

# Northern Territory Public Sector Enterprise Award 2016

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## Part 1—Application and Operation

### 1. Title and commencement

- 1.1 This award is the *Northern Territory Public Sector Enterprise Award 2016*.
- 1.2 This award commences on 19 August 2016.
- 1.3 This award supersedes the awards listed in Schedule L—Relationship with Other Awards. The replacement of the predecessor awards by this award does not affect any right or liability that a person acquired, accrued or incurred under a predecessor award.
- 1.4 Schedule A – Definitions sets out definitions that apply in this award.
- 1.5 The monetary obligations imposed on the employer by this award may be absorbed into overaward payments. Nothing in this award requires the employer to maintain or increase any overaward payment.
- 1.6 The making of this award is not intended to result in a reduction in take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. The National Employment Standards and this award

- 2.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.
- 2.3 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

### 3. Coverage

#### 3.1 Enterprise

The enterprise to which this modern award relates is the enterprise that constitutes the Northern Territory Public Sector (NTPS) as provided under the *Public Sector Employment and Management Act 1993* (NT) (PSEM Act).

**3.2 Employer**

This award covers the Commissioner as defined under the PSEM Act in respect of employees employed in NTPS employment.

**3.3 Employees**

This award covers NTPS employees in the classifications listed in clauses 10.3 and 10.4 and Schedule M—Power and Water of this award, to the exclusion of any other modern award.

**4. Award flexibility**

**4.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

**4.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

**4.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**4.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;

- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**4.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**4.6** Except as provided in clause 4.4(a), the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**4.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**4.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

Note: if any of the requirements of s.144(4) of the *Fair Work Act 2009* (Cth) (the Act), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the Act).

**4.9** The right to make an agreement pursuant to clause 4 is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **5. Facilitative provisions**

**5.1** This award contains facilitative provisions which allow agreement to be reached between the employer and employees on how specific award provisions are to apply at the workplace level. The facilitative provisions are identified in clause 5.3.

**5.2** The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the particular provision should be applied in practice.

**5.3** The following facilitative provisions can be utilised upon agreement between the employer and the majority of employees affected in the workplace, provided that the agreement complies with clause 5.4(a):

Clause Number	Subject Matter
8.2(b)(iv)	Accrued day off system
8.2(c)(iv)	Ordinary hours of duty performed on six days of the week, Monday to Saturday inclusive
H.4.2	Span of ordinary hours – day workers of the Fire and Rescue Service
M.14.2	Annual overtime allowance

**5.4** The following conditions apply to the use of facilitative provisions:

- (a) if one or more affected employees is a member of a relevant union, the employee may be represented by the union in meeting and conferring with the employer about the implementation of the facilitative provisions. The union must be given a reasonable opportunity to participate in the negotiations regarding the proposed implementation of a facilitative provision. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements;
- (b) any agreement between an employer and a majority of employees must be recorded in writing.

## Part 2—Types of Employment and Classifications

### 6. Types of employment

**6.1** The PSEM Act specifies the basis of engagement for an employee covered by this award (see s.29(3) of the PSEM Act which provides for employment on an ongoing, fixed period or casual basis).

**6.2** Employees can be employed on either a full-time, part-time or casual basis.

#### **6.3 Full-time employment**

A full-time employee is an employee who works the ordinary hours of work set out in clause 8.2(b)(i) (day workers) or 8.4(c)(i) (shiftworkers) of this award.

#### **6.4 Part-time employment**

- (a) A part-time employee is an employee who works an agreed number of regular hours that is less than the ordinary hours of work applicable to an equivalent full-time employee under this award.
- (b) Part-time employees will receive, on a pro rata basis, equivalent pay and conditions to those of full-time employees engaged for the same kind of work and classification. In relation to expense related allowances, the employee will receive entitlements specified in the relevant clauses of this award.

- (c) An employee engaged on a full-time basis will not be required to convert to part-time employment nor to transfer without their consent to enable part-time employment.
- (d) Before part-time duty commences, the employer will issue a notice in writing to the employee which will specify:
  - (i) the agreed weekly ordinary hours of duty;
  - (ii) duration of the agreement (where applicable); and
  - (iii) the pattern of hours to be worked including starting and finishing times for employees other than shiftworkers, on each or any day of the week, within the limits of the span of hours specified for an equivalent full-time employee.
- (e) Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing under clause 6.4(d) will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to full-time hours unless a further period of part-time employment is approved.
- (f) The agreed weekly hours and the pattern of hours specified in clause 6.4(d) will not be varied, amended or revoked without the consent of the employee. Any agreed variation to the regular pattern of hours will be recorded in writing.
- (g) A part-time employee may be required to work reasonable additional hours in excess of the employee's agreed hours of work. Payment in relation to additional hours of work, including overtime, will be in accordance with clause 15- Overtime of this award.
- (h) Subject to clause 6.4(i), a regular part-time employee will be paid a minimum of:
  - (i) two hours pay on any day they work where the hours of full-time employees engaged for the same kind of work and classification are 36.75 per week; or
  - (ii) four hours pay on any day they work where the hours of full-time employees engaged for the same kind of work and classification are 38 per week.
- (i) Clause 6.4(h) does not apply to:
  - (i) Assistant Teacher, Classroom Teacher, and Senior Teacher;
  - (ii) Medical Officer;
  - (iii) Port Service Worker;
  - (iv) Port Administrative Officer and Senior Port Administrative Officer;
  - (v) Power and Water – all classifications.

## 6.5 Casual employment

(a) An employee engaged on a casual basis will be paid the hourly pay rate for their classification in clauses 10.3, 10.4 and Schedule M – Power and Water.

### (b) Casual loading

Subject a schedule to this award which may provide otherwise, in addition to the ordinary hourly rate and penalty rates payable for shift, weekend and public holiday work payable to full-time employees, casual employees will be paid a loading of 25% of the ordinary hourly rate for the classification in which they are employed. The loading is in lieu of paid leave entitlements (other than long service leave), notice of termination of employment and redundancy benefits, and public holidays.

## 7. Classifications

### 7.1 Appropriate classification

(a) In accordance with sections 13(a), 13(g) and 14(2) of the PSEM Act, the job evaluation system and designations applied in the NTPS are determined by the Commissioner. Assessment of the appropriate structures and levels will be consistent with the job evaluation system applied in the NTPS for the following classifications contained in clause 10 – Minimum pay rates and Schedule M – Power and Water:

(i) Administrative Officer – AO1 to AO7, SAO1 and SAO2

(ii) Executive Officer – EO2 and EO3

(iii) Professional – P1 to P3, SP1 and SP2

(iv) Technical – T1 to T6

(v) Nurses and Midwives – N3 to N8

(vi) Senior Teacher – ST1 to ST8

(vii) Power and Water classifications:

- Administrative Officer levels 1 to 8
- Senior Technical officer levels 1 to 5
- Technical levels 1 to 4
- Professional levels 1 to 5

(viii) Port Administrative Officer (PAO3) and Senior Port Administrative Officer (SPA02)

(b) Classification definitions for Nurse 1 and Nurse 2, see Schedule F.

- (c) Classification and corresponding designation definitions for Medical Officer Level 1 to Medical Officer Level 24, see Schedule G.
- (d) Classification definitions for Assistant Teacher and Classroom Teacher, see Schedule I.
- (e) In accordance with sections 13(a), 13(g) and 14(2) of the PSEM Act, assessment of the appropriate structures and levels for classifications under this award, other than those listed in clauses 7.1(a) to (d) , will be consistent with the relevant Work Level Standards (WLS) as determined by the Commissioner. Any proposed variation to the WLS will be subject to consultation in accordance with clause 25.

## Part 3—Hours of Work

### 8. Ordinary hours of work and rostering

8.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

#### 8.2 Ordinary hours of work – day workers

(a) **Definition**

A day worker is an employee who is not defined as a shiftworker.

(b) **Hours**

(i) The ordinary hours of work for a full-time employee will be as follows:

<b>Classification</b>	<b>Employed in (Agency)</b>	<b>Hours per week</b>
Administrative Officer and Senior Administrative Officer	All Agencies	36.75
Executive Officer	All Agencies	36.75
Physical	Department of Health	38
	Department of Children and Families	38
	Any Agency where a Physical employee is governed by employment conditions in Schedule D – Class of work/designation-Physical	38
	Other (excluding Power and Water)	36.75
	Power and Water	37.5

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<b>Classification</b>	<b>Employed in (Agency)</b>	<b>Hours per week</b>
Professional Officer and Senior Professional Officer	Department of Health	38
	Other	36.75
Technical / Senior Technical	Department of Health	38
	Other	36.75
Aboriginal and Torres Strait Islander Health Practitioner	Department of Health	38
Dental Officers – all classifications	Department of Health	36.75
Fire and Rescue Service – all classifications	Department of Police, Fire and Emergency Services	38
Medical Officers	Department of Health	38
Nurses and Midwives – all classifications	Department of Health	38
Port Administrative Officer and Senior Port Administrative Officer	Department of Transport	36.75
Port Service Worker	Department of Lands, Planning and Environment	38
Teachers and Educators – all classifications	Department of Education	36.75

**(ii)** Subject to a schedule to this award which may provide otherwise and clause 8.2(b)(iii), the ordinary hours of work in clause 8.2(b)(i) may be averaged over a period of up to 28 days or the employee's roster cycle (whichever is longer), arranged according to the requirements of the particular Agency.

**(iii)** Clause 8.2(b)(ii) does not apply to:

- Assistant Teacher, Classroom Teacher, Senior Teacher
- Administrative Officer and Senior Administrative Officer
- Executive Officer
- Dental Officers – all classifications
- Port Service Worker, Port Administrative Officer and Senior Port Administrative Officer
- Professional employed as an Engineer
- Power and Water – all classifications

(iv) Subject to the provisions of clause 5 – Facilitative provisions, an accrued day off (ADO) system of work may be implemented for employees. Where implemented, the ordinary hours of work will be 38 hours per week and the following will apply:

- an employee will be entitled to accumulate up to five accrued days resulting from working no more than 19 days in a four week period of 152 hours;
- where an employee is entitled to an ADO in accordance with this clause, ADOs will be taken within 12 months of the date on which the first full ADO accrued; and
- an employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.

**(c) Span of hours – day workers**

(i) Clause 8.2(c)(ii) does not apply to Assistant Teachers, Classroom Teachers and Senior Teachers.

(ii) The ordinary hours of work may be worked between:

<b>Span of hours</b>	<b>Employed in Agency and/or Classification</b>
6.00 a.m. to 5.30 p.m., Monday to Friday	Department of Health employees – except for Administrative Officers  Nurses and Midwives – all classifications  Medical Officers – all classifications
7.00 a.m. to 5.30 p.m., Monday to Friday	Fire and Rescue Service – all classifications  Power and Water – Physical employees
7.30 a.m. to 5.30 p.m., Monday to Friday	Department of Health – Administrative Officers / Senior Administrative Officers  School-based Administrative Officers – see clause 8.3  Power and Water – Administrative Officer / Professional / Technical  All other employees not otherwise listed herein

(iii) Ordinary hours must be worked continuously, except for meal breaks.

(iv) Subject to the provisions of clause 5– Facilitative provisions, the ordinary hours of duty in clause 8.2(b)(i) may be worked on six days of the week Monday to Saturday inclusive. Where such work arrangements are implemented:

- 8.2.c.iv.1. the span of hours will be: Monday to Friday as per span in clause 8.2(c)(ii) applicable to the group of employees immediately before commencing ordinary hours of work on six days of the week, and 7.30 a.m. to 1.00 p.m. Saturday;

8.2.c.iv.2. the employer will issue a notice in writing to the employees affected which will specify the span of hours.

- (v) Clause 8.2(c)(iv) does not apply to:
- Power and Water – all classifications
  - Fire and Rescue Service – all classifications

### **8.3 School-based Administrative Officers – special provisions**

#### **(a) Ordinary hours of work – school hours**

- (i) The nominal ordinary hours of work per week and span will be as per clause 8.2(b)(i) and clause 8.2(c)(ii).
- (ii) The normal hours of work for school-based Administrative Officers, excluding home liaison officer and truancy officer, will be 6.25 hours per day, i.e. school hours, and will not be extended on any day except in special circumstances where the school principal may require that an employee or employees perform additional duty for a specific purpose.

### **8.4 Ordinary hours of work – shiftwork**

- (a) Clause 8.4 does not apply to Power and Water – all classifications. See Schedule M – Power and Water for applicable provisions.

#### **(b) Definition**

Shiftworker is defined in Schedule A– Definitions of this award.

#### **(c) Hours**

- (i) The ordinary hours of duty of employees required to work shift will be 38 per week, or an average of 38 hours over a cycle of shifts.
- (ii) For shiftworkers employed in the Department of Health employees (all classifications) and Physical employees employed to perform the duties of a school maintenance officer or Physical employees employed in the provision of residential out-of-home care services in the Department of Children and Families, the ordinary hours of duty will be worked on any day in shifts of eight hours which will include a paid meal break of 30 minutes. Provided that except at the regular changeover of shifts, an employee will not be required to work more than one ordinary duty shift in each 24 hours.

#### **(d) Rostered day off falls on public holiday**

- (i) Where, in a cycle of shifts on a regular roster, a shiftworker is required to perform rostered duty on each of the days of the week, and a public holiday occurs on a day on which the employee is rostered off duty, that employee will be granted, if practicable within one month of the holiday,

a day's leave in lieu of that holiday. Where it is not practicable to grant a day off, the employee will be paid one day's pay at their ordinary rate.

**(e) Rosters**

**(i)** Subject to a schedule to this award which may provide otherwise, there will be a roster of shifts, which will:

- provide for rotation unless otherwise agreed in writing by the majority of employees and the employer;
- provide for not more than eight shifts to be worked in any nine consecutive days;
- specify the commencing and finishing times of ordinary working hours of the respective shifts; and
- subject to clause 8.4(f), not be changed until after four weeks' notice.

**(f) Notice of change in roster – general provisions**

**(i)** Subject to clauses 8.4(f)(ii) and 8.4(g) and unless a schedule to this award provides otherwise, an employee will be given a regular starting and ceasing time for each day, which should not be changed unless at least seven days' notice is given or the employee has genuinely agreed to a lesser period, and no alteration should be made during the currency of the week in which the notice is given.

**(ii)** Notice of change in rostered hours of duty under clause 8.4(f)(i) will not apply where an Agency did not have seven days' notice of an employee's absence for reasons related to sickness or absence of an employee.

**(g) Agency specific - Notice of change in roster**

**(i)** Clause 8.4(g) applies to:

- Department of Health employees
- Physicals employed to perform the duties of school maintenance officer in the Department of Education
- Physicals employed in the provision of residential out-of-home care services in the Department of Children and Families

**(ii)** Provided that where, for reasons other than the sickness or absence of an employee, of which the Agency did not have seven days' notice, the Agency finds it essential to require an employee without a least seven days' notice, and to perform ordinary duty at other than the rostered hours of duty on any day, payment to that employee will be made at the:

- appropriate overtime rate for duty performed outside the rostered hours of duty, and
- at the usual rate for that portion of the duty which falls within the rostered shift.

- (iii) Payment of the penalty rate as prescribed in clause 8.4(g) will be continued for each change of shift until such time as the employee has received seven days' notice of change of shift.

## **8.5 Split shifts**

- (a) Clauses 8.5(b) to (d) apply to Physical employees employed in the designation of Driver.
- (b) An employee may be rostered to work ordinary hours in up to two periods of duty, exclusive of rest breaks. The two periods of work combined for ordinary hours will not exceed eight hours and will be completed on any one day within 12 hours of commencing duty.
- (c) An employee on split shifts will be paid rates as follows:
  - (i) For all time worked within a span of 9½ hours, ordinary time.
  - (ii) For all time worked outside a span of 9½ hours up to 11 hours, time and a half.
  - (iii) For all time worked outside a span of 10½ hours up to 12 hours, double time.
  - (iv) The span of hours in clauses 8.5(c)(i), 8.5(c)(ii) and 8.5(c)(iii) includes the non-working period between portions of a split shift.
- (d) All authorised duty performed on any day after eight hours has been worked will be paid in accordance with the overtime rates in clause 15 - Overtime. For the purpose of calculating time worked, a non-working period separating periods of a split shift will not be included
- (e) Notwithstanding the provisions of clause 8.4 – Ordinary hours of work - shiftwork, the ordinary hours of duty of Physical employees employed as catering assistants and other members of kitchen staff in the Tennant Creek Hospital who are required, disregarding meal breaks, to perform two separate periods of duty on any day, will not exceed 7.5 hours on any day and will be completed on any one day within 12 hours of commencing duty.

## **9. Breaks**

**9.1** Clause 9 does not apply to Power and Water – all classifications. See Schedule M – Power and Water for applicable provisions.

### **9.2 Meal and rest breaks**

- (a) **Unpaid meal breaks**
  - (i) Subject to a schedule or clause in this award that may provide otherwise, an employee will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes each day.

- (ii) An employee will not be required to work for more than five hours continuously without a meal break, provided that, for all authorised work performed after five hours continuous duty without a meal break and until a meal break is allowed, an employee will be paid at the rate of time and a half.
- (iii) Clause 9.2(a)(ii) will apply during periods of overtime except that payment will continue at overtime rates for authorised duty beyond five hours.

**(b) Paid rest (tea) breaks**

- (i) Clause 9.2(b) applies to employees in the following classifications or Agency:
  - Port Service Worker, Port Administrative Officer, Senior Port Administrative Officer
  - Department of Health employees
  - Physical employees whose conditions of employment are governed by Schedule D – Class of work/designation – Physical
  - Physical employees in the Department of Education employed to perform duties of school maintenance officer
  - Physicals employed in the provision of residential out-of-home care services in the Department of Children and Families
- (ii) Employees will be permitted at times suitable to the agency two 15 minute breaks per day. The period of such breaks will be regarded for all purposes as time on duty and employees will not be at liberty to leave the workplace.

**(c) Crib breaks**

- (i) Clause 9.2(c) applies to employees in the following classifications or Agency:
  - Port Service Worker and Port Administrative Officer
  - Department of Health employees
  - Physical employees whose conditions of employment are governed by Schedule D – Class of work/designation – Physical
  - Physical employees in the Department of Education employed to perform the duties of school maintenance officer
  - Physicals employed in the provision of residential out-of-home care services in the Department of Children and Families
- (ii) An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues to work after crib time.

- (iii) Where a day worker is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10.00 a.m. and 1.00 p.m. be paid at ordinary rate.
- (iv) Unless the period of overtime is less than one and a half hours an employee, before starting overtime after working ordinary hours, shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. The employer and employee may agree to a variation of this provision to meet the circumstances of the work but the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

## Part 4—Wages and Allowances

### 10. Minimum pay rates

#### 10.1 Payment of wages

- (a) Unless otherwise agreed between the employer and the majority of employees in an Agency, employees will be paid fortnightly.
- (b) Fortnightly pay will be calculated based on the following formula:

$$\text{Fortnightly Pay} = \frac{\text{Annual Salary} \times 12}{313}$$

- (c) On termination of employment, monies due to an employee under this award will be paid as soon as practicable by electronic funds transfer or by posting a cheque to the former employee's last known address.
- (d) **Agency specific - Waiting time**

Clause 10.1(d)(i) applies to Physical employees whose conditions of employment are governed by Schedule D – Class of work/designation - Physical, Department of Health employees and all classifications contained in Schedule M – Power and Water.

- (i) An employee who works on a regular pay day and who is not paid salary via the usual method of payment on that day shall be paid waiting time from close of business on that day at his/her ordinary rate of pay until the time of actual payment, subject to:
  - not more than eight hours' pay will accrue in respect of any 24 hours of waiting;
  - if the delay is caused by circumstances beyond the control of the employer, no such waiting time will be paid.

## 10.2 Annual and hourly pay rates

- (a) Employees performing work within the classifications listed in clause 10- Minimum pay rates, will be paid not less than the annual rate applicable to the employee’s classification.
- (b) Minimum hourly rates of pay will be calculated based on the following formula:

$$\text{Hourly pay rate} = \frac{\text{Fortnightly Pay}}{(\text{ordinary weekly hours for the applicable classification} \times 2)}$$

## 10.3 NTPS classifications

- (a) The minimum annual pay rate for an adult employee performing work in the following classifications is set out in the following table:

<b>Classification Level</b>	<b>Annual Pay Rate (\$)</b>
<b>ADMINISTRATIVE/EXECUTIVE OFFICERS</b>	
Administrative Officer 1 (AO1)	38,285
Administrative Officer 2 (AO2)	41,560
Administrative Officer 3 (AO3)	45,043
Administrative Officer 4 (AO4)	47,932
Administrative Officer 5 (AO5)	54,834
Administrative Officer 6 (AO6)	58,889
Administrative Officer 7 (AO7)	66,105
School-based Administrative Officer – see clause K.2	92% of respective salary for the applicable classification
Senior Administrative Officer 1 (SAO1)	70,048
Senior Administrative Officer 2 (SAO2)	80,950
Executive Officer 2 (EO2)	87,302
Executive Officer 3 (EO3)	93,664
<b>PROFESSIONAL Employees</b>	
Professional 1 (P1)	43,643
Professional 2 (P2)	57,967
Professional 3 (P3)	71,660
Senior Professional 1 (SP1)	83,086
Senior Professional 2 (SP2)	95,850
<b>PHYSICAL Employees</b>	
Physical 1 (PH1)	36,458
Physical 2 (PH2)	38,264

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<b>Classification Level</b>	<b>Annual Pay Rate (\$)</b>
Physical 3 (PH3)	39,172
Physical 4 (PH4)	40,860
Physical 5 (PH5)	42,366
Physical 6 (PH6)	44,717
Physical 7 (PH7)	47,009
Physical 8 (PH8)	49,161
Physical 9 (PH9)	51,993
<b>TECHNICAL Employees</b>	
Technical 1 (T1)	39,242
Technical 2 (T2)	45,518
Technical 3 (T3)	49,952
Technical 4 (T4)	55,582
Technical 5 (T5)	61,143
Technical 6 (T6)	66,165

**10.4 Agency specific classifications**

- (a) The minimum annual pay rate for an adult employee performing work in the following classifications is set out in the following table:

<b>Classification Level</b>	<b>Annual Pay Rate (\$)</b>
<b>ABORIGINAL AND TORRES STRAIT ISLANDER HEALTH PRACTITIONER (ATSIHP)</b>	
ATSIHP Class 1	36,457
ATSIHP Class 2	42,052
ATSIHP Class 3	55,097
ATSIHP Class 4	65,592
ATSIHP Class 5	72,588
ATSIHP Class 6	82,209
<b>DENTAL OFFICER</b>	
Dentist 1	67,073
Dentist 2	70,210
Dentist 3	73,495
Senior Dentist	81,282
Dentist Manager	94,138

<b>Classification Level</b>	<b>Annual Pay Rate (\$)</b>
Clinical Manager	106,736
Principal Dental Advisor	115,439
<b>FIRE AND RESCUE SERVICE</b>	
Recruit (first 3 months)	44,862
Recruit (successive 9 months)	47,163
Firefighter Class D	48,889
Firefighter Class C	50,039
Firefighter Class B	56,366
Firefighter Class A	57,516
Senior Firefighter	60,392
Leading Firefighter	63,268
Station Officer	66,143
Senior Station Officer	74,771
District Officer	86,274
<b>MEDICAL OFFICERS</b>	
Medical Officer Level 1	51,955
Medical Officer Level 2	58,093
Medical Officer Level 3	61,148
Medical Officer Level 4	63,862
Medical Officer Level 5	66,389
Medical Officer Level 6	67,874
Medical Officer Level 7	70,753
Medical Officer Level 8	72,944
Medical Officer Level 9	75,139
Medical Officer Level 10	77,649
Medical Officer Level 11	80,155
Medical Officer Level 12	82,671
Medical Officer Level 13	85,299
Medical Officer Level 14	86,762
Medical Officer Level 15	88,926
Medical Officer Level 16	89,097
Medical Officer Level 17	91,912
Medical Officer Level 18	92,863

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<b>Classification Level</b>	<b>Annual Pay Rate (\$)</b>
Medical Officer Level 19	98,093
Medical Officer Level 20	102,248
Medical Officer Level 21	110,598
Medical Officer Level 22	113,483
Medical Officer Level 23	115,688
Medical Officer Level 24	119,295
<b>NURSES AND MIDWIVES</b>	
Pupil Nurse	35,751
Nurse 1 (Enrolled Nurse) (N1)	
N1 Year 1	40,267
N1 Year 2	41,514
N1 Year 3	42,802
N1 Year 4	44,128
N1 Year 5	45,518
Nurse 2 / Student Midwife (N2)	
N2.1	45,518
N2.2	47,968
N2.3	50,419
N2.4	52,869
N2.5	55,725
N2.6	57,869
N2.7	60,220
Nurse 3 (N3)	
N3.1	62,734
N3.2	65,244
N3.3	67,028
Nurse 4 (N4)	
N4.1	69,811
N4.2	72,254
N4.3	75,001
Nurse 5 (N5)	
N5.1	76,876

<b>Classification Level</b>	<b>Annual Pay Rate (\$)</b>
N5.2	80,103
Nurse 6 (N6)	
N6.1	84,510
N6.2	87,890
Nurse 7 (N7)	
N7.1	94,938
N7.2	98,342
Nurse 8 (N8)	
N8.1	102,265
N8.2	105,693
<b>PORT SERVICES</b>	
Port Administrative Officer 3 (PAO3)	44,888
Senior Port Administrative Officer 2 (SPAO2)	81,766
Port Service Worker 1 (PSW1)	38,985
Port Service Worker 2 (PSW2)	40,860
Port Service Worker 4 (PSW4)	44,653
Port Service Worker 5 (PSW5)	49,257
<b>TEACHERS AND EDUCATORS</b>	
Assistant Teacher	
Assistant Teacher Level 1 (AT1)	38,344
Assistant Teacher Level 2 (AT2)	40,770
Assistant Teacher Level 3 (AT3)	43,098
Assistant Teacher Level 4 (AT4)	44,968
Assistant Teacher Level 5 (AT5)	46,451
Classroom Teacher	
Classroom Teacher 1 (CT1)	47,932
Classroom Teacher 2 (CT2)	50,337
Classroom Teacher 3 (CT3)	52,741
Classroom Teacher 4 (CT4)	55,144
Classroom Teacher 5 (CT5)	57,549
Classroom Teacher 6 (CT6)	61,529
Classroom Teacher 7 (CT7)	63,933

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<b>Classification Level</b>	<b>Annual Pay Rate (\$)</b>
Classroom Teacher 8 (CT8)	66,338
Classroom Teacher 9 (CT9)	68,741
Senior Teacher	
Senior Teacher 1 (ST1)	76,036
Senior Teacher 2 (ST2)	79,047
Senior Teacher 3 (ST3)	84,015
Senior Teacher 4 (ST4)	86,393
Senior Teacher 5 (ST5)	92,364
Senior Teacher 6 (ST6)	95,283
Senior Teacher 7 (ST7)	98,658
Senior Teacher 8 (ST8)	103,051

- (b) For classifications and salary rates applicable to Power and Water employees, see Schedule M – Power and Water.

