absent employee from a liability to be charged with being absent without leave and being dealt with accordingly.
- 41.13 No employee will be permitted to work more than two consecutive shifts except in the case of a fire, natural disaster or other emergency incident. This clause will not apply in cases of shift changes provided for in clause 41.3
- 41.14 Subject to the provisions of this clause, every employee will be dismissed punctually from their rostered shift.
- 41.15 Where an employee is required to sit for an examination conducted by the NTFRS and the employee is rostered on a night shift ceasing at 0800 on the day of the examination, the Director or their delegate will ensure that the employee's rostered shift is changed from that night shift to the day shift of that day immediately prior to the day of the examination.
- 41.16 An employee working day duty who has completed their normal weekly hours will not be rostered for shiftwork until they have had two full days off.
- 41.17 An employee will not be rostered off shift duty onto day duty except:
- (a) to meet an emergency due to sickness or other unexpected or unavoidable cause beyond the NTFRS control; or
 - (b) by personal agreement between the NTFRS and the employee; or
 - (c) by agreement between the NTFRS and the employee representative to suit the circumstances of the establishment.
- 41.18 The Director or their delegate may depart, by agreement with the employee representative, from the shift roster in establishing new day work positions, in appropriate cases and acknowledge that agreement will not be unreasonably withheld. The filling of such positions will be subject to normal vacancy filling procedures.

42 Resting On Duty

- 42.1 An employee on night shift may be permitted to sleep between the hours of 2200 and 0600, subject to the following conditions:
- (a) the supply of bedding is the responsibility of the employee and will be kept in a clean condition by employees, to the satisfaction of the Director or their delegate; and
 - (b) an employee will be allowed sufficient time and access to on-site facilities during working hours to clean and dry their bedding.

43 Leave Roster

- 43.1 A leave roster for Programmed Days Off (PDOs), recreation leave and long service leave will be drawn up from time to time so that commencement of the first leave scheduled on such rosters will not be less than one month after the date of the publication of the roster.
- 43.2 The name of every employee entitled to leave will appear on the roster. If no firm leave date is shown, a probable leave date should be shown, but, if not possible, the reason why.
- 43.3 A leave roster published pursuant to this clause will not be altered unless an employee requests that an alteration be made to their leave and other employees affected by the alteration consent to the alteration and the Director or their delegate approves the request.
- 43.4 PDOs provided for in clause 38.1(d) and clause 85.2(d) must be acquitted prior to recreation leave or long service leave being utilised.
- 43.5 At least one period of recreation leave or programmed days off which is a minimum of two cycles of shifts must be rostered on the leave roster and utilised per annum. For the purposes of this clause, for employees on the 10/14 roster one week will be one cycle of duty on four shifts ie two day shifts and two night shifts.
- 43.6 Providing the provisions of clause 43.1 have been met, additional leave (programmed days off or recreation) of any duration can be utilised, provided the minimum staffing levels in force at the time are not affected by such utilisation.
- 43.7 In addition to the rostered leave provisions, the two round minimum does not apply to unrostered leave, and employees may request unrostered leave subject to the maintenance of minimum staffing levels in this agreement.

44 Rosters - Training and PSEM Act Appeals

- 44.1 The Director or their delegate will make every reasonable effort to avoid rostering an employee on to training outside of their ordinary hours. An employee on training or attending examinations outside rostered or ordinary hours will be granted time off duty equal to the extra time worked.
- 44.2 Every reasonable effort will be made to avoid the attendance of an employee at an Appeal Boards constituted under the PSEM Act outside rostered or ordinary hours, subject to the employee being a party to an Appeal Board hearing and being entitled to

attend that hearing. An employee attending an Appeal Board hearing outside rostered or ordinary hours will be granted time off duty equal to the extra time worked.

45 Paid Meetings

- 45.1 Where an authorised NTFRS employee attends, in their own time, meetings arising out of the implementation of this Agreement or other work related meetings authorised by the Director or their delegate, the employee will receive ordinary time rates of pay or equivalent time in lieu, to be taken at a time agreed between the Director or their delegate and the employee, equal to the time of such attendance.
- 45.2 All reasonable steps will be made by the NTFRS to arrange the meetings referred to in clause 45.1 while the relevant employee is on duty.
- 45.3 A relevant employee on duty will, wherever practicable, be relieved from operational duty to attend meetings referred to by this clause.

46 Interstate Air Travel

- 46.1 The NTFRS will endeavour to make travel arrangements so that non-operational air travel occurs during 'sociable hours' for an employee required to travel interstate. However, this may not be always possible depending on the period of notice given prior to the travel occurring and exigencies related to commercial airline travel scheduling and airline operational abnormalities.

47 Overtime – General Provisions

- 47.1 An employee who works in excess of their ordinary hours of duty is not entitled to payment of overtime unless such excess time was worked at the direction of the Director or their delegate.
- 47.2 An employee is liable to be called for duty any time they are required. Except as provided in clause 47.5, all time worked in excess of the prescribed weekly hours will be paid for as overtime at the rate of:
 - (a) time and a half for the first two hours and double time thereafter Monday to Saturday provided that overtime worked on a Saturday in addition to ordinary duty on that day will be paid for at double time;
 - (b) double time on Sunday; and
 - (c) double time and a half on a public holiday.
- 47.3 Where overtime commences on a Sunday or a public holiday, the Sunday or public holiday rate (whichever is applicable) will continue until the completion of that overtime shift, except where overtime spans from a Sunday into a public holiday, in which case clause 47.2 will apply.
- 47.4 Notwithstanding anything else contained in this Agreement, where an employee transfers from shiftwork to day work or vice versa, the hours of duty for which overtime is payable may be adjusted to reflect the requirement of an employee to work 38 ordinary hours per week or an average of 38 hours per week.
- 47.5 Under the roster prescribed in clause 40, each eight week cycle contains 16 hours of rostered overtime, paid for when worked, at the rate of time and a half for the first four hours and double time for the remaining 12 hours.

- 47.6 The payment of such rostered overtime will be averaged as prescribed in clause 47.4 and is included in the annual salary rate.
- 47.7 An employee who is required to work overtime will be entitled to a minimum payment of 15 minutes at overtime rates.
- 47.8 An employee returning to their Station from fire duty after the time fixed for roll call will be allowed 15 minutes to prepare themselves for dismissal and such time will be regarded as overtime and paid accordingly.
- 47.9 Payment for overtime will be made on the earliest practicable pay day following the conclusion of the fortnight during which the employee became entitled to the payment.
- 47.10 If, at the completion of their normal rostered shift, an employee is required through the exigencies of the service, to continue on duty without a meal break and such duty is to be, or becomes, two hours or longer, the employee will, where practicable, be granted a crib time of 20 minutes to take a meal and/or refreshments and such time will count as overtime.
- 47.11 An employee working overtime other than on a rostered shift will, where practicable, be granted a crib time of 20 minutes to take a meal and/or refreshments without deduction from pay after each four hours overtime worked, provided that the employee continues work after that crib time.

48 Territory Duty Officer – Restrictive Duty / Overtime Provisions

- 48.1 District Officers shall be responsible for performing the role of Territory Duty Officer on a shared rotational roster.
- 48.2 District Officers performing the role of Territory Duty Officer will remain contactable and available to perform extra duty outside their ordinary hours of duty.
- 48.3 District Officers performing the role of Territory Duty Officer will receive Restrictive Duty (on-call) payments in accordance with By-law 38 and the rates set out in Commissioner for Public Employment Determination 1 of each year.
- 48.4 District Officers who are recalled to duty will be paid overtime subject to PSEM By-Law 38 (Restriction Duty), including the minimum payment provisions of By-Law 38 (e) and 38 (f).
- 48.5 The parties will establish a working group to discuss a proposal to implement TDO's into the Joint Emergency Services Communication Centre and the TDO provisions may, subject to the working group outcomes, be changed by agreement with the Union.

49 Rest Relief After Overtime

- 49.1 An employee who works overtime between the termination of their ordinary duty on one day and the commencement of their ordinary duty on the next day, who has not had at least eight consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until they have had eight consecutive hours off duty, without loss of pay.
- 49.2 Reasonable travelling time, in addition to the eight hours off duty, will be allowed to cover time taken in travelling from and to their place of employment.

49.3 Provided that; if an employee is required by the Director or their delegate, to resume or continue work without having had eight consecutive hours off duty, plus reasonable travelling time, they will be paid at double rates, or such higher rates as may be elsewhere prescribed, until they are released from duty for that period and they will then be entitled to be absent until they have had eight consecutive hours off duty, plus reasonable travelling time, without loss of pay.

49.4 The provisions of clauses 49.1, 49.2 and 0 will not apply to:

- (a) overtime, unless the actual time worked (excluding travelling time) is at least three hours on each call; or
- (b) overtime (not exceeding three hours) worked immediately prior to the commencement of a rostered shift.

49.5 An employee is not entitled to overtime for their rostered shift if they have voluntarily chosen to work overtime on the shift prior to that rostered shift.

50 Emergency Duty

50.1 Except as provided by this clause, By-law 37 has application to all employees.

50.2 Emergency Duty means work outside ordinary hours in relation to which the employee was not given notice before the employee ceased work at ordinary time but does not include:

- (a) circumstances where duty for the day in question is varied by alteration of the commencement of the scheduled shift to meet emergency sudden situation; or
- (b) where an employee rostered on duty on any day is unable, through illness or any unforeseen circumstances, to attend for duty and any employee who is rostered off duty on that day is required by the Director or their delegate, to perform duty on that day in place of the absent employee.

50.3 An employee is entitled to overtime, pursuant to clause 47 in the circumstances outlined in clauses 50.2(a) and 50.2(b).

50.4 Emergency duty is subject to a minimum payment for four (4) hours.

PART 4 LEAVE

51 Recreation Leave

51.1 Relationship with By-laws

This clause establishes all entitlements in relation to recreation leave and replaces all By-law entitlements relating to recreation leave.

51.2 For the purposes of this clause:

- (a) **day worker** means an employee who works day shift Monday to Friday, within the span of hours 0600 to 1800 and in accordance with clauses 38.1 and 38.2 or clause 85.
- (b) **track station worker** means an employee who works an average of 38 per week, Monday to Friday, over a period of 52 weeks with eight hours 24 minutes (8.4 hours) per day to be worked between the hours of 0600 and 1800.
- (c) **shiftworker** means an employee who works shiftwork in accordance with the 10/14 roster and for the purposes of the National Employment Standards, is an employee who is rostered to work ordinary shifts on any of the seven days of the week, and is regularly rostered to perform work on Sundays and Public Holidays.
- (d) **month** means a calendar month.
- (e) **year** means a calendar year.
- (f) **service** means a period of service by an employee with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave, that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, a State or a Territory.

51.3 Recreation Leave Entitlement

- (a) A day worker (except for a casual employee) is entitled to:
 - (i) four weeks paid recreation leave per year; and
 - (ii) an additional two weeks paid recreation leave per year, if normally stationed in the Northern Territory or under any condition the Commissioner so determines.
 - (iii) an employee's annual leave credit will be recorded as 240 hours.
- (b) A track station worker (except for a casual employee) is entitled to:
 - (i) four weeks paid recreation leave per year; and
 - (ii) an additional two weeks paid recreation leave per year, if normally stationed in the Northern Territory or under any condition the Commissioner so determines.
 - (iii) an employee's annual leave credit will be recorded as 252 hours.

- (c) A shiftworker (except for a casual employee) is entitled to:
- (i) Six weeks paid recreation leave per year. An employee's annual leave credit will be recorded as 264 hours.
 - (ii) Leave for rostered Sundays:
 - A. a seven day shiftworker, rostered to perform duty on at least 10 Sundays during the period in respect of which the leave is accrued, is entitled to an additional seven consecutive days (48 hours), including non-working days, paid recreation leave per year; or
 - B. a seven day shiftworker rostered to perform duty on less than 10 Sundays during the period in respect of which the leave is accrued, is entitled to additional paid recreation leave at the rate of four hours in respect of each Sunday rostered.
 - (iii) In accordance with the 10/14 roster, an employee is entitled to a total of seven weeks recreation leave, which for the purposes of the employee's annual leave credit will be recorded as 312 hours.
 - (iv) In calculating leave entitlements pursuant to clause 51.3, the following conditions apply:
 - A. Any part of a shift which falls on a Sunday will count as a full Sunday shift.
 - B. Leave entitlements will be calculated on the roster and not on actual physical performance.
 - C. Sunday rostered overtime shifts will count similarly to rostered ordinary Sunday shifts.
 - (v) Recreation leave taken by an employee whilst working shiftwork in accordance with the 10/14 roster will be deducted from credits at the rate of one hour for each hour of rostered duty that the employee is absent on recreation leave.
 - (vi) An employee to whom clauses 51.3(c)(i) and 51.3(c)(ii) applies is entitled to the payment of rostered overtime in accordance with clause 51.3(c)(iv) whilst on recreation leave.
 - (vii) Where an employee transfers, either temporarily or permanently, from working shift duty in accordance with the 10/14 roster to working Day Command shift work only, the employee's leave credit will be adjusted according to the following formula:

$$A = (240/264) \times C$$

Where:

 - A is the employee's new credit after transfer to day work; and
 - C is the credit due to the employee immediately before transfer to day work.
 - (viii) Where an employee transfers, either temporarily or permanently, from working Day Command day shift to working shift duty in accordance with the

10/14 roster, the employee's leave credit will be adjusted according to the following formula:

$$A = (264/240) \times C$$

Where:

- A is the employee's new credit after transfer to shift duty in accordance with the 10/14 shift; and
- C is the credit due to the employee immediately before transfer to shift duty in accordance with 10/14 shift.

- (ix) Where an employee transfers, either temporarily or permanently, from working shift duty in accordance with the 10/14 roster to working Track Station work only, the employee's leave credit will be adjusted according to the following formula:

$$A = (252/264) \times C$$

Where:

- A is the employee's new credit after transfer to track station work; and
- C is the credit due to the employee immediately before transfer to track station work.

- (x) Where an employee transfers, either temporarily or permanently, from working track station to working shift duty in accordance with the 10/14 roster, the employee's leave credit will be adjusted according to the following formula:

$$A = (264/252) \times C$$

Where:

- A is the employee's new credit after transfer to shift duty in accordance with the 10/14 shift; and
- C is the credit due to the employee immediately before transfer to shift duty in accordance with 10/14 shift.

51.4 Salary

Salary for the purpose of recreation leave includes an employee's annual salary, Northern Territory Allowance if applicable, and any other allowance to which the employee may be entitled.

51.5 Accrual of Leave

- (a) An employee's entitlement to paid recreation leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (b) If an employee takes unpaid leave that does not count as service, leave will not accrue for that period.

Note: An employee who has taken unpaid leave that does count for service will accrue leave for that period.

- (c) A part-time employee will accrue recreation leave on a pro rata basis in accordance with the employee's agreed hours of work.

- (d) An employee who has worked for only part of a year will accrue recreation leave on a pro rata basis in accordance with the employee's ordinary hours of work or, agreed hours of work if a part-time employee.
- (e) Recreation leave accumulates from year to year.

51.6 Granting of Leave

The Director or their delegate may, on application in writing by an employee, grant leave for recreation purposes, subject to the NTFRS operational requirements.

Recreation leave may only be granted at full pay with exception to employees on parental leave.

51.7 Excess Leave

Where an employee has recreation leave in excess of two years credits (or three years credits in the case of a compulsory transferee), the CEO may, on giving a minimum of two months' notice, direct the employee to take recreation leave and the employee must take that leave within a three month period, or a period agreed between the parties, to reduce the accrued leave to the equivalent of two years (or three years in the case of a compulsory transferee) of credit.

51.8 Cash-out of Leave

An employee may apply, in writing, to the Director to cash-out an amount of the employee's available recreation leave provided that:

- (a) the employee's remaining accrued entitlement to paid recreation leave is not less than six weeks (252 hours);
- (b) each cashing-out of a particular amount of paid recreation leave must be by a separate agreement in writing between the Director and employee;
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone; and
- (d) a minimum of five days to be cashed-out on any occasion.