**10.5 Juniors**

- (a) Clause 10.5 does not apply to Power and Water – all classifications. See Schedule M – Power and Water for applicable provisions.
- (b) Clause 10.5(c) does not apply to junior employees engaged in designations listed in and whose conditions of employment are governed by Schedule D— Class of work/designation - Physical and Department of Health employees.
- (c) Employees who are younger than 21 years of age, who are not an apprentice or trainee, and who are employed in the classifications of:
- (i) Administrative Officer 1;
  - (ii) Technical 1;
  - (iii) Technical 2;
  - (iv) Physical 2; and
  - (v) Physical 3;

will be entitled to a percentage of the applicable adult minimum annual pay rate for the classification as follows:

Under 18 years	60%
At 18 years	70%
At 19 years	81%
At 20 years	91%

(d) The applicable junior rates for employees whose conditions of employment are governed by Schedule D – Class of work/designation - Physical will be as follows:

(i) Subject to clause 10.5(d)(ii), employees who are younger than 21 years of age, who are not an apprentice or trainee, and who are employed in the Physical 1 classification will be entitled to a percentage of the applicable adult minimum annual pay rate as follows:

Age	Percentage of Physical 1 Annual Pay Rate
Under 18 years	55%
At 18 years	65%
At 19 years	78.5%
At 20 years	93%

(ii) A junior employee who maintains dependents will be paid the applicable percentage or the weekly minimum adult wage determined by the Commissioner, whichever is the greater.

#### 10.6 Apprentice minimum wages

(a) Clause 10.6 does not apply to Power and Water – all classifications. See Schedule M – Power and Water for applicable provisions.

#### (b) Junior Apprentice minimum wages

Apprentices, other than adult apprentices or apprentices with dependents, will be paid the percentages of the minimum wage rate for the Physical 4 (PH4) classification in clause 10.3 as set out in the following table:

Relevant attribute of the person at the time of entering into a training agreement as an apprentice		
Length of service as an apprentice	Not completed Year 12	Completed Year 12
	%	%
1 <sup>st</sup> year of service	50	55
2 <sup>nd</sup> year of service	60	65
3 <sup>rd</sup> year of service	75	75
4 <sup>th</sup> year of service	88	88

#### (c) Adult apprentice and apprentice with dependents minimum wages

An adult apprentice, and an apprentice who maintains dependents, will be paid not less than the weekly minimum adult wage determined by the Commissioner, or the rate prescribed by clause 10.6(b) for the relevant year of the apprenticeship, whichever is the greater.

(d) A person employed under this award immediately prior to entering into a training agreement as an adult apprentice with the employer must not suffer a

reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in the NTPS for at least six months as a full-time employee or 12 months as a part-time or casual employee immediately prior to commencing the apprenticeship. For the purposes only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 10.3 or 10.4 (as applicable) in which the adult apprentice was engaged immediately prior to entering into the training agreement.

- (e) Apprentices undertaking trade training consistent with their apprenticeship training requirements or indentures will do so without loss of pay. All fees for prescribed courses and prescribed textbooks, paid by apprentices will be reimbursed, subject to satisfactory progress.

#### **10.7 National training wage**

For an employee undertaking a traineeship, see Schedule C.

#### **10.8 Supported wage system**

Salary payments for employees with a disability, see Schedule B.

#### **10.9 Increments**

- (a) Clause 10.9 does not apply to Power and Water – all classifications. See Schedule M – Power and Water for applicable provisions.
- (b) Medical Officer pay progression and advancement, see Schedule G – Medical Officers.
- (c) Nurse 1 (Enrolled Nurse) pay progression and advancement, see Schedule F
- (d) For the following classifications and subject to clause 10.9(f), an employee will be entitled to progress one pay point within the pay scale for the employee's classification after 12 months continuous service, or after 12 months broken service in the preceding 24 months, at a particular pay point:
  - (i) Dentist level 1 to Dentist level 3
  - (ii) Nurses and Midwives - N2, N3, N4, N5, N6, N7 or N8
  - (iii) Classroom Teacher level 1 to level 4
  - (iv) Classroom Teacher level 6 to level 9
- (e) Incremental progression for Classroom Teacher level 5 to Classroom Teacher level 6 will be subject to an assessment in accordance with clause I.2.2(f) – Classroom Teacher Level 6 (CT6).
- (f) This incremental progression is subject to:
  - (i) an employee demonstrating satisfactory performance over the period; and

- (ii) the Chief Executive Officer not having withheld an increment from an employee on the basis that the employee has failed to meet identified performance target or work outcomes as required and has failed to attain new and/or enhanced skills required of an acceptable standard of work performance where a performance management and development procedure is in place.
- (g) Senior Teacher levels 1 – 8 represent direct promotional salary points within the classification structure contained in this award.
- (h) An employee under 21 years of age in a classification in which age rates are payable will progress in accordance with the age rates specified, unless (where applicable) the employee must comply with a condition of advancement determined by the Commissioner.
- (i) An employee who is promoted on an ongoing basis will have included for incremental purposes any previous period during which the employee performed higher duties at the new classification level or a higher classification than the new classification level.

#### **10.10 Higher duties**

- (a) Clause 10.10 does not apply to Fire and Rescue Service - all classifications. See Schedule H—Fire and Rescue Service employees for applicable provisions.
- (b) Clause 10.10 does not apply to Power and Water – all classifications. See Schedule M—Power and Water for applicable provisions.
- (c) Where an employee has been directed to temporarily perform duties at a higher classification level the following provisions apply:
  - (i) **Higher duties allowance**
    - An employee directed to perform all or part of the duties of a higher classification will be paid an allowance equal to the difference between the employee’s substantive designation salary and the salary the employee would receive if promoted to the higher classification, or an alternative amount determined by the employer where partial performance is directed.
    - An employee under 21 years of age who is paid an age rate and is directed to perform all or part of the duties of a higher classification will be paid an allowance equal to the difference between the employee’s own age rate and the age rate of the higher classification (where applicable) or the salary the employee would receive if promoted to the higher classification.
    - An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.
    - An employee who performs the duties of a higher classification will be subject to the conditions of service of the higher classification,

including the criteria determined by the Commissioner or this award for advancement beyond a salary barrier point.

- An employee who performs the duties of a higher classification for 12 months continuously, or for 12 months in broken periods over a 24 month period, and has met the requirements of clause 10.9— Increments will be paid an increment in accordance with clause 10.9— Increments.

**(ii) Increment attained and future higher duties**

- An increment attained by higher duties will be retained for future higher duties at that classification level (or higher). To avoid doubt, previous higher duties performed of another designation or classification level having a lower scale of rates of salary than the classification level to which the employee is temporarily promoted will not count for incremental purposes.
- The period of employment at a higher duty designation will count for incremental purposes at the substantive designation.

**(iii) Minimum period**

- An employee directed to perform continuous higher duties for at least four hours will be regarded as being on higher duties for the whole day; performance of higher duties for less than four hours on one day will be disregarded for all purposes.

**(iv) Salary barrier**

- (A) Subject to clause 10.10(c)(iv)(B), an employee who performs higher duties at a classification above the salary barrier for a period of less than one week will not be paid an allowance, and that period will not count as service at the higher classification level unless the employer determines otherwise.
- (B) An Assistant Teacher, Classroom Teacher or Senior Teacher is not entitled to receive higher duties allowance unless the employee performs the duties of a higher classification for a period of five days or more.

**(v) Higher duties allowance on leave**

An employee who has been directed to perform the duties of a higher classification and is absent on paid leave or observes a public holiday, will continue to receive payment of higher duties allowance during the absence to the extent of the continued operation of the direction. If the period of paid leave is on less than full pay, the payment of the higher duties allowance is adjusted accordingly.

## **11. Allowances**

### **11.1 Eligibility for allowances**

Allowances set out in clause 11 will apply to all eligible employees, unless otherwise specified.

### **11.2 Application of allowances.**

Unless specified in clause 11:

- (a) Allowances do not increase an employee's ordinary hourly rate (and therefore do not affect the calculation of penalties or overtime rates).
- (b) Allowances will be paid in addition to an employee's ordinary rate of pay as contained in clause 10.3 – NTPS Classifications and clause 10.4 – Agency specific classifications, unless stated otherwise.
- (c) Allowances will not count as salary or wages for any purpose and will not be paid during any period of leave, either with or without pay, unless expressly provided otherwise in this award.
- (d) With the exception of clause 11.5—First aid allowance, allowances in clause 11 are not applicable to employees of the Fire and Rescue Service (see Schedule H—Fire and Rescue Service employees for applicable allowances).
- (e) With the exception of clause 11.4 – Meal allowance, allowances in clause 11 are not applicable to Port Service Worker, Port Administrative Officer and Senior Port Administrative Officer. See Schedule J—Port Services for applicable allowances.
- (f) Clause 11 does not apply to Power and Water – all classifications. See Schedule M—Power and Water for applicable provisions.
- (g) Clause 11 does not apply to Assistant Teacher, Classroom Teacher and Senior Teacher. See Schedule I – Teachers and Educators for applicable provisions.

### **11.3 Allowance rates**

The employer must pay to an employee such allowances as the employee is entitled to under this clause. See Schedule E – Summary of monetary allowances, for adjustment of expense and wage related allowances.

### **11.4 Meal allowance.**

- (a) An employee who is required to work overtime after the end of ordinary duty, to the completion of or beyond a meal period without a break for a meal, will be paid a meal allowance of **\$20.62** or higher rate determined by the Commissioner in addition to any overtime.
- (b) A meal period means the following periods:
  - 7.00 a.m. to 9.00 a.m.
  - 12 noon to 2.00 p.m.

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- 6.00 p.m. to 7.00 p.m.
  - Midnight to 1.00 a.m.
- (c) Meal allowance is also payable to an employee who is required:
- (i) after the completion of their ordinary hours of duty for the day, without a break for a meal, to perform extra duties up to the completion of or beyond the next meal period occurring after the completion of the ordinary duty;
  - (ii) after the completion of their ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break;
  - (iii) to perform duty before the commencement of ordinary hours of duty, who breaks for a meal and is not entitled to payment for that break; or
  - (iv) to perform duty on a Saturday, Sunday, public holiday or rostered day off, in addition to their ordinary weekly hours of duty, extending beyond a meal break and is not entitled to payment for that break.
- (d) The amount of meal allowance payable under this clause 11.4 will be adjusted to equal the maximum amount required to obtain a three course meal where such a meal is obtainable by the employee at a canteen, cafeteria or dining room conducted, controlled or assisted by the employer.

### 11.5 First aid allowance

- (a) Subject to clause 11.5(b), The following employees are eligible for first aid allowance in accordance with this clause:
- (i) Administrative Officer – AO1 to AO7, SAO1 and SAO2
  - (ii) Executive Officer – EO2 and EO3
  - (iii) Professional Officer – P1 to P3, SP1 and SP2
  - (iv) Technical
  - (v) Physical
  - (vi) Dental Officers – all classifications
  - (vii) Fire and Rescue Service – all classifications
- (b) Clause 11.5 does not apply to:
- (i) Department of Health employees
  - (ii) Physical employees whose conditions of employment are governed by Schedule D – Class of work/designation – Physical

- (iii) Physical employees engaged to perform the duties of school maintenance officer in the Department of Education
  - (iv) Physical employees engaged in the provision of residential out-of-home care services in the Department of Children and Families
- (c) Subject to clause 11.5(d), where the Chief Executive Officer is satisfied that an employee holds a first aid qualification and it is necessary in the performance of the work of the Agency in which the employee is employed, they will be paid an allowance as follows:
- (i) Where the Provide First Aid [HLTAID003] qualification or equivalent is held - **\$13.14** per week.
  - (ii) Where the Provide Advanced First Aid [HLTAID006] qualification or equivalent is held - **\$15.98** per week.
- (d) First aid allowance will only be payable where the currency of such qualifications is maintained in accordance with the requirements of the relevant Unit of Competency and/or Training Package endorsed by the Australian Industry and Skills Committee.
- (e) Payable on leave:
- (i) First aid allowance will be payable on annual leave.
  - (ii) Fire and Rescue Service – all classifications: First aid allowance will be payable on paid personal leave (clause 19) and on leave in special circumstances with pay (clause H.16).

#### **11.6 Allowance for protective clothing**

- (a) Clause 11.6 does not apply to Nurses and Midwives.
- (b) Where the employer requires an employee to wear protective clothing, the employer will provide protective clothing or pay an allowance in lieu thereof to an employee.
- (c) All equipment and protective clothing provided by the Agency will remain the property of the Agency and will be accounted for by each employee when so required. When any item has become so worn that it is no longer adequate for its purpose, it will be replaced by the Agency without charge to the employee but any item which is lost or damaged through the negligence of the employee will be replaced at the expense of the employee.
- (d) The cost of any article not returned to the Agency by an employee on termination may be recovered from any monies owing to that employee.

#### **11.7 Janitor's duties**

- (a) A janitor who lives on Agency premises will be required to perform a security check on all external doors and windows on Monday to Friday inclusive where the premises have been in use. The first hour of the security check will be unpaid and any additional time will be paid as time worked, provided that

where such check is completed in less than one hour the janitor will be released from duty.

- (b) A janitor who lives on Agency premises may also be required to perform overtime and security checks that have customarily been performed.
- (c) In recognition of the above duties a janitor will be paid an allowance equal to accommodation and utilities including gas and/or electricity and water where such arrangements are not provided by the employer.

#### **11.8 Excess travelling time**

- (a) Clause 11.8 does not apply to:
  - (i) Nurses and Midwives – all classifications;
  - (ii) Physical employees whose conditions of employment are governed by Schedule D – Class of work/designation – Physical. See Schedule D – Class of work/designation – Physical for applicable provisions.
- (b) An employee in receipt of a salary exceeding the minimum pay rate of the Administrative Officer level 4 will not be entitled to payment for excess travelling time.
- (c) An employee who is travelling or on duty away from the employee's usual place of work will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:
  - (i) the employee's ordinary hours of duty for the day; and
  - (ii) the time necessarily spent travelling to and from home and the usual place of work. In this case a minimum of 20 minutes travelling time each way will apply.
- (d) Travelling time includes:
  - (i) the time an employee has to wait for change of scheduled conveyance between the advertised and actual time of departure;
  - (ii) time spent in travelling on transfer where transfer expenses are allowed, unless the transfer involves promotion;
  - (iii) in the case of an employee required to perform emergency duty in accordance with clause 17 – Emergency duty, the time that emergency duty is performed and the time necessarily spent travelling to and from emergency duty.
- (e) Travelling time does not include:
  - (i) time of travelling during which an employee is required to perform duty other than care of kit; or

- (ii) time of travelling by train between 10.30 p.m. and 7.00 a.m. where a sleeping berth is provided, or any time of travelling by train (day or night) between capital cities where a sleeping berth is provided.
- (f) An employee in a camping party is not entitled to payment of excess travelling time and is required to travel from camp to the place of work within the prescribed hours of work, returning from the place of work to the camp in their own time after ceasing duty, or vice versa as agreed with the employee.
- (g) An employee may be required to work at any place within a specified district and to proceed to that place of work instead of the employee's usual place of work. Any excess travelling time spent by the employee in proceeding direct to and returning from such a place of work will be dealt with as excess travelling time.
- (h) **Excess travelling time payment**
  - (i) Payment of excess travelling time will not be made for more than five hours in any one day, and will not be made unless the excess time exceeds:
    - one half hour in any one day; or
    - two and one half hours in any pay period where the employee's ordinary hours are confined to five days of the week; or
    - three hours in any pay period where the employee's ordinary hours are rostered on six days of the week.
  - (ii) The rate of payment will be single time on Monday to Saturdays and time and a half on Sundays and public holidays. The rate of payment in relation to clause 11.8(d)(iii) (emergency duty) is double time.

## **11.9 Accident allowance**

- (a) An employee will be paid an allowance equivalent to their ordinary time salary during a period of absence necessitated by physical injury sustained:
  - (i) because of an act or omission of an employee (other than the employee injured) or a person not employed but performing on behalf of the Northern Territory government duties similar to those of the employee injured; or
  - (ii) as a result of a defect in material or appliances; or
  - (iii) in protecting government property from loss or damage while on duty; or
  - (iv) while travelling between their place of residence and their place of work; or
  - (v) while travelling directly between their place of residence or their place of work and an educational institution at which their attendance is required or expected by the Commissioner; or

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- (vi) in circumstances in which the actions of the employee are regarded by the Commissioner as so meritorious in the public interest as to warrant special consideration.
- (b) Accident allowance will be paid for an absence necessitated by physical injury of up to four months or a longer period determined by the Commissioner.
- (c) The amount of accident allowance payable will be increased by an amount reasonably incurred in transport, medical and hospital expenses as a result of the injury.
- (d) An employee will be paid an allowance equivalent to half their ordinary time salary during a period of absence of up to three months necessitated by physical injury sustained in circumstances other than those in clause 11.9(a) and not attributable to wilful misconduct, or a longer period determined by the Commissioner.
- (e) An employee paid an allowance in accordance with clause 11.9(d) may utilise available accrued personal leave entitlements on full or half pay to supplement the allowance to the level of their normal time salary.
- (f) The amount of accident allowance payable in accordance with clause 11.9(d) will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury
- (g) Accident allowance is not payable where an employee receives benefits in respect of the injury at the same time under the *Return to Work Act 1986* (NT) or the *Northern Territory Motor Accidents (Compensation) Act 1979* (NT), as amended, but nothing in this clause will reduce the rights of an employee under those Acts.
- (h) Where an amount of accident allowance or salary in respect of sick leave paid to an employee is reimbursed to the employer by the party responsible for the injury or their representative, no deduction of accident allowance or sick leave credits will be made from the employee injured.

### 11.10 Northern Territory allowance

- (a) An employee with dependents employed on or after 1 August 1987 will be paid Northern Territory allowance of **\$960** per annum.
- (b) An employee employed on or before 31 July 1987 will be paid Northern Territory allowance, as follows:
  - (i) an employee with dependents: **\$2237** per annum;
  - (ii) an employee without dependents: **\$1277** per annum;
  - (iii) an employee living in a locality specified in clause 11.10(c) with dependents: **\$2440** per annum

- (iv) an employee living in a locality specified in clause 11.10(c) without dependents: **\$1500**.
- (c) Localities where the rate in clauses 11.10(b)(iii) and (iv) applies are:
- (i) a town, place or locality (excluding Jabiru and Nhulunbuy unless specifically provided elsewhere) situated:
    - not less than a 150 kilometre radius from the Darwin or Alice Springs General Post Offices;
    - not less than a 50 kilometre radius from the Tennant Creek or Katherine Post Offices;
    - not less than 25 kilometres from the Stuart Highway; or
    - on an island within Australia that is administered by the Northern Territory; or
  - (ii) a place or locality determined by the Commissioner from time to time.
- (d) The amount of Northern Territory allowance payable to an employee under clause 11.10(b) is reduced by the amount of the salary increases payable in the first pay period on or after September 1987 and the first pay period on or after 1 July 1988.

#### **11.11 Leave airfare allowance**

- (a) Clause 11.11 does not apply to:
- (i) Nurses and Midwives – all classifications;
  - (ii) Medical Officers – all classifications;
  - (iii) Physical employees whose conditions of employment are governed by Schedule D – Class of work/designation – Physical;
- as employees will be eligible to receive reimbursement of fares under By-law 33 or 47.
- (b) An employee who was:
- (i) employed prior to 1 August 1987; or
  - (ii) appointed to the Northern Territory Teaching Service prior to 12 April 1990; or
  - (iii) permanently transferred in accordance with the *Public Employment Mobility Act 1989* to the Northern Territory Public Service or the Northern Territory Teaching Service with a date of commencement in public employment preceding 1 August 1987 or 12 April 1990 respectively;

will be paid leave airfare allowance of an amount equivalent to the cost of an economy class return airfare for the employee and the employee's recognised dependents between the employee's usual station and Adelaide, or another

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destination not exceeding the same cost, on completion of each two years' service.

- (c) A **dependent** in clause 11.11(b) is an employee's spouse or de facto partner, and children over the age of three years who:
- (i) reside permanently with the employee;
  - (ii) are not in receipt of income, the weekly average of which over the six month period immediately preceding the date of accrual of the allowance and over the six month period immediately preceding the date of allowance utilisation, exceeds the weekly minimum adult wage; and
  - (iii) are not eligible for fares assistance as a term or condition of service from any other source; and
- any other person approved by the Commissioner for the purpose.
- (d) The amount of the allowance in respect of children is limited to the cost of an economy class return airfare which would be incurred after discount of any student concession or similar available discount.
- (e) The allowance will be paid on the payday following the date of accrual as a taxable lump sum. An employee who elects not to be paid the allowance and who does not utilise the allowance prior to the next accrual date will receive payment of the allowance on the payday prior to the next leave airfare allowance accruing.
- (f) An employee may accrue a maximum of three leave airfare allowances and on the date a fourth allowance accrues the first allowance lapses.
- (g) The allowance is payable in respect of each person travelling during one period of leave or on one application.
- (h) The allowance is not payable in respect of a period of leave without pay except when taken in conjunction with parental leave.
- (i) On cessation of employment, an unused accrued leave airfare allowance in respect of the employee or dependent may be provided as a one-way entitlement.
- (j) An employee entitled to receive leave airfare allowance in accordance with clause 11.11(b) may instead claim kilometre allowance at clause 11.12 and leave travelling time allowance at clause 11.13. An employee who so elects may at any time revoke the election and request payment of the leave airfare allowance.
- (k) An employee employed on or before 31 July 1987 who was compulsorily transferred to the Northern Territory Public Sector will be paid leave airfare allowance of an amount equivalent to the cost of an economy class return airfare for the employee and the employee's eligible spouse and recognised dependents between:

- (i) Darwin, and Brisbane, Sydney, Melbourne, Adelaide, or Perth;
- (ii) Alice Springs, and Brisbane (via Mt Isa), Sydney, Melbourne, Adelaide or Perth (direct flight);
- (iii) Katherine and Tennant Creek, and Sydney, Melbourne or Adelaide; or
- (iv) Nhulunbuy, and Brisbane or Sydney (via Mt Isa or Cairns), Melbourne (via Brisbane or Adelaide), Adelaide or Perth (via Darwin);

on completion of each two years' service.

- (v) leave airfare allowance is payable to a male employee in respect of a spouse provided the spouse is not employed by the Commonwealth Public Service, a Commonwealth Government authority, the Northern Territory Public Sector or a prescribed authority (except if employed in the Northern Territory Public Sector on or after 1 August 1987), and in respect of children under the age of 18 years who reside with the employee.
- (vi) An employee employed on or before 31 July 1987 who was compulsorily transferred to the Northern Territory Public Sector and who is not maintaining dependent children, is entitled to leave airfare allowance for themselves only.
- (vii) An employee stationed at Katherine, Tennant Creek or Alice Springs who travels to Darwin at the employee's own expense may be granted leave airfare allowance at a rate calculated from Darwin to Perth in lieu of the normal entitlement to the allowance.
- (viii) The maximum allowance payable is the equivalent of the return economy class airfare from the employee's usual place of employment to the nearest capital city in clause 11.11(k).
- (ix) An employee in receipt of leave airfare allowance in accordance with clause 11.11(k) is also entitled to leave travelling time allowance of clause 11.13 in conjunction with the allowance.
- (x) **spouse** in clause 11.11(k) includes a partner of a de facto relationship of at least six months duration.
- (xi) a **dependent** in clause 11.11(k) is a child under the age of 18 years who resides with an employee and who is not entitled to fares assistance from any other source, or a child over the age of 18 years who resides with the employee and is certified by a medical practitioner as permanently incapacitated.

## 11.12 Kilometre allowance

- (a) An employee may utilise leave airfare allowance under the provisions of clause 11.11 as kilometre allowance where the employee chooses to travel by road driving a private vehicle.

- (i) An employee who utilises leave airfare allowance in accordance with clause 11.11 and undertakes travel by surface transport (bus, train, private vehicle etc.) will be granted leave travelling time allowance for the forward and return journeys.
- (b) The rate of kilometre allowance is at the rate per kilometre determined by the Commissioner for vehicle allowance, and an additional component determined by the Commissioner as passenger allowance rate.
- (c) The maximum allowance payable is the lesser of the kilometre and passenger allowances, and the cost of a return airfare to Adelaide for the employee and recognised dependents travelling.
  - (i) Where travel is undertaken wholly within the Northern Territory, the amount of kilometre allowance payable will equal the economy Adelaide return airfare for the employee and recognised dependents.
- (d) If applicable, leave travelling time allowance is available in accordance with clause 11.13.

**11.13 Leave travelling time allowance**

- (a) An employee who chooses to travel by private road vehicle and receive kilometre allowance in lieu of leave airfare allowance is entitled to additional travelling time, the maximum number of days of which will be determined by the Commissioner.
  - (i) An employee who utilises leave airfare allowance in accordance with clause 11.11 and undertakes travel by surface transport (bus, train, private vehicle etc.) will be granted leave travelling time allowance for the forward and return journeys
- (b) Leave travelling time allowance will be provided only where a period of at least four weeks annual leave is utilised in conjunction with an entitlement to leave airfare allowance, and will not be provided in conjunction with any other leave.
- (c) Leave travelling time allowance will be granted once only in a period of 12 months, and is not available on the cessation of duty.
- (d) Where travel is undertaken to a destination other than Adelaide, the period of travelling time is calculated as one day for each 800 kilometres, less one day for each of the forward and return journeys, to a maximum determined by the Commissioner.
- (e) The number of days travelling time will be added to the end of the period of leave during which the travel is undertaken and will include weekends and accrued days off but exclude public holidays.

## **11.14 Department of Health Employees – special allowances**

### **(a) Dental Technician**

An employee performing the duties of dental technician or senior dental technician who is certified by the Chief Executive Officer as being proficient in crown and bridge and/or maxillo facial work, and who is required to perform such work will be paid an allowance at the rate of **\$919.56** per annum.

### **(b) Senior Dental Technician – Darwin**

The senior dental technician responsible for the Darwin Dental Laboratory will be paid an allowance at the rate of **\$919.56** per annum.

### **(c) Radiographer – CT scanner allowance**

An employee performing the duties of Radiographer Grade 1, and who is both certified as being proficient to use a C.T. scanner by the Chief Executive Officer, and required to operate the scanner from time to time will be paid an allowance at the rate of **\$1234.98** per annum.

### **(d) Orderly – Ambulance duty**

(i) An Orderly at the Physical 2 level will be paid an allowance at the rate of **\$8.52** for each day or part thereof on which the orderly is required to drive an ambulance.

(ii) An Orderly at the Physical 2 level will, when on ambulance duty, be paid an additional allowance at the rate of **\$10.81** per week, if the orderly holds the Provide First Aid [HLTAID003] qualification or equivalent.

(iii) Provided further that where the orderly holds the Provide Advanced First Aid [HLTAID006] qualification or equivalent, the rate of allowance payable will be **\$13.02** per week.

### **(e) Orderly/hospital assistant—special functions allowance**

(i) An Orderly at the Physical 2 level, Theatre orderly or Hospital assistant – at the Physical 2 level, who, by virtue of on-the-job training and experience, is adjudged by the Chief Executive Officer, to be capable of efficiently performing individual functions in the operating theatre, intensive care unit, E.C.G. or plaster rooms will when called upon to perform such duties, be paid an allowance to raise salary to that prescribed for Physical 3.

(ii) This allowance will not be paid to an employee performing the said functions under training conditions.

### **(f) Orderly Physical 2**

An employee performing the duties of orderly and who is employed by the Department of Health, and who is required to work in patient contact areas of a security mental health unit at a hospital will be paid an allowance of **\$3.94** for

each shift worked in that unit. This allowance will be paid for all purposes of this award.

**(g) Post mortem and dirty body allowances**

- (i)** An employee performing the duties of post mortem assistant, orderly, clinical photographer may be paid an allowance of **\$26.10** per body, in addition to that employee's normal rate of salary when that employee is required to handle a dead body which has been classified unusually dirty, obnoxious or vermin infested.
- (ii)** For the purposes of this clause the sole responsibility for determining whether a body is unusually dirty, obnoxious or vermin infested will rest with the Pathologist undertaking the post mortem examination.
- (iii)** For the purposes of clause 11.14(g) **handling** a dead body will include:
  - assisting with normal mortuary duties;
  - preparing a body for burial;
  - the conduct of a post mortem;
  - x-raying or photographing the body; or
  - conducting any tests upon the body.
- (iv)** Payment of the allowance to any employee will be made once only in respect of each body.

**(h) Post mortem allowance**

- (i)** An employee other than one performing the duties of post mortem assistant, who is required to assist in the preparation of a corpse for post mortem examination, or in the preparation for burial of a corpse after the performance of a post mortem examination, will be paid an allowance of **\$10.21** for each post mortem.
- (ii)** A post mortem assistant who holds Certificate III or Certificate IV in Mortuary Theatre Practice, or equivalent qualification recognised by the Commissioner, will be paid an allowance at the rate of **\$330.68** per annum.

**(i) Confined spaces**

An employee required to clean and/or scrape behind stoves will, whilst so employed, be paid an allowance in accordance with clause 11.20(a) – Confined spaces.

**(j) Leading hands**

An employee holding the position of Physical 2 who is appointed as a leading hand will be paid an allowance in accordance with clause 11.18.

### **11.15 Allowance for intermittent motor driving duties – juniors**

- (a)** Subject to clause 11.15(b), the following employees are eligible for intermittent motor driving duties allowance in accordance with this clause:
  - (i)** Administrative Officer – AO1 to AO7
  - (ii)** Technical
  - (iii)** Physical
- (b)** Clause 11.14(i) does not apply to Department of Health employees, and Physical employees engaged to perform the duties of school maintenance officer in the Department of Education.
- (c)** An employee who is less than 21 years of age and in receipt of a salary less than that applying to Physical 2, who is required to undertake intermittent driving duties as an incident of their employment involving the acceptance of full responsibility for the operation of a vehicle, will be paid an allowance, computed on a daily basis, to raise their salary to the base salary rate applying to Physical 2, for each day or part of a day on which they are so employed

### **11.16 Allowance for intermittent driving duties – School maintenance officers**

A Physical employee performing the duties of school maintenance officer in the Department of Education who is required to undertake driving duty may be paid an allowance to raise his or her salary to the minimum salary payable to the Physical 2.

### **11.17 Tool allowance**

- (a)** Tool allowances only apply to eligible employees at the Physical Level 4 and above.
- (b)** Where an Agency does not provide all tools necessary for the performance of an employee's duties, employees (including apprentices) performing trade work will be paid a weekly allowance.
- (c)** An employee will replace or repay the cost of any tools provided by the Agency if lost through the employee's negligence.

<b>Description</b>	<b>Weekly allowance</b>
	<b>\$</b>
Tool allowance – Metal trades	14.20
Tool allowance – Carpenter	25.86
Tool allowance – other trade	13.41

### **11.18 Leading Hands**

- (a)** Subject to clause 11.18(b), an employee appointed as a leading hand will be paid the following rates:

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<b>In charge of</b>	<b>Weekly allowance</b>
	\$
not less than two and not more than 10 employees	34.57
more than 10 and not more than 20 employees	51.67
more than 20 employees	65.60

- (b) A Department of Health employee as described in clause 11.14(j) will be eligible for leading hand allowance, except that the maximum allowance payable will be **\$50.47** per week where the employee is in charge of more than 10 employees.
- (c) For the purposes of clause 18.7, salary will be calculated by including the rate prescribed in clause 11.18 (leading hands) for the occupation in which the employee was ordinarily employed immediately prior to the commencement of annual leave or the termination of employment as the case may be.

**11.19 Cleaning allowances**

- (a) Clause 11.19 applies to:
  - (i) Department of Health employees; and
  - (ii) Physicals employed to perform the duties of school maintenance officer in the Department of Education.

**(b) High cleaning**

An employee who cleans at a height of nine metres above the nearest horizontal plane, will whilst so employed be paid **\$0.32** per hour and for each additional nine metres or part thereof an additional **\$0.32** per hour.

**(c) Cleaning grease traps**

An employee required to clean grease traps will be paid an allowance of **\$0.48** per hour or part thereof whilst so employed.

**11.20 Physical Employees – special allowances**

The following allowances apply to Physical employees whose conditions of employment are governed by Schedule D – Class of work/designation – Physical, unless otherwise stated.

**(a) Confined spaces**

An employee working in a confined space the dimensions of which necessitate working in a stooped or otherwise cramped position will whilst so employed be paid **\$0.79** per hour extra.

**(b) Dirty work**

An employee who is employed on work which the Chief Executive Officer agrees is of an unusually dirty or offensive nature shall be paid **\$0.60** per hour extra.

**(c) Wet places**

An employee working in any place where his/her clothing or boots become wet, whether by water, oil or otherwise, will be paid **\$0.60** per hour extra.

**(i)** Provided that this extra rate will not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

**(ii)** Provided further that any employee who becomes entitled to this extra rate will be paid that extra rate for such part of the day or shift as the employee is required to work in wet clothing or boots.

**(d) Height money**

**(i)** Employees working at a height of nine metres above the nearest horizontal plane will be paid **\$0.43** per hour. For each additional nine metres or part thereof an additional **\$0.43** per hour extra.

**(e) Insulation work**

An employee handling loose slagwool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise or working in a dust-laden atmosphere caused by the use of such materials or when working on insulating work in an average temperature of 7 degrees Celsius or under, shall, when so employed on the construction or demolition of furnaces, walls, floors and/or ceilings, be paid **\$0.82** per hour extra.

**(f) Toxic substances**

An employee will be paid an allowance for handling toxic substances of **\$7.63** per week.

**(g) Drivers/operators allowance**

Employees performing the duties of an Operator/Driver will be paid the allowances listed below:

**(i)** Employees carting and/or handling dirty material will be paid **\$0.40** per hour.

**(ii)** Employees carting and/or handling offensive material will be paid **\$2.30** per hour.

**(iii)** Drivers who are required by the Agency to load furniture onto or unload furniture from their vehicle during any day shall be paid **\$1.48** per day.

**(iv)** Employees who are required to drive a vehicle carting garbage will be paid **\$16.26** per week, provided that an employee paid in accordance with

this provision will not be eligible for payment in accordance with clause 11.20(g)(i).

**(h) Tradesperson's rate**

The rates of pay for tradespersons include all claims for special rates for engaging on repairs when travelling, rigging tackle for all erection and repair of electrical machines or apparatus, maintenance of storage and batteries and allowances for grinding tools except when the services of a tradesperson are terminated in which circumstances the tradesperson shall be allowed one and a half hours at his/her ordinary rate of pay for the purpose of gathering and grinding his or her tools.

**(i) First aid allowance – Physical**

A qualified first aid person with Provide First Aid [HLTAID003] or equivalent as a minimum qualification will be paid an amount of **\$2.86** per day (for five days per week). This payment will be regarded as wages for all purposes of this award but the first aid person will not be entitled to any payment or time allowance for aid rendered outside ordinary working hours unless the employee is actually on duty at the time or has been granted permission to accompany a patient to receive treatment.

**(j) Accommodation – camping**

- (i)** An employee who, in accordance with his or her duty, is required to camp out will be paid an allowance pursuant to By-law 31 at the rates and in accordance with the provisions of that By-law.
- (ii)** Where an employee is not supplied with camping equipment the employee will be paid a minimum allowance of **\$8.69** per day in addition to rates prescribed in clause 11.20(j)(i).

**11.21 Government House allowance**

A Physical employee, excluding Physicals governed by Schedule D – Class of work/designation – Physical, employed at Government House will be paid an allowance of **\$2969.80** per annum. This allowance will be paid for all purposes of the award.

**11.22 Cleaners—Toilet cleaning duty**

Physical employees employed as cleaners, excluding employees in the Department of Health or governed by Schedule D—Class of work/designation—Physical, and who are cleaning lavatories in institutions for minors for the major portion of a day or shift will be paid an allowance of **\$1.28** per day or shift.

**11.23 Motor (not being a tractor) drawing trailer**

Physical employees employed as Drivers, excluding employees in the Department of Health or governed by Schedule D—Class of work/designation—Physical, will be

paid the following allowances for driving a vehicle (not being a tractor) drawing a trailer:

- (a) for loaded single axle trailer **\$2.93** per day;
- (b) for an empty single axle trailer **\$1.65** per day;
- (c) for any other loaded trailer **\$3.67** per day;
- (d) for any other empty trailer **\$2.05** per day;

provided that not more than one trailer will be drawn at any one time.

#### **11.24 Allowances payable on annual leave or in lieu thereof**

- (a) For the purposes of clauses 18.7(a) and 18.8, salary will be calculated by including the following allowances where applicable, and subject to the approval of the Commissioner, any other rate to which the employee is entitled for ordinary hours of work:

<b>Allowance</b>	<b>Clause</b>
First aid allowance	11.5
First aid allowance – Physical	11.20(i)
Teacher in a special school (full-time duties)	I.5.2(a)
Teacher in a special school (other than full-time duties)	I.5.2(b)
Teacher of special class	I.5.2(c)
Teacher in charge – one teacher school with primary classes	I.5.1
Principal of area school	I.5.2(d)
Teacher in charge in a pre-school with two or more teachers	I.5.2(e)
Teacher in charge in a pre-school with one teacher	I.5.2(f)
Dental Technician	11.14(a)
Senior Dental Technician – Darwin	11.14(b)
Post Mortem Assistant	11.14(h)(ii)
Leading Hand	11.18
Government House allowance	11.21
Northern Territory Allowance	11.10
Northern Territory Allowance (Teachers and Educators)	I.10

## **12. Superannuation**

### **12.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. The rights and obligations in clause 12—Superannuation supplement those in superannuation legislation.
- (b) Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, clause 12.4 – Default fund term below applies.

### **12.2 Employer contributions**

The employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### **12.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 12.2 – Employer contributions.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 12.3(a) and 12.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) and 12.3(b) was made.

### **12.4 Default fund term**

Unless to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2 and pay the amount authorised under clauses 12.3(a) or 12.3(b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008,

provided the superannuation fund is eligible choice fund and is a fund that offers a MySuper product;

- (c) a superannuation fund or scheme which the employee is a defined benefit member of.

## **Part 5—Penalties and Overtime**

### **13. Weekend and public holiday duty**

#### **13.1** Clause 13 does not apply to:

- (i) Assistant Teacher, Classroom Teacher, Senior Teacher.
- (ii) Fire and Rescue Service – all classifications. See Schedule H – Fire and Rescue Service employees for applicable provisions.
- (iii) Power and Water – all classifications. See Schedule M – Power and Water for applicable provisions.

#### **13.2** Saturday duty

- (a) Subject to clause 13.2(a)(i), an employee, other than a shiftworker, who is rostered to perform ordinary duty on a Saturday will be paid at the rate of 140% of the employee's ordinary rate of pay.
  - (i) For the purposes of 13.2(a), the Saturday duty payable to an employee employed in the Department of Health or a Physical employee engaged in the provision of residential out-of-home care services in the Department of Children and Families will be 150% of the employee's ordinary rate of pay.
- (b) The period for which the additional payment for Saturday duty is paid will be calculated to the nearest quarter of an hour of the total claimed in a fortnightly period.
- (c) The additional payment for Saturday duty will be made in respect of any duty an employee would have performed had the employee not been on approved annual leave.

#### **13.3** Sunday duty

- (a) An employee, other than a shiftworker, who performs duty between midnight on Saturday and midnight on Sunday not in excess of the ordinary weekly hours will be paid at the rate of 100% in addition to the ordinary rate of pay.
- (b) Additional payment for Sunday duty not in excess of ordinary weekly hours will be made for duty an employee would have performed had the employee not been on approved annual leave.

**13.4 Public holiday duty**

- (a) **Public holiday** means a holiday as prescribed in clause 22 – Public holidays.
- (b) An employee, other than a shiftworker, who is required, whether rostered or not, to perform duty on a holiday not in excess of the ordinary weekly hours will be paid at the rate of 150% in addition to the ordinary rate of pay for the actual time worked on the holiday.
- (c) Unless authorised by the Commissioner, an employee above the salary barrier is not eligible to receive payment for duty other than rostered duty or for overtime worked on a public holiday.
- (d) The minimum extra payment payable under clause 13.4(b) for each separate attendance will be four hours in the case of employees who are not in any restriction situation specified in clause 16 – Restriction duty. (See clause 16 – Restriction duty for applicable minimum payments in a restriction situation.)
- (e) For the purposes of clauses 13.4(b) and 13.4(d):
  - (i) duty broken by a meal period will not constitute more than one attendance; and
  - (ii) the minimum extra payment will not apply to holiday ordinary duty which, disregarding meal periods, is continuous with ordinary duty occurring on the day preceding or succeeding the holiday.

**13.5 Agency specific—Christmas falling in a Saturday or Sunday**

- (a) Clause 13.5 applies to Department of Health employees and Physical employees engaged in the provision of residential out-of-home care services in the Department of Children and Families. Includes day workers and shiftworkers.
- (b) For the purposes of this clause and in relation to shiftworkers, the applicable Sunday duty and public holiday duty penalty rates for shiftworkers are to be read as those contained in clauses 14.6(d) (Sunday duty) and clause 14.6(e) (public holiday duty).
- (c) Except as provided in clauses 13.5(d) and 13.5(e) an employee will be paid in accordance with the public holiday provisions of clauses 13.3 (Sunday duty) and 13.4 (Public holiday duty) for duty performed on 25 December.
- (d) Where 25 December falls on a Sunday and 27 December is substituted as a holiday for either 25 or 26 December an employee who performs duty on both 25 and 27 December will be paid as follows

For duty on 25 December:

- (i) Except as provided in clause 13.5(d)(ii) - in accordance with the public holiday provisions of clause 13.4;

- (ii) if rostered for duty on 27 December but not rostered for duty on 25 December but performing duty on that day - in accordance with the Sunday duty provisions of clause 13.3.

For duty on 27 December:

- (iii) Except as provided in clause 13.5(d)(iv) - in accordance with the Sunday duty provisions in clause 13.3.
- (iv) if rostered for duty on 27 December but not rostered for duty on 25 December but performing duty on that day - in accordance with the public holiday provisions of clause 13.4.

- (e) Where 25 December falls on a Saturday and another day is substituted as a holiday for 25 December an employee who performs duty on both 25 December and on the substituted day will be paid as follows:

For duty on 25 December:

- (i) Except as provided in 13.5(e)(ii), in accordance with the public holiday provisions in clause 13.4.
- (ii) if rostered for duty on the substituted day but not rostered for duty on 25 December but performing duty on that day - in accordance with clause 13.2(a)(i)—Saturday duty.

For duty on the substituted day:

- (iii) Except as provided in clause 13.5(e)(iv), in accordance with clause 13.2(a)(i)—Saturday duty;
- (iv) if rostered for duty on the substituted day but not rostered for duty on 25 December but performing duty on that day - in accordance with the public holiday provisions of clause 13.4.

## **14. Penalty rates – shiftworkers**

### **14.1 Definition**

Shiftworker is defined in Schedule A– Definitions of this award.

### **14.2 Clause 14 does not apply to:**

- (a) Assistant Teacher, Classroom Teacher, Senior Teacher
- (b) Port Service Worker
- (c) Port Administrative Officer and Senior Port Administrative Officer
- (d) Nurses and Midwives – all classifications. See Schedule F – Nurses and Midwives for applicable provisions.
- (e) Fire and Rescue Service – all classifications. See Schedule H – Fire and Rescue Service Employees for applicable provisions.

(f) Power and Water – all classifications – See Schedule M for applicable provisions.

**14.3** Shiftwork payments will not be taken into account in the calculation of overtime or of any allowance based on salary, nor will they be paid in respect of any shift for which another form of penalty payment is made under this award.

**14.4** Shiftwork payments will be made in respect of any shift duty the employee would have performed had the employee not been on approved annual leave.

**14.5** The period for which shiftwork payments will be made will be calculated to the nearest quarter of an hour of the total amount worked in a fortnightly period.

**14.6** In addition to the employee's ordinary salary for the shift, a shiftworker will be paid shiftwork payments as follows:

(a) ordinary duty performed on a shift, any part of which falls between 5.30 p.m. and 6.00 a.m. – 15%

(b) ordinary hours worked continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6.00 p.m. and 8.00 a.m. – 30%

(c) ordinary duty performed on Saturday – 50%

(d) ordinary duty performed on a Sunday – 100%

(e) ordinary duty performed on a public holiday – 150%

(f) The minimum additional payment payable for ordinary duty performed on a public holiday for each separate attendance is four hours.

(g) The provisions of clause 14.6(c) (Saturday duty) apply only to an employee who performs duty on:

(i) alternating or rotating shifts involving the performance of rostered duty:

- commencing before 6.30 a.m., or terminating after 6.30 p.m. or at or before 8.00 a.m. Monday to Friday; or

- terminating at or before 8.00 a.m. or after 1.00 p.m. on Saturday; or

(ii) a constant shift involving the regular performance of ordinary duty after 1.00 p.m. on Saturday; or

(iii) a shift which, but for its being worked continuously, would fall within the terms of clause 14.6(g)(i).

## **15. Overtime**

### **15.1 Overtime to be reasonable**

An employee may be called for duty at any time required subject to the hours being considered to be reasonable in accordance with section 62 of the Act. In accordance

with section 62 of the Act, an employee may refuse to work additional hours if they are unreasonable.