51.9 Illness During Leave

Where an employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 52, the Director or their delegate may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

51.10 Payment in Lieu

- (a) Where an employee ceases employment, other than by death, the employee is entitled to payment in lieu of any available recreation leave entitlement.

- (b) Where an employee dies or, after consideration of all the circumstances, the Commissioner has directed that an employee will be presumed to have died on a particular date, the Director or their delegate may authorise payment in lieu of the employee's remaining recreation leave entitlement:
 - (i) to the employee's legal personal representative; or
 - (ii) when authorised by the employee's legal personal representative, to another person or persons at the Director or their delegate's discretion.

52 Personal Leave

52.1 Relationship with By-laws

The provisions of this clause set out all entitlements in relation to personal leave (sick/carer's leave) and replaces all By-law provisions.

52.2 General

This clause sets out entitlements in relation to personal leave taken by an employee:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee (sick leave); or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member (carer's leave).

52.3 Paid Personal Leave Entitlement

- (a) An ongoing employee working Day Command shift is entitled to:
 - (i) three weeks (120 hours) paid personal leave on commencement of employment; and
 - (ii) three weeks (120 hours) paid personal leave on each anniversary of their commencement date.
- (b) An ongoing employee working Track Station shift is entitled to:
 - (i) three weeks (126 hours) paid personal leave on commencement of employment; and
 - (ii) three weeks (126 hours) paid personal leave on each anniversary of their commencement date.
- (c) An ongoing employee working shift duty in accordance with the 10/14 roster is entitled to:
 - (i) 12 shifts on full pay (six day/six night – 144 hours) on commencement of employment; and
 - (ii) 12 shifts on full pay (six day/six night – 144 hours) on each anniversary of their commencement date.

- (d) A fixed period employee is entitled to:
 - (i) two days paid personal leave on commencement of employment;
 - (ii) up to one week of paid personal leave for each period of two months service provided that the total leave does not exceed three weeks within the first 12 months of service; and
 - (iii) three weeks paid personal leave on each anniversary of their commencement date.
- (e) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 52.3(b)(i) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.
- (f) A part-time employee is entitled to paid personal leave on a pro rata basis in accordance with their hours of work.
- (g) A casual employee is not entitled to paid personal leave.
- (h) Paid personal leave is cumulative.
- (i) An employee's paid personal leave entitlement will be deferred by any period of:
 - (i) personal leave where the absence is without pay and not covered by documentary evidence;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.

52.4 Accessing Paid Personal Leave

- (a) An employee is entitled to access paid personal leave from their accrued personal leave balance, subject to the requirements of clauses 52.6 and 52.7.
- (b) The Director or their delegate may approve paid carer's leave in excess of the above.
- (c) The Director or their delegate may, in special circumstances, approve the conversion of personal leave full pay credits to sick leave half pay credits.

52.5 Additional Personal Leave

- (a) Subject to the requirements of clauses 52.6 and 52.7 an employee who has exhausted their entitlement to paid personal leave under clause 52.3 is entitled to access unpaid carer's leave, on each occasion that carer's leave is required, up to:
 - (i) two days (16.8 hours) for an employee in Day Command or Track Station day shift; and
 - (ii) 20 hours for an employee on shift duty in accordance with the 10/14 roster.

Leave may be taken as a single unbroken period of up to two days or any separate periods, as agreed between the employee and the Director or their delegate.

- (b) After considering all relevant circumstances, the Director or their delegate may approve:
 - (i) an amount of unpaid leave in excess of the amount specified in clause 52.5(a); or
 - (ii) additional sick/carer's leave on half pay, which cannot be converted to full pay; or
 - (iii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be sick/carer's leave for all other purposes under the provisions of this clause.
- (c) The provisions of clauses 52.5(a) and 52.5(b)(i) do not apply to a casual employee.

52.6 Notice Requirements

An employee must make all reasonable efforts to advise their manager of any absence as soon as reasonably practicable. If it's not reasonably practicable for the employee to give prior notice of absence due to circumstances beyond their control, the employee must notify their manager by telephone of such absence at the first available opportunity.

52.7 Documentation Requirements

- (a) An employee must apply for personal leave in the form required by the Director or their delegate, as soon as it's reasonably practicable.
- (b) Subject to clause 52.4(b), to assist the Director to determine if the leave taken, or to be taken, was for one of the reasons set out in clause 52.2(a)(sick leave), an employee must, as soon as reasonably practicable, provide the Director or their delegate with the following documentary evidence:
 - (i) a medical certificate from a registered health practitioner; or
 - (ii) a statutory declaration in cases where it is not reasonably practicable for the employee to provide a medical certificate because they are:
 - A. unable, despite genuine reasonable attempts, to secure an appointment with a medical practitioner; or
 - B. reside in a remote or regional area (i.e. outside the environs of Darwin or Palmerston).

provided that the statutory declaration states:

 - A. the reasons why it was not practicable to provide a medical certificate; and
 - B. the reasons for, and length of absence.
- (c) Subject to clause 52.7(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 52.2(b)(i)(carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with:
 - (i) evidence which may include a medical certificate from a registered health practitioner stating the condition of the person concerned and that the

condition requires the employee's care or support to the extent that they will not be able to attend for duty; or

- (ii) other relevant documentary evidence stating the unexpected emergency, and that this unexpected emergency required the employee's care or support.
- (d) A CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.
- (e) An employee is entitled to access paid personal leave, without documentary evidence, as follows:
 - (i) up to a maximum of five days (42 hours) or equivalent number of hours for an employee on day work; or
 - (ii) four shifts for an employee on shift duty or the equivalent number of hours of duty per personal leave year.

Provided that, no more than three days for an employee on day work and two shifts for an employee on shiftwork may be consecutive working days or the equivalent number of hours of duty.

52.8 Salary for the purpose of personal leave includes:

- (a) for an employee on full pay, their annual salary, current NTA, and any other current allowance to which the employee was entitled at the commencement of their personal leave; and
- (b) for an employee on half pay, one half of the employee's annual salary, full NTA, plus any other allowance or part of an allowance.

52.9 Personal leave whilst on other forms of leave

Subject to the requirements of clauses 52.6 and 52.7, an employee may access paid personal leave during periods of recreation, long service and parental leave.

52.10 Medical examination at the direction of the Director or their delegate

- (a) The Director or their delegate may direct an employee to attend an examination by a registered health practitioner where:
 - (i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury; or
 - (ii) it is considered that an employee's efficiency may be affected due to illness or injury; or
 - (iii) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees, or the public; or
 - (iv) in accordance with Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.

- (b) An employee directed to attend a medical examination in accordance with clause 52.10(a) who is:
 - (i) absent on approved personal leave, and covered by documentary evidence, is entitled to continue on personal leave until the findings of the medical examination are known; or
 - (ii) an employee, other than one to which clause 52.10(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known. The grant of personal leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.
- (c) The Director or their delegate will not grant personal leave where an employee fails to attend a medical examination without reasonable cause, or where illness or injury is caused through misconduct. Under these circumstances the Director or their delegate may initiate disciplinary action.

52.11 Personal leave - workers compensation

An employee is not entitled to paid personal leave for a period during which the employee is absent from duty because of personal illness, or injury, for which the employee is receiving compensation payable under Northern Territory workers compensation legislation.

53 Infectious Diseases Leave

53.1 Where an employee produces evidence that would satisfy a reasonable person that:

- (a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act 1981*; and
- (b) by reason of any law of the Territory or state or territory of the Commonwealth is required to be isolated from other persons,

the Director may grant

- (c) sick leave for any period during which the employee actually suffers from illness; or
- (d) where working from another location during the isolation period is not possible (e.g. working from home), recreation leave in relation to any period during which the employee does not actually suffer from illness.

53.2 Where 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*.

54 Workers' Compensation Entitlements and Leave Accruals

54.1 An employee who begins receiving workers' compensation benefits under section 64 of the *Return to Work Act 1986* after the commencement of this Agreement, shall, in relation to that injury, be entitled to receive the employee's normal weekly earnings provided for under that Act, for a period of up to 52 weeks (i.e. to include an additional 26 weeks after the employees normal weekly earnings have reduced to 75%), or such greater period as allowed by the CEO on a case by case basis.

- 54.2 For employees who, prior to the commencement of the Agreement, were in receipt of workers' compensation benefits and, in relation to that injury, have already reduced or will reduce to 75% of their normal weekly earnings in accordance with the *Return to Work Act 1986*:
- (a) this sub-clause will apply from the date the employee's benefits reduce to 75%, but no sooner than from 11 November 2021; and
 - (b) the normal weekly earnings will continue for up to a further 6 months from the commencement of the Agreement, or such greater period as allowed by the CEO on a case by case basis.
- 54.3 The payment of the difference between the 75% of normal weekly earnings entitlement under section 65 of the *Return to Work Act 1986* and 100% of the normal weekly earnings will be by an allowance.

Additional leave accruals

- 54.4 An employee who begins receiving workers' compensation benefits under section 64 of the *Return to Work Act 1986* after the commencement of this Agreement, shall continue to accrue all leave entitlements during any period they are in receipt of the workers' compensation benefits for a period of 12 months, or such greater period as allowed by the CEO on a case by case basis.
- 54.5 Employees who, prior the commencement of the Agreement, were in receipt of workers' compensation benefits in accordance with the *Return to Work Act 1986*., shall accrue all leave entitlements during:
- (a) any period they have been in receipt of workers' compensation benefits from the date they commenced receiving those benefits, but no sooner than from 11 November 2021; and
 - (b) for a further period of 6 months from that date, or such greater period as allowed by the CEO on a case by case basis.
- 54.6 Employees subject to this clause will actively participate and engage with the NTPS Workers Compensation Provider (currently Gallagher Bassett) in implementing sustainable return to work plans.

55 Domestic, Family and Sexual Violence Leave

- 55.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic or family violence, or sexual violence. Support measures for employees include leave with pay, flexible work options and access to the Employee Assistance Program. Additional support may be available to employees through NTPFES.
- 55.2 Leave with pay is available to an employee who is experiencing domestic or family violence, or sexual violence and who requires time off for reasons including, but not limited to:
- (a) seeking safe accommodation;
 - (b) attending court hearings and police appointments;
 - (c) accessing legal advice;

- (d) organising alternative care or education arrangements for the employee's children; or
- (e) other related purposes approved by the CEO.

- 55.3 Domestic, Family and Sexual Violence Leave is in addition to other leave entitlements and counts as service for all purposes.
- 55.4 Applications for leave will be dealt with confidentially and sensitively. Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.
- 55.5 Reasonable adjustments will be considered to ensure the individual's safety in the workplace (e.g. different work locations, removal of phone listing or changes to NTG email addresses).

56 Cultural and Ceremonial Leave

- 56.1 An employee is entitled to five days unpaid cultural and ceremonial leave per year, to undertake cultural or ceremonial obligations for the community or group to which the employee belongs to.
- 56.2 An employee must advise the CEO as soon as reasonably practicable of the period or expected period of the leave.
- 56.3 The CEO may require an employee to provide documentary evidence, where appropriate, in support of the leave application.
- 56.4 The CEO may approve an additional period of unpaid cultural and ceremonial leave on request.
- 56.5 An employee may elect to use their recreation leave or long service leave to undertake their cultural or ceremonial obligations.
- 56.6 Unpaid cultural and ceremonial leave does not count for service for any purpose.

57 NAIDOC Week Leave

- 57.1 Employees may utilise flexible working arrangements to attend and participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities (e.g. NAIDOC March).
- 57.2 An employee must seek prior approval from their manager to utilise flexible working arrangements. Such requests should be supported, subject to an agency's operational requirements.
- 57.3 An employee who does not have access to flexible working arrangements may be granted paid leave. Subject to operational requirements, the CEO may approve up to 3 hours per year of paid leave to facilitate the employee's attendance at NAIDOC week activities.

58 Parental Leave

This clause sets out all entitlements in relation to parental leave and applies in conjunction with the NES.

58.1 Application

Full-time, part-time and eligible casual employees are entitled to parental leave if the leave is associated with:

- (a) the birth of a child of the employee or the employee's spouse (including the birth of a child by way of a surrogacy arrangement);
- (b) the placement of a child with the employee for adoption; or
- (c) the placement of a child with the employee under a long term or permanent care order; and
- (d) the employee has or will have responsibility for the care of the child.

58.2 Definitions

For the purpose of this clause:

- (a) **child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee, the employee's spouse or the employee's legal surrogate; or
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with the employee; or
 - (iii) in relation to a long term or permanent care order related leave, a child (or children) who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*, and who will be placed with the employee under a long term or permanent care order.
- (b) **continuous service** means the employee's continuous period of employment with the employer and, where relevant, any continuous period of employment within an agency for the purposes of the *Financial Management Act 1995* that immediately preceded NTPS employment (i.e. no break in service between employment). An employee's service will be continuous despite any periods of authorised paid leave, or periods of authorised unpaid leave that are expressly stated as counting for the purposes of service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory.

Where an employee is employed under two or more separate contracts of employment at the same time, as permitted under s 38A of the PSEM Act, and the employee requires parental leave under each contract, continuous service will be determined with respect to the total period of service with the employer.
- (c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:
 - (i) the day on which the employee first takes parental responsibility for the child; or

- (ii) the day on which the employee starts any travel that is reasonably necessary to take parental responsibility for the child.
- (d) **eligible casual employee** means a casual employee who has been engaged by the employer on a regular and systematic basis for a period of:
 - (i) at least 12 months; or
 - (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and:
 - A. the employer terminated the previous engagement;
 - B. the employee was re-employed within three months after termination of the previous engagement; and
 - C. the total employment period (i.e. the current employment and previous engagement) is at least 12 months.
- (e) **medical certificate** means a certificate signed by a medical practitioner.
- (f) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 1995* and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 58.10.
- (h) **primary caregiver** means the person who is the primary carer of a child at and immediately following the time of birth or day of placement of a child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary caregiver on any particular day. In most cases, the primary caregiver will be the birth giver or the initial primary carer of a newly adopted child.

58.3 Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (clause 58.8)	Less than 39 weeks or eligible casual employee	Nil	52 weeks	52 weeks
	Between 39 weeks and 12 months	Between 1 and 14 weeks*	Between 38 and 51 weeks	52 weeks
	At least 12 months	14 weeks	142 weeks	3 years
	At least 4 years and 35 weeks	Between 15 and 18 weeks*	Between 138 and 141 weeks	3 years
	At least 5 years	18 weeks	138 weeks	3 years
	*Note: The amount of paid leave for employees with less than 12 months or 5 years (whichever is applicable) depends on the employee's continuous service at commencement of parental leave and the employee achieving the service requirements during the first 14 or 18 weeks of parental leave. The table in clause 58.8 is used to calculate the amount of pro rata leave.			

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Partner leave (clause 58.9)	Less than 12 months or eligible casual employee	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years
	At least 5 years	2 weeks	154 weeks	3 years
Pre-natal leave (clause 58.4)	All employees (excludes casuals)	8 hours		8 hours
Leave for pregnancy-related illness (clause 58.5)	All employees	<i>(No paid leave under parental leave. Employee can elect to use accrued paid personal leave entitlements)</i>	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
No safe job leave (clauses 58.6(f) and 0)	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in clause 58.6(a))	For the entire risk period (as defined in clause 58.6(a))
	Where an employee is entitled to primary caregiver parental leave	For the entire risk period (as defined in clause 58.6(a))		For the entire risk period (as defined in clause 58.6(a))
Pre-adoption leave/ permanent care order application (clause 58.7)	Less than 12 months service or eligible casual employees	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
Special maternity leave (miscarriage) (clause 58.11(b))	All employees	Compassionate leave is available <i>(Accrued paid personal leave may be available)</i>	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
Special maternity leave (stillbirth) (clause 58.11(c))	All employees	As for primary caregiver parental leave Compassionate leave is also available	As for Primary caregiver parental leave	As for Primary caregiver parental leave

58.4 Pre-natal leave

- (a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling eight hours per pregnancy, to enable the employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to eight hours unpaid leave per pregnancy.
- (b) An employee must comply with the notice and evidence requirements set out in clause 58.12 to access pre-natal leave.

58.5 Leave for pregnancy-related illness

- (a) A pregnant employee who has not yet commenced primary caregiver parental leave is entitled to unpaid leave for a pregnancy-related illness.
- (b) An employee is entitled to take such period of leave as a medical practitioner certifies as necessary.
- (c) The period of leave taken because the employee has a pregnancy related illness will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.
- (d) An employee may elect to use their accrued paid personal leave entitlements instead of taking unpaid leave.
- (e) Leave for a pregnancy related illness must end before the employee starts primary caregiver parental leave.

58.6 Transfer to an appropriate safe job

- (a) This clause applies where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue their present work for a stated period (the risk period).
- (b) The CEO will (if there is an appropriate safe job available and if reasonably practicable) transfer the employee to an appropriate safe job during the risk period.
- (c) Unless agreed by the employee, an employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until the commencement of parental leave.
- (d) During the risk period, the employee is entitled to the employee's full rate of pay (for the position they were in before the transfer) for the hours that the employee works in the risk period. For this clause, full rate of pay is as defined in section 18 of the FW Act.
- (e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (f) An employee is entitled to paid no safe job leave for the risk period, or part thereof, that the employee does not work, if:
 - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
 - (ii) the employee is entitled to primary caregiver parental leave in association with the pregnancy and birth; and
 - (iii) the employee has complied with the notice and evidence requirements set out in clause 58.12 for taking primary caregiver parental leave.

- (g) An employee is entitled to unpaid no safe job leave for the risk period, or part thereof, if:
 - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
 - (ii) the employee is not entitled to primary caregiver parental leave in association with the pregnancy and birth (i.e. a pregnant casual employee who does not meet the definition of eligible casual employee); and
 - (iii) if required by the CEO, the employee has given the CEO evidence that would satisfy a reasonable person of the pregnancy.
- (h) If an employee is transferred to an appropriate safe job to work ordinary hours less than their usual ordinary hours during the risk period, the employee is entitled to paid or unpaid no safe job leave for the balance of their usual ordinary hours (subject to the requirements for those forms of leave being met).

58.7 Pre-adoption or permanent care order application leave

- (a) permanent care order application leave for the purposes of attending interviews or examinations required:
 - (i) in order to obtain approval for the employee's adoption of a child; or
 - (ii) when making an application for a permanent care order.
- (b) Leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.
- (c) Pre-adoption or permanent care order application leave is paid leave, except for employees with less than 12 months continuous service or for casual employees where it is provided without pay.
- (d) An employee must comply with the notice and evidence requirements set out in clause 58.12 to access pre-adoption leave.

58.8 Primary caregiver parental leave

- (a) Primary caregiver parental leave is available to full-time, part-time and eligible casual employees who will be the primary caregiver of the child.
- (b) Entitlement to primary caregiver parental leave
 - (i) An eligible casual employee is entitled to up to 52 weeks unpaid primary caregiver parental leave.
 - (ii) An employee with less than 39 weeks continuous service at the time of commencing parental leave is entitled to up to 52 weeks unpaid primary caregiver parental leave.
 - (iii) Subject to clause 58.8(b)(v), an employee with at least 39 weeks continuous service, but less than four years and 35 weeks continuous service, at the time of commencing parental leave is entitled to primary caregiver parental leave, comprising of [A] and [B] below:

- A. Paid leave according to the following formula, up to a maximum of 14 weeks:

$$\begin{array}{lcl} \text{Number of weeks} & & \text{Number of weeks paid parental} \\ \text{continuous} & - 38 & = \text{leave (up to a maximum of 14} \\ \text{service} & & \text{weeks)} \end{array}$$

- B. Unpaid leave for the remaining balance of the following total leave periods:

- 1) 52 weeks for employees with less than 12 months continuous service; or
- 2) 3 years for employees with 12 months continuous service or more.

Note: Employees with 12 months continuous service will be entitled to 14 weeks paid and 142 weeks unpaid primary caregiver parental leave.

Examples:

Employee with 50 weeks continuous service at the birth receives 12 weeks paid leave (50-38=12) and 40 weeks unpaid leave (52-12=40).

Employee with 2 years continuous service at the birth receives 14 weeks paid leave (104-38=66, but the 14 week maximum applies) and 142 weeks unpaid leave (156-14=142).

- (iv) Subject to clause 58.8(b)(vi) an employee with at least four years and 35 weeks continuous service at the time of commencing parental leave is entitled to up to three years primary caregiver parental leave, comprising of (A) and (B) below:

- A. Paid parental leave according to the following table, up to a maximum of 18 weeks:

Continuous service at commencement of Parental leave:	Total number of weeks paid parental leave:
4 years 35 weeks	15
4 years 36 weeks	16
4 years 37 weeks	17
4 years and 38 or more weeks	18

Any part of a week is rounded up to constitute a full week.

- B. Unpaid parental leave for the remaining balance of the total Unpaid parental leave for the remaining balance of the total leave period up to three years.

Note: All employees with 5 years continuous service will be entitled to 18 weeks paid and 138 weeks unpaid primary caregiver parental leave.

Examples:

Employee with 4 years and 35 weeks continuous service at the birth receives 15 weeks paid leave and 141 weeks unpaid leave (156-15=141).

Employee with 5 years and 36 weeks continuous service at the birth receives 16 weeks paid leave and 140 weeks unpaid leave (156-16=140).

- (v) Employees with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 58.8(b)(iii), provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 12 months continuous service, any primary caregiver parental leave paid will be an overpayment and managed in accordance with clause 102 (Integrity of Payments).
- (vi) Employees with at least 4 years and 35 weeks but less than five years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 58.8(b)(iv), provided they will achieve five years continuous service during the first 18 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving five years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance with clause 102 (Integrity of Payments).

Note: Parental leave cannot be granted beyond a date which, but for the grant of leave, would have been the employee's cessation date or end of fixed period employment contract to accommodate achieving service requirements for paid parental leave entitlements.

- (vii) For the avoidance of doubt, only one parent of an NTPS employee couple is entitled to receive primary caregiver parental leave in respect to the birth, adoption or long term or permanent care placement of their child.
- (c) Commencement of primary caregiver parental leave

Primary caregiver parental leave will commence in accordance with the following table:

Type of parental leave	Commencement of primary carer parental leave
Associated with the birth of a child	Any time within six weeks immediately prior to the expected birth of the child as nominated by the pregnant employee but no later than the date of birth of the child.
Associated with the adoption of a child, or the placement of a child under a permanent or long term care order	Any time within the two weeks immediately before the placement but no later than the day of the placement.
All other cases	The date of birth or the placement.

(d) Exemptions to primary caregiver parental leave

- (i) An employee is not entitled to primary caregiver parental leave in circumstances where:
 - A. the employee's spouse (whether an NTPS employee or not) meets the definition of 'primary caregiver' as set out in clause 58.2(h); or
 - B. the employee has taken (or is eligible for) partner leave entitlements under clause 58.9 in relation to the child.

Note: It is not intended for an employee to access primary caregiver leave where they are providing spousal support in circumstances where their spouse, the birth giver, had a caesarean section. There will be exceptions, for example, where the birth giver suffers a post-natal medically certified condition that prevents them from caring for their new born child, but not where they voluntarily choose not to.

- (ii) For the avoidance of doubt, only one parent can receive primary caregiver parental leave in respect to the birth or placement of the child.

58.9 Partner leave

Partner leave is available where an employee has or will have parental responsibility for the care of their child but is not the primary caregiver. (Note: 'primary caregiver' is defined in clause 58.2(h)).

(a) Entitlement to partner leave

- (i) An employee with less than 12 months continuous service at the time of commencing partner leave, or an eligible casual employee, is entitled to up to 52 weeks unpaid partner leave.
- (ii) An employee who has completed at least 12 months continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 1 week paid partner leave, and
 - B. 155 weeks unpaid partner leave.
- (iii) An employee who has completed at least five years continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 2 weeks paid partner leave, and
 - B. 154 weeks unpaid partner leave.

(b) Taking partner leave

- (i) Partner leave may commence up to one week prior to the expected date of birth or placement of the child (unless the CEO agrees to an alternative arrangement).

- (ii) Partner leave must not extend beyond the following periods:
 - A. In the case of an employee with less than 12 months continuous service at the time of commencing partner leave, or eligible casual employees: 24 months from the date of birth or placement of the child.
 - B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: three years from the date of birth or placement of the child.
- (iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to eight weeks of their total partner leave entitlement in clause 58.9(a) in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise.
- (iv) An employee must comply with the notice and evidence requirements set out in clause 58.12 in order to access partner leave.

Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 58.9(b)(iii) or the combined parental leave provisions in clause 58.10

- (c) Paid partner leave – change in carer responsibilities within certain time period
 - (i) An employee who has completed at least 12 months of continuous service at the time of commencing parental leave (and who is not entitled to combined parental leave under clause 58.10) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:
 - A. the employee’s spouse is the primary caregiver at and immediately following the birth or placement of the child;
 - B. the employee’s spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least five years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);
 - C. as a consequence of the employee’s spouse no longer being the primary caregiver, the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child’s physical needs more than anyone else; and
 - D. the employee has complied with the notice and evidence requirements set out in clause 58.12.
 - (ii) The portion of their unpaid partner leave that the employee is entitled to be paid is equivalent to the period between the date on which the employee took over caring responsibilities for the child from employee’s spouse and:
 - A. for employees with at least 12 months but less than five years continuous service: 14 weeks from the birth or placement of the child; or
 - B. for employees with at least five years continuous service: 18 weeks from the birth or placement of the child.

58.10 Combined parental leave

- (a) An NTPS employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave pay scheme) provided that:
 - (i) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to three years parental leave;
 - (ii) each employee is eligible for paid parental leave; and
 - (iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.
- (b) Combined parental leave is subject to the following requirements:
 - (i) compliance with the notice and evidence requirements for taking parental leave set out in clause 58.12;
 - (ii) a maximum of two interchanges of employees sharing combined parental leave; and
 - (iii) evidence that parental leave will be utilised by both members of the NTPS employee couple.
- (c) For the avoidance of doubt, where an NTPS employee couple combines their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, that employee will be paid their ordinary rate of pay for the period of leave.

58.11 Special maternity leave

- (a) An employee who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where the employee's pregnancy ends other than by the birth of a living child.
- (b) Miscarriage – end of a pregnancy during the first 20 weeks of pregnancy
 - (i) In the event of a miscarriage, an employee may access unpaid special maternity leave for such period as a medical practitioner certifies as necessary.
 - (ii) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
 - (iii) An employee may also be eligible for paid compassionate leave in accordance with clause 59.
- (c) Stillbirth – end of a pregnancy after 20 weeks or as otherwise provided in section 77A(2) of the FW Act
 - (i) In the event of a stillbirth, an employee may access their primary caregiver parental leave entitlements (clause 58.8) as if the child had been born alive.

- (ii) An employee may also access compassionate leave in accordance with clause 59.

58.12 Notice and evidence requirements

- (a) An employee must give the CEO the required notice and evidence in accordance with the below table in order to access parental leave.
- (b) An employee who fails to give the required notice in respect to parental leave will not be in breach of this clause if the failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date, or in other compelling circumstances. In these circumstance the notice and evidence required must be provided as soon as practicable.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Primary caregiver parental leave (clause 58.8) and partner leave (clause 58.9)			
Intention to take primary caregiver leave or partner leave	10 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)	Confirmation that the employee intends to take leave and the proposed start and end dates.
Prior to commencement of the primary caregiver leave or partner leave	4 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO) And a statutory declaration	Written notice: confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and <u>if the leave is birth related leave:</u> the date of birth, or expected date of birth of the child; or <u>if the leave is adoption/permanent care order related leave:</u> the day of placement, or the expected placement, of the child. Statutory declaration: <u>if the request is for primary caregiver leave:</u> a statement that the employee will become the primary caregiver at all times while on leave; or <u>if the request is for partner leave:</u> a statement that the

	Timeframe to provide notice	Types of notice required	What must be included in the notice
			employee will have responsibility for the care of the child at all times while on leave.
Pregnancy related illness (clause 58.5)			
All circumstances	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	Written notice: the proposed start and end date of the leave Medical certificate: stating the employee is unfit for work for the stated period because of a pregnancy-related illness.
Special maternity leave (clause 58.11)			
Miscarriage or Stillbirth	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	Written notice: - the proposed start and end date of the special maternity leave Medical certificate: - stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.
Pre-adoption or permanent care order application leave (clause 58.7)			
All circumstances	As soon as practicable (which may be a time after the leave has started)	Written notice , and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or permanent care order application.
Pre-natal leave (clause 58.4)			
Per occasion	As soon as reasonably practicable	Written notice , and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

58.13 Keeping in touch days

- (a) During a period of parental leave, the CEO and employee may agree to the employee performing work for the purpose of keeping in touch, in order to facilitate a return to employment at the end of the parental leave.
- (b) The CEO and employee can agree that the employee attend the workplace on up to 10 separate days for the purpose of keeping in touch.
- (c) An employee will be paid their ordinary rate of pay for the days (or part-days) work is performed. If the employee is on paid parental leave at the time, the employee's paid parental leave will be re-credited in respect to the days (or part-days) when work is performed.
- (d) The CEO may approve an amount of keeping in touch days in excess of 10 days.

58.14 Other employment while on parental leave

- (a) Where the CEO agrees, an employee on unpaid parental leave may return to duty for any period with the agency, or another agency, to undertake duties for specified periods during the employee's parental leave.
- (b) Where the CEO agrees, an employee on paid primary caregiver parental leave may return to duty where their child is hospitalised at birth, or following birth, to recommence parental leave at a later date when their child is no longer in hospital. In these circumstances, paid primary caregiver parental leave is deferred until the employee recommences their parental leave.
- (c) Any NTPS employment engaged in by an employee in accordance with this clause will not prevent the employee from re-commencing parental leave, nor will it extend the maximum period of parental leave (paid and unpaid entitlements) the employee is entitled to under this clause.
- (d) An employee may only engage in outside employment while on unpaid parental leave in accordance with the PSEM Act.

58.15 Extending parental leave

- (a) Where the initial period of parental leave is less than 12 months
 - (i) An employee who is on an initial period of parental leave of less than 12 months under clause 58.8 or 58.9, is entitled to extend their period of parental leave up to the full 12 month period, provided that:
 - A. The employee notifies the CEO in writing at least four weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.
 - (ii) An employee that has made a request to extend their parental leave in accordance with clause 58.15(a)(i) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:
 - A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible casual employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or

- B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed three years after the date of birth or day of placement of a child.
- (b) Where the initial period of parental leave is more than 12 months
 - (i) An employee who is on an initial period of parental leave of more than 12 months under clause 58.8 or 58.9 and is eligible for up to three years parental leave, is entitled to request that their period of parental leave be extended, provided that:
 - A. the employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and
 - B. the new end date of parental leave is not beyond three years after the date of birth or day of placement of the child.
 - (ii) The employee is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirements prescribed by clause 58.15(b)(i).
 - (iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 58.18 below.
- (c) For the avoidance of doubt, an employee who has taken three years parental leave (i.e. their maximum entitlement) is not entitled to extend their period of parental leave.

58.16 Superannuation contributions during parental leave

- (a) Employer superannuation contributions will be paid for employees during the first 12 months of their parental leave as if they had been at work. The superannuation contributions will be paid during periods of both paid and unpaid leave.
- (b) For the period of an employee's paid Primary Caregiver Parental Leave or Special Maternity Leave (stillbirth) entitlements, employer superannuation contributions will be paid at double the legislated employer superannuation guarantee rate for the period of their paid parental leave.
- (c) Eligibility
 - (i) An employee must have at least 12 months continuous service at the time of commencing parental leave.
 - (ii) This clause only applies in relation to the following forms of parental leave:
 - A. Primary Caregiver Parental Leave, as per clause 58.8.
 - B. Special Maternity Leave (stillbirth), as per clause 58.11(c).
 - C. Clause 58.16(a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 58.16(b) does not apply to Partner Leave, including periods of paid Partner Leave where employee takes over caring responsibilities for their child under clause 58.9(c).