## **15.2 General provisions**

- (a) Unless authorised by the Commissioner, an employee in a classification above the salary barrier is not eligible to receive overtime payment or time off in lieu of overtime payment.
- (b) Overtime is to be worked by prior direction or, if circumstances do not permit prior direction, subsequently approved in writing.
- (c) For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.
- (d) An employee's salary for the purpose of calculation of overtime will include higher duties and other allowances in the nature of salary. Shift penalty payments will not be taken into account in the computation of overtime.
- (e) Overtime is calculated to the nearest quarter of an hour to the total amount of overtime worked in a fortnightly period.
- (f) Overtime rates are expressed as a percentage of the applicable ordinary hourly rate (e.g. 150%, 200%, 250% etc.).
- (g) The weekly divisor for the purposes of calculating hourly overtime will be 38, with the exception of overtime worked on Sunday and outside ordinary hours on public holidays by employees whose weekly hours are 36.75 in accordance with clause 8.2(b)(i), the divisor will be 36.75 hours.
- (h) With the exception of clause 15.1—Overtime to be reasonable, clause 15—Overtime does not apply to employees of the Fire and Rescue Service and employees engaged in classifications contained in Schedule M—Power and Water. See Schedule H—Fire and Rescue Service employees or Schedule M—Power and Water for the applicable overtime provisions.
- (i) Payments under clause 15.4 – Overtime rates employees other than shiftworkers, are not applicable to Assistant Teachers, Classroom Teachers and Senior Teachers.

## **15.3 Definition of overtime – employees other than shiftworkers**

### **(a) Full-time employee**

Work will be considered overtime for a full-time employee where the employee is directed to perform work:

- (i) outside the span of ordinary hours applicable to the employee (see clause 8.2(c) – Span of hours);
- (ii) during the span of ordinary hours applicable to the employee but beyond the length of time the employee is normally required to work on the day concerned; or

- (iii) on a Saturday (only where span of ordinary hours is Monday to Friday inclusive), Sunday or a public holiday; or
- (iv) in excess of the ordinary hours in a week, or an average of the applicable weekly hours of ordinary duty over a roster cycle.

**(b) Part-time employee**

Work will be considered overtime for a part-time day worker where the employee is directed to perform work:

- (i) which is not continuous with the employee's ordinary hours of work as prescribed in clause 6.4(a);
- (ii) on any day which is continuous with the employee's ordinary hours of work as prescribed in clause 6.4(a), and in whole or in part, falls outside the span of ordinary hours applicable to an equivalent full-time employee, and where the employee also completes the ordinary hours of duty on that day; or
- (iii) on any day which is continuous with the employee's ordinary hours of work as prescribed in clause 6.4(a), and falls wholly within the span of ordinary hours applicable to an equivalent full-time employee and exceeds, in any one week, the employee's prescribed weekly ordinary hours of work as prescribed in clause 6.4(a).

**(c) Casual employee**

Work will be considered overtime for a casual employee where the employee is directed to perform work:

- (i) outside the span of ordinary hours for the equivalent full-time employee;
- (ii) on a Saturday (only where span of ordinary hours is Monday to Friday inclusive), Sunday or a public holiday; or
- (iii) in excess of the ordinary hours for the equivalent full-time employee in a week.

The casual loading set out in clause 6.5(b) is not paid for overtime.

**15.4 Overtime rates – day workers**

- (a) Where an employee in the following classifications (and designation where applicable) works overtime the employer must pay to the employee the overtime rates as follows:
  - (i) Nurses and Midwives – all classifications
  - (ii) Professional employed as an Engineer

<b>For overtime worked on</b>	<b>Overtime rate</b>
Monday to Saturday – first 3 hours	150%
Monday to Saturday – after 3 hours	200%
Sunday – all day	200%
Public holiday– all day	250%

- (b) Where a Medical Officer works overtime the employer must pay to the employee the overtime rates as follows:

<b>For overtime worked on</b>	<b>Overtime rate</b>
Monday to Friday	150%
Saturday and Sunday – all day	200%
Public holiday– all day	250%

- (c) Where an employee whose employment conditions are governed by Schedule D – Class of work/designation – Physical works overtime the employer must pay to the employee the overtime rates as follows:

<b>For overtime worked on</b>	<b>Overtime rate</b>
Monday to Friday – first 2 hours	150%
Monday to Saturday – after 2 hours	200%
Sunday – all day	200%
Public holiday– all day	250%

- (d) Where an employee of the Department of Health or Physicals employed to perform the duties of school maintenance officer in the Department of Education or Physicals employed in the provision of residential out-of-home care services in the Department of Children and Families works overtime the employer must pay to the employee the overtime rates as follows:

<b>For overtime worked on</b>	<b>Overtime rate</b>
Monday to Saturday – first 2 hours	150%
Monday to Saturday – after 2 hours	200%
Sunday – all day	200%
Public holiday– all day	250%

- (e) Refer clause Schedule J- Port Services for overtime rates applicable to Port Service Workers and Port Administrative Officers.

- (f) All other employees not otherwise provided for in clause 15.4, where an employee works overtime the employer must pay to the employee the overtime rates as follows:

<b>For overtime worked on</b>	<b>Overtime rate</b>
Monday to Friday	150%

<b>For overtime worked on</b>	<b>Overtime rate</b>
Saturday – first 3 hours	150%
Saturday – after 3 hours	200%
Sunday – all day	200%
Public holiday– all day	250%

**15.5 Definition of overtime –shiftworkers**

(a) Shiftworkers will be subject to the overtime conditions contained in clauses 15.1 – Overtime to be reasonable and 15.2 – General provisions.

**(b) Shiftworkers**

Duty for shiftworkers will be considered overtime where:

- (i) it is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
- (ii) it is performed in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.

**(c) Part-time shiftworkers**

Work will be considered overtime for a part-time shiftworker where it is performed:

- (i) on any day beyond the normal rostered hours of duty on that day; and
- (ii) it is performed in excess of the employee’s ordinary weekly hours of work as prescribed in clause 6.4(a).

**(d) Casual shiftworkers**

Work will be considered overtime for a casual shiftworker where it is performed:

- (i) on any day beyond the normal rostered hours of duty for an equivalent full-time employee on that day; or
- (ii) in excess of 38 hours in a week or an average of 38 hours per week over a cycle of shifts.

The casual loading set out in clause 6.5(b) is not paid for overtime.

**15.6 Overtime rates – shiftworkers**

(a) Where a shiftworker in the following classifications (and designation where applicable) works overtime the employer must pay to the employee the overtime rates in accordance with clause 15.4(a) (overtime rates applicable to day workers):

- (i) Nurses and Midwives – all classifications;
  - (ii) Professional employed as an Engineer.
- (b) Where a Medical Officer, who is a shiftworker, works overtime the employer must pay to the employee the overtime rates contained in clause 15.4(b) (overtime rates applicable to day workers).
- (c) Overtime rates in clause 15.6(c)(v) apply to shiftworkers in the following classifications and/or Agencies:
- (i) Department of Health employees
  - (ii) Physicals employed to perform the duties of school maintenance officer in the Department of Education
  - (iii) Physicals whose conditions of employment are governed by Schedule D – Class of work/designation
  - (iv) Physicals employed in the provision of residential out-of-home care services in the Department of Children and Families
  - (v) For work done by a shiftworker in excess of the ordinary hours of duty, the overtime rate will be 200%.
    - Provided that this will not apply to arrangements between the employees themselves, or in cases due to the rotation of shift, or when the relief does not come on duty at the proper time.
    - For all time of duty after the employee has finished his or her ordinary shift, such unrelieved employee will be paid 150% for the first eight hours and 200% thereafter.
  - (vi) For Department of Health employees and Physicals employed in the provision of residential out-of-home care services in the Department of Children and Families the following applies for the purposes of clause 15.6(c)(v):
    - Extra payment for Sunday and public holiday duty will be granted for the actual time worked on the Sunday or holiday. Provided that:
      - where a shift falls partly on a Sunday or public holiday, the whole shift will be regarded as the Sunday or public holiday shift, if the major proportion (i.e. 50% or more) falls on the Sunday or holiday;
      - where two shifts fall on the one Sunday or public holiday, only one shift will be regarded as the Sunday or Holiday shift; and
      - where overtime commences on a Sunday or public holiday the appropriate rate will continue until the completion of the overtime.
- (d) All other shiftworkers not otherwise provided for in clause 15.6, where an employee works overtime the employer must pay to the employee the overtime rates contained in clause 15.4(f) (overtime rates for day workers).

**15.7 Special provisions – Sundays**

An employee who is required to perform a full day's duty on Sunday in addition to the employee's ordinary hours of duty for the week will be granted, wherever practicable, one day off during the following week. Where this occurs, an employee who is eligible for the payment of overtime will be paid an additional one day's pay at ordinary rates, in lieu of provisions of clauses 15.4 (day worker) and 15.6 (shiftworkers).

**15.8 Time off in lieu of overtime**

- (a) Time off may be granted in lieu of overtime on an 'hour for hour' basis with the agreement of the employee at the ordinary time rate.
- (b) Where time off in lieu of a payment has been agreed and the employee has not been granted that time off within a period of eight months, payment at the overtime rate according to the employee's salary at the time of payment will be made.
  - (i) An employee who is to receive payment in accordance with clause 15.8(b) and is promoted beyond the salary barrier for payment of overtime, will be paid at the salary rate applicable to the employee immediately prior to the employee's promotion.
- (c) The maximum amount of time off in lieu that can be accrued is 40 hours, although no upper limit applies to seasonal workers.

**15.9 Minimum payment**

- (a) The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be four hours at the prescribed overtime rate.
- (b) Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.
- (c) Where overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum payment provisions will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.
- (d) An employee who performs overtime while in a restriction situation under clause 16 – Restriction duty, will be entitled to a minimum overtime payment in accordance with that clause.

## **15.10 Rest relief after overtime**

(a) Clause 15.10 does not apply to Medical Officers.

### **(b) Agency specific – Rest relief after overtime**

The following provisions apply to employees whose conditions of employment are governed by Schedule D – Class of work/designation – Physical, Department of Health employees and Physicals employed in the provision of residential out-of-home care services in the Department of Children and Families:

- (i) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (ii) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, who has not had at least 10 consecutive hours off duty between those times, will, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the time off duty.
- (iii) Provided that if, on the instruction of the employer, such employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid at double rate until released from duty for that period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (iv) The provisions of clause 15.10(b) will apply in the case of shiftworkers who rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:
  - for the purpose of changing shift rosters; or
  - where a shiftworker does not report for duty.
- (v) Overtime worked which is subject to the minimum overtime payment provisions of clause 15.9 will not be regarded as overtime for the purpose of this clause where the actual time worked is less than three hours on the recall or on each of the recalls.
- (vi) Clause 15.10(b) will not apply where a shift is worked by arrangement between the employees themselves.
- (vii) For the purposes of clause 15.10(b) overtime will be calculated to the nearest 15 minutes of the total amount of overtime to be claimed in each fortnight period.

**(c) General – Rest relief after overtime**

Subject to clause 15.10(b) or a schedule to this award which may provide otherwise, an employee who works so much overtime between the termination of his/her ordinary duty on one day and the commencement of his/her ordinary duty on the next day that he/she 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 he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Reasonable travelling time, in addition to the eight hours off duty, will be allowed to cover time taken in travelling from and to his/her place of employment.

- (i)** Provided that if such an employee is required to resume or continue work without having had eight consecutive hours off duty plus reasonable travelling time, he/she will be paid a double rate until he/she is released from duty for such period and he/she will then be entitled to be absent until he/she has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for ordinary working time occurring during that absence.
- (ii)** The provisions of clause 15.10(c)(i) will not apply to overtime worked in the circumstances covered by clause 17 – Emergency duty, unless the actual time worked (excluding travelling time) is at least three hours on each call.
- (iii)** The provisions of clause 15.10(c) will apply only to employees who are eligible for overtime under clause 15 – Overtime.
- (iv)** Provided that in lieu of clause 17.6 (Emergency duty), the provisions of clause 15.10(c) will apply.

**16. Restriction duty**

**16.1** Clause 16 does not apply to:

- (a)** Power and Water – all classifications. See Schedule M – Power and Water for applicable provisions.
- (b)** Medical Officers – all classifications. See Schedule G – Medical Officers for the applicable provisions.
- (c)** Teachers and Educators – all classifications.
- (d)** Fire and Rescue Service – all classifications. See Schedule H – Fire and Rescue Service Employees for applicable provisions.
- (e)** Port Service Workers, Port Administrative Officer and Senior Port Administrative Officer. See Schedule J – Port Services for applicable provisions.

**16.2** An employee may be directed to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty, subject to payment under this clause.

**16.3** Payment will be made subject to the following conditions:

- (a) unless otherwise approved by the Commissioner, an employee in a classification the minimum salary which exceeds the salary barrier is not eligible to receive payment;
- (b) the restriction situation is imposed by prior written direction, or is subsequently approved in writing;
- (c) the provisions of clause 17—Emergency duty will not apply where an employee is recalled to duty while restricted;
- (d) an employee who does not maintain a required degree of readiness while restricted will not be eligible to receive payment.

**16.4 Payment rates**

(a) An employee who is required to remain contactable and available to perform extra duty outside of the employee's ordinary hours of duty will, subject to clause 16.3, be paid an allowance in addition to salary at a rate for the type of restriction as follows:

**(i) On-call**

Subject to a schedule which may provide otherwise, an employee who is instructed prior to ceasing ordinary duty to be on restriction duty will be paid an on-call allowance of **\$0.93** per hour or part thereof, for the period of restriction or a higher rate determined by the Commissioner.

**(ii) Stand by**

An employee who is instructed prior to ceasing ordinary duty to be on restriction duty and to remain at the employee's home and available for immediate recall to duty: 50% of the employee's ordinary rate of salary for the proportion of the period of restriction calculated in accordance with clause 16.4(b).

**(iii) Home duty**

An employee who is required to stand by at home to perform intermittent duties at home normally involving receiving and/or making telephone calls, and who may be required to perform restriction duty: 75% of the employee's ordinary rate of salary, or not less than 50% or more than 100% of ordinary salary as approved by the Commissioner, for the proportion of the period of standing by calculated in accordance with 16.4(b), provided that the rate on Sundays is single ordinary rate of salary and the rate on public holidays is 125% of ordinary rate of salary.

**(iv) Passive duty**

An employee who is instructed to remain at work outside the employee's ordinary hours of duty until released or required to perform duty, and is not provided with accommodation and amenities for sleeping or other personal activities during overnight attendance: single ordinary rate of salary for the period. The rate on Sundays is 133% of the employee's ordinary rate of salary and the rate on public holidays is 166% of ordinary rate of salary for the period.

**(v) Duty employee**

An employee who is required to remain at work overnight and/or over a non-working day and may be required to perform certain tasks periodically or on an ad hoc basis, and who is provided with accommodation and amenities for sleeping or other personal activities during overnight attendance: where overtime is paid - at the rate provided for in clause 16.4(a)(iv) (Passive duty) for the proportion of the period calculated in accordance with clause 16.4(b); and where overtime is not paid - 125% of the employee's ordinary rate of salary, or a proportion of not less than 100% or more than 150% of ordinary salary as approved by the Commissioner, for the proportion of the period of standing by calculated in accordance with clause 16.4(b). The rate on Sundays is 166% of the employee's single ordinary rate of salary and the rate on public holidays is 200% of ordinary rate of salary for the period.

- (b)** Payment for the rates in clauses 16.4(a)(ii) (Stand by), 16.4(a)(iii) (Home duty), and 16.4(a)(v) (Duty employee):
- (i)** 75% of that part of the period of restriction that occurs on any day within the first 14 hours after the employee's normal commencing time of ordinary duty, or after the time at which the employee last commenced ordinary duty whichever is the later; and
  - (ii)** 25% of any period of restriction occurring in any 24 hour period outside the 14 hours referred to in clause 16.4(b)(i).
- (c)** The restricted duty allowance is payable for each hour or part hour the employee is restricted outside the employee's ordinary hours of duty.
- (d)** Any part of a period of restriction for which the employee receives another payment will not be included for calculating restricted duty allowance.
- (e)** An employee who is restricted and who is required to perform duty, but is not required to be recalled to a place of work, will be paid overtime, subject to a one hour minimum payment.
- (f)** An employee who is restricted and who is recalled to duty at a place of work, will be paid in accordance with the relevant overtime provisions, subject to a three hour minimum payment.

- (g) Notwithstanding these payment rate provisions, an employee who is placed in a restriction situation outside of the employee's ordinary hours of duty may be paid at an alternative rate approved by the Commissioner, having regard to the circumstances of the restriction situation.

**16.5 Salary rate**

- (a) An employee's salary for the purposes of calculation of the restriction duty allowance will include higher duties allowance and any other allowances in the nature of salary.
- (b) Where approval has been made for payment under clause 16 – Restriction duty to an employee in a classification the minimum salary of which exceeds the salary barrier, the annual salary component of the formula at clause 16.5(c) will be the maximum annual salary payable to an Administrative Officer 6.
- (c) The hourly rate of payment will be calculated as follows:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \text{\% of salary prescribed in clause 16.4}$$

**16.6 Child Protection Practitioners and Senior Child Protection Practitioners – Specific provisions**

- (a) Subject to clause 16.6(b), an employee employed in the designation Child Protection Practitioner or Senior Child Protection Practitioner will be liable to be required, outside his/her ordinary hours of duty, to hold himself/herself in readiness to perform extra duty subject to payment for any such extra requirement under the conditions of clause 16.6 and in accordance with the procedures for child protection after-hours service.
- (b) No payment will be made to an employee under clause 16.6(a) for a period of restriction in respect of any part of which the employee does not hold himself/herself at the required degree of readiness to perform extra duty or does not observe the instructions of his/her supervisor as to restrictions outside the employees ordinary hours of duty.
- (c) A Child Protection Practitioner or Senior Child Protection Practitioner may be instructed prior to ceasing duty that he/she is required to be contactable and available to return to duty without delay or within a reasonable time of being recalled and that he/she may be required to perform intermittent duties, on an ad hoc or predetermine basis, normally involving receiving and/or making telephone calls.
- (d) Notwithstanding the provisions of clause 16 – Restriction duty, the rate of payment for an employee who is restricted in accordance with clause 16.6 will be **\$2.54** per hour or part thereof, for the period of restriction.

- (i) The payment in clause 16.6(d) is for all telephone calls and returns to duty providing that where the total time involved in both telephone calls and/or returns to duty accumulates to exceed one hour in any period of restriction duty then normal overtime (including minimum payment provisions, subject to the restrictions of clause 16.6(d)(ii)) will be paid for that time in excess of one hour.
- (ii) Where minimum payments for overtime fall due, in accordance with clause 16.6(d)(i), it is to be recognised that the payment referred to in clause 16.6(d) includes payment for up to the first hour of overtime and therefore any amount due as a minimum payment is accordingly reduced by one hour.

## **17. Emergency duty**

**17.1** Clause 17 does not apply to:

- (a) Power and Water – all classifications
- (b) Assistant Teacher, Classroom Teacher and Senior Teacher
- (c) Port Service Worker
- (d) Port Administrative Officer and Senior Port Administrative Officer

**17.2** The provisions of this clause do not apply:

- (a) to an employee, including a shiftworker, whose commencement time of regular duty is altered to meet an emergency;
- (b) where an employee engaged in the Fire and Rescue Service 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 Chief Executive Officer to perform duty on that day in place of the absent member. In such cases the employee will be entitled to overtime in accordance with clauses H.7 – Overtime -General Provisions.

**17.3** Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time.

**17.4** The time for which payment is made will include time necessarily spent in travelling to and from duty.

### **17.5 Minimum payment – emergency duty**

- (a) The minimum payment for emergency duty is two hours at double time and is payable in relation to each separate attendance.
- (b) Where an attendance for emergency duty extends over from one day to another day the minimum payment is to be in relation to only one attendance.

- 17.6** Subject to any rest period provisions applicable to a class of employees in this award, an employee who is called on emergency duty may, where it is essential for health and safety, be relieved from the employee's next scheduled regular duty without deduction from wages, for a period not exceeding the number of hours of the emergency duty worked. The period of relief from duty will not extend into a second period of regular duty.

## **Part 6—Leave, Public Holidays and other entitlements**

### **18. Annual leave**

- 18.1** As provided for by the NES, an employee (other than a casual employee) is entitled to four weeks of paid annual leave for each year of service. The following provisions supplement the NES entitlement.

- 18.2** Where an employee is normally stationed in the Northern Territory or under any condition the Commissioner so determines, the employee is entitled to an additional two weeks paid leave per year. This will not affect and will be in addition to the entitlement provided in the NES.

- (a) Clause 18.2 does not apply to Power and Water – all classifications. See Schedule M – Power and Water for applicable provisions.

### **18.3 Additional leave for certain shiftworkers**

- (a) An additional week of leave (seven consecutive days including non-working days) for shiftworkers, as defined in clause 18.3(b).

- (b) For the purpose of the section 87(1)(b) of the Act and clause 18.3(a), a shiftworker is an employee:

- (i) rostered to work ordinary shifts on any of the seven days of the week; and

- (ii) is regularly rostered to perform work on Sundays and public holidays.

- (c) A shiftworker rostered to perform duty on less than 10 Sundays during a year is entitled to additional paid annual leave at the rate of half a day for each Sunday rostered.

- (d) A rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clauses 18.3(a) and 18.3(c). To avoid doubt, an employee who works overtime before or after a scheduled ordinary shift and/or performed during a period of clause 16—Restriction duty or clause 17—Emergency duty (or equivalent provisions in an applicable schedule to this award) would not have the time counted towards his/her 10 Sundays.

- (e) Clauses 18.3(c) and 18.3(d) do not apply to Fire and Rescue Service employees, see clauses 18.4(g) and 18.4(h).

**18.4 Agency Specific—Fire and Rescue Service employees**

- (a) For employees working on the 10/14 roster set out in Schedule H – Fire and Rescue Service employees, who are entitled to six weeks annual leave per year under clauses 18.1 and 18.2, an employee’s annual leave credit will be recorded as 264 hours.
- (b) For employees working on the 10/14 roster set out in Schedule H – Fire and Rescue Service employees, who are entitled to seven weeks annual leave per year under clauses 18.1 to 18.3, an employee’s annual leave credit will be recorded as 312 hours.
- (c) Annual leave taken by an employee whilst working shiftwork in accordance with the 10/14 roster will be deducted from accrued annual leave entitlements (credits) at the rate of one hour for each hour of rostered duty that the employee is absent on annual leave.
- (d) An employee to whom clauses 18.4(a) to 18.4(c) applies will be entitled to the payment of rostered overtime in accordance with clause H.7.4 whilst on annual leave.
- (e) Where an employee transfers, either temporarily or permanently, from working shiftwork in accordance with the 10/14 shift to working day work only, the employee’s leave credit will be adjusted according to the following formula:

$$A = \frac{240}{264} X C$$

(i) 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.

- (f) Where an employee transfers, either temporarily or permanently, from working day work only to working shiftwork in accordance with 10/14 roster, the employee’s leave credit will be adjusted according to the following formula:

$$A = \frac{264}{240} X C$$

(i) Where:

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

- (g) An employee rostered to perform duty on less than 10 Sundays during the year is entitled to additional paid annual leave under clause 18.3 at the rate of four hours for each Sunday rostered.

- (h) In calculating leave entitlements in accordance with clause 18.4(g), the following conditions will apply to Fire and Rescue Service employees:
  - (i) Shifts any part of which fall on a Sunday will count as a full Sunday shift.
  - (ii) Leave entitlements will be calculated on the roster and not on actual physical performance.
  - (iii) Sunday rostered overtime shifts will count similarly to rostered ordinary Sunday shifts.
- (i) Salary for the purposes of annual leave will include the employee's annual salary, Northern Territory Allowance, if applicable, and any other allowances to which the employee may be entitled.

### **18.5 Taking annual leave**

- (a) Subject to clause 18.5(b), taking annual leave will be in accordance with the NES.
- (b) An employee employed in a teaching capacity in a school or as a school-based Administrative Officer will, unless otherwise approved by the Chief Executive Officer, take his/her accrued annual leave entitlements during the period on and from the first working day succeeding the last day on which the employee's school is open in a calendar year and the day preceding the first day on which the school is open in the next calendar year.
  - (i) The taking of annual leave in clause 18.5(b) applies to school-based Administrative Officers whose conditions of employment are governed by Schedule K – School-based Administrative Officers.