(iii) This clause does not apply to casual employees.

- (d) Should the employee elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions under clause 58.16(b) will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

For example, if an employee utilises 14 weeks of paid parental leave over a period of 28 weeks (i.e. leave taken at half pay), double superannuation contributions under clause 58.16(b) will only be paid for the first 14 weeks. For the remaining 14 weeks of paid parental leave, superannuation contributions will apply as if the employee had been at work.

- (e) This clause applies subject to superannuation scheme rules.

58.17 Return to work after a period of parental leave

- (a) Returning to work within the first six weeks of birth
- (i) An employee who is the birth giver and elects to return work within the first six weeks following the birth of the child must provide a medical certificate stating that the employee is fit for work during that period.
- (b) Returning to work early
- (i) During a period of parental leave an employee is entitled to request that they return to work early, provided that the employee makes an application to the CEO in writing at least:
- A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period up to 52 weeks; or
- B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.
- (ii) The CEO must respond to a request made by an employee under this clause in accordance with clause 58.18 below.
- (c) Cancelling leave or returning to work – stillbirth or death of a child

If a child is stillborn, or dies during the 24 month period starting on the child's date of birth, then an employee who is entitled to parental leave in relation to the child may:

- (i) before the period of leave starts, give the CEO written notice cancelling the leave; or
- (ii) if the period of leave has started, give the employer at least four weeks written notice that the employee wishes to return to work on a specified day.
- (d) Returning to work at the conclusion of parental leave

Prior to the expiration of parental leave, an employee intending to return to work must notify the CEO in writing of their intention to return to work at least:

- (i) four weeks before the expiration of parental leave where the employee has been on parental leave for a period of up to 52 weeks; or

- (ii) 12 weeks before the expiration of parental leave where the employee has been on parental leave for a period in excess of 52 weeks.
- (e) Returning to work on reduced hours
 - (i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to six months in order to care for their child.
 - (ii) Where an employee makes an election under clause 58.17(e)(i), notification must be given as soon as possible but no less than eight weeks prior to the date that the employee is due to return to work from parental leave.
 - (iii) Part-time employment will be facilitated in accordance with Determination 9 of 2012 and Commissioner's Guidelines.
 - (iv) The CEO must facilitate an election made by an employee under this clause.
 - (v) Where the CEO agrees, an employee may continue on reduced hours for a period greater than six months.
- (f) Returning to pre-parental leave position
 - (i) An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing parental leave, or if the pre-parental leave position no longer exists, to a position of similar pay and status.
 - (ii) In circumstances where the employee has elected to return to work on reduced hours for up to six months in accordance with clause 58.17(e)(i) and the election cannot be accommodated as per clause 58.17(f)(i), the employee is entitled to alternative duties. Whilst undertaking alternative duties, the employee is entitled to their full rate of pay (for the position the employee would otherwise have returned to) for the ordinary hours that the employee works.
 - (iii) In circumstances where the employee was transferred to an appropriate safe job in accordance with clause 58.6, the employee's pre-parental leave position will be the position the employee held prior to the appropriate safe job transfer.
 - (iv) In circumstances where the employee was promoted to a new position while on parental leave, the employee is entitled to return to the new position.

58.18 CEO review of certain employee requests

- (a) This clause applies to an employee's request to:
 - (i) extend parental leave (clause 58.15);
 - (ii) return to work early (clause 58.17(b)); or
 - (iii) reduce their ordinary hours of work for a period greater than 6 months (clause 58.17(e)(v)).

- (b) The CEO will consider an employee's request and respond in writing within 21 days.
- (c) In considering an employee's request, the CEO will have regard to the employee's circumstances. Provided the employee request is genuinely based on the employee's parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in clause 4(ee).
- (d) An employee request and the CEO's response must be recorded in writing.

58.19 General conditions

- (a) Except where otherwise provided in this clause, parental leave is to be taken in a single continuous period.
- (b) The total period of parental leave an employee is entitled to is inclusive of weekends, public holidays, programmed days off and rostered days off.
- (c) During a period of parental leave an employee may require parental leave for the birth, adoption or long term care placement of a subsequent child. An employee may elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.
- (d) Parental leave at half pay
 - (i) An employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
 - (ii) Where an employee utilises half pay parental leave, leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay.

For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay. In addition, only the first 14 weeks of the half pay period counts for service. See clause 58.19(h)(ii)
 - (iii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave on half pay.
- (e) Access to other leave entitlements while on parental leave
 - (i) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
 - (ii) During a period of unpaid parental leave, an employee may elect to take any accrued recreation leave at half pay for a period equal to twice the period to which the employee would otherwise be entitled. Accrual of leave entitlements and payment of salary and allowances while on recreation leave at half pay will be the same principles as 58.19(d).

- (iii) Taking other paid leave entitlements in conjunction with unpaid parental leave does not:
 - A. break the continuity of the period of parental leave; or
 - B. extend the maximum period of parental leave an employee is entitled to.
- (f) Consultation and communication during parental leave
 - (i) Where an employee is on parental leave and a definite decision has been made to introduce a substantial change to the workplace, the CEO will take reasonable steps to:
 - A. make information available to the employee; and
 - B. provide the employee an opportunity to discuss any significant effect the change will have on the status, pay, location or responsibility level of the employee's pre-parental leave position.
 - (ii) An employee on parental leave must take reasonable steps to inform the CEO about any significant matter that will affect the duration of the parental leave, the employee's intention to return to work or the employee's intention to make a request to work reduced hours in accordance with clause 58.17(e).
- (g) Replacement employees
 - (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
 - (ii) Before the CEO engages a replacement employee, the CEO must inform that person of the:
 - A. temporary nature of the employment;
 - B. return to work rights of the employee who is being replaced; and
 - C. rights of the CEO to require the employee on parental leave to return to work if the employee ceases to have any responsibility for the care of the child.
- (h) Effect of parental leave on service
 - (i) A period of parental leave does not break an employee's continuity of service.
 - (ii) Any period of paid parental leave will count as service, however where an employee elects paid parental leave at half pay, in accordance with clause 58.19(d), service will only count for a period equal to taking the paid leave at full pay.
 - (iii) A period of unpaid parental leave will not count as service.

59 Compassionate Leave

- 59.1 An employee may take up to five days of compassionate leave for each occasion when:
- (a) a member of the employee's immediate family or household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies.
 - (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.
- 59.2 An employee may take up to three days of compassionate leave on each occasion of the death of a member of the employee's extended family.
- 59.3 An employee may take up to three days of compassionate leave if they or their partner experiences a miscarriage.
- 59.4 Compassionate leave is paid leave, except for casual employees where it is provided without pay.
- 59.5 Compassionate leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the Director.
- 59.6 The Director may approve an additional period of unpaid compassionate leave on request.
- 59.7 Notice and evidence Requirements
- (a) An employee must provide the Director with notice of the taking of compassionate leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
 - (b) Subject to clause 59.7(c), the Director may require an employee to produce documentary evidence of the need for compassionate leave.
 - (c) In relation to leave under clause 59.3 (miscarriage), the employee must produce a medical certificate from a medical practitioner stating that the employee's pregnancy or their partner's pregnancy has ended.

60 Kinship Obligation Leave

- 60.1 An Australian First Nation's employee may take up to five days paid kinship obligation leave each year for the purpose of attending Sorry Business or related purposes. Sorry Business refers to cultural practices and protocols undertaken after someone's passing.
- 60.2 For the purposes of this clause, 'kinship' means:
- Australian First Nations kinship where there is a connection, relationship or obligation under the customs, traditions or cultures of the communities, groups or families to which the employee belongs.

- 60.3 The leave is in addition to any other leave available to the employee under this Agreement and may be taken in broken periods and at half pay.
- 60.4 Where an employee utilises an amount of kinship obligation leave at half pay:
- (a) Leave entitlements will accrue as if the employee had utilised the amount of kinship obligation leave at full pay.

For example, if an employee utilises two days of kinship obligation leave over a period of four days at half pay, all leave entitlements will accrue over the first two days of leave, as if the employee was on kinship obligation leave with full pay, and no leave entitlements will accrue over the final two days of kinship obligation leave on half pay.
 - (b) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- 60.5 The leave does not accrue progressively or accumulate from year to year and there is no residual entitlement to be paid on cessation of employment.
- 60.6 Notice requirements
- (a) An employee must provide the Director with notice of the taking of leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
 - (b) The Director may require an employee to produce evidence that would satisfy a reasonable person of the need for kinship obligation leave.

61 Gender Transition Leave

- 61.1 Gender Transition Leave is available to support employees who wish to transition from their gender. Paid leave may be taken for:
- (a) psychological support;
 - (b) hormone replacement therapy and other types of medical intervention;
 - (c) appointments to alter the employee's legal status or amend the employee's gender on legal documentation; or
 - (d) other similar appointments or procedures to give effect to the employee's transition approved by the Director.
- 61.2 Eligibility
- In order to access Gender Transition Leave, an employee must have:
- (a) completed at least 12 months continuous service on an ongoing or fixed period basis; and
 - (b) commenced transitioning their gender.
- 61.3 Entitlement to Paid and Unpaid Gender Transition Leave
- (a) Employees who are transitioning their gender are entitled to four weeks of paid leave and up to 48 weeks unpaid leave for the purpose of supporting their gender transition.

- (b) Gender Transition Leave may be taken in a continuous period, single or part days over a three year period.
- (c) Employees may request additional paid Gender Transition Leave, which may be granted on a discretionary and case by case basis in exceptional circumstances.
- (d) Employees may also access other forms of paid or unpaid leave such as personal leave, recreation leave and long service leave, where the employee meets the relevant eligibility criteria for that leave type.
- (e) Any period of unpaid gender transition leave will not break an employee's continuity of service but does not count for service.

61.4 Notice and evidence requirements

- (a) Applications for leave will be dealt with confidentially and sensitively.
- (b) An employee must provide at least two weeks' notice of the need to take leave under this clause and the expected duration of leave. A shorter notice period may be agreed with the CEO.
- (c) An employee may be required to provide suitable supporting documentation for any leave granted under this clause. Evidence to support an application will only be sighted once and no copies will be made or recorded.

62 Blood Donor Leave

The Director may grant leave with pay to an employee to allow the employee to donate blood.

63 Leave to Engage in Voluntary Emergency Management Activities

63.1 The Director may grant leave with pay to an employee:

- (a) who is a member of a volunteer emergency service unit or fire brigade and is required to attend operational exercises (including training) or to participate in an emergency operation conducted by:
 - (i) Northern Territory Emergency Service within the meaning of the *Emergency Management Act 2013*;
 - (ii) Bushfires NT/ Bushfires brigade/ the Bushfires Council or a Regional Committee within the meaning of the *Bushfires Management Act 2016*; or
 - (iii) the auxiliary or volunteer members of the Northern Territory Fire and Rescue Service within the meaning of the *Fire and Emergency Act 1996*.
- (b) who engages in community service necessarily rendered following a natural disaster, subject to any limitations imposed by the Director.

63.2 Leave granted with pay may include reasonable rest time immediately following the activity.

63.3 Notice and evidence requirements

- (a) An employee must provide the Director with notice of the taking of leave as soon as practicable (which may be a time after the absence has started) and must advise of the period, or expected period, of the absence.

63.4 The Director may require an employee to provide evidence that would satisfy a reasonable person that the leave taken, or to be taken, is for one of the reasons set out in this clause.

64 Leave in Special Circumstances

64.1 An employee is not entitled to leave in special circumstances as a right.

64.2 The Director or delegate may grant an employee leave in special circumstances on full pay for any period or periods, but any days over three working days in any year of service granted in accordance with this clause will be deducted from the employee's next recreation leave credit. Provided that the period of leave sought is not in excess of three working days, the Director or delegate will not unreasonably withhold the granting of leave.

64.3 Other leave

- (a) Subject to this clause, the Director or their delegate may, if satisfied that there is sufficient cause, grant an employee Special leave without pay.
- (b) Leave granted pursuant to this clause will not count as service for any purpose.
- (c) An employee will not be granted leave pursuant to this clause for the purposes of engaging in employment outside the public sector, except where appropriate approval has been granted under the PSEM Act.
- (d) An employee granted leave under this clause is not permitted access to accrued entitlements or any condition of service during leave without pay.

65 Special Leave Without Pay

65.1 The Director may grant special leave without pay to an employee if satisfied that there is sufficient cause.

65.2 Special leave without pay is not available for the purpose of engaging in employment outside the NTPS, except where approval has been given under section 61 of the PSEM Act.

65.3 Special leave without pay will not count as service for any purpose.

65.4 An employee will not be permitted access to accrued entitlements, or any condition of service during a period of special leave without pay.

66 Long Service Leave

66.1 The period of long service leave that accrues to an employee is 4/10ths of a month for each completed year or fraction of a year of service, which may be taken at half pay (e.g. 4 months accrued long service leave at full pay may be taken as 8 months at half pay).

- 66.2 With the exception of the provision of clause 66.1 all other conditions relating to long service leave are contained in By-law 8. Provided that, a current employee will not be disadvantaged by the operation of this clause.
- 66.3 Salary for the purpose of long service includes an employee's annual salary if the employee or their dependents remain in the Northern Territory during the period of leave, the Northern Territory Allowance, and any other allowance to which the employee was entitled at the commencement of their long service leave and which, in the opinion of the Director or their delegate, should continue to be paid.
- 66.4 For the purposes of By-law 8, and the calculation of long service leave credit deductions, a day shall commence at 8am on one day and cease at 8am the following day, for employees working on the 10/14 shift roster.

67 Flexible Lifestyle (Purchased) Leave

- 67.1 Flexible lifestyle leave is a voluntary arrangement where shift employees may purchase between one to twelve rounds, and day employees may purchase between one to twelve weeks of additional leave, with a corresponding reduction in the number of working periods.
- 67.2 Flexible lifestyle leave arrangements will be approved and used in accordance with clause 43 Leave Roster.
- 67.3 Eligibility
- An employee must:
- (a) have completed at least 12 months continuous service;
 - (b) not have any excess recreation leave, for the year the purchased leave will be utilised, as defined in clause 51.7 (Excess Leave) prior to making an application for Flexible lifestyle leave; and
 - (c) have exhausted their long service leave entitlements, or satisfied the conditions of By-law 8.3.
- 67.4 Method of purchase
- Flexible lifestyle leave is purchased in advance at an amount equal to the salary for the additional leave. Payments are deducted from the employee's gross fortnightly salary over a 12 month period, or shorter period approved by the Director.
- 67.5 General conditions
- (a) A flexible lifestyle leave arrangement must not result in an employee having a total leave balance greater than the excess leave limits in clause 51.7 (Excess Leave) after the period of the arrangement.
 - (b) If an employee does not use their purchased leave within the agreed period, it will lapse and the employee will be reimbursed monies paid.
 - (c) A flexible lifestyle leave arrangement must be in writing and is non-renewable. On the expiry of an existing arrangement, the employee may lodge a new application for approval by the Director.

- (d) Flexible lifestyle leave is available to be utilised as it is paid for each quarter as it becomes available.

67.6 Effect on Other Entitlements

- (a) Flexible lifestyle leave will count as service for all purposes.
- (b) Flexible lifestyle leave does not attract leave loading.
- (c) Recreation leave may only be granted at full pay while a flexible lifestyle leave arrangement is in place.
- (d) For the period over which payments are being deducted from an employee's salary to fund a flexible lifestyle leave arrangement, compulsory employer superannuation contributions are calculated on the salary that the employee was paid:
 - (i) prior to flexible lifestyle leave deductions being made in the case of NTGPASS and CSS employees; and
 - (ii) after flexible lifestyle leave deductions being made in the case of Choice of Fund superannuation fund employees.