### **18.6 Excess leave**

- (a) Where an employee has accrued annual leave entitlements in excess of two years (or three years in the case of a compulsory transferee), the Chief Executive Officer may, on giving a minimum of two months' notice, direct the employee to take annual 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 balance to the equivalent of two years (or three years in the case of a compulsory transferee) of entitlements.
- (b) Before the Chief Executive Officer can direct that leave be taken under clause 18.6(a), the Chief Executive Officer must seek to confer with the employee and the parties must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.

### **18.7 Payment for annual leave**

- (a) An employee on annual leave will, for the period of the annual leave, be paid at the employee's ordinary hourly rate plus any allowances payable on annual leave under this award.

- (b) Subject to clause 18.10 – Annual leave loading, a shiftworker on approved annual leave will, for the period of the annual leave, receive shift penalty payments in relation to any shifts the employee would have worked if the employee was not on approved annual leave.
- (c) Refer clause 11.24– allowances payable on annual leave.
- (d) Refer clause M.18.4 – Payment for annual leave for terms applicable to Power and Water employees.

#### **18.8 Payment of accrued annual leave on termination of employment**

Where an employee ceases, the employee will be entitled to payment in lieu of accrued annual leave. Payment in lieu will be calculated using the employee's final rate of salary, including allowances payable on annual leave under this award, and annual leave loading that would have been included during annual leave.

#### **18.9 Payment of accrued annual leave on death**

Where an employee dies, or the Chief Executive Officer has directed that an employee will be presumed to have died on a particular date, payment of an amount that would have been paid if the employee had otherwise ceased employment may be made to the employee's legal personal representative or, when authorised by the employee's legal personal representative, to another person at the employer's discretion.

#### **18.10 Annual leave loading**

##### **(a) Annual leave loading entitlement**

- (i) An employee is entitled to an annual leave loading on 1 January each year. Subject to clause 18.10(b), the amount of the loading will be the lesser of:
  - seventeen and a half per cent of the value of the annual leave accrued over the previous year based on the employee's salary, including allowances in the nature of salary; or
  - a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings [ABS 6302.0] for the June quarter of the previous year.
- (ii) In the case of a shiftworker who would have been entitled to shift penalties in excess of the maximum payment referred to in clause 18.10(a)(i) had the employee not been on annual leave, the amount of the annual leave loading will be equivalent to the shift penalties.

##### **(b) Payment of annual leave loading**

- (i) An employee who is approved to use at least one week of recreation leave may apply for an accrued annual leave loading.

- (ii) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loading plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.
- (iii) Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at clause 18.10(b)(ii) will be the salary payable had the employee been employed on 1 January of that year.
- (iv) For the purposes of clauses 18.10(b), refer also to clause K.6 for special provisions regarding the calculation of annual leave loading for school-based Administrative Officers.

### **18.11 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 18.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 18.11.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 18.11 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) when the payment is to be made.
- (e) An agreement under clause 18.11 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlements to paid annual leave being less than four weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two weeks.
- (i) The employer must keep a copy of any agreement under clause 18.11 as an employee record.

Note 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 18.11.

Note 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 18.11.

**19. Personal/carer's leave and compassionate leave**

**19.1** Personal/carer's leave and compassionate leave are provided for in the NES. The following provisions supplement the NES entitlement.

**19.2** Subject to clause 19.4, employees who are entitled to paid personal/carer's leave under the NES are entitled to accrue an additional five days of personal/carer's leave per annum treated in accordance with the provisions of the NES.

**19.3** Subject to clause 19.4, an employee may be granted personal/carer's leave with pay subject to accrued personal leave entitlements, without production of evidence, to the extent of five days per personal leave year. No more than three consecutive days of personal/carer's leave may be taken without production of evidence.

**19.4 Agency specific – supplementary personal/carer's leave entitlements**

**(a)** Employees working on the 10/14 roster set out in Schedule H – Fire and Rescue Service employees, who are entitled to paid personal/carer's leave under the NES:

**(i)** are entitled to accrue an additional two shifts on full pay treated in accordance with the provisions of the NES. For the avoidance of doubt, the additional paid leave together with NES provides an entitlement to 12 shifts of paid personal leave (6D; 6N) per year;

**(ii)** may be granted personal/carer's leave with pay subject to accrued personal leave entitlements, without production of evidence, to the extent of four shifts per personal leave year;

**(iii)** in any calendar year for any absence exceeding one shift the employee will be required to produce a medical certificate; and

**(iv)** only three single day or night absences may be taken in one calendar year without the requirement to produce a medical certificate.

**(b)** Employees engaged in classifications set out in Schedule M – Power and Water who are working a nine day fortnight in accordance with an accrued day off system, and who are entitled to paid personal/carer's leave under the NES, are entitled to accrue an additional three and a half days per annum treated in accordance with the provisions of the NES.

**19.5 School-based Administrative Employees – personal/carer's leave and non-term time**

An employee employed as a school-based Administrative Officer who is unfit for duty on any day on which the employee is not required to attend for duty, in accordance with clause K.3, will not be required to apply for personal leave and the employee's accrued personal leave entitlements will not be reduced for that day.

**19.6** Paid personal/carer's leave granted in accordance with this clause may be paid:

**(a)** at full pay; or

- (b) at half pay; at the employee's request, where the absence is at least one day.
- 19.7** Where paid personal/carer's leave entitlements are exhausted, a Chief Executive Officer may grant additional leave with or without pay in accordance with clause 19.7(a). To avoid doubt, this clause supplements the entitlement to two days unpaid carer's leave per permissible occasion provided for by the NES.
- (a) An employee who has exhausted all available personal/carer's leave accrued entitlements and who has produced satisfactory evidence in accordance with the provisions of the NES may be granted:
- (i) additional personal/carer's leave on half pay; or
- (ii) personal/carer's leave without pay.
- 19.8 Personal/carer's leave whilst on other forms of leave**
- (a) An employee who has been granted leave other than paid annual leave or long service leave will not be granted personal/carer's leave during the period of that other leave.
- (b) Access to personal/carer's leave whilst on long service leave is subject to By-law 8 – Long Service Leave.
- 19.9** An additional one day paid compassionate leave per occasion is provided to all employees other than casual employees.
- 19.10** An employee may take unpaid compassionate leave by agreement with the Chief Executive Officer.
- 19.11** Subject to clause 19.12, paid personal/carer's leave and compassionate leave will be paid at the employee's ordinary hourly rate plus any allowances payable on such leave under this award.
- 19.12** Salary for the purpose of personal leave for employees in the Fire and Rescue Service in clause 10.4 – Agency specific classifications, will include:
- (a) for the purpose of personal leave at full pay an employee's annual salary, current Northern Territory allowance and any other current allowance to which the employee was entitled at the commencement of his/her personal leave; and
- (b) for the purpose of personal leave on half pay, one half of the employee's annual salary, full Northern Territory allowance plus any other allowance or part of an allowance.
- 20. Parental leave**
- 20.1** Parental leave (includes adoption leave) is provided for in the NES. These provisions supplement the entitlements in NES.

**20.2 Unpaid parental leave – ongoing and fixed period employees – less than 12 months’ service**

An ongoing or fixed period employee with less than 12 months’ continuous service is entitled to unpaid parental leave (including paternity/partner and adoption leave) as provided for in the NES as if the employee had met the general rule (employee must have completed at least 12 months of service) contained in s.67(1) of the Act.

**20.3 Unpaid parental leave – casual employees**

A casual employee is entitled to unpaid parental leave in accordance with the NES (see s.67(2) of the Act).

**20.4** An employee eligible for parental leave under clause 20 will not be granted leave beyond a date which but for the grant of leave, would have been the employee’s cessation date or end of tenure.

**20.5 Paid Maternity Leave – at least 12 months’ continuous service**

(a) A pregnant employee with 12 months’ continuous service who is entitled to unpaid parental leave under the NES, in accordance with s.67(1) of the Act, shall be paid the salary that the employee would have been paid for their ordinary hours as if they attended work for the first 12 weeks of the birth-related leave taken in association with that pregnancy.

(b) A pregnant employee who:

(i) is not entitled to paid leave under clause 20.5; and

(ii) at the commencement of birth-related leave taken in accordance with that pregnancy does not have 12 months’ continuous service; and

(iii) attains 12 months’ continuous service during the first 12 weeks of birth-related leave;

will be entitled, for the remainder of that 12 week period, to be paid for their ordinary hours as if they attended for work.

(c) Where an employee’s child is born prematurely after the commencement of parental leave, the entitlement to and period of paid and unpaid leave remain unchanged.

(d) The whole of the period of paid parental leave will count as service for all purposes.

**20.6 Returning to work / outside employment during parental leave**

(a) Subject to the approval of the Chief Executive Officer, an employee on parental leave without pay under clause 20 – Parental leave, may return to duty for any period with the Agency, or another Agency.

(b) An employee on parental leave without pay may engage in outside employment in accordance with section 61 of PSEM Act.

- (c) Employment under clauses 20.6(a) and (b) will:
  - (i) not prevent the employee from recommencing parental leave; and
  - (ii) not extend the maximum period of parental leave approved under clause 20 – Parental leave.

**20.7** Where an employee on unpaid parental leave applies to utilise accrued annual leave or long service leave, and is eligible for that leave, the application will be granted. Any such paid leave utilised, subject to the relevant leave provisions, will count for service.

**20.8** Subject to clause 20.8(a), unpaid leave granted under clause 20 will not count as service for any purpose.

- (a) With the exception of any period during which the employee on unpaid parental leave is engaged in outside employment during normal working hours (as approved in accordance with section 61 of PSEM Act), unpaid leave resulting from the application of clause 20.5(b) will count as service for all purposes.

**20.9 Maternity/adoption leave – 6 year option – at least 12 months’ continuous service**

- (a) An employee who is pregnant and intends to take birth-related leave, or an employee who intends to take adoption-related leave, may be granted up to 6 year’s unpaid leave in accordance with this clause where the employee has completed at least 12 months’ continuous service before commencing that leave.
- (b) Leave taken under this clause must not extend beyond the child’s sixth birthday.
- (c) Any leave taken under this clause will be deemed parental leave for the purposes of the NES up to 24 months from date of birth of the child or day of placement (adoption leave). Thereafter, all unpaid leave taken until the child’s sixth birthday will be in accordance with By-law 16 – Special Leave Without Pay.
- (d) Subject to the NES, where both parents are employees, they will not both be eligible for parental leave without pay under this clause during the same period, but may utilise parental leave as follows:
  - (i) where both parents are eligible for 6 year’s unpaid parental leave, they may apply for alternating periods of leave where the first interchange may be made at any time and subsequent interchanges will be for a period of not less than 12 months unless otherwise approved by the Chief Executive Officer.
- (e) With the exception of any period during which the employee on unpaid parental leave is engaged in outside employment during normal working hours (as approved in accordance with section 61 of PSEM Act), the first 12 weeks of unpaid leave under this clause will count as service for all purposes.

- (f) An employee on unpaid parental leave under this clause may apply to utilise accrued annual leave or long service leave at any time up to 24 months from commencement of parental leave or the date of birth of the child, whichever occurs earlier. Any such paid leave utilised, subject to the relevant leave provisions, will count for service.
- (g) Where an employee again becomes pregnant during a period of parental leave, the period may be extended until the sixth birthday of the child of the subsequent pregnancy, in accordance with the six-year option provisions.

**20.10** In addition to the consultation and communication obligations under the NES, the employee will take reasonable steps to inform the Chief Executive Officer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

**20.11 Compulsory Transferees – specific provisions**

- (a) Clause 20.11 only applies to a compulsory transferee, as defined in Schedule A – Definitions, who was compulsorily transferred to the NTPS before 28 November 1978.
- (b) For the purposes of clauses 20.5(d), 20.7 and 20.8, the whole of a period of maternity leave granted in accordance with clause 20.5 will count as service for all purposes except that the period to count as service for annual leave and leave airfares will be the first 26 weeks of the period of paid leave, whichever is the longer.
- (c) A Chief Executive Officer may grant to an eligible employee up to one week's paternity leave which will commence within the period from one week before the estimated date of birth of the child to five weeks after the actual date of the child's birth.
  - (i) An eligible employee will be entitled to payment during paternity leave equivalent to the payment that would have been made had the employee continued on duty for the period and absence on paternity leave will be allowed for five working days regardless of the number of hours that the employee is required to perform normal duty on those days.

**21. Leave to attend industrial proceedings**

**21.1** An employee, excluding casuals, required by summons or subpoena to attend industrial proceedings, or to give evidence in proceedings affecting the employee will be granted paid leave.

**21.2** Leave to attend industrial proceedings counts as service for all purposes.

**22. Public holidays**

**22.1** Public holidays are provided for in the NES.

## **23. Termination of employment**

### **23.1 Notice of termination by employer**

Notice of termination is provided for in the NES.

### **23.2 Notice of termination by employee**

- (a)** In accordance with the PSEM Act, the notice of termination required to be given by an employee to the employer is 14 days. The Chief Executive Officer may accept a lesser period.
- (b)** If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

## **24. Redundancy**

**24.1** Redundancy pay is provided for in the NES. The following provisions supplement the NES.

### **24.2 Eligible employee**

An ongoing NTPS employee not on probation is an eligible employee for the purposes of this clause.

**24.3** In this clause:

**(a) Potentially surplus employee** means:

- an employee who is in a class comprising a greater number of employees than is necessary for the efficient and economical working of the Agency; or
- an employee whose services cannot be effectively used because of technological or other changes in the work methods of the Agency, or changes in the nature, extent or organisation of the functions of the Agency.

**(b) Service** means a period of continuous service as defined in the Act, and which includes service as a compulsory transferee as defined in this award.

**(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 who the Commissioner has determined is surplus to the requirements of the NTPS.

### **24.4 Notice of redundancy**

- (a)** Where the Commissioner decides that redeployment of any potentially surplus employee is not feasible:

- (i) an employee is entitled to six months formal notice that the employee is surplus to the requirements of the service; or
  - (ii) where an employee has 20 or more years' service or is over the age of 45 years, the employee is entitled to 12 months formal notice that the employee is surplus to the requirements of the service.
- (b) A surplus employee cannot be given notice under this clause if:
- (i) the employee has not been invited to elect for retrenchment in accordance with clause 24.5 –Voluntary retrenchment; or
  - (ii) the employee has made an election for retrenchment and the Commissioner has refused to approve it.

#### **24.5 Voluntary retrenchment**

- (a) Where an employee is unable to be placed in other suitable employment the employer may offer the employee a voluntary retrenchment.
- (b) 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.
- (c) The surplus employee may be retrenched at any time within the period of notice under clause 24.5(b), at the direction of the Chief Executive Officer 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.

#### **24.6 Entitlement – redundancy pay**

An employee retrenched in accordance with clause 24.5, is entitled to be paid redundancy pay (which includes any NES entitlement) of a sum equal to two weeks' salary including, (where applicable) Northern Territory Allowance, for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, unless the NES provides a greater benefit.

#### **24.7 Minimum and maximum payments**

The minimum sum payable as redundancy pay on termination will be four weeks' salary and the maximum sum payable will be 48 weeks' salary.

#### **24.8 For the purpose of calculating payment under clause 24.6:**

- (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 his or her higher designation at the date of notification;
- (b) where an employee has been paid a loading 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 will be counted as part of 'weeks' salary';

- (c) the inclusion of allowances or loadings as salary, other than those specified in clauses 24.8(a) and (b), will be at the discretion of the employer.

**24.9** All annual leave, long service leave and leave loading entitlements, including pro rata entitlements, must be paid out.

**24.10** Subject to clause 24.11, 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 Commissioner.

**24.11** A surplus employee is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and his or her recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 24.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

**24.12 Notice of transfer or termination of employment**

- (a) An employee must be given four weeks formal notice that the employee will be transferred to a lower salary or employment will be terminated when:
  - (i) the relevant period of notice in clause 24.4 – Notice of redundancy has expired and the employee cannot be placed in other suitable employment;
  - (ii) the relevant period of notice in clause 24.4 – Notice of redundancy has expired and the training for alternative employment cannot be arranged.
- (b) An employee over the age of 45 years is entitled to five weeks formal notice that the employee will be transferred to a lower salary or will be terminated from employment.

**24.13 Leave and expenses to seek employment**

- (a) For the purpose of attending employment interviews, an employee who has received notice in accordance with clauses 24.4 – Notice of redundancy or 24.12 – Notice of transfer or termination of employment is entitled to:
  - (i) reasonable leave with full pay; and
  - (ii) reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.
- (b) An employee is entitled to all reasonable expenses associated with moving his or her household to a new location if, in the opinion of the Commissioner, the transfer is necessary to enable the employee to take up alternative employment.

**24.14 Election to terminate employment or be transferred**

- (a) With the approval of the Commissioner, an employee who has received notice in accordance with clauses 24.4 – Notice of redundancy or 24.12 – Notice of transfer or termination of employment may elect to terminate employment or

be transferred before the expiry date of the notice period. The date elected then becomes the date of termination of employment or transfer for the purposes of this award.

- (b) Where the Commissioner approves an election to terminate employment, the employee will be entitled to receive payment in lieu of salary for the unexpired portion of the notice period. This payment includes Northern Territory allowance where it is applicable.
- (c) An employee who has declined an invitation to elect for voluntary retrenchment prior to clauses 24.4 – Notice of redundancy and 24.12 – Notice of transfer or termination of employment being invoked, is not entitled to receive a greater payment under clause 24.14(b) than the employee would have been entitled to receive had the employee elected to be voluntarily retrenched.

#### **24.15 Payment of income maintenance upon transfer**

- (a) An employee will be able to receive maintenance of income payments where they have been transferred to a lower designation and salary in accordance with clause 24.14 – Election to terminate employment or be transferred.
- (b) **Period of income maintenance**

An employee transferred during either of the notice periods pursuant to clause 24.14 – Election to terminate employment or be transferred, is entitled to receive maintenance of income payments, if any, for the balance of the relevant notice period; and if the employee's circumstances so require.

#### **24.16 Calculation of income maintenance payments**

- (a) Income maintenance payments equal an amount, if any, necessary to bring his or her salary at the lower level up to the salary level at the date of the transfer of employment.
- (b) Where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date which the employee received notice under clause 24.4 – Notice of redundancy, the employee's salary, for the purposes of this clause, is that received at the higher designation at the date of receiving notice.
- (c) The inclusion of allowances or loadings as salary, other than higher duties allowance, is at the discretion of the Commissioner.

#### **24.17 Allowances**

- (a) **Compensation for losses etc.**

An employee who is eligible for the payment of income maintenance under clause 24.15(a) or payment in lieu of notice upon termination of employment under clause 24.14(b), is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of his or her transfer or termination of employment which in

the opinion of the Commissioner were brought about by the termination of employment or transfer.

#### **24.18 Use of accrued personal leave**

- (a) The periods of notice under clauses 24.4 – Notice of redundancy or 24.12 – Notice of transfer or termination of employment, 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.
- (b) For the purposes of clause 24.15 – Payment of income maintenance, an employee who, at the date transfer, has accrued personal leave entitlements is entitled to receive maintenance of income payments in respect of loss of income through sickness until such time as those accrued personal leave entitlements have been exhausted.

Provided that:

- (i) the rate of payment will be set out in clause 24.16 – Calculation of income maintenance payments;
- (ii) the entitlement to maintenance of income payments under this clause:
  - will not exceed six months of accrued personal leave entitlements;
  - will not apply to uncertified absences.
- (iii) the period for which maintenance of income payments are paid under clause 24.15 – Payment of income maintenance will be extended by the period or periods for which payments are made under this clause;
- (iv) access to accrued personal leave entitlements is available only during the period of income maintenance.

#### **24.19 Facilitative provisions**

Where the union, or other employee nominated representative, the employee, and the Commissioner agree, provisions may be applied to a potentially surplus employee or surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this award.

## **Part 7—Consultation and Dispute Resolution**

### **25. Consultation**

#### **25.1 Consultation regarding major workplace change**

##### **(a) Employer to notify**

- (i) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology

that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

**(b) Employer to discuss change**

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 25.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 25.1(a).
- (iii) For the purposes of such discussions, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The employer is not required to disclose confidential information the disclosure of which would be contrary to the employer and/or Northern Territory Government's interests.

**25.2 Consultation about changes to rosters or hours of work**

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change, provided that the employer is not required to disclose confidential information the disclosure of which would be contrary to the Northern Territory Government's interests;

- (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give timely consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **26. Dispute resolution**

- 26.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor.
- 26.2** If such discussions do not resolve the dispute, the parties will arrange for further discussions between the employee or employees concerned and more senior levels of management within 48 hours
- 26.3** If the matters are still not resolved, within a further 24 hours a discussion will be held between the employer, the employee or employees concerned and the relevant employee representative, if any.
- 26.4** If a dispute about a matter arising under this award is unable to be resolved at the workplace, and all appropriate steps under clauses 26.1 to 26.3 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 26.5** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 26.6** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 26.7** An employer or employee may appoint another person, organisation or association, including an employee representative, to accompany and/or represent them for the purposes of this clause.
- 26.8** While the dispute resolution procedure is being conducted, work must continue in accordance with this award, the Act and PSEM Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

**27. Grievance and dispute resolution training**

**27.1** Subject to clause 27.3, leave of absence will be granted to an employee to attend short training courses or seminars on the following conditions:

- (a) that Agency operating requirements permit the grant of leave; and
- (b) that the scope, content and level of the short course or seminar are directed to a better understanding of grievance handling and dispute resolution.

**27.2** Leave granted under clause 27.1 will be with full pay at ordinary time, excluding shift, penalty or overtime payments, and will count as service for all purposes.

**27.3** This provision does not apply to Assistant Teacher, Classroom Teacher and Senior Teacher listed in clause 10.4 – Agency specific classifications.

## Schedule A—Definitions

In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth), as amended from time to time

**adult apprentice** means an employee who is 21 years of age or over

**apprentice** means an employee who is bound by a contract of training registered with the appropriate State or Territory training authority

**Agency** has the meaning given by the *Public Sector Employment and Management Act 1993* (NT)

**By-law(s)** means a condition of service contained in the Public Sector Employment and Management By-laws as at the commencement date of this award.

**Chief Executive Officer** has the meaning given by the *Public Sector Employment and Management Act 1993* (NT). Except where the context otherwise requires, a Chief Executive Officer includes a person authorised to exercise the relevant powers of a Chief Executive Officer for the purpose concerned

**Commissioner** has the meaning given by the *Public Sector Employment and Management Act 1993* (NT).

**compulsory transferee** means an employee who was compulsorily transferred to:

(a) the Northern Territory Public Service from:

- the Commonwealth Public Service; or
- the former Northern Territory Public Service;

under the provisions of section 38 or 40 of Part IV of the *Public Service Act 1976*; or

(b) the Northern Territory Teaching Service from the Commonwealth Teaching Service;

under provisions of section 54 of Part IV of the *Teaching Service Act 1981*

**continuity of service** means the period for which an employee has performed duty including approved periods of paid leave and periods of unpaid leave which have been specified as counting as service for all purposes. It does not include unauthorised absences.

**day worker** means an employee who is not defined as a shiftworker in Schedule A

**Department of Children and Families** means the Agency as established under the Administrative Arrangements Order as at the commencement date of this award

**Department of Education** means the Agency as established under the Administrative Arrangements Order as at the commencement date of this award.

**Department of Health employee(s)**, however described, means:

- (a) Physicals employed in the Department of Health, except those whose employment conditions are governed by Schedule D – Class of work/designation – Physical of this award (namely trade qualified Physical employees);
- (b) Technicals employed in central sterilization services;
- (c) Professionals employed in radiography or sonography;
- (d) Administrative Officer 1 and Administrative Officer 2; and
- (e) Aboriginal and Torres Strait Islander Health Practitioners.

The ‘Department of Health’ refers to the Agency as established under the Administrative Arrangements Order as at the commencement date of this award.