67.7 Independent advice

Prior to entering into or ceasing a purchased leave arrangement an employee should seek, at the employee's own expense, independent advice regarding:

- (a) the employee's financial situation;
- (b) the potential impact on taxation; and
- (c) the potential impact on superannuation.

67.8 Cessation of Arrangement

- (a) A flexible lifestyle leave arrangement will cease in one of the following ways:
 - (i) The specified term of the flexible lifestyle leave arrangement expires.
 - (ii) By the employee providing the Director four weeks' written notice requesting to terminate the arrangement, and the Director approving the employee's request.
 - (iii) At the initiative of the Director, on the giving of three months written notice to the employee, along with reasons for the cessation.
 - (iv) The employee ceases employment with the NTFRS.
 - (v) The employee moves to a new work area within the agency, or to another agency and the new work area or agency does not agree to continue the arrangement.
- (b) Where a flexible lifestyle leave arrangement ceases, the employee will be reimbursed, by lump sum payment, the amount of any unused flexible lifestyle leave. The reimbursement will be paid within two months of the cessation of the arrangement.

68 Defence Service Leave

68.1 The Director may grant an employee Defence Service Leave to enable the employee to fulfil their Australian Defence Force Reserve and Continuous Full Time Service obligations (Defence Service).

68.2 Defence Service Leave entitlements include:

- (a) up to 20 shifts' paid leave during each financial year for the purpose of undertaking Defence Service, including training and operational duty;
- (b) an additional two weeks' paid leave during the employee's first year of Defence Service, to facilitate the employee's participation in additional training, including induction requirements.

68.3 An employee who requires additional leave to undertake Defence Service may also utilise recreation leave, long service leave and leave without pay.

68.4 Notice and evidence requirements

An employee is required to:

- (a) notify the Director as soon as practicable of the requirement to be absent to undertake Defence Service, including the intended dates of the Defence Service;
- (b) provide sufficient evidence of the requirement to undertake Defence Service; and
- (c) provide sufficient evidence of the completion of Defence Service.

68.5 Paid Defence Service Leave will count as service for all purposes. Leave without pay utilised to undertake Defence Service will count as service for long service leave purposes only.

68.6 No liability for injury during defence service leave

Where an employee has a claim for compensation for injury or illness as a result of leave granted under this clause, the claim will not be recognised by the Territory and the employee will submit any claim to the Australian Department of Defence.

69 War Service Leave

69.1 Eligibility

The provisions of this clause apply to an employee who has undertaken:

- (a) service within operational areas as defined in Schedule 2 of the *Veteran's Entitlements Act 1986* (Cth) as amended from time to time;
- (b) service with the Defence Force that is of a kind determined in writing by the Defence Minister to be warlike service, including peace-keeping or hazardous operational service, for the purposes of the *Military Rehabilitation and Compensation Act 2004* (Cth) as amended from time to time; and
- (c) who suffers from an illness or condition recognised by the Department of Veteran Affairs as war caused.

- 69.2 The leave available under this clause will be in addition to the employee's personal leave entitlement and any repatriation benefits provided by the Department of Veterans Affairs.
- 69.3 Documentary requirements
- (a) An employee must produce a statement from the Department of Veteran Affairs giving details of what conditions have been accepted as being war caused, caused by peace-keeping or hazardous operational service. These conditions are to be noted on the employee's personal leave record.
 - (b) Applications for war service leave must be accompanied by a medical certificate or a statutory declaration in accordance with clause 52.7 stating the period of leave applied for is attributed to the employee's Defence Service (as permitted under this clause) caused condition or illness.
- 69.4 Accrual of Leave
- (a) On the date of their commencement of employment in the NTPS, or the date of recognition of the illness or condition, whichever is the later, an employee will be entitled to:
 - (i) an initial (and once only) non-accumulative credit of nine weeks at full pay; and
 - (ii) an accumulative credit of three weeks at full pay.
 - (b) After each period of 12 months service a further accumulative credit of three weeks at full pay, subject to a maximum balance of nine weeks cumulative accrual at any time.
 - (c) An employee's accumulative war service leave entitlement will be deferred by any period of:
 - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 52.7;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.
 - (d) Leave is available to use for any illness or condition attributed to war service, as per clause 69.3. For avoidance of doubt, a subsequent condition or illness does not entitle the employee to a further nine weeks or more than three weeks accumulation per 12 months of service.
- 69.5 Granting of leave
- (a) War service leave granted under this clause shall be deducted from the non-accumulative credit in the first instance and when this credit is exhausted, from the accumulative credit.
 - (b) Where an employee has exhausted their war service leave entitlement, they can apply to the Director to access their accrued personal leave entitlements in accordance with clause 52.

69.6 Recognition of Prior Service

- (a) For the purposes of this clause, all periods of service with the Northern Territory Public Sector, Australian Public Service or another Territory or State Public Service/Sector, where war service sick leave entitlements are provided, are to be considered as continuous service regardless of the length of any break in service.
- (b) Any accumulative or non-accumulative credit available at the end of one period of service must be carried forward to any subsequent period of service.

70 Foster and Kinship Carers Leave

70.1 Foster and Kinship Carers leave is available to an employee for the purpose of:

- (a) providing temporary care to a child of up to 18 years of age who is in authorised care (Carer Placement Leave); and
- (b) undertaking mandatory training and assessments associated with being a foster carer or a kinship carer (Carer Assessment and Training Leave).

70.2 Carer Placement Leave

- (a) An employee may access Carer Placement Leave where the employee is:
 - (i) an authorised foster carer or kinship carer with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*; and
 - (ii) entering into a care arrangement for a child who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.
- (b) Carer Placement Leave is available on commencing the placement of a child/ children into the employee's care for the first time, to help carers and children settle. It does not apply where there is an entitlement to parental leave.
- (c) Carer Placement Leave entitlements include up to 10 days of paid leave and up to 10 days of unpaid leave per calendar year. Leave can be taken in single days or multiple days.

70.3 Carer Assessment and Training Leave

- (a) An employee may access up to 5 days paid Carer Assessment and Training Leave per calendar year.
- (b) The employee must be an authorised foster carer or kinship carer, or undertaking assessment and training to become an authorised foster carer or kinship carer, with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.

70.4 Notice and evidence Requirements

- (a) An employee must provide the Director with notice of the taking of Foster and Kinship Carers leave as soon as practicable, and must advise of the period, or expected period, of the leave.

- (b) Carer Assessment and Training Leave should be taken at a time that is agreed with the Director.
- (c) An employee must provide the Director with documentation from the department responsible for children in authorised care, supporting their eligibility for leave.

70.5 Authorised foster carers and kinship carers may also be eligible for other types of leave to support a child in their care. These leave arrangements are detailed in other provisions within this Agreement and include:

- (a) personal leave – refer to 52;
- (b) compassionate leave- refer to 59;
- (c) permanent care order application leave – refer to 58.7; and
- (d) parental leave, including primary caregiver parental leave and partner leave – refer to 58.

71 Leave to Attend Arbitration Business

71.1 The Director may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions:

- (a) leave will not be granted to more than two employees who are representatives of an organisation at the one time in respect of any one such proceeding;
- (b) leave to conduct a case will be with full pay;
- (c) leave for preparation of a case will be without pay and will not exceed three months in any 12 months.

71.2 Paid leave granted under this clause will count as service for all purposes.

71.3 Unpaid leave granted under this clause will not count as service but does not break continuity of service for long service leave purposes.

72 Release to Attend as a Witness

72.1 Where an employee is subpoenaed or called as a witness for the Crown to give evidence under a law of the Commonwealth or the Territory, the Director will release the employee from duty, without deduction from pay or accrued leave entitlements, during the period necessary to attend.

72.2 Where an employee is subpoenaed to give evidence in relation to his or her duties or former duties in the Northern Territory Public Sector, the Director will release the employee from duty and may grant such release without deduction from pay or accrued leave entitlements during the period necessary to attend.

72.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clauses 72.1 and 72.2, the employee will be granted:

- (a) leave without pay; or
- (b) recreation leave; and

- (c) any fees or allowances received as a result of the attendance may be retained by the employee.

73 Release for Jury Service

73.1 An employee required to attend for jury service (including attendance for jury selection) under a law of the Commonwealth, a State or a Territory is entitled to be absent from their employment for the period of the jury service, including:

- (a) the time when the employee engages in jury service;
- (b) reasonable travelling time associated with jury service;
- (c) reasonable rest time immediately following jury service.

73.2 Notice and evidence Requirements

- (a) An employee required to attend for jury service must provide the Director with notice of the absence as soon as practicable (which may be a time after the absence has started). The notice must advise the Director of the period, or expected period, of the absence.
- (b) The Director may require the employee to provide evidence that would satisfy a reasonable person that the absence is because the employee has been, or will be, engaging in jury service.

73.3 Jury service during paid leave

If the period during which an employee takes paid leave includes a period of absence on jury service, the employee is taken not to be on paid leave for the period of that absence.

73.4 Payments during jury service

- (a) The Director will release the employee on jury service without deduction from pay or leave credits.
- (b) Payments for jury service (e.g. jury service fees) will be in accordance with the *Juries Act 1962*.

Note: In accordance with regulation 8 of the Juries Regulations 1983, where the Director releases an employee for jury service without deduction from pay or leave credits, that employee is taken to have received payment.

74 Emergency Leave

74.1 The Director may, if satisfied that there is sufficient cause, grant an employee emergency leave on full pay not exceeding three days in any year.

74.2 On any occasion, leave is available as a single day or part of a day (i.e. not consecutive days) to deal with the emergency. After dealing with the emergency situation, where an employee requires a further period off work, the employee may apply to take another form of leave (e.g. recreation leave, carer's leave, special leave without pay).

Note: this clause does not reduce recreation leave credits, however, it is a different form of leave that is only to be used in emergencies as set out in this clause. A Director has an obligation to

consider whether other forms of paid leave would be more appropriate in the particular circumstances surrounding the application.

74.3 For the purposes of this clause:

- (a) **emergency** means a sudden, unexpected and serious situation where the employee is unable to attend work or is required to return home before the employee's usual ceasing time to ensure their personal safety or the protection of the employee's family and/or property.
- (b) **sufficient cause** means an emergency of which the employee could not reasonably be expected to have prior knowledge; and
- (c) **any year** means a period equivalent to an employee's annual personal leave accrual period.

75 **Health Screening Leave**

75.1 An employee may access up to one hour of paid leave per year, for the purpose of undertaking a health screening test associated with a public health screening program.

75.2 A health screening test means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions.

75.3 Notice and evidence requirements

- a. The employee is required to provide reasonable notice of the need to take leave and the expected duration of leave.
- b. The employee must provide documentary evidence of their attendance at the screening test that would satisfy a reasonable person.

PART 5 RECRUITMENT, PROMOTION AND DEVELOPMENT

76 Recruitment, Promotion and Lateral Entry

- 76.1 The recruitment, promotion and appointment of employees by the NTFRS will be conducted in accordance with PSEM Act which provide for recruitment, promotion and appointment based on the merit principle. The merit principle is defined at clause 5C of the PSEM Act.
- 76.2 Fixed period and ongoing vacancies that require filling must be advertised within the NTFRS in the first instance. Track station vacancies may be advertised for a fixed period.
- 76.3 The recruitment of non-NTFRS persons to operational Firefighter positions (other than recruit Firefighter positions) will occur pursuant to clauses 76.1 and 76.2.
- 76.4 All recruitment/selection outcomes will be published in the *Fire Gazette*.
- 76.5 All members of a selection panel will have undertaken the NTPS recruitment and selection training.

77 Accelerated Recruitment Program

- 77.1 An Accelerated Recruitment Program (ARP) allows for trained and experienced firefighters to be appointed to NTFRS at the rank of Firefighter Class D without the requirement to undertake the NTFRS Recruit Course.
- 77.2 In order to be appointed to the NTFRS, ARP applicants must:
- (a) have attained a minimum of Certificate III that satisfies the Public Safety Training Package competencies for firefighting;
 - (b) have served at least one year in a recognised urban fire service;
 - (c) satisfy the requirements of the psychological testing for Firefighters;
 - (d) satisfy the requirements of a full pre-employment medical examination;
 - (e) satisfy the requirements of an NT Police criminal history and probity check;
 - (f) satisfy the required standard of physical fitness;
 - (g) satisfy the requirements of a challenge test; and
 - (h) possess a minimum Medium Rigid (MR) licence
- 77.3 ARP applicants will be required to undergo a challenge test to confirm currency of skills and aptitude. The format and content of the challenge tests will be determined by the Training and Development Command (or equivalent at the time), the Chief Fire Officer and a union representative. The panel overseeing the challenge test will include a union representative.
- 77.4 All ARP appointees must successfully complete a training course consisting of learning theory and practical training, as determined by Training and Development Command.
- 77.5 ARP appointees who exceed the minimum competencies of a Firefighter Class D may be recommended for appointment at a higher rank, up to a Firefighter Class A. In the event this occurs, any future progression will be in accordance with the approved NTFRS

Firefighter Career Path in place at the time.

- 77.6 ARP appointees will be on probation for 12 months and will successfully complete all competencies as defined in the career path during this time.
- 77.7 ARP appointees will be located in either Alice Springs or Darwin, depending on operational requirements at the time of appointment.
- 77.8 All employees appointed in accordance with this clause must undergo an induction process to familiarise themselves with the NTFRS equipment, Policies and Procedures.
- 77.9 The parties commit to review and enhance the Accelerated Recruitment Program to include re-appointees, subject to eligibility requirements. The parties commit to completing the review during the term of the agreement in consultation and by agreement with the Union.

78 Difficult to Fill Vacancies

- 78.1 This clause applies to Leading Firefighter positions at Track Stations and all positions at the rank of Station Officer and above (up to and including District Officers). It does not apply to positions defined as 10/14 shift work positions for Station Officers or Senior Station Officers.
- 78.2 A position will be declared difficult to fill after:
- (a) internal recruitment action has been undertaken; and
 - (b) the internal recruitment action does not attract any suitable internal applicants.
- 78.3 Once a position has been declared difficult to fill, external advertising will take place for a period not less than two weeks.
- 78.4 An NTFRS employee who subsequently applies for the vacant position when advertised externally will be required to compete equally with external applicants.
- 78.5 In order for an appointment to be made to a difficult to fill vacancy, an applicant must:
- (a) meet all essential selection criteria, including holding the current qualifications, permits, and/or licenses required for the position;
 - (b) be a current or recently employed career firefighter, employed at a state or territory government agency responsible for the provision of fire, rescue and hazmat services in cities and towns in that state or territory. Notwithstanding organisational name changes, for the life of this agreement, recognised fire services are identified as:
 - o Queensland Fire and Emergency Service;
 - o Fire and Rescue New South Wales;
 - o Fire Rescue Victoria;
 - o South Australia Metropolitan Fire Service;
 - o Department of Fire and Emergency Services (WA);
 - o Australian Capital Territory Fire and Rescue;
 - o Tasmania Fire Service; and

- Fire Rescue New Zealand.

- (c) demonstrate, at a minimum, current skills, knowledge and experience to satisfy the Public Safety Training Package competencies for firefighting and other emergency incident operations equivalent or superior to those of equally ranked employee within NTFRS;
- (d) satisfy the required standard of physical fitness;
- (e) satisfy the requirements of the psychological testing for Firefighters;
- (f) satisfy the requirements of a full pre-employment medical examination;
- (g) satisfy the requirements of a challenge test;
- (h) satisfy the requirements of an NT Police criminal history and probity check;
- (i) minimum two (2) years service with a recognised state based urban fire service, as listed in clause 78.5(b), in an equivalent or higher position, notwithstanding the criteria set out in clause 78.5(c); and
- (j) have been employed as a career firefighter at a state based urban fire service, as listed in clause 78.5(b), within the last 2 years.

78.6 In accordance with clause 78.5(c) applicants will undertake a challenge test to confirm currency of skills and aptitude. The format and content of a challenge test will be determined by the Training and Development Command, the Chief Fire Officer and a union representative. The panel overseeing the challenge test will include a union representative.

78.7 In accordance with clause 78.5(d), applicants will undertake a physical fitness assessment. The format and content of a physical fitness assessment will be determined by the Training and Development Command (or equivalent at the time), the Chief Fire Officer and a union representative. The panel overseeing the physical fitness assessment will include a union representative.

78.8 Appointees under this section will remain on probation for a period of 12 months and required to complete a Skills Contextualisation Program in that time as developed by the Training and Development Command.

78.9 Appointees must complete minimum 2 years in their assigned position before applying for other vacancies within the agency either temporary or permanent.

78.10 After appointment, any future progression through the ranks of the NTFRS will be in accordance with the approved NTFRS Firefighter Career Path in place at the time, or the relevant recruitment and promotion processes contained to this agreement.

79 Training and Development

79.1 The parties continue to adopt the approved PSTP system for the NTFRS as the standard for both personal development and career progression for all ranks.

- (a) The parties acknowledge the critical role training has in developmental opportunities in the NTFRS.
- (b) The training needs of an employee will be met through the application of the PSTP competencies and other recognised leadership or developmental programs.

- (c) An employee's training needs will be progressively assessed to meet the PSTP requirements.
- (d) The review of an employee's training needs will be conducted annually using their personal development plan.
- (e) A review committee will meet annually to determine the effectiveness of the training program. The committee will include employee representatives, management and Training and Development staff.

79.2 The parties agree that training and staff development will be:

- (a) planned and budgeted for;
- (b) relevant to the stated outcomes in the NTPFES agency Strategic Plan and the NTFRS Training Plan; and
- (c) an important component of increased productivity and continuous improvement throughout the NTFRS.

79.3 The Director or their delegate may direct an employee to carry out such duties (including drills and training) as are within the limits of the employee's skills, competence and training, consistent with the classification structure of this Agreement; provided that, such duties are not designed to promote de-skilling.

79.4 The Director or their delegate may direct an employee to carry out such duties and use such tools, equipment and/or techniques as may be required provided that the employee has been properly trained in the use of such tools, equipment and/or techniques.

79.5 The Director or their delegate may direct an employee to undertake refresher training relevant to the employee's rank and position in respect of:

- (a) appliance driving and operation;
- (b) firefighting and rescue skills and techniques;
- (c) operation and maintenance of personal protective equipment (breathing apparatus, protective suits, etc.), detection devices, and rescue equipment; or
- (d) specialist functions relevant to that employee's current duties.

80 Career Path for Leading Firefighters, Station Officers and Senior Station Officers

80.1 A career path for Leading Firefighters, Station Officers, Senior Station Officers and District Officers will be developed by the parties.

81 District Officer Development

81.1 Career development for District Officers is a joint responsibility between the NTFRS and the individual officer. The NTFRS is committed to the ongoing career and personal development of all employees.

81.2 Opportunities for an officer's development will be negotiated on a case by case basis depending on the aspirations of the officer concerned and the requirements of the NTFRS. Career development opportunities and will be recorded in the officer's Personal Development Plan.

PART 6 TRANSFERS

82 Transfer Between Shifts and Centres

82.1 Employee Voluntary Transfer

An employee may apply to transfer from day work to shiftwork or vice versa. Approval of such an application by the Director or their delegate will be dependent on:

- (a) the needs of the service; and
- (b) the career development of the applicant.

Where an employee voluntarily transfers and the duration is to be negotiated, the maximum period of two years for transfers may be waived if the employee and the Director or their delegate agree to a variation. The negotiated term may be reduced to the duration, as determined by the Director or their delegate, if the transfer is no longer in the best interests of the NTFRS.

82.2 Compulsory Transfers

The Director or their delegate may transfer members of the same rank through various duties within the NTFRS for an appropriate purpose and for a specified period.

- (a) Within a Centre - Within Darwin and Alice Springs Only
 - (i) An employee may be transferred from day work to shiftwork or vice versa within a centre to meet a foreseen organisational requirement or for the employee's career development.
 - (ii) The employee will be notified not less than six calendar weeks prior to the transfer. However, by agreement with the employee, the employee may take up the transfer at any time agreeable to both parties following notification.
 - (iii) At the conclusion of the transfer period or 12 months, whichever comes sooner, the employee will be reinstated to their previous position.
- (b) Between Centres

Compulsory transfers between centres will only occur after all avenues to fill vacant positions through voluntary transfer and lateral entry have been exhausted.
- (c) Where an employee is transferred from day duty (or track station duty) to shift duty or vice versa, the following will apply:
 - (i) the Director or their delegate will determine the duration of the transfer which may be any period up to a maximum of two years; and
 - (ii) where a transfer is to take place and it is not possible to give a precise duration, the matter is to be negotiated with a view to determining a mutually agreed duration; and
 - (iii) it's intended that an employee on the completion of the period of transfer will be returned to shift duty or day duty, as the case may be, if the employee concerned so requests. Where the Director or their delegate believes that

this is not appropriate, prompt consultation will take place with the employee concerned and with the employee representative if the employee so requests, prior to the expiration of the period of transfer; and

- (iv) the Director or their delegate will provide written notice of not less than three months prior to the transfer. The notification will include the reason for the transfer and an indication of the duration. The three months notification period may be waived with the full agreement of the employee being transferred; and
- (v) an employee may appeal to the Commissioner under the PSEM Act in writing setting out the grounds for their appeal; and
- (vi) any employee who is the subject of a transfer within the meaning of this clause, will not be transferred again for a period of two years. The two years may be waived with the agreement of the employee concerned.

(d) Unforeseen Circumstances

The Director or their delegate may, in consultation with the affected employee and their representative, transfer the employee to day work or shiftwork, within a centre, for a period not exceeding six months. The employee will be given not less than four days notice.

83 Transfer Expenses Between Centres

The NTFRS agrees to meet all reasonable costs directly associated with transfers between centres, including uplift, down lift and storage costs.

84 Allowances for Transfer Expenses

An employee on permanent transfer is entitled to reimbursement of expenses pursuant to By-laws 27 and 28.

PART 7 TRACK STATIONS

85 Hours of Duty – Track Stations

- 85.1 The ordinary hours of duty in track stations will be an average of 38 per week, Monday to Friday, over a period of 52 weeks with eight hours 24 minutes (8.4 hours) per day to be worked between the hours of 0600 and 1800.
- 85.2 The following provisions for hours of duty will apply:
- (a) Any other track station roster is to be agreed by the Director or their delegate, employees, and their nominated representatives.
 - (b) A paid lunch break of not less than 30 minutes each day.
 - (c) Two hours per week is paid at overtime rates consistent with clause 47.2 and forms part of the composite salary.
 - (d) Two hours per week will be accumulated to a maximum of 90 hours and taken as programmed days off within each calendar year, in accordance with the agreed leave roster posted by the Director or their delegate.
 - (e) A deduction of one half hour of time accrued towards programmed days off will occur where any leave without pay is taken.
 - (f) Programmed days off provided for in clause 85.2(d) must be acquitted prior to recreation leave or long service leave being utilised.
 - (g) Track Station workers will not be required to work public holidays but are liable to be called upon to report for duty in accordance with clause 41.4. Where Track Station workers are recalled to duty on a public holiday in accordance with clause 41.4, they will receive:
 - (i) their normal salary for recall periods during normal working hours; or
 - (ii) overtime payments for recall periods:
 - A. in excess of normal daily rostered hours; or
 - B. outside the span of hours provided for in clause 85.1.
- 85.3 An employee may work their ordinary hours between the hours of 0600 and 1800, Monday to Friday. The span of hours and days of work may be varied at the option of the employees and with the agreement of NTFRS; provided the arrangement is agreed in writing. This Agreement involves no other change to hours of work arrangements.
- 85.4 A track station employee who is required by the Director or their delegate to work outside the hours specified in clause 85.3 or those hours and days that are mutually agreed, may either be paid overtime in accordance with the Agreement provisions or utilise 'time in lieu' arrangements, pursuant to By-law 37.

86 Track Stations

- 86.1 The following locations are designated as Track Stations:
- (a) Nhulunbuy
 - (b) Jabiru
 - (c) Katherine
 - (d) Tennant Creek
 - (e) Yulara
- 86.2 An employee based in a Track Station will be provided with housing of a reasonable standard. A Track Station employee, with the exception of an employee based in Katherine, will receive NTPS remote locality benefits where eligible, including subsidy for electricity consistent with the NTPS (clause 0) and Fares Out of Isolated Localities or as determined by PSEM Act.
- 86.3 Rank – Senior Station Officers Undertaking Track Station Duty
- (a) The Officer in Charge of a Track Station holds the rank of Senior Station Officer in accordance with clause 76.
 - (b) The rank of Senior Station Officer in a Track Station is provided as an attraction and retention initiative.
- 86.4 Rank - Station Officer undertaking Track Station Duty
- (a) Employees assigned to Track Stations, excluding the OIC, will hold the rank of Station Officer in accordance with clause 76.
 - (b) The rank of Station Officer in a Track Station is provided as an Attraction and Retention initiative.
- 86.5 These initiatives are in recognition of:
- (a) performing additional duties;
 - (b) restrictive duty payment provided for under By-law 38; and
 - (c) paid meal breaks,
- but does not include overtime payments associated with call outs.
- 86.6 In accordance with the provisions of clause 18.1, a Station Officer stationed at a Track Station may perform higher duties as the Officer in Charge of the Station, as required.
- 86.7 An employee with less than 2 years' service at a Track Station who nominates or applies to transfer back to Alice Springs or the Greater Darwin area, is responsible for meeting the costs associated with the transfers, unless otherwise agreed by the Director for exceptional circumstances or promotion.
- 86.8 Transfers out of a Track Station are subject to clause 76.

87 Electricity Subsidy for Employees in Remote Localities

Note: Whether a location is considered a remote locality, and its relevant category of remoteness, is set out in a Determination issued by the Commissioner.

87.1 An electricity subsidy will apply to employees stationed in remote localities as follows:

An employee residing in a dwelling fitted with a dedicated electricity metering device, and who is required to meet the cost of any charges associated with the provision of electricity to that dwelling, is entitled to an electricity subsidy in accordance with the rates specified in Schedule 3, subject to the relevant category of remoteness and the employee's eligibility for the dependant / after-hours rate.

87.2 The electricity subsidy for the dependant / after-hours rate is payable only where the employee:

- (a) has recognised dependants, being the employee's spouse or de facto partner, or children under the age of 18 years, who:
 - (i) reside with the employee;
 - (ii) are not eligible for assistance with electricity costs from any other source; and
 - (iii) are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the Commissioner; or
- (b) is a shiftworker, or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that the employee is regularly required to seek rest during daylight hours.

87.3 The electricity subsidy will be paid fortnightly in addition to salary and will count as salary for the purpose of taxation and superannuation.

87.4 The electricity subsidy will not be paid during periods of leave without pay which do not count as service.

87.5 The electricity subsidy will be paid to part-time employees on a pro rata basis.

87.6 Only one subsidy is payable per dwelling.

PART 8 GENERAL

88 Minimum Staffing Levels of Appliances

- 88.1 For the life of this Agreement, the minimum staffing of appliances for:
- (a) Darwin, Palmerston, Marrara and Berrimah Fire Stations will be 22 Fire Fighters, plus 1 additional qualified major aerial operator, plus a Watch Commander;
 - (b) Two additional Fire Fighters will be available by 1 July 2024 and assigned to the Hazardous Material Appliance located in the Greater Darwin emergency response area (making a total of 24 Fire Fighters, plus 1 additional qualified major aerial operator, plus a Watch Commander);
 - (c) Alice Springs Fire Station will be six Fire Fighters, provided that by 1 July 2024 this is increased by two Fire Fighters (making a total of eight Fire Fighters); and
 - (d) Major aerial appliance will be staffed with three qualified major aerial operator per shift.
- 88.2 Should it be found that the current standard operating procedures do not address emerging trends, vehicle modifications, new appliances and requirements of the NTFRS, the NTFRS agrees to consult employees and the Union in the development of suitable standard operating procedures for the staffing of appliances.

89 Facilities

- 89.1 In order to provide and maintain a healthy and safe workplace, the NTFRS will provide an employee who wishes to use NTFRS provided fitness and gym equipment with appropriate training to ensure that they have suitable instruction in the correct use of the equipment supplied.
- 89.2 Upon satisfactory completion of training, the employee is required to agree to the conditions of use for the equipment. An employee is not permitted to use the equipment without satisfying the NTFRS that they are both capable of safely using the equipment and are medically fit to use the equipment.
- 89.3 The NTFRS will properly maintain and, where necessary, replace the fitness and gym equipment.
- 89.4 Eating facilities will be provided at each Station and will include a stove and some other facility for heating food (e.g. oven, microwave oven), a sink, cupboards and refrigerator.
- 89.5 Hot showers will be installed at each Station and will be available at all times to the employees on duty.
- 89.6 A clothes dryer and a washing machine will be provided at each Station, at no cost to employees.

90 Flexible Work – General Principles and Requirements

- 90.1 The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. There are benefits for the employee, the agency and customers when employees are able to work more flexibly.
- 90.2 In all cases and at all times, an employee's flexible work arrangement must work for

them, their team/work colleagues and the business needs.

- 90.3 Under this Agreement, employees have a range of options for when and how they work and are encouraged to discuss with their manager their flexibility needs.
- 90.4 The objective is to provide employees with the level of flexibility that works for them and allows them to meet their flexible lifestyle needs and achieve their aspirations, provided that business (includes team and customer) needs continue to be met.
- 90.5 Flexible work may be facilitated through one of the following initiatives contained in this Agreement. Refer to the relevant provision for eligibility and approval requirements:
- (a) Clause 67 Flexible Lifestyle (Purchased) Leave – ability to purchase paid leave through salary deductions to access more time off in a particular year.
 - (b) Part-time employment – Determination 9 of 2012 and Commissioner’s Guidelines.
 - (c) Clause 38 Averaging Hours – used where regular time off is required.
 - (d) Clause 65 Special Leave Without Pay.
 - (e) Clause 58.17(e) returning to work on reduced hours after parental leave.
- 90.6 Subject to approval, employees may work from home or another location to facilitate flexible work. The parties are committed to supporting a sector-wide working from home policy with standard and clear guidelines.
- 90.7 In considering an employee’s request to work flexibly the Director will take into account a range of things, including the employee’s personal circumstances and the agency’s business (includes team and customer) needs.
- 90.8 Unless provided otherwise in the relevant clause, requests to work a flexible working arrangement can only be refused on reasonable business grounds as defined in clause 4(ee).
- 90.9 An employee’s request to work flexibly must be in writing setting out the details of the change sought and the reasons for the request.
- 90.10 Subject to clause 90.11, the CEO (or their delegate) must give the employee a written response to the request within 21 days stating whether the CEO (or their delegate) grants or refuses the request.
- 90.11 Where the CEO’s delegate proposes to refuse an employee’s request to work from home, the employee’s request will be referred to the CEO for assessment. Only the CEO is permitted to refuse employees’ requests to work from home.
- 90.12 While there are many options about how an employee works in this Agreement, sometimes they will not fit an employee’s exact circumstances and the employee and CEO will need to agree to vary the Agreement. In such situations, the Individual Flexibility Arrangement (clause 99 IFA) clause applies.