**dependent or dependents** in relation to an employee means, unless otherwise specified in a clause or schedule to this award:

- (a) the spouse (including de facto partner) of the employee; or
- (b) a child or parent of the employee, or of the spouse (including de facto partner) of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee; and
- (c) who are not in receipt of income from any other source exceeding the weekly minimum adult wage as determined by the Commissioner.

**Dentist Manager** in clause 10.4 – Agency specific classifications, includes the designations Dentist Manager, Remote Dentist Manager, Remote Service Manager, and Senior Dentist Manager

**employee** means a person employed in the Northern Territory Public Sector as defined in the *Public Sector Employment and Management Act 1993* (NT)

**employee representative** means a representative chosen by the employee, which may be a union representative

**employer** means the Commissioner as defined in the *Public Sector Employment and Management Act 1993* (NT).

**Fire and Rescue Service** means the Fire and Rescue Service of the Northern Territory

**full-time employee** means an employee normally required to work ordinary hours of 36.75, 37.5 or 38 per week as specified in clause 8.2(b)(i) applicable to an employee

**immediate family** as defined in the Act

**NES** means the National Employment Standards as contained in sections 59 to 131 of the Act

**NTPS** means the Northern Territory Public Sector as provided in the *Public Sector Employment and Management Act 1993* (NT)

**ordinary time** means the hours and days that an employee is normally required to work not exceeding 36.75, 37.5 or 38 hours per week within the span of hours applicable to an employee

**PSEM Act** means the *Public Sector Employment and Management Act 1993* (NT), as amended from time to time, and includes its subordinate Regulations, By-laws, Employment Instructions and Determinations

**Power and Water** refers collectively to the three Northern Territory government owned corporations (trading as ‘Power and Water Corporation’, ‘Territory Generation’ and ‘Jacana Energy’) as constituted pursuant to the following Northern Territory legislation:

- (a) *Power and Water Corporation Act*
- (b) *Power Generation Corporation Act 2014*
- (c) *Power Retail Corporation Act 2014*

Subject to the relevant Northern Territory legislation as varied from time to time, each government owned corporation listed above is an ‘Agency’ for the purposes of section 3(1) of the *Public Sector Employment and Management Act 1993* (NT).

**salary barrier** means the minimum annual pay rate payable to an employee at the Administrative Officer level 6 classification as contained in clause 10.3 – NTPS classifications or clause M.2.1 – Power and Water classifications, whichever is applicable. A classification is “below” the salary barrier where the minimum pay rate for the classification is less than the pay rate payable to an Administrative Officer level 6. A classification is “above” the salary barrier where the minimum pay rate is not less than the pay rate payable to an Administrative Officer level 6.

**shiftworker** except where a clause or a schedule to this award provides otherwise, means an employee who is rostered to perform ordinary hours of duty outside the period 6.00 a.m. to 6.00 p.m. Monday to Friday, and/or Saturdays, Sundays or public holidays for an ongoing or fixed period.

**Split shift** means a shift where two periods of work separated by a non-working period is worked on any one day

**Standard rate** means the minimum hourly pay rate for Physical 4 (PH4) in clause 10.3(a)

**substantive designation** means the classification and classification level (where applicable) to which an employee has been appointed, transferred or promoted on an ongoing basis

**union(s)** means a union which can represent the industrial interests of the employee(s) concerned and has one or more members employed in the Agency in which the employee(s) are employed and, where appropriate, includes the relevant national union official or nominated delegate

## Schedule B—Supported Wage System

**B.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

**B.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged

**supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### **B.3 Eligibility criteria**

**B.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**B.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

## **B.4 Supported wage rates**

**B.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity (clause B.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**B.4.2** Provided that the minimum amount payable must be not less than \$82 per week.

**B.4.3** Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

## **B.5 Assessment of capacity**

**B.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**B.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

## **B.6 Lodgement of SWS wage assessment agreement**

**B.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Commission.

**B.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Commission within 10 working days.

## **B.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

## **B.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **B.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **B.10 Trial period**

- B.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- B.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- B.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.
- B.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- B.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.5.

## Schedule C—National Training Wage

### C.1 Title

This is the *National Training Wage Schedule*.

### C.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**year 10** includes any year before Year 10

### **C.3 Coverage**

- C.3.1** Subject to clauses C.3.2 to C.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix C1 or by clause C.5.4 of this schedule.
- C.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix C1 to this schedule.
- C.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- C.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- C.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- C.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **C.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

- C.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

**C.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## **C.5 Minimum Wages**

### **C.5.1 Minimum wages for full-time traineeships**

#### **(a) Wage Level A**

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix C1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

#### **(b) Wage Level B**

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix C1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

**(c) Wage Level C**

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix C1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10 per week</b>	<b>Year 11 per week</b>	<b>Year 12 per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

**(d) AQF Certificate Level IV traineeships**

**(i)** Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

**(ii)** Subject to clause C.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship per week</b>	<b>Second and subsequent years of traineeship per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

**C.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose

training package and AQF certificate levels are allocated to Wage Level A by Appendix C1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

**(b) Wage Level B**

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix C1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

**(c) Wage Level C**

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix C1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

**(d) School-based traineeships**

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix C1 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
<b>\$</b>	<b>\$</b>
9.94	10.96

**(e) AQF Certificate Level IV traineeships**

(i) Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

**(f) Calculating the actual minimum wage**

- (i)** Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii)** Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii)** Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

**C.5.3 Other minimum wage provisions**

- (a)** An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b)** If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

**C.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix C1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

**C.6 Employment conditions**

- C.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- C.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

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**C.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause C.5.2(f)(ii) and not by this clause.

**C.6.4** Subject to clause C.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## Appendix C1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

### C1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III

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<b>Training package</b>	<b>AQF certificate level</b>
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III

**Training package****AQF certificate level**

Water Industry (Utilities)	III
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**C1.2 Wage Level B****Training package****AQF certificate level**

Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II

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<b>Training package</b>	<b>AQF certificate level</b>
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III

**Training package****AQF certificate level**

Water Industry	I II
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**C1.3 Wage Level C****Training package****AQF certificate level**

Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

## Schedule D—Class of work/designation – Physical

### D.1 General

**D.1.1** This schedule applies to employees in the Physical level 1 to 9 classifications employed in a designation listed in clause D.1.3 in any Agency, excluding the Department of Education, Power and Water and all non-trade qualified Physical employees in the Department of Health.

**D.1.2** This schedule is to be read in conjunction with the other relevant terms of the award and will prevail over other award terms in relation to employees whose conditions of employment are governed by this schedule to the extent of any inconsistency.

### D.1.3 Designation—Physical employees

Trade Qualified	Non-Trade Qualified	
Carpenter	Cleaner	Labourer
Electrical fitter and/or mechanic	Driver (passenger car) car pool	Labourer – agricultural
Electrician special class	Driver of vehicle with accommodation for 8 persons or less	Storeman
Electronics serviceman	Driver of vehicle with accommodation for more than 8 persons but less than 30 persons	Security Officer
Electrician	Field assistant (conservation commission)	Tradesperson's assistant
Inspector – electrical plant and equipment	Field assistant (geology)	Weighbridge operator
Inspector – mechanical plant and equipment	Forestry worker	
Fitter	Gardener	
Mechanical tradesperson	Janitor	
Motor mechanic		
Tradesperson (horticultural)		

### D.1.4 Definitions

In this schedule:

**Electrician – special class** means an electrical fitter or electrical mechanic who is mainly engaged on complex or intricate circuitry or both, the performance of which work required the use of **additional knowledge** as herein defined.

(a) For the purpose of this definition **additional knowledge** means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesman by virtue of his or her:

(i) having had not less than two years on-the-job experience as a tradesman working mainly on such complex or intricate circuitry work as will enable the tradesman to perform such work unsupervised where necessary and practicable; and

(ii) having, by virtue of either the satisfactory completion of a post trade course recognised by the Australian Competency Standards in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to above, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesman to examine, diagnose and modify systems comprising inter-connected circuits.

**Electrical fitter** means a fitter mainly engaged in making, fitting or repairing electrical machines, instruments or appliances who in the course of his or her work applies electrical knowledge.

**Electrical mechanic** means a tradesman mainly engaged on electrical installation, repairs and maintenance work.

**Electronics serviceman** means an employee who holds a recognised relevant trade certificate or a Broadcast Operator's Certificate or such other qualifications and/or experience recognised by the Commissioner for the purpose.

**Fitter** means a tradesman of one or more of the following classes: mechanical fitter, electrical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work, points and crossings fitter and window frame fitter.

**Inspector – electrical plant and equipment** means a tradesman who is employed in that capacity to carry out regular and continuous inspection of electrical plant and equipment installed in establishments and who is responsible to carry out the maintenance on such plant and equipment as required and for reporting on its condition and for the preparation or assistance in the formulation of maintenance programme.

**Inspector– mechanical plant and equipment** means a tradesman who is employed in that capacity to carry out regular and continuous inspection of mechanical plant and equipment installed in establishments and who is responsible to carry out the maintenance on such plant and equipment as required and for reporting on its condition and for the preparation or assistance in the formulation of maintenance programme.

**Mechanical tradesperson – special class** means a mechanical tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and who, in the course of such work, is required to read and understand hydraulic and/or pneumatic circuitry which controls fluid power systems, the performance of which work requires the use of **additional knowledge** as herein defined.

- (a) For the purpose of this definition **additional knowledge** means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:
- (i) having a minimum of two years on the job experience as a tradesperson working predominantly on fluid power systems as will enable the tradesperson to perform such work under minimum supervision and technical guidance; and
  - (ii) having satisfactorily completed a post trade course or the achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means including in-plant training or on the job experience referred to above.

**Motor mechanic** means a tradesman engaged repairing, altering, overhauling, assembling (except for the first time in Australia) or testing metal and/or electrical parts of the engine or chassis of motor cars, motor cycles or other motor vehicles.

## **D.2 Contract of employment – fixed period employees**

Fixed employees, that is employees who are employed under section 29(3)(b) of the PSEM Act may not have their services terminated before the completion of the specified period of employment due to insufficiency of work.

## **D.3 Fares and travelling expenses on employment and on termination of employment – fixed period employees**

**D.3.1** An employee engaged outside the Northern Territory for employment in the Northern Territory, will at the Agency's expense be conveyed together with his or her tools of trade, if any, from the place of engagement to the place of employment, provided that an agreed reasonable amount may be deducted from the wages due to such employee up to the total amount of the cost of transportation from the place of engagement to the place of employment in the Northern Territory.

**D.3.2** The amount so deducted and retained by the Agency will be returned to the employee at the expiration of six months from the time of commencing work or on completion of the term of engagement or on the termination by the Agency of the employee's employment for reasons other than those permitting dismissal without notice under PSEM Act, whichever event shall first happen.

**D.3.3** When travelling from the place of engagement to the place of employment, an employee will be paid wages at the rate prescribed by this award for his or her

classification as from the time of commencing travel to undertake duty to the time of arrival at the place of employment, provided that such wages shall be for a maximum of 16 hours at ordinary rate of pay where travel is by rail with second class sleeper accommodation or by economy class air.

- D.3.4** Provided further that if the employee travels by any other mode of transport the employee will be entitled to payment of eight hours travelling in respect of each day of travel up to a maximum of 16 hours at ordinary rate of pay.
- D.3.5** If an employee engaged in accordance with clause D.3.1 resigns on completion of 12 months service or on the completion of his or her term of engagement or on the termination of his or her employment by the Agency for reasons other than misconduct or incompetence, whichever event shall first happen, the employee will be reimbursed the cost of his or her travel to enable him or her to return to his or her place of engagement and the payment of wages, whilst still an employee, on the basis of clause D.3.3 from the time of commencing travel for the return journey until the time of arrival at the place of engagement.
- D.3.6** Such entitlement shall lapse if not availed of before the expiration of three months from the date of termination of employment.
- D.3.7** Should an employee elect to travel to the Northern Territory by means of his or her own vehicle the employee may after giving six months satisfactory service be reimbursed the cost of his or her travel calculated on the mileage and period necessary for travel by the most direct recognised route from the place of engagement up to a maximum of the cost of a single fare and travelling time if the employee had travelled by economy class air by the most direct route.

#### **D.4 Transport of employees**

When an employee, after having worked overtime or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Agency shall provide the employee with a conveyance to his or her home, or pay his or her current wage for the time reasonably occupied in reaching his or her home.

#### **D.5 Restriction duty—On-call allowance**

- D.5.1** Subject to clause D.5.2, restriction duty provisions will be as per clause 16 – Restriction duty.
- D.5.2** Subject to the prior approval of the Commissioner to the introduction at an establishment of an on call roster in relation to a class of employee, an employee placed on that roster as available for duty on call during a period when the employee is off duty shall be paid in accordance with the following scale:
- (a)** When the rostered period is for:
    - (i)** Any Monday to Friday inclusive (except accrued days off) **\$0.67** per hour or part thereof.
    - (ii)** Saturday, Sunday, public holidays and accrued days off **\$1.10** per hour or part thereof.

## **D.6 Shiftwork – special provisions**

**D.6.1** Subject to clauses D.6.2 to D.6.2(c), shiftwork provisions are in accordance with clause 8.4 – Ordinary hours of work – shiftworkers and clause 14 – Penalty rates – shiftworkers.

### **D.6.2 Sunday or Public Holiday**

- (a) A shiftworker on continuous work shifts for work done on a rostered shift, the major portion of which is performed on a Sunday or public holiday will be paid at the rate of double time.
- (b) For the purposes of clause D.6.2(a) one shift (part of which falls within the Sunday or public holiday period) will be observed as the Sunday or public holiday shift and parts of other shifts which may be worked between midnight and midnight on the Sunday or public holiday will not be paid for at the rate of double time, except for time of duty in excess of shift hours.
- (c) An employee not engaged on continuous work who works on a Sunday or public holiday and (except for meal breaks) immediately thereafter continues that work, will on being relieved from duty, be entitled to be absent until the employee has had 10 consecutive hours off duty, without deduction of pay for ordinary time off duty occurring during the absence.

**D.6.3** For the purposes of clause 14.6(b) (shiftwork penalty rates), an employee who:

- (a) during a period of engagement on shiftwork, works night shift only; or
- (b) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least 1/3<sup>rd</sup> of his or her working time-off night shift in each cycle;

will during such engagement, period or cycle be paid at the rate of single time plus 30% for all time worked during ordinary working hours on such night shifts.

## **D.7 Travelling time between jobs**

**D.7.1** An employee who is required to travel on duty between one Agency job to another will be paid at ordinary rates for all time up to eight hours spent in travelling on a weekday. For all time over eight hours spent in travelling on a weekday and for all time spent in travelling on a Saturday, the employee will be paid at overtime rates and for all time spent in travelling on a Sunday or public holiday the employee will be paid at double rates.

**D.7.2** Where travel is by ship where sleeping accommodation is available the maximum travelling time to be paid will be for 12 hours out of every 24 hours.

## Schedule E—Summary of Monetary Allowances

See clause 11– Allowances and various schedules for full details of allowances payable under this award.

### E.1 Wage Related Allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule A – Definitions as the minimum hourly rate for an Physical 4 (PH4) in clause 10.3 = **\$20.61** {38 hour/week}

Wage Related Allowance	Clause	Payable	\$	% of standard rate
Restriction duty – on-call				
On call allowance	16.4(a)(i)	hourly	0.93	4.52%
On call allowance (Child Protection Practitioners)	16.6(d)	hourly	2.54	12.32%
On-call allowance (Port Services)	J.4.9	hourly	1.73	8.40%
On-call allowance (Employees governed by Schedule D)				
Any Monday to Friday inclusive	D.5.2(a)(i)	hourly	0.67	3.23%
Saturday/Sunday/Public Holiday/ ADO	D.5.2(a)(ii)	hourly	1.10	5.32%
First aid allowance – hold Provide First Aid [HLTAID003] or equivalent	11.5(c)(i)	weekly	13.14	63.74%
First aid allowance – hold Provide Advanced First Aid [HLTAID006] or equivalent	11.5(c)(ii)	weekly	15.98	77.55%
First aid allowance - Physical	11.20(i)	daily	2.86	13.86%
Intermittent motor driving duties – junior employees	11.15	daily		See clause 11.15
Intermittent driving duties – school maintenance officer	11.16	per annum		See clause 11.16
Ambulance duty (Nurse/Midwife)	F.7.3	hourly		See clause F.7.3
Teachers in special school	I.5.2(a) I.5.2(b)	per annum	2085.89	10,120.77%
Teacher of special class	I.5.2(c)	per	2085.89	10,120.77%

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<b>Wage Related Allowance</b>	<b>Clause</b>	<b>Payable</b>	<b>\$</b>	<b>% of standard rate</b>
		annum		
Teacher in charge – one teacher school with primary classes	I.5.1	per annum	2085.89	10,120.77%
Principal of area school	I.5.2(d)	per annum	3358.11	16,293.59%
The teacher in charge in a pre-school with two or more teachers	I.5.2(e)	per annum	3358.11	16,293.59%
The teacher in charge in a pre-school with one teacher	I.5.2(f)	per annum	1627.33	7,895.83%
Teacher of exemplary practice level 3	I.6	per annum		See clause I.6
Consolidated allowance	J.2	per annum	2927.25	14,203.08%
Dental Technician	11.14(a)	per annum	919.56	4,461.70%
Senior Dental Technician – Darwin	11.14(b)	per annum	919.56	4,461.70%
Radiographers – C.T. scanner allowance	11.14(c)	per annum	1234.98	5,992.15%
Orderly (PH2) ambulance duty without first aid qualification	11.14(d)(i)	daily	8.52	41.33%
Orderly (PH2) ambulance duty and holds Provide First Aid [HLTAID003] or equivalent	11.14(d)(ii)	weekly	10.81	52.46%
Orderly (PH2) ambulance duty and holds Provide Advanced First Aid [HLTAID006] or equivalent	11.14(d)(iii)	weekly	13.02	63.19%
Orderly/hospital assistant (PH2) – special functions allowance	11.14(e)	weekly		Clause 11.14(e)
Orderly PH2 – security/mental health	11.14(f)	per shift	3.94	19.13%
Post mortem and dirty body allowance	11.14(g)	per body	26.10	126.63%
Post mortem allowance	11.14(h)			

<b>Wage Related Allowance</b>	<b>Clause</b>	<b>Payable</b>	<b>\$</b>	<b>% of standard rate</b>
Post mortem allowance (other than post mortem assistant)	11.14(h)(i)	per post mortem	10.21	49.53%
Post Mortem Assistant	11.14(h)(ii)	per annum	330.68	1,604.47%
Confined spaces (Department of Health)	11.14(i)			See clause 11.20(a)
Leading hand (Department of Health)	11.14(j)			See clause 11.18
Leading Hand	11.18			
2 up to 10 employees		weekly	34.57	167.71%
10 up to 20 employees		weekly	51.67	250.72%
More than 20 employees		weekly	65.60	318.28%
High cleaning – above 9 metres	11.19(b)	hourly	0.32	1.54%
High cleaning – each additional 9 metres or part thereof	11.19(b)	hourly	0.32	1.54%
Cleaning grease traps	11.19(c)	hourly	0.48	2.33%
Confined spaces	11.20(a)	hourly	0.79	3.83%
Dirty work	11.20(b)	hourly	0.60	2.93%
Wet places	11.20(c)	hourly	0.60	2.93%
Working at heights – 9 metres	11.20(d)	hourly	0.43	2.09%
Working at heights – for each additional 9 metres	11.20(d)	hourly	0.43	2.09%
Insulation work	11.20(e)	hourly	0.82	3.97%
Toxic substances	11.20(f)	weekly	7.63	37.01%
Drivers/Operators allowance	11.20(g)			
Carting/handling dirty material	11.20(g)(i)	hourly	0.40	1.94%
Carting/handling offensive material	11.20(g)(ii)	hourly	2.30	11.18%
Load/unload furniture	11.20(g)(iii)	daily	1.48	7.20%
Drive vehicle carting garbage	11.20(g)(iv)	weekly	16.26	78.89%
Tradesperson's rate	11.20(h)			See clause 11.20(h)
Government House allowance	11.21	per annum	2969.80	14,409.49%

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<b>Wage Related Allowance</b>	<b>Clause</b>	<b>Payable</b>	<b>\$</b>	<b>% of standard rate</b>
Cleaners - toilet cleaning duty in institutions for children	11.22	daily	1.28	6.21%
Motor (not being a tractor) drawing trailer	11.23			
Loaded single axle trailer	11.23(a)	daily	2.93	14.21%
Empty single axle trailer	11.23(b)	daily	1.65	8.00%
Any other loaded trailer	11.23(c)	daily	3.67	17.83%
Any other empty trailer	11.23(d)	daily	2.05	9.94%
Janitor's duties	11.7			See clause 11.7
Accident allowance	11.9			See clause 11.9
Northern Territory Allowance	11.10			See clause 11.10
Northern Territory Allowance (Teachers and Educators)	I.10			See clause I.10
<b>Power and Water Wage-Related Allowances</b>				
Lines allowance				
Linesman, linesman's assistant, apprentice linesman or cable joiner	M.27.2(a)			5.5% of base rate for Physical 3
Linesman A grade and Linesman 2	M.27.2(e)	weekly	20.39	98.91%
Linesman's assistant required to drive truck up to 20 tonnes	M.27.2(f)	daily		90% of Linesman A grade rate
Forklift allowance – where 2 or more forklifts engaged on any one lift	M.27.4	daily	2.48	12.02%
Mechanical equipment operators allowance – 2 or more cranes	M.27.5	daily	2.48	12.02%
Distribution allowance	M.27.3	weekly	12.24	59.41%
Availability allowance	M.28.2	weekly		25.5% of T3
Stand-by allowance	M.28.3			Ordinary time rates

<b>Wage Related Allowance</b>	<b>Clause</b>	<b>Payable</b>	<b>\$</b>	<b>% of standard rate</b>
Industry allowance – all purpose – engaged on new construction work away from employee’s normal place	M.28.4(a)	weekly	29.11	141.23%
Industry allowance – usually employed on other than construction and required to do construction	M.28.4(b)	weekly	29.11	141.23%
Power Station Allowance	M.28.6(a)	weekly	57.06	276.85%
First Aid Allowance	M.28.13	daily	3.33	16.15%
Northern Territory Allowance	M.28.5			See clause M.28.5
Dirty work	M.29.1	hourly	0.59	2.88%
Wet work	M.29.2	hourly	0.59	2.88%
Work inside oil tanks	M.29.3	hourly	1.18	5.71%
Work on outside oil tanks	M.29.4	hourly	1.18	5.71%
Height money – above 9 metres	M.29.5(a)	hourly	0.33	1.59%
Height money – each additional 9 metres	M.29.5(a)	hourly	0.41	1.99%
Height money - work on swinging scaffold, single plank, bosun’s chair	M.29.5(b)	hourly	0.41	1.99%
Insulation work	M.29.6	hourly	0.83	4.02%
Confined spaces	M.29.7	hourly	0.83	4.02%
Boiler cleaning	M.29.8	hourly	2.02	9.79%
Refractory bricklayer allowance	M.29.9	hourly	2.32	11.28%
Toxic substances	M.29.10(a)	hourly	0.89	4.32%
Asbestos	M.29.11	hourly	0.84	4.07%

## **E.2 Adjustment of wage related allowances**

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

**E.3 Expense Related Allowances**

<b>Expense Related Allowance</b>	<b>Clause</b>	<b>\$</b>	
Meal allowance	11.4	20.62	see clause 11.4
Uniform / protective clothing – Fire and Rescue Service	H.12		Reimbursement
Uniform – Nurses and Midwives	F.7.1	264.00	per annum
Laundry allowance – Nurses and Midwives	F.7.2	55.00	per annum
Tool allowance	11.17		
Metal Trades		14.20	per week
Carpentry		25.86	per week
Other Tradesperson		13.41	per week
Camping allowance	11.20(j)	8.69	per day
Special travel allowance – not overnight; absence for 10 or more hours	I.7.3(b)(i)	24.28	per day
Freight allowance	I.9		See clause I.9
Protective clothing	11.6		Reimbursement
Leave airfare allowance	11.11		Reimbursement
Kilometre allowance	11.12		Reimbursement
<b>Power and Water Expense-Related Allowances</b>			
Tool allowance – metal tradesperson	M.27.1(d)	13.96	per week
Meal allowance	M.28.1	17.74	per occasion
Motor vehicle allowance	M.28.7	0.61	per kilometre
Disturbance allowance – with dependents	M.28.8		
Employee with dependents – furnished accommodation	M.28.8(c)(i)	363.95	per occasion
Employee with dependents – unfurnished accommodation	M.28.8(c)(ii)	732.75	per occasion
Employee with dependents – unfurnished accommodation and paid amount in clause M.28.8(c)(i)	(c)M.28.8(c)	368.80	per occasion
Disturbance allowance – without			

<b>Expense Related Allowance</b>	<b>Clause</b>	<b>\$</b>	
dependents			
Employee without dependents – furnished accommodation	M.28.8(d)(i)	216.11	per occasion
Employee without dependents – unfurnished accommodation	M.28.8(d)(ii)	321.82	per occasion
Employee without dependents – unfurnished accommodation and paid amount in clause M.28.8(d)(i)	M.28.8(d)	105.70	per occasion
Disturbance allowance – in respect of each dependent child	M.28.8(e)	94.92	per eligible child
Travelling allowance	M.28.9		See clause M.28.9
Travelling time to job site			
Within 32 kilometres of Darwin/Katherine/Tennant Creek	M.28.11(a)(i)	7.58	per day
Outside 32 kilometre radius	M.28.11(a)(ii)	7.58	per day
Employer offer transport	M.28.11(a)(iii)	3.37	per day
Commercial travelling allowance	M.28.10(c)		See clause M.28.10(c)
Accommodation	M.28.10(c)	78.11	
Breakfast	M.28.10(c)	14.80	
Lunch	M.28.10(c)	24.45	
Dinner	M.28.10(c)	34.16	
Incidentals	M.28.10(c)	12.29	
Overnight flying camp	M.28.10(f)	89.27	
Fares and Travel on annual leave	M.28.12		See clause M.28.12

#### **E.4 Adjustment of expense related allowances**

At the time of any adjustment to the standard rate, each expense related allowance in clause 11 and schedules to this award (where applicable) will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Camping allowance	Food and non-alcoholic beverages group

Allowance	Applicable Consumer Price Index figure
Overnight flying camp	
Motor vehicle allowance	Private motoring sub-group
Meal allowance	Take away and fast foods sub-group
Special travel allowance	
Laundry allowance	Clothing and footwear group
Uniform	
Tool allowance	All Groups CPI
Travelling time to job site	Transport group
Disturbance allowance	All Groups CPI
Commercial travelling allowance	All Groups CPI

## Schedule F—Nurses and Midwives

### F.1 General

#### F.1.1 Definitions

In this schedule:

**Enrolled Nurse** means an employee who is entered on the Australian Health Practitioner Regulation Agency Register of Practitioners in the profession of nurse and division of Enrolled Nurse (Division 2), General and who holds a current practising certificate as such.