PART 9 PROCEDURAL MATTERS

91 Safe and Healthy Work Environment

- 91.1 The parties to this Agreement are committed to achieving and maintaining a safe and healthy work environment, and to ensuring compliance with the requirements of the *Work Health and Safety (National Uniform Legislation) Act*.
- 91.2 The Director acknowledges the commitment to achieve and maintain a safe and healthy work environment and will take all reasonably practicable measures to prevent accidents and injuries in the workplace, and to promote the health, safety and welfare of employees.
- 91.3 An employee must take all reasonably practicable steps to ensure their own safety while at work, and to ensure that no action or inaction while at work causes harm to any other person.
- 91.4 The parties are committed to supporting sector-wide guidelines to ensure work health and safety of employees, including remote employees and where travelling for work is required.
- 91.5 Employees shall be granted reasonable unscheduled short rest breaks (other than meal breaks) during work hours to refresh and to ensure safe systems of work.
- 91.6 All parties to this Agreement are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour, bullying and discrimination and will take all reasonably practical steps to:
- (a) foster a culture of respect in the workplace;
 - (b) ensure employees are treated appropriately and not subject to inappropriate workplace behaviour and bullying; and
 - (c) foster a culture that supports diversity and inclusion where all employees feel respected, valued, inspired, engaged and have a sense of belonging.
- 91.7 An employee who is aggrieved by their treatment in employment may seek a review under section 59 of the PSEM Act.

92 Commitment to Support and Wellbeing

- 92.1 NTPFES Support and Wellbeing provide a professional and confidential information and counselling referral service to all current and retired employees of the NTFRS, including volunteers, public sector staff, and families where appropriate.
- 92.2 Psychologists from Support and Wellbeing provide services free of charge to NTFRS employees and provide referrals to other support services where required. The cost of external services is met by NTPFES Support and Wellbeing. All psychologists employed by NTPFES are registered with the NT Psychologists Registration Board and abide by the relevant Code of Ethics.
- 92.3 An employee has access to an on-call psychologist on a 24-hour basis, seven days per week.

93 Medical and Health Monitoring

- 93.1 During the life of this Agreement the NTFRS will continue its policy and procedure for voluntary medical and health monitoring to ensure that any actual or potential health threats or hazards are identified and remedies to mitigate any actual or potential medical and health problems are introduced and implemented. Exposure to harmful substances or chemicals, i.e. asbestos, will be recorded.
- 93.2 Subject to Government endorsement, the NTFRS will participate in any proposed national studies to be commissioned by the Australasian Fire and Emergency Service Authority Council (AFAC) where the aim is to establish whether there is any relationship between firefighting and health related conditions.

94 Introduction of a Health Standards

- 94.1 The parties undertake to develop health standards during the life of the Agreement.
- 94.2 The review will be conducted in conjunction with the union.
- 94.3 Any introduction and implementation of Health Standards will be agreed by the union, the Commissioner and Director.
- 94.4 If an agreed Health Standard for NTFRS is developed and introduced it will be deemed to be incorporated as part of this Agreement.

95 Introduction of an Alcohol and Other Drugs Management Policy

- 95.1 The parties undertake to develop an Alcohol and Other Drugs Management Policy during the life of the Agreement.
- 95.2 The review will be conducted in conjunction with the union.
- 95.3 Any introduction and implementation of an Alcohol and Drugs policy unless agreed by the union, the Commissioner and Director.
- 95.4 If an agreed Alcohol and Other Drugs Management Policy for NTFRS is developed and introduced it will be deemed to be incorporated as part of this Agreement.

PART 10 FUTURE DIRECTIONS AND ONGOING CONSULTATION

96 Management of Change

- 96.1 This clause applies if the CEO has developed a proposal for major change to production, program, organisation, structure or technology in relation to the NTFRS that is likely to have a significant effect on the employees.
- 96.2 The CEO must notify and consult with the relevant employees and the Union about the proposed major change.
- 96.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 96.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the CEO of the identity of the representative;
- the CEO must recognise the representative and deal with them in good faith.
- 96.5 In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 96.6 Consultation
- As soon as practicable after proposing to introduce the change, the CEO must:
- (a) discuss with the relevant employees the introduction of the change;
 - (b) Provide to the relevant employees;
 - (i) as far as practicable, all relevant information about the proposed change;
 - (ii) information about the expected effects of the change on employees; and
 - (iii) information about any other matters that the CEO reasonably believes are likely to affect the employees.
 - (c) invite and provide an opportunity for employees and their representatives, to put

forward their views, comments and suggestions on the matters regarding the impact of the proposed change, including any impact in relation to the employee's family or caring responsibilities;

- (d) provide the opportunity, where relevant, to meet with employee representatives;
- (e) give prompt and genuine consideration to views, comments and suggestions raised by employees and their representatives; and
- (f) advise employees and employee representatives of final decisions, explaining how the views expressed by employees and employee representative were taken into account. The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

96.7 Following consultation under clause 96.5, after making a final decision the CEO must consult on implementation.

96.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the NTFRS, the requirements set out in clauses 96.2, 96.3 and 96.6(f) are taken not to apply.

96.9 In this clause relevant employees means the employees who may be affected by a change in clause 96.1.

97 Consultation on change to regular roster or ordinary hours of work

97.1 This clause applies subject to clauses 38.1 , 39.1 and 41.8.

97.2 The CEO must notify and consult with employees in relation to a proposed change to their regular roster or ordinary hours of work and any changes shall require agreement with the union.

97.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

97.4 As soon as practicable after proposing to introduce the change, the CEO must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the CEO reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the CEO reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

97.5 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

97.6 The CEO must give prompt and genuine consideration to matters raised about the

change by the relevant employees.

97.7 In this clause:

relevant employees means the employees who may be affected by a change

98 Public Sector Consultative Council (PSCC)

98.1 The parties to this Agreement agree to utilise the PSCC established under the PSEM Act.

98.2 The function of the PSCC is to consider matters of general interest in relation to the NTPS, which may include matters arising out of or in connection with this Agreement, that are referred to it by the Commissioner, and to make reports and recommendations on those matters to the Commissioner.

98.3 In the case of a matter referred to it, the PSCC will consider the necessary action required to address the issue, along with appropriate processes to implement such action.

98.4 Progress reports in relation to action referred to in clause 98.2 will be provided at PSCC meetings, so that the PSCC is kept adequately informed of, and is able to deal with the particular matter, as effectively and efficiently as possible.

98.5 On the finalisation of the action referred to in clause 98.2, the PSCC will consider all relevant issues and report on the particular matter. Any recommendations made by the PSCC in relation to the particular matter will be provided to the Commissioner, in writing, for consideration.

98.6 The Commissioner will advise the PSCC in writing of the outcomes of said consideration.

98.7 Matters for the PSCC must be referred through the Commissioner under the provisions of the PSEM Act.

99 Individual Flexibility Arrangements

99.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the arrangement:

- (a) deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) meal breaks;
 - (iii) restriction duty;
 - (iv) overtime rates;
 - (v) recreation leave loading;
 - (vi) penalties; or
 - (vii) allowances.
- (b) meets the genuine needs of the employer and the employee; and
- (c) is genuinely agreed to by the employer and the employee.

- 99.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about matters that would be permitted matters if the arrangement were an enterprise agreement;
 - (b) do not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - (c) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 99.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) is signed by the employer and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (c) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (d) the period of operation of the arrangement.
- 99.4 To take effect, the individual flexibility arrangement must be approved by the Commissioner and implemented via a Determination or other appropriate instrument and the CEO must give the employee a copy of the Determination or other appropriate instrument within 14 days of the Commissioner's approval.
- 99.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving written notice of not more than 28 days to the other party to the arrangement; or
 - (b) if the employer and the employee agree in writing – at any time.
- 99.6 An employee may choose to be represented by their nominated representative in relation to the development and implementation of an individual flexibility arrangement.

100 Employment Security

- 100.1 While recognising that reorganisation and changes to staff numbers arising from various factors occur within the NTPS, the parties agree that there will be no involuntary redundancies (notice of redundancy) for the term of the Agreement.
- 100.2 However, clause 100.1 does not apply to an employee who has been declared potentially surplus to requirements under section 41 of the PSEM Act and registered on the Office of the Commissioner for Public Employment's Redeployment Database for longer than two years.
- 100.3 The Commissioner supports certainty of employment through the appropriate application of the merit principle. The use of higher duties, fixed period employment

and casual employment arrangements in the NTPS are appropriate in certain circumstances.

101 Redeployment and Redundancy

The Redeployment and Redundancy provisions as set out in Schedule 1 apply to the NTFRS.

102 Integrity of Payments

102.1 The employer endeavours to ensure that all employees are paid their entitlements correctly and on time. However, from time to time employees may be either overpaid or underpaid. In either case, the parties agree that an incorrect payment of entitlements should be corrected as soon as reasonably practicable.

102.2 Recovery of overpayments

- (a) Overpayments made to an employee will be recovered in accordance with regulation 5 of the *Financial Management Regulations 1995*. This clause provides a summary of the requirements under the regulations.
- (b) The employee will be given written details of the overpayment and the amount proposed to be deducted or withheld. The employee will be provided a reasonable opportunity to propose an alternative arrangement to repay the overpayment.
- (c) The CEO may enter into an alternative arrangement with the employee to repay the overpayment if it is reasonable in the circumstances, the risk of not recovering the overpayment is low, and the arrangement will not result in any added costs.
- (d) On the cessation of an employee's employment, any amount or entitlement due to the person must be first used to repay the overpayment.

102.3 Rectification of underpayments

The employer will rectify an underpayment (including any applicable superannuation) to an employee as soon as reasonably practicable.

103 Preserved Entitlements

103.1 Allowance for Reimbursement of Fares on Leave and Travelling Time

- (a) Subject to the provisions contained in By-laws 30, 32, 33, 34, 35, 46, 47 and 48, where an employee, who is permanently stationed in the Northern Territory, travels during leave of absence away from the district or place where they are stationed, the Director or their delegate will grant the employee and their dependents an allowance equivalent to a return economy class airfare for travel by the most direct route between their Station and a capital city, or destination of lesser distance.
- (b) Notwithstanding the provisions of clause 103.1(a) an employee who, prior to 1 January 1983, held the rank of Divisional Commander, District Officer, Station Officer, Senior Firefighter or Firefighter, is entitled to payment of fares on recreation leave for themselves, their spouse and dependents, in respect of each completed two years of service from the date they commence their service in the

NTFRS, provided that:

- (i) their spouse or dependents do not have an entitlement to recreation leave fares as a condition of service, or receive fares on recreation leave from another service; and
 - (ii) an employee claiming fares on recreation leave for their spouse or dependents on the basis of fulfilling the provisions of clause 103.1(a) will concurrently provide the Director or their delegate with a statutory declaration or other certification acceptable to the Director or their delegate, stating that those spouse and/or dependent(s) are not entitled to or in receipt of a fare(s) from another source.
- (c) An employee, who has completed their first year of service and has been appointed to the NTFRS on an ongoing basis, may draw their recreation leave fares on their first entitlement for recreation leave. If an employee exercises this option, their next entitlement to payment of fares will occur two years after the date of appointment to the NTFRS.
- (d) An employee who is entitled to fares on recreation leave in accordance with the provisions of clause 103.1(b), and whose circumstances change with regard to their entitlements to fares for their spouse and dependents under clause 103.1(b) will, from the date of those changed circumstances, be entitled to fares on recreation leave in accordance with the provisions of clause 103.1(a) and will, from that date, no longer have any entitlement to the provisions of clause 103.1(b).
- (e) For the purposes of clause 103.1(d) changed circumstances includes:
- (i) where an employee who is married or is living in a de facto relationship becomes legally separated or divorced from their spouse or de facto spouse; or
 - (ii) where an employee is single but later becomes married or enters into a de facto relationship; or
 - (iii) where the employee's spouse and/or dependent(s) no longer receives or is entitled to a fare(s) on recreation leave through another source.
- (f) Notwithstanding the provisions of clauses 103.1(a), 103.1(b), 103.1(c) and 103.1(d), an employee recruited on or after 1 August 1987 is not entitled to:
- (i) an on-appointment airfare; or
 - (ii) travelling time taken in conjunction with this airfare; or
 - (iii) any reimbursement for fares on leave and travelling time.

103.2 Allowance for Removal Expenses on Death or Retirement

An employee or their family will be paid reimbursement of expenses, pursuant to By-law 51.

103.3 Northern Territory Allowance (NTA)

103.4 An employee in receipt of Northern Territory Allowance on 4 July 2019 will be eligible to continue to receive the allowance as per PSEM By-law 26 and By-law 49, subject to

satisfying the annual review requirements. Applicable rates are outlined at Schedule 3.

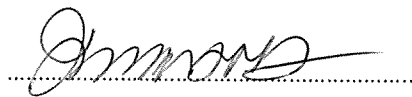
- 103.5 Where an employee who is eligible to receive the allowance under clause 103.4 ceases eligibility to the allowance, they shall not be eligible to recommence claiming the allowance for any future dependency purpose.

104 Day Command and Track Stations

- 104.1 There will be no changes to Day Command or Track Stations conditions of employment or staffing unless agreed by the union, the Commissioner and Director.

SIGNATORIES to the Northern Territory Public Sector Fire and Rescue Service 2021-2025 Enterprise Agreement

SIGNATURES




Adj Professor Joanne Norton

Acting Commissioner for Public Employment
Office of the Commissioner for Public Employment

Address: GPO Box 4371
DARWIN NT 0801

Dated: 6/10/23



~~Erin Early~~ Godfrey Moase
Director
~~Northern Territory Branch Secretary~~
United Workers Union

Address: ~~38 Woods Street~~ 833 Bourke Street,
~~DARWIN NT 0801~~ Docklands Vic 3008

Bargaining Representative of NTPS Fire Fighters

Dated: 05/10/2023

Schedule 1

Northern Territory Public Sector

Redeployment and Redundancy Provisions

1 Definitions

For the purposes of these provisions:

- (a) **potentially surplus employee** means an employee who has been declared by the CEO to be potentially surplus to the requirements of the agency under section 41 of the PSEM Act.
- (b) **service** means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transferee as defined in accordance with By-Law 45.1 of the PSEM Act.
- (c) **suitable employment** means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities.
- (d) **surplus employee** means an employee in relation to whom the CEO has requested that the employer exercise their powers under section 43 of the PSEM Act.
- (e) **union** means a trade union as defined in the FW Act and which is covered by this Agreement.

2 Consulting Relevant Unions

- 2.1 The CEO will make reasonable attempts to establish whether a potentially surplus employee is a union member and where union membership is established, must:
 - (a) notify the relevant union of the potentially surplus situation and the name of the employee; and
 - (b) invite the union to meet with an agency representative in relation to the situation.
- 2.2 The employer and/or CEO will provide relevant unions with the number of potentially surplus employees, their agency and their designation.

3 Finding of Other Suitable Employment

- 3.1 The employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.
- 3.2 In addition to any other action the employer and/or the CEO may have taken in the period before notice is given in accordance with clauses 4 or 5, the employee and CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

- 3.3 Where other suitable employment for a potentially surplus employee or a surplus employee is identified the employee will be transferred. Where the transfer is to a lower level designation and salary, the written consent of the employee is required and the income maintenance provisions of clause 6.3 apply.

4 Voluntary Retrenchment

- 4.1 Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.
- 4.2 The surplus employee will have up to seven days from the date of a written offer of voluntary retrenchment to consider and accept the offer.
- 4.3 Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of four weeks notice from the date that the offer is accepted, or five weeks notice if the employee is over the age of 45 years.
- 4.4 The surplus employee may be retrenched at any time within the period of notice under clause 4.3, at the direction of the CEO or the request of the employee, in which case the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.
- 4.5 A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following weeks salary including, where applicable, Northern Territory allowance:
- (a) For an employee with at least one year but less than two years service: four weeks salary;
 - (b) For an employee with at least two years but less than three years service: six weeks salary;
 - (c) For an employee with between three years and three and a half years service: seven weeks salary; and
 - (d) For an employee with greater than three and a half years service: two weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.
- 4.6 For the purpose of calculating payment under clause 4.5:
- (a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that the employee is a surplus employee, the salary level is the employee's salary in the employee's higher designation at the date of notification; and
 - (b) where an employee has been paid a loading (ie shiftwork payment) for shiftwork for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of "weeks salary".

- 4.7 The inclusion of allowances or loadings as salary, other than those specified in clause 4.6 will be at the discretion of the employer.
- 4.8 The entitlement under:
- (a) clause 4.3 constitutes notice for the purposes of section 117 of the FW Act; and
 - (b) clause 4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.
- 4.9 All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- 4.10 Subject to clause 4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.
- 4.11 A surplus employee who has a leave airfare entitlement under clause 103.1, is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependants. This entitlement is in lieu of removal and relocation expenses in clause 4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

5 Notice of Redundancy

- 5.1 A surplus employee cannot be given notice under this clause unless the employee has:
- (a) been offered a voluntary retrenchment and has declined that offer; or
 - (b) has requested a voluntary retrenchment and the employer has refused the request.
- 5.2 Subject to clause 5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:
- (a) the employee is entitled to 26 weeks formal notice of redundancy; or
 - (b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.
- 5.3 In addition to notice of redundancy under clause 5.2, a surplus employee must be given four weeks formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause 5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.
- 5.4 The period of notice under clause 5.3 constitutes notice for the purposes of section 117 of the FW Act.
- 5.5 The period of notice under clause 5.2 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

Example: A 50 year old employee with four years service has been given notice of redundancy. The employee will receive a total redundancy entitlement of 52 weeks, comprising 44 weeks notice of redundancy and the NES entitlement to eight weeks redundancy pay which will be paid on termination.

- 5.6 In accordance with clause 3.2, during the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.
- 5.7 With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 5.2 or 5.3 may request that the termination occur before the expiry date of the notice period. The date requested then becomes the date of termination of employment.
- 5.8 Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses 5.2 and 5.3.
- 5.9 A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 5.2 and 5.3 being invoked, is not entitled to receive a greater payment under clause 5.8 than the employee would have been entitled to receive had the employee been voluntarily retrenched.
- 5.10 For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 5.2 or 5.3 is entitled:
- (a) to reasonable leave with full pay; and
 - (b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

6 Transfer to Other Suitable Employment

- 6.1 A potentially surplus employee or a surplus employee is entitled to four weeks notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the four week notice period.
- 6.2 A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving their household to a new location if, in the opinion of the employer the transfer is necessary to enable the employee to take up suitable employment.
- 6.3 Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary the employee will be entitled to income maintenance payments as follows:
- (a) Where the period of notice of redundancy has already been invoked, the greater of:
 - (i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause 5.2; or
 - (ii) four weeks; or

- (b) Where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 5.2.
- 6.4 Income maintenance payments are calculated as follows:
- (a) An amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or
 - (b) where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which the employee received notice of the transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.
- 6.5 The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause 6.4(b) is at the discretion of the employer.
- 6.6 An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of the employee's transfer which in the opinion of the employer were brought about by the transfer.

7 Use of Accrued Personal Leave

- 7.1 Subject to clause 7.2 the periods of notice under clauses 5.2 and 5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.
- 7.2 For the purposes of an employee entitled to income maintenance under clause 6.3, the total extension permitted under clause 7.1 is capped at six months.

Example: A 50 year old employee with 10 years service receives notice of redundancy under clause 5.2(b). Ten weeks into the 52 week period of notice, the employee is transferred to a position of a lower designation and salary. The employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period the employee takes four weeks certificated personal leave, with the result that the total period of income maintenance ends up being 46 weeks.

8 Right of Review

- 8.1 A surplus employee will have a right of review to the Commissioner against any administrative decision made in relation to the employee's eligibility for benefits under these provisions or in relation to the amount of those benefits.
- 8.2 This right does not affect the employee's rights under the FW Act.

9 Substitution or Other Provisions

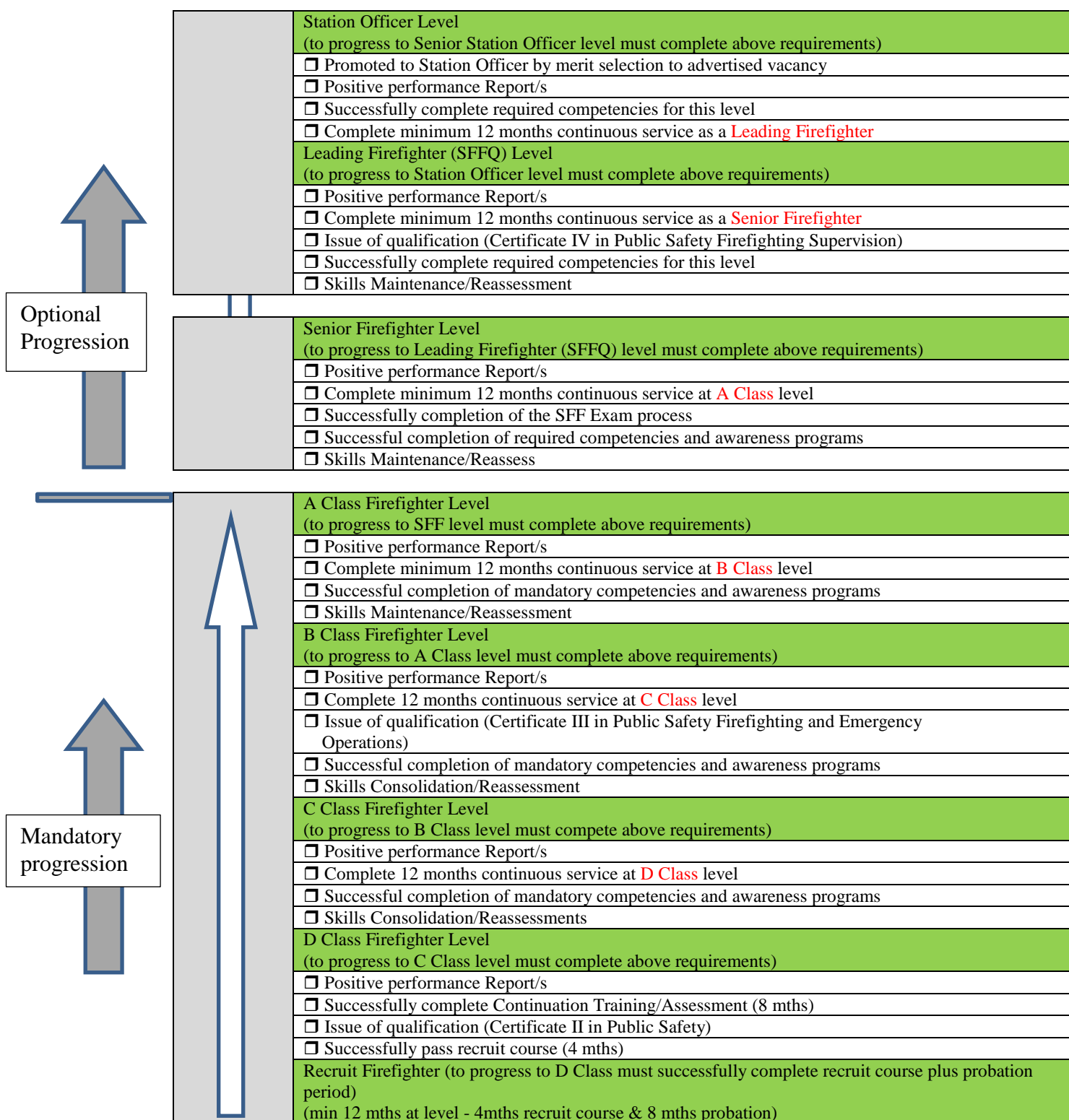
Where the employer and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to a potentially surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

10 Exemption

These provisions do not apply to fixed period or casual employees unless otherwise approved by the employer.

Schedule 2

NTFRS Career Path – Firefighter to Station Officer



Schedule 3

Salaries and Allowances

Rank	Previous salary rates effective 12/11/2020 \$p.a.	Salary rate effective 11/11/2021 \$p.a.	Salary rate effective 10/11/2022 \$p.a.	Salary rate effective 9/11/2023 \$p.a.	Salary rate effective 21/11/2024 \$p.a.
District Officer	\$137,176	\$141,291	\$145,530	\$149,896	\$154,393
Senior Station Officer	\$118,887	\$122,454	\$126,128	\$129,912	\$133,809
Station Officer	\$109,741	\$113,033	\$116,424	\$119,917	\$123,515
Leading Firefighter	\$100,596	\$103,614	\$106,722	\$109,924	\$113,222
Senior Firefighter	\$96,022	\$98,903	\$101,870	\$104,926	\$108,074
Firefighter Class A	\$91,451	\$94,195	\$97,021	\$99,932	\$102,930
Firefighter Class B	\$89,620	\$92,309	\$95,078	\$97,930	\$100,868
Firefighter Class C	\$79,562	\$81,949	\$84,407	\$86,939	\$89,547
Firefighter Class D	\$77,733	\$80,065	\$82,467	\$84,941	\$87,489
Recruit Firefighter - next 8 months	\$74,991	\$77,241	\$79,558	\$81,945	\$84,403
Recruit Firefighter - first 4 months	\$71,333	\$73,473	\$75,677	\$77,947	\$80,285

General Fire Fighting Allowance - 4%

Rank	Allowance rate effective 11/11/2021	Allowance rate effective 10/11/2022	Allowance rate effective 9/11/2023	Allowance rate effective 21/11/2024
District Officer	\$5,652	\$5,821	\$5,996	\$6,176
Senior Station Officer	\$4,898	\$5,045	\$5,196	\$5,352
Station Officer	\$4,521	\$4,657	\$4,797	\$4,941
Leading Firefighter	\$4,145	\$4,269	\$4,397	\$4,529
Senior Firefighter	\$3,956	\$4,075	\$4,197	\$4,323
Firefighter Class A	\$3,768	\$3,881	\$3,997	\$4,117
Firefighter Class B	\$3,692	\$3,803	\$3,917	\$4,035
Firefighter Class C	\$3,278	\$3,376	\$3,478	\$3,582
Firefighter Class D	\$3,203	\$3,299	\$3,398	\$3,500
Recruit Firefighter - next 8 months	\$3,090	\$3,182	\$3,278	\$3,376

Day Shift Allowance - 10%

Rank	Allowance rate effective 11/11/2021 \$p.a.	Allowance rate effective 10/11/2022 \$p.a.	Allowance rate effective 9/11/2023 \$p.a.	Allowance rate effective 21/11/2024 \$p.a.
District Officer	\$14,129	\$14,553	\$14,990	\$15,439
Senior Station Officer	\$12,245	\$12,613	\$12,991	\$13,381
Station Officer	\$11,303	\$11,642	\$11,992	\$12,352
Leading Firefighter	\$10,361	\$10,672	\$10,992	\$11,322
Senior Firefighter	\$9,890	\$10,187	\$10,493	\$10,807
Firefighter Class A	\$9,420	\$9,702	\$9,993	\$10,293
Firefighter Class B	\$9,231	\$9,508	\$9,793	\$10,087
Firefighter Class C	\$8,195	\$8,441	\$8,694	\$8,955
Firefighter Class D	\$8,007	\$8,247	\$8,494	\$8,749

Track Station Allowance - 10%

Rank	Allowance rate effective 11/11/2021 \$p.a.	Allowance rate effective 10/11/2022 \$p.a.	Allowance rate effective 9/11/2023 \$p.a.	Allowance rate effective 21/11/2024 \$p.a.
Senior Station Officer	\$12,245	\$12,613	\$12,991	\$13,381
Station Officer	\$11,303	\$11,642	\$11,992	\$12,352

Alice Springs Allowance - 5.2%

Rank	Allowance rate effective 11/11/2021 \$p.a.	Allowance rate effective 10/11/2022 \$p.a.	Allowance rate effective 9/11/2023 \$p.a.	Allowance rate effective 21/11/2024 \$p.a.
District Officer	\$7,347	\$7,568	\$7,795	\$8,028
Senior Station Officer	\$6,368	\$6,559	\$6,755	\$6,958
Station Officer	\$5,878	\$6,054	\$6,236	\$6,423
Leading Firefighter	\$5,388	\$5,550	\$5,716	\$5,888
Senior Firefighter	\$5,143	\$5,297	\$5,456	\$5,620
Firefighter Class A	\$4,898	\$5,045	\$5,196	\$5,352
Firefighter Class B	\$4,800	\$4,944	\$5,092	\$5,245
Firefighter Class C	\$4,261	\$4,389	\$4,521	\$4,656
Firefighter Class D	\$4,163	\$4,288	\$4,417	\$4,549
Recruit Firefighter - next 8 months	\$4,017	\$4,137	\$4,261	\$4,389

Allowance	Clause		Previous Allowance rates effective 12/11/2020	Allowance rate effective 11/11/2021	Allowance rate effective 10/11/2022	Allowance rate effective 9/11/2023	Allowance rate effective 21/11/2024
First Aid Allowance	24	p.wk	21.01	21.64	22.29	22.96	23.65
Outstation Relief Allowance	22	p.shift	42.56	43.84	45.16	46.51	47.91
Vehicle Allowance	22	p.shift	35.98	37.06	38.17	39.32	40.50
Unforeseen Short Period Transfer Allowance	23	p.shift	42.56	43.84	45.16	46.51	47.91
Satellite Instructor Allowance	25	p.hr	2.26	2.33	2.40	2.47	2.54
Urban Search and Rescue Allowance	26	p.a.	4,228	4,355	4,485	4,620	4,759
Major Aerial Appliance Operators Allowance	27	p.a.	1,727	1,779	1,832	1,887	1,944
Breathing Apparatus Maintenance Allowance	28	p.a.	1,824	1,879	1,935	1,993	2,053
Fire Investigator Allowance	29	p.a.	7,877	8,113	8,357	8,607	8,866
Industrial Paramedic Instructor Allowance	30	p.a.	2,649	2,728	2,810	2,895	2,981

Expense Related Allowance	Clause	Frequency	Rates Effective 1.1.2023 \$
Meal Allowance	20	per day	24.60
Remote Locality Electricity Subsidy	0		
Basic Entitlement			
Special Category		per annum	790
Category 1		per annum	1,578
Category 2		per annum	2,370
Category 3		per annum	3,162
Dependant/ After-Hours Rate			
Special Category		per annum	988
Category 1		per annum	1,976
Category 2		per annum	2,963
Category 3		per annum	3,953

Note:

- The expense related allowances contained in this Schedule 3 will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year. These allowances will not reduce if the Darwin Consumer Price Index is negative.

GRANDPARENTED NORTHERN TERRITORY ALLOWANCE (Clause 103.3)

Designation	NORTHERN TERRITORY ALLOWANCE					
	COMMENCED		COMMENCED on or before 31.7.87			
	on or after 1.8.87		By-law 26(9)		By-law 26(10)	
	Dependents		Dependents		Dependents	
	with	- w/o	with	- w/o	with	- w/o
	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.
District Officer	960	0	960	0	960	0
Senior Station Officer	960	0	1 269	309	1 472	532
Station Officer	960	0	1 350	390	1 553	613
Leading Firefighter	960	0	1375	415	1 578	638
Senior Firefighter	960	0	1 401	441	1 604	664
Firefighter Class A	960	0	1 419	459	1 622	682
Firefighter Class B	960	0				
Firefighter Class C	960	0				
Firefighter Class D	960	0				

Dear Commissioner Lim

FWC Matter No: AG2023/3643 – Application by the Commissioner for Public Employment

Northern Territory Public Sector Fire and Rescue Service 2021-2025 Enterprise Agreement

Written undertaking under section 190 of the *Fair Work Act 2009*

I, Joanne Norton, the Acting Commissioner for Public Employment give the following undertaking with respect to the *Northern Territory Public Sector Fire and Rescue Service 2021-2025 Enterprise Agreement*:

Casual and Part time employees are not employed under this Agreement.

I have authority to provide this undertaking in relation to the application before the Fair Work Commission.

This undertaking is to provide clarity that whilst casuals and part time provisions are mentioned as part of the common clauses across the Northern Territory Public Sector, no casual or part time employees are employed under the *Northern Territory Public Sector Fire and Rescue Service 2021-2025 Enterprise Agreement*.

A handwritten signature in black ink, appearing to read 'Joanne Norton', with a stylized, cursive script.

Adj Professor JOANNE NORTON
Acting Commissioner for Public Employment

Date 18 October 2023