**Employee or employees** includes a Registered Nurse, Registered Midwife and Enrolled Nurse unless otherwise stated.

**Nurse 1** means an Enrolled Nurse as defined in clause F.1.

**Nurse 2** means a Registered Nurse or Registered Midwife.

**Registered Nurse** includes a Registered Midwife unless otherwise stated.

**Supervision** means the oversight, direction, instruction, guidance and/or support provided to an employee by the Registered Nurse responsible for ensuring such an employee is not placed in situations where they are required to function beyond their preparation and competence. Specifically:

- (a) **direct supervision** means the employee works side by side continuously with a Registered Nurse responsible for observing and directing his or her activities in circumstances where, in the judgement of the Registered Nurse, such an arrangement is warranted in the interests of safe and/or effective practice;

- (a) **indirect supervision** means such other supervision provided to an employee assuming responsibility for functions delegated by a Registered Nurse.

**F.1.2** This schedule is to be read in conjunction with the other relevant terms of the award and will prevail over other award terms in relation to employees governed by this schedule to the extent of any inconsistency.

## **F.2 Hours of Duty**

**F.2.1** For a Registered Nurse working in a school the ordinary hours of work will be 38 per week, or an average of 38 hours per week averaged over a period of 46 weeks.

**F.2.2** The ordinary hours of duty will, wherever reasonably practicable, be worked so that:

- (a) in any week not more than five shifts are exceeded; or
- (b) in any fortnight not more than 10 shifts are exceeded.

**F.2.3** A roster showing the normal hours of duty of all employees, except employees performing relief duties, will be posted in a place accessible to employees at least seven days before it comes into operation but amendments may subsequently be made to the roster on account of the sickness or absence of another employee, either by mutual agreement or if Agency exigencies render any alteration necessary.

**F.2.4** A Registered Nurse, working in a school, will be employed in annual terms, and on duty during school operating periods.

- (a) During school closures these nurses will take annual leave, acquit their accrued hours gained from the 38 hours week provisions and be available for duty including in-service courses as required.

## **F.3 Shiftwork**

### **F.3.1 Minimum break between shifts**

As far as practicable employees will have nine and one half consecutive hours off duty between the cessation of one shift and the commencement of another.

### **F.3.2 Penalty rates—shiftworkers**

- (a) This clause shall not apply to employees at Nurse 6 (N6) and above.
- (b) **Saturday Duty:** For all ordinary time worked between midnight Friday and midnight Saturday an additional 50% penalty rate will be paid.
- (c) **Sunday Duty:** For all ordinary time worked between midnight Saturday and midnight Sunday an additional 75% penalty rate will be paid.
- (d) **Public Holiday Duty:** For all ordinary time worked on a public holiday not in excess of the prescribed weekly hours an additional 150% penalty rate will be paid for the actual time worked on the holiday.
  - (i) The minimum extra payment payable under clause F.3.2(d) for each separate attendance will be four hours.

- (ii) For the purposes of clause F.3.2(d)(i), duty broken by a meal period will not constitute more than one attendance; and
  - (iii) The minimum extra payment will not apply to holiday ordinary duty which, disregarding meal periods, is continuous with ordinary duty occurring on the day preceding or succeeding the holiday.
- (e) **Afternoon Shift Monday to Friday:** For all ordinary time worked between midnight Sunday and midnight Friday on a shift commencing at or after 12 noon and ceasing after 6.00 p.m., an additional 12.5% penalty rate will be paid for the shift.
- (f) **Night Shift Monday to Friday:** For all ordinary time worked between midnight Sunday and midnight Friday on a shift falling wholly within the hours of 6.00 p.m. and 7.30 a.m. an additional 15% penalty rate will be paid for the shift. Notwithstanding this provision, by agreement between the Chief Executive Officer and the majority of employees affected, the spread of hours referred to in this clause may extend to 8.00 a.m. without loss of entitlements to the penalty provided herein.
- (g) Shiftwork payments will be made in respect of any shift duty the employee would have performed had the employee not been on approved annual leave.
- (h) Shiftwork payments will not be taken into account in the calculation of overtime or of any allowance based on salary, nor will they be paid in respect of any shift for which another form of penalty payment is made under this award.

#### **F.4 Rest relief after overtime**

**F.4.1** An employee who works so much overtime between the termination of his or her ordinary duty on one day and the commencement of his or her ordinary duty on the next day that he/she has not at least nine consecutive hours off duty between those times, shall, subject to this clause, be released after completion of such overtime until he/she has had nine consecutive hours off duty without loss of pay for ordinary working time occurring during such absence including reasonable travelling time to cover time taken in travelling from and to his/her place of employment.

- (a) Provided that if such an employee is required by the Agency to resume or continue work without having had nine consecutive hours off duty including reasonable travelling time, he/she will be paid at double rate until he/she is released from duty for that period and will be entitled to be absent until he/she has had nine consecutive hours off duty, including reasonable travelling time, without loss of pay for ordinary time occurring during that absence.

#### **F.5 Recognition of previous experience**

**F.5.1** Approved experience will mean such experience in the industry of nursing and/or midwifery practice as is recognised by the Chief Executive Officer for the purposes of this clause.

- F.5.2** An employee shall be credited with approved experience for purposes of determining salary on employment and eligibility for incremental advancement.
- F.5.3** A Registered Nurse (Nurse 2) who has returned to the nursing industry after completing requirements for re-entry to practice, and who has not worked as a Registered Nurse for five or more years, will not immediately be credited on employment with 'approved experience' for salary purposes.
- F.5.4** However, within their first three months of service an employee may request the Chief Executive Officer make an assessment of their performance to determine the extent to which they have recovered their former skills and the proportion of their previous experience which should be recognised as 'approved experience' for salary purposes.
- F.5.5** They will be eligible for salary and incremental advancement from the date on which the assessment is made.

**F.6 Nurse 1 (Enrolled Nurse) – pay progression and accelerated advancement**

- F.6.1 Nurse 1 Year 1** means the pay point to which an employee will be employed, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

**(a) Training and experience**

- (i)** The satisfactory completion of a course leading to registration as an Enrolled Nurse by the NMBA.

**(b) Skill indicators**

The employee has:

- (i)** limited or no practical experience of current situations; and
- (ii)** limited discretion judgement, not yet developed by practical experience.

- F.6.2 Nurse 1 Year 2** means the pay point to which an employee will be employed or will progress from Nurse 1 Year 1, having been assessed as being competent at Nurse 1 Year 1, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

**(a) Training and experience**

- (i)** In addition to the experience, skill and knowledge requirements specified for Nurse 1 Year 1, not more than one further year of practical experience in the provision of nursing care and/or services; and has met the continuing professional education requirements for registration with the NMBA.

**(b) Skill indicators**

An employee is required to demonstrate some or all of the following in the performance of his or her work:

- (i) a developing ability to recognise changes required in nursing activity and in consultation with the Registered Nurse, implement and record such changes, as necessary; and/or
- (ii) is able to relate theoretical concepts to practice; and/or
- (iii) requires assistance in complex situations and in determining priorities.

**F.6.3 Nurse 1 Year 3** means the pay point to which an employee will be employed or will progress from Nurse 1 Year 2, having been assessed as being competent at Nurse 1 Year 2, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

**(a) Training and experience**

- (i) In addition to the experience, skill and knowledge requirements specified for Nurse 1 Year 2, not more than one further year of practical experience in the provision of nursing care and/or services; and has met the continuing professional education requirements for registration with the NMBA.

**(b) Skill indicators**

An employee is required to demonstrate some or all of the following in the performance of his or her work:

- (i) an ability to organise, practice and complete nursing functions in stable situations with limited direct supervision; and/or
- (ii) the use of observation and assessment skills to recognise and report deviations from stable conditions; and/or
- (iii) demonstrated flexibility in the capacity to undertake work across a broad range of nursing activity and/or competency in a specialised area of practice; and/or
- (iv) uses communication and interpersonal skills to assist in meeting psychosocial needs of individual/groups.

**F.6.4 Nurse 1 Year 4** means the pay point to which an employee will be employed or will progress from Nurse 1 Year 3, having been assessed as being competent at Nurse 1 Year 3, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

**(a) Training and experience**

- (i) In addition to the experience, skill and knowledge requirements specified for Nurse 1 Year 3, not more than one further year of practical experience in the provision of nursing care and/or services; and has met the continuing professional education requirements for registration with the NMBA.

**(b) Skill indicators**

An employee is required to demonstrate some or all of the following in the performance of his or her work:

- (i) demonstrable speed and flexibility in accurate decision making; and/or
- (ii) organises own workload and sets own priorities with minimal direct supervision; and/or
- (iii) uses observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- (iv) uses communication and interpersonal skills to meet psychosocial needs of individual/groups.

**F.6.5 Nurse 1 Year 5** means the pay point to which an employee will be employed or will progress from Nurse 1 Year 4, having been assessed as being competent at Nurse 1 Year 4, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

**(a) Training and experience**

- (i) In addition to the experience, skill and knowledge requirements specified for Nurse 1 Year 4, not more than one further year of practical experience in the provision of nursing care and/or services; and has met the continuing professional education requirements for registration with the NMBA.

**(b) Skill indicators**

An employee is required to demonstrate some or all of the following in the performance of his or her work:

- (i) Contributes information in assisting the Registered Nurse/s with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary; and
- (ii) Responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- (iii) Demonstrates efficiency and sound judgement in identifying situations requiring assistance from a Registered Nurse.

**F.6.6 Pay point progression**

- (a) Subject to the terms specified for each Nurse 1 pay point as defined in clauses F.6.1 to F.6.5 and this clause, each employee shall progress on his or her annual anniversary date from one pay point to the next once having regard to the acquisition and utilisation of skills and knowledge through experience in his or her practice setting/s over such period.
- (b) An employee's progression may be deferred or refused by the Chief Executive Officer, provided that any such deferral or refusal is referable only to the terms

specified for each Nurse 1 pay point in clause F.6, and is not unreasonably nor arbitrarily imposed by the Chief Executive Officer. It shall be considered unreasonable if the Chief Executive Officer has refused to provide training and/or opportunities to work in various practice settings in the agency.

**F.6.7 Review**

- (a) An employee may seek a review of a deferral or refusal imposed under clause F.6.6(b), provided where such a review results in a revocation of the Chief Executive Officer's decision, pay point progression shall be deemed to operate and be payable from the date the employee completed 1976 hours at his or her current increment for such progression, as per clause F.6.6(a) hereof.
- (b) Clause F.6.6(b), will not operate to prevent:
  - (i) a review, initiated by either the employer or employee, of a deferral or refusal imposed pursuant to clause F.6.6(b) and/or
  - (ii) the lifting of such a deferral or refusal at and operative from such date where circumstances have changed such that the employee appropriately falls within the terms specified for his or her next pay point.
- (c) A review, for the purposes of this clause, will be undertaken and resolved in accordance with clause 26—Dispute resolution.

**F.6.8 Accelerated advancement**

- (a) Subject to clause F.6.8(b), an employee will be entitled to accelerated advancement by one pay point:
  - (i) for possession of a post graduate qualification recognised by the Chief Executive Officer; or
  - (ii) on completion of a post graduate course of at least six months duration;where such an employee is required to perform duties to which such training is directly relevant.
- (b) An employee who has advanced in accordance with clause F.6.8(a) above will not be entitled to further accelerated advancement pursuant to this clause.

**F.6.9 Recognition of training, experience and skill**

All relevant training, experience and skills as an Enrolled Nurse, or as a qualified Assistant in Nursing (AIN) obtained prior to becoming an Enrolled Nurse, other than such experience predating any break of five or more consecutive years, will be counted for the purposes of determining the appropriate pay point on employment.

## **F.7 Allowances**

### **F.7.1 Uniform**

An employee who is not supplied with a uniform shall be paid an allowance at the rate of **\$264.00** per annum.

### **F.7.2 Laundry allowance**

An employee who is required to launder his or her own uniform shall be paid an allowance at the rate of **\$55** per annum.

### **F.7.3 Ambulance duty**

The following conditions will apply to an employee required to undertake duty on aerial or road ambulances.

- (a) Where an employee is travelling with a patient or assisting a medical officer with a patient, all ordinary time spent in travelling will be regarded as time on duty and paid at ordinary rates. For any time of duty spent in such travel in excess of the rostered hours of duty on any day or on a rostered day off, payment will be made at overtime rates in accordance with clause 15—Overtime.
- (b) Where an employee is travelling to a patient, or having transported a patient is returning to headquarters, all ordinary time spent in travelling will be regarded as time on duty and paid at ordinary rates. For any time of travel in excess of the rostered hours of duty on any day payment will be made at the rate of single time on days other than Sundays and public holidays, at time and one half rates on Sundays and public holidays, up to a maximum of five hours.

Where such travel is undertaken on a rostered day off, payment will be made at the rate of single time on days other than Sundays and public holidays, at time and one half rates on Sundays and public holidays; and for the time of travel corresponding to normal hours of duty subject to a maximum of eight hours on any day and for the time of travel outside normal hours of duty subject to a maximum of five hours on any day.

- (c) For the purpose of this clause day means midnight to midnight.

## Schedule G—Medical Officers

### G.1 General

#### G.1.1 Definitions

In this schedule:

**Appropriate post-graduate qualification** means a post-graduate medical qualification acceptable to the employer and includes a Diploma of Public Health, Diploma of Obstetrics, and Diploma of Child Health.

**Employee or employees** means a Medical Officer as defined in clause G.1.

**Hospital medical officer** means an employee with not less than four completed years of post-graduate clinical experience who is appointed as such.

**Intern** means an employee in the first post-graduate year of clinical experience, who is appointed as such.

**Medical administrator** means an employee with not less than five completed years of post-graduate clinical experience admitted to the training program authorised by the Royal Australian College of Medical Administrators or who has substantially progressed towards completion of a post-graduate qualification recognised under the training program authorised by that College and who is appointed as such.

**Medical Officer** means any medical practitioner granted registration by the Australian Health Professionals Regulation Authority employed in a designation and at the corresponding classification level contained in this award (see clause G.2).

**Registrar** means an employee admitted to a recognised specialist training program, not being a program referred to in **Medical administrator** or **Rural/community medical officer**, who is appointed as such.

**Resident medical officer** means an employee in the second or any subsequent post-graduate year of clinical experience who is appointed as such.

**Rural/community medical officer** means an employee with not less than five completed years of post-graduate clinical experience admitted to the training program authorised by the Royal Australian College of Medical Administrators or who has substantially progressed towards completion of a post-graduate qualification recognised under the training program authorised by that College and who is appointed as such.

**Senior hospital medical officer** means an employee with not less than 10 completed years of post-graduate clinical experience who possesses an appropriate post-graduate qualification or, alternatively, experiential qualifications which are acceptable to the hospital's medical advisory committee and who is appointed as such.

**Senior registrar** means an employee who is appointed as such and who has successfully completed an examination of an Australasian Specialist college. They must be in at least their fourth year of specialist training and have appropriate clinical experience.

**Senior specialist clinician** means a specialist clinician with not less than five completed years of experience in any of the classifications defined in **Specialist clinician**, **Special medical administrator**, and **Specialist public health medicine** and who is appointed as such.

**Senior specialist medical administrator** means a specialist medical administrator with not less than five completed years of experience in any of the classifications defined in **Specialist clinician**, **Special medical administrator**, and **Specialist public health medicine** and who is appointed as such.

**Senior specialist public health medicine** means a specialist public health medicine with not less than five completed years of experience in any of the classifications defined in **Specialist clinician**, **Special medical administrator**, and **Specialist public health medicine** and who is appointed as such.

**Specialist** means an employee who is employed in one of the following classifications: specialist clinician, senior specialist clinician grade 1, senior specialist clinician grade 2, specialist public health medicine, senior specialist public health medicine grade 1, senior specialist public health medicine grade 2, specialist medical administrator, senior specialist medical administrator grade 1, senior specialist medical administrator grade 2.

**Specialist clinician** means an employee who has successfully completed a recognised specialist training program, not being a program referred to in **Medical administrator** or **Rural/community medical officer**, and admitted as a Fellow of the College authorising the program and who is appointed as such.

**Specialist medical administrator** means an employee who has successfully completed the specialist training program referred to in **Medical administrator** and admitted as a Fellow of the College authorising the program and who is appointed as such.

**Specialist public health medicine** means an employee who has successfully completed the specialist training program referred to in **Rural/community medical officer** and admitted as a Fellow of the College authorising the program and who is appointed as such.

- G.1.2** This schedule is to be read in conjunction with the other relevant terms of the award and will prevail over other award terms in relation to employees governed by this schedule to the extent of any inconsistency.

**G.2 Designation and corresponding classification level**

<b>Designation</b>	<b>Classification Level – clause 10.4</b>
Intern [clause G.3.1]	L1
Resident medical officer [clause G.3.1]	L2 L3 L4 L5
Registrar [clause G.3.2]	L4 L5 L7 L8
Senior registrar [clause G.3.3]	L11 L12
Hospital medical officer [clause G.3.4]	L6 L8 L9 L10 L11 L12 L13 L14 L15
Senior hospital medical officer [clause G.3.5]	L16 L17 L18
Medical administrator [clause G.3.6]	L9 L11 L13
Rural/community medical officer [clause G.3.7]	L12
Public health medicine trainee	L13 L14 L15

<b>Designation</b>	<b>Classification Level – clause 10.4</b>
Specialist clinician [clause G.3.8]	L15 L18 L19 L20 L21
Specialist medical administrator [clause G.3.8]	L15 L18 L19 L20 L21
Specialist public health medicine [clause G.3.8]	L15 L18 L19 L20 L21
Senior specialist clinician grade 1	L23
Senior specialist medical administrator grade 1	L23
Senior specialist public health medicine grade 1	L23
Senior specialist clinician grade 2	L24
Senior specialist medical administrator grade 2	L24
Senior specialist public health medicine grade 2	L24

### **G.3 Progression and accelerated advancement**

#### **G.3.1 Interns and resident medical officers**

- (a) Appointees as an intern at L1 level will be in their first post-graduate year.
- (b) Subject to clause G.3.1(c), progression through the range will be by annual increments, which reflect years of post-graduate clinical experience.
- (c) A resident medical officer granted limited registration by the Medical Board of the Northern Territory and assessed by the employer as lacking appropriate clinical experience in recognised hospitals or appropriate post-graduate qualification will not advance beyond L3 prior to being granted full registration. Advancement to L3 is subject to continuing registration by the Medical Board and to satisfactory reports by clinical supervisors.

- (d) A conditionally registered resident medical officer may start at L1 or above, depending on experience, but cannot progress beyond L3, unless assessed by the employer as having acceptable qualifications and experience, to allow them to advance to a maximum of L5.
- (e) A resident medical officer granted full registration will commence at L2, except that appointment with a commencing salary above the base level, within the range L2 to L5, may be approved by the Chief Executive Officer.

### **G.3.2 Registrars**

Subject to clause G.3.2(d):

- (a) Registrar appointees with more than five years of post-graduate clinical experience will not commence below L7.
- (b) Progression through the registrar range will be by annual increments.
- (c) A registrar who has the necessary qualifications and experience for appointment as a senior registrar will progress to L10 on the anniversary of the last increment or, if that anniversary has passed, upon furnishing evidence as to successful completion of training.
- (d) Incremental advancement for registrars who hold Australian Medical Council (AMC) qualifications will be subject to assessment by the employer of qualifications attained and recognised clinical experience.
- (e) A conditionally registered registrar may start at L3 or above, depending on experience, but cannot progress beyond L8.

### **G.3.3 Senior registrars**

- (a) Progression to L12 will occur on the anniversary of appointment as a senior registrar.
- (b) Appointment as a senior registrar requires successful completion of Part One (or equivalent) of the requirements for admission to a fellowship of a specialist medical college, and who is within two full time years of completing his/her specialist training program.

### **G.3.4 Hospital medical officer**

- (a) Progression through the hospital medical officer range will be by annual increments, subject to clause G.3.4(b).
- (b) Progression beyond the salary level L12 of the hospital medical officer range requires an appropriate post-graduate qualification or relevant clinical experience.
- (c) A conditionally registered hospital medical officer may start at L3 or above, depending on experience, but cannot progress beyond L9.

### **G.3.5 Senior hospital medical officer**

- (a) Progression through the senior hospital medical officer range will be by annual increments.

### **G.3.6 Medical administrator**

- (a) Progression through the medical administrator salary range will be by annual increments.

### **G.3.7 Rural/Community medical officer**

- (a) Progression through the rural/community medical officer (public health medicine trainee) salary range will be by annual increment.
- (b) A rural/community medical officer who does not hold appropriate post-graduate qualifications, such as the Fellowship of the Royal Australian College of General Practitioners, or who is not undertaking the specialist training programme referred to in clause G.1- Definitions (Rural/community medical officer) will not progress to L14 until completion of 10 years post-graduate clinical experience, not less than six years of which must have been in a field of medicine to which the Specialist training program relates.
- (c) A rural/community medical officer who has successfully completed either the public health medicine specialist training, or who is a Fellow of the Royal Australian College of General Practitioners, but is not appointed as a specialist, will progress to L15 on the anniversary of the last increment, or, if that anniversary has passed, upon furnishing evidence as to successful completion of training.

### **G.3.8 Specialist clinician, specialist medical administrator, and specialist public health medicine**

- (a) Progression through the specialist clinician, specialist medical administrator, or specialist public health medicine range will be by annual increments.
- (b) Employees who have been admitted to the Degree of Master of Public Health, or Master of Tropical Health or who hold post-graduate qualifications recognised under the training program authorised by the Royal Australian College of Medical Administrators may be assigned to the classifications of specialist public health medicine or specialist medical administrator, respectively, but will not progress beyond L18 prior to admission as a Fellow of the Australian Faculty of Public Health Medicine of the Royal Australasian College of Physicians, or as a Fellow of the Royal Australian College of Medical Administrators, as the case may be. Where admission as a Fellow has not occurred prior to the first anniversary of assignment to the classification, the employee will progress to L17 and, on the next anniversary, to L18.
- (c) A specialist clinician or specialist public health medicine who is required to assume administrative responsibility for an operational unit will progress to L22 following completion of one year's employment at the salary level L21. Progression to level L21 will be by normal incremental advancement.

#### **G.4 Salary progression**

- G.4.1** A medical officer will be eligible for annual advancement in the scale of rates and provisions applicable to the classifications in clause G.2, subject to the employee having acquired additional skills and professional knowledge, and applying those skills and that knowledge in the workplace.
- G.4.2** This condition may be met through training, clinical experience, competency, accreditation and the certification requirements determined from time to time by the relevant postgraduate medical training authority or learned medical college.
- G.4.3** The Chief Executive Officer may defer or refuse to advance an employee in the salary scale, if the criteria set out in clause G.4.1 above are not met by the employee.
- G.4.4** An employee whose salary advancement has been refused or deferred may seek to have the decision reviewed. A review, for the purposes of this clause, will be undertaken and resolved in accordance with clause 26—Dispute resolution.

#### **G.5 Overtime**

See clause 15—Overtime for applicable provisions.

#### **G.6 Unrostered overtime**

An employee performing additional duty on Saturday, Sunday or a public holiday or outside their ordinary hours will, subject to the medical administrator determining that payment is justified, be paid for such duty in accordance with the following provisions.

- G.6.1** The medical administrator, in determining whether payment for such additional duty is justified, will have regard to criteria and such other guidelines as are agreed between the employer and the relevant union.
- G.6.2** The following guidelines will determine the payment of unrostered overtime to classifications covered by this award and are subject to the following provisions:
- (a)** Duties related solely to professional commitment to patient care by medical officers will not be paid as unrostered overtime.
  - (b)** Duties of a clinical nature additional to medical officers' professional commitment to patient care will entitle medical officers to payment as unrostered overtime, provided that:
    - (i)** claims for unrostered overtime shall be verified by time sheets; and
    - (ii)** payment of unrostered overtime will be approved by medical administrators in accordance with these guidelines.
  - (c)** Examples of duties which might be considered solely professional commitment and which do not justify payment as unrostered overtime are:
    - (i)** Where a medical officer commences duty before 6.00 a.m. and/or continues after 5.30 p.m. and;

- (ii) is present at the hospital voluntarily for the purpose of conducting a ward-round or otherwise reviewing patients; or
  - (iii) undertakes a training session outside the period specified above; or
  - (iv) carries out work of an administrative nature such as the preparation of discharge summaries outside the period specified above.
- (d) Examples of duties which justify payments as unrostered overtime are:
- (i) where a medical officer, during the course of a ward-round which has extended past 5.30 p.m., is required to remain at the hospital to treat a clinical problem of an urgent or serious nature;
  - (ii) where a theatre session or an afternoon clinic extends beyond 5.30 p.m.;
  - (iii) where a medical officer is required to perform a ward-round to check patients who have undergone surgery on the theatre list or to perform a ward-round delayed by the lateness of the theatre session or clinic;
  - (iv) where a medical officer is otherwise required to perform clinical duties outside the hours of 6.00 a.m. to 5.30 p.m. Monday to Friday or at any time on a weekend, but not where a medical officer is undertaking training, ward-rounds, or is involved in lectures or tutorials.

## **G.7 Restriction Duty**

### **G.7.1 General**

- (a) An employee will be liable to be required, outside his/her ordinary hours of duty, to hold himself/herself in readiness to perform extra duty subject to payment for any such requirement under the conditions set out in this clause.
- (b) The restriction situation is imposed by prior written direction or subsequently approved in writing.
- (c) No payment will be made to an employee under this clause for a period of restriction in respect of any part of which the employee does not hold himself/herself at the required degree of readiness to perform extra duty or does not observe the instructions of the Chief Executive Officer, or his/her delegate as to restrictions outside his/her ordinary hours of duty.
- (d) An employee who is placed in any one of the specified categories of restriction situations outside his/her ordinary hours of duty will receive payment in accordance with the provisions of this clause.

### **G.7.2 Categories of restriction**

#### **(a) Immediate roster**

An employee is instructed prior to ceasing duty, that he/she may be required to attend for extra duty sometime before his/her next normal time of commencing duty and that he/she is to remain within the precincts of the hospital for immediate recall to duty.

**(b) First roster**

An employee is instructed prior to ceasing duty that he/she may be required to attend for extra duty some time before his/her next normal time of commencing duty and that he/she is to be contactable at a mutually agreed location and available to return to duty within a reasonable time.

**(c) Second roster**

An employee is instructed prior to ceasing duty that he/she is required to be available for telephone contact to provide advice and instruction which may necessitate the employee's return to duty within a reasonable time.

**(d) Home duty**

An employee is required to stand by at his/her home to perform intermittent duties at home on an ad hoc or predetermined basis normally involving receiving and/or making telephone calls, and may also be required to be available for immediate recall to duty.

**G.7.3 Rate of payment**

The rate of payment that will be made to an employee in any one of the respective categories of restriction situations specified in clause G.7.2 is:

**(a) Immediate roster**

21% of the employee's ordinary rate of salary converted to an hourly rate, for the period of stand by, subject to the provisions of this clause.

**(b) First roster**

The on-call allowance as contained in clause 16.4(a)(i).

**(c) Second roster**

**(i)** An annual allowance of 15.5% of the salary applicable to the salary point L15 is paid to Specialists to cover the following work-related activities:

- being rostered in a category of restriction in accordance with clause G.7.2(c) (Second roster) and providing advice and instruction in accordance with that clause;
- when not rostered in a category of restriction in accordance with clause G.7.2(c) (Second roster), providing telephone advice and instructions which may necessitate the employee's return to duty.
- work performed when a return to duty occurs, either when rostered in accordance with clause G.7.2(c) (Second roster) or in circumstances referred to in clause G.7.3(c)(ii); and
- travel and incidental costs incurred in relation to returns to duty.

- (ii) Additional leave at the rate of ½ day in respect of each month rostered on second on-call, to a maximum entitlement of one week per annum.

**(d) Home duty**

31% of the employee’s ordinary rate of salary, converted to an hourly rate, for the period of home duty, subject to the provisions of this clause. Provided that payment in respect of a period of home duty on Sundays and public holidays will be at rates of:

- (i) Sundays – based on 31% of the employee’s single ordinary rate of salary plus one third, converted to an hourly rate.
- (ii) Public holidays – based on 31% of the employee’s single rate of salary plus two thirds, converted to an hourly rate.

**G.7.4** For the purposes of clause G.7.3 payment of the rates for immediate roster, first roster and home duty, any part of the period of restriction for which the employee receives another payment (e.g. overtime, excess travelling time) will not be included for calculating payments under this clause.

**G.7.5** Payment for immediate roster and home duty will be subject to the following conditions:

- (a) an employee's salary for the purpose of computation of payment shall include higher duties allowance in the nature of salary;
- (b) payment will be calculated to the nearest quarter of an hour of the total period of restriction to be paid for in each fortnightly period;
- (c) the hourly rate of payment shall be ascertained by applying the following formula:

$$\text{Annual salary} \quad \times \quad \frac{6}{313} \quad \times \quad \frac{\text{Rate prescribed in clause G.7.3}}{38}$$

**G.7.6** Notwithstanding the provisions of clause G.7, employees who are placed in restricted situations outside their ordinary hours of duty may be paid at a rate per period of restriction or some other specified period of time, approved by the Commissioner having regard to the average incidence of the restriction period to which the employee is normally subject and to the rates prescribed herein for individual periods of restriction.

**G.7.7** Where an employee, whilst in any restricted situation specified in clauses G.7.2(a) (Immediate roster), G.7.2(b) (First roster) and G.7.2(d) (Home duty), is required to attend to perform duty the payment for such attendance, whether he/she actually performs duty or not, will be subject to the minimum payment provisions contained in clause 15.9(d) – Minimum payment and clauses 16.4(e) and 16.4(f).

## Schedule H—Fire and Rescue Service Employees

### H.1 General

#### H.1.1 Definitions

In this schedule:

**Chief Fire Officer** means an officer of the Fire and Rescue Service who performs their duty at the direction of the Director. The Chief Fire Officer may also be the Director

**Cycle of shifts** means in the 10/14 roster a sequence of shifts containing two day and two night shifts

**Day** means an eight hour working day excluding a lunch break

**Day shift** means 10 hours of duty from 8.00 a.m. to 6.00 p.m.

**Director** means an officer of the Northern Territory Fire and Rescue Service who is responsible for the activities of the Fire and Rescue Service and who reports to the Chief Executive Officer

**Night shift** means a 14 hour duty from 6.00 p.m. to 8.00 a.m.

**Salary** unless prescribed elsewhere in this award means annual remuneration (excluding allowances) as prescribed in clause 10.4(a) for classifications of the Fire and Rescue Service

**Shift duty** means duty in accordance with the 10/14 roster

**Rank** means any of the classifications set out in clause H.2.1.

**Week**, subject to clause H.7 – Overtime, means 38 working hours upon which entitlements are based.

**H.1.2** This schedule is to be read in conjunction with the other relevant terms of the award and will prevail over other award terms in relation to employees governed by this schedule to the extent of any inconsistency.

### H.2 Salaries and classifications

**H.2.1** The salaries contained in clause 10.4 – Agency specific classifications for the Fire and Rescue Service classifications are to be calculated according to the following internal relativities:

Classification	Relativity
Recruit (first 3 months)	78%
Recruit (successive 9 months)	82%
Firefighter Class D	85%
Firefighter Class C	87%

<b>Classification</b>	<b>Relativity</b>
Firefighter Class B	98%
Firefighter Class A	100%
Senior Firefighter	105%
Leading Firefighter	110%
Station Officer	115%
Senior Station Officer	130%
District Officer	150%

**H.2.2** Fire and Rescue Service classification salaries are adjusted as follows:

- (a) The rate for Firefighter Class A is the 100% level on which the remainder of the percentages apply.
- (b) The rate for Firefighter Class A will be adjusted in accordance with wage increases applicable to salary rates under this award.
- (c) All other Fire and Rescue Service classifications are calculated based on the applicable relativity percentage contained in the above table. The formula is as follows:

$$\text{Firefighter Class A salary} \times \frac{\text{Applicable relativity \% for classification}}{100}$$

**H.2.3** Payment of salary will be averaged so that payments made in each pay period are equal.

**H.2.4** When working on the 10/14 roster two hours per week will be accumulated towards accrued days off. The overtime described in clause H.7 – Overtime general provisions has been paid for in the all up salary.

**H.2.5** The Director or his/her 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 award provided that such duties are not designed to promote de-skilling.

**H.2.6** The Director or his/her delegate may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

### **H.3 Resignation of rank**

**H.3.1** A Firefighter, Senior Firefighter or Leading Firefighter who has resigned their rank and subsequently wishes to resume that rank, must satisfy a Board to be determined by the Director or his/her delegate, comprising an Assistant Director, an employee representative and a Divisional representative that they have retained the skills and knowledge required to perform those functions necessary for that rank and/or position.

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- (a) A period of seven days cooling off will be observed prior to the acceptance of resignation of rank.
- (b) If any employee fails to meet the full range of obligations normally attached to the holding of that rank, this may be dealt with under the provisions of the PSEM Act.
- (c) An employee, on acceptance of their resignation of rank, will have an appropriate adjustment to salary to reflect their new rank.

**H.4 Hours of work**

**H.4.1** 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 within the span of ordinary hours contained in clause 8.2(c)(ii) -Span of hours – day workers.

**H.4.2** Subject to clause 5 – Facilitative provisions, in lieu of the span of hours prescribed in clause 8.2(c)(ii) -Span of hours – day workers, employees may work their ordinary hours within a span of hours of 6.00 a.m. to 6.00 p.m.. This involves no change to the hours of work arrangements.

**H.4.3** The ordinary hours of duty on shiftwork worked in accordance with the 10/14 roster agreed upon by the Director or his/her delegate and the union 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 H.10 – Meal allowance for which the employee will be paid and remain on duty.

**H.4.4** The Director or his/her delegate may depart from the shift roster in establishing new day work positions in appropriate cases, by agreement with the majority of employees.

**H.5 Shift duty**

**(a) Roster**

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

**(b) 10/14 Roster system**

	<i>10</i>	<i>10</i>	<i>14</i>	<i>14</i>												
<i>Shift</i>	<i>Th</i>	<i>Fr</i>	<i>Sa</i>	<i>Su</i>	<i>Mo</i>	<i>Tu</i>	<i>We</i>	<i>H R</i>	<i>Th</i>	<i>Fr</i>	<i>Sa</i>	<i>Su</i>	<i>Mo</i>	<i>Tu</i>	<i>We</i>	<i>H R</i>
<i>A</i>	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	-	-	-	<i>48</i>	-	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	-	-	<i>48</i>
<i>A</i>	-	-	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	-	<i>48</i>	-	-	-	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	<i>48</i>

	<i>10</i>	<i>10</i>	<i>14</i>	<i>14</i>												
<i>Shift</i>	<i>Th</i>	<i>Fr</i>	<i>Sa</i>	<i>Su</i>	<i>Mo</i>	<i>Tu</i>	<i>We</i>	<i>H R</i>	<i>Th</i>	<i>Fr</i>	<i>Sa</i>	<i>Su</i>	<i>Mo</i>	<i>Tu</i>	<i>We</i>	<i>H R</i>
<i>A</i>	-	-	-	-	<i>D</i>	<i>D</i>	<i>N</i>	34	<i>N</i>	-	-	-	-	<i>D</i>	<i>D</i>	34
<i>A</i>	<i>N</i>	<i>N</i>	-	-	-	-	<i>D</i>	38	<i>D</i>	<i>N</i>	<i>N</i>	-	-	-	-	38
<i>B</i>	<i>N</i>	<i>N</i>	-	-	-	-	<i>D</i>	38	<i>D</i>	<i>N</i>	<i>N</i>	-	-	-	-	38
<i>B</i>	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	-	-	-	48	-	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	-	-	48
<i>B</i>	-	-	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	-	48	-	-	-	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	48
<i>B</i>	-	-	-	-	<i>D</i>	<i>D</i>	<i>N</i>	34	<i>N</i>	-	-	-	-	<i>D</i>	<i>D</i>	34
<i>C</i>	-	-	-	-	<i>D</i>	<i>D</i>	<i>N</i>	34	<i>N</i>	-	-	-	-	<i>D</i>	<i>D</i>	34
<i>C</i>	<i>N</i>	<i>N</i>	-	-	-	-	<i>D</i>	38	<i>D</i>	<i>N</i>	<i>N</i>	-	-	-	-	38
<i>C</i>	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	-	-	-	48	-	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	-	-	48
<i>C</i>	-	-	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	-	48	-	-	-	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	48
<i>D</i>	-	-	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	-	48	-	-	-	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	48
<i>D</i>	-	-	-	-	<i>D</i>	<i>D</i>	<i>N</i>	34	<i>N</i>	-	-	-	-	<i>D</i>	<i>D</i>	34
<i>D</i>	<i>N</i>	<i>N</i>	-	-	-	-	<i>D</i>	38	<i>D</i>	<i>N</i>	<i>N</i>	-	-	-	-	38
<i>D</i>	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	-	-	-	48	-	<i>D</i>	<i>D</i>	<i>N</i>	<i>N</i>	-	-	48

- (c) The day shift (D) will be worked from 8.00 a.m. to 6.00 p.m. and the night shift (N) will be worked from 6.00 p.m. to 8.00 a.m.
- (d) Subject to the prior approval of the Director or his/her delegate shift changes will be allowed between employees of equal rank whether at their own station or at other stations.
- (e) Notwithstanding anything contained in this award, in the case of fire, all employees off duty will be liable to be called upon to report to duty and if called upon will report for duty immediately provided that, in the opinion of the Director or his/her delegate, the employee so called is fit for duty.

- (f) Rosters or changes in 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 commence to operate.
- (i) In addition to clause H.6 – Transfer between shifts the 10/14 roster may be varied for employees on special duties and to provide that during a period of training an employee may be rostered for the duration of the period of training on day duties.
  - (ii) The 10/14 roster will not be departed from except in accordance with clause H.6 – Transfer between shifts or to meet an emergency due to sickness or other unexpected or unavoidable cause, to allow for the provisions in clauses H.5(f)(i) and H.5(h).
  - (iii) 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.
  - (iv) 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. The officer in charge at the fire may, if in his/her judgement it is 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.
  - (v) 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 herein contained 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.
  - (vi) No employee will be permitted to work more than two consecutive shifts straight except in the case of a fire call, natural disaster or other emergency incident. This clause will not apply in cases of shift changes provided for in clause H.5(d).
  - (vii) Subject to the provisions of this clause, every employee will be dismissed punctually from his/her rostered shift.
  - (viii) Where an employee is required to sit for an examination conducted by the Fire and Rescue Service and the employee is rostered on a night shift ceasing at 8.00 a.m. on the day of the examination, the Director or his/her delegate will ensure that the rostered shift of the employee is changed

from that night shift to the day shift of that day immediately prior to the examination day.

- (g) An employee working day duty who has completed his/her ordinary weekly hours will not be rostered for shiftwork until he/she has had two full days off.
- (h) An employee will not be rostered off shiftwork onto day duty except:
  - (i) to meet an emergency due to sickness or other unexpected or unavoidable cause beyond the employer's control; or
  - (ii) by personal agreement between the employer and the employee.

## **H.6 Transfer between shifts**

### **H.6.1 Voluntary transfer**

- (a) An employee who wishes to apply for a transfer from day work to shiftwork or shiftwork to day work may apply to do so. In the event of such application, approval of the transfer by the Director or his/her delegate will be dependent upon:
  - (i) the needs of the service; and
  - (ii) the career development of the applicant.
- (b) 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 his/her delegate reach agreement. The negotiated term may be reduced to the duration as determined by the Director or his/her delegate if the transfer is no longer in the best interests of the Fire and Rescue Service.

### **H.6.2 Compulsory transfer**

- (a) The Director or his/her delegate may transfer employees of the same rank through various duties within the Fire and Rescue Service for an appropriate purpose and for a specified period.
- (b) Where an employee is transferred from day work to shiftwork or shiftwork to day work, as the case may be the following will apply:
  - (i) The Director or his/her delegate will determine the duration of the transfer which may be any period up to a maximum of two years.
  - (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.
  - (iii) It is the intent 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 requests that this occur. Where the Director or his/her delegate believes that this is not appropriate, prompt consultation will take place with the employee concerned and with the employee's

representative if the employee so requests, prior to the expiration of the period of transfer.

- (iv) The Director or his/her 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.
- (v) 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.
- (vi) In the case of an unforeseen shortfall in staff the Director/Chief Fire Officer may in consultation with the union transfer an employee to day work or shiftwork, within a centre, for a period not exceeding six months. Period of notice not less than four days will be given to the employee transferring.

### **H.6.3 Resting on duty**

- (a) Employees on night shift may be permitted to sleep between the hours of 10.00 p.m. and 6.00 a.m. subject to the following conditions:
  - (i) Sleeping is not permitted under any circumstances by an employee on Control Room Duty in the designated Darwin Control Room.
  - (ii) The supply of bedding is the responsibility of employees and will be kept in a clean condition by employees to the satisfaction of the Director or his/her delegate.
- (b) Employees will be allowed sufficient time during working hours to clean and dry bedding which will be undertaken with access to on-site facilities.

## **H.7 Overtime – General Provisions**

**H.7.1** An employee who works in excess of their ordinary hours of duty will not be entitled to payment of overtime unless such excess time was worked at the direction of the Director or his/her delegate.

**H.7.2** An employee will be liable to be called for duty any time he/she is required but, except as provided in clause H.7.3, all time worked in excess of the prescribed weekly hours will be paid for as overtime at the rate of:

<b>For overtime worked on</b>	<b>Overtime rate</b>
Monday to Saturday – first 2 hours	150%
Monday to Saturday – after 2 hours	200%
Saturday in addition to ordinary duty on that day	200%
Sunday	200%
Public holiday	250%

**H.7.3** Notwithstanding anything else contained in this Schedule, where an employee transfers from shiftwork to day work or day work to shiftwork the hours of duty for which overtime is payable may be adjusted to effect the requirement of an employee to work ordinary hours of 38 hours per week or an average of 38 hours per week.

**H.7.4** Under the roster prescribed in clause H.5—Shift duty, each eight week cycle contains 16 hours rostered overtime which will be 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.

The payment of such rostered overtime will be averaged as prescribed in clause H.7.3 and is included in the annual salary rate.

**H.7.5** An employee who is required to work overtime will be entitled to a minimum payment of 15 minutes at overtime rates.

**H.7.6** An employee returning to his/her 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 payment made accordingly.

**H.7.7** 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 of overtime.

**H.7.8 Crib time**

(a) Where at the completion of his/her 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, for two hours or longer, the employee will, where practicable, be granted a crib time of 20 minutes to take a meal and/or refreshments prior to the commencement of overtime and such time will count for the purpose of overtime.

(b) 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 member continues work after that crib time.

**H.7.9** The Director or his/her delegate will make every reasonable effort to avoid rostering employees on to training outside ordinary hours. Employees on training or attending examinations outside rostered or ordinary hours will be granted time off duty equal to the extra time worked.

**H.7.10** Every reasonable effort will be made to avoid the attendance of employees at appeal boards constituted under the PSEM Act outside rostered or ordinary hours, subject to employees being party to an appeal board hearing being entitled to attend that hearing. Employees attending appeal boards outside rostered or ordinary hours will be granted time off duty equal to the extra time worked.

**H.7.11 Rest relief after overtime**

(a) An employee who works so much overtime between the termination of his/her ordinary duty on one day and the commencement of his/her ordinary duty on the next day that he/she has not had a least eight consecutive hours off duty between those times, will, subject to this clause, be released after completion of

such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Reasonable travelling time, in addition to the eight hours off duty, will be allowed to cover time taken in travelling from and to his/her place of employment.

- (b) Provided that if such an employee is required by the Director or his/her delegate to resume or continue work without having had eight consecutive hours off duty plus reasonable travelling time, he/she will be paid at double rates, or such higher rates as may be elsewhere prescribed, until he/she is released from duty for that period and he/she will then be entitled to be absent until he/she had had eight consecutive hours off duty plus reasonable travelling time without loss of pay for ordinary working time occurring during that absence.

## **H.8 Emergency Duty**

See clause 17 – Emergency Duty for applicable provisions.

## **H.9 Northern Territory allowance**

**H.9.1** An employee who at the time of introducing Northern Territory Allowance (NTA) in accordance with By-law 26 and for compulsory transferees By-law 49, was in receipt of a rate of district allowance higher than the rate determined under the conditions provided for in By-law 26 or 49 will be paid an allowance to raise the total NTA to equal the former rate of district allowance.

**H.9.2** The allowance paid under clause H.9.1 will reduce proportionately with increases of NTA and will continue until such time as:

- (a) the total of NTA exceeds the former rate of district allowance; or
- (b) the conditions which gave rise to the former rate of district allowance change.

## **H.10 Meal allowance**

**H.10.1** 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 H.7—Overtime he/she will be paid one only meal allowance at the same rate as clause 11.4—Meal Allowance.

**H.10.2** When an employee is called back with one hours' notice or less to work shift or part of a shift for which he/she had not been rostered and that duty covers a normal meal period, he/she will be paid a meal allowance at the same rate prescribed in clause H.10.1.

**H.10.3** When an employee returns from a call out after the commencement of a recognised meal period, the member will be entitled to take his/her hour's meal break.

**H.10.4** The recognised meal periods will be:

- (a) Breakfast: 6.30 a.m. to 7.30 a.m.

(b) Lunch: 12.00 p.m. to 1.00 p.m.

(c) Dinner: 8.00 p.m. to 9.00 p.m.

## **H.11 Higher duties allowance**

**H.11.1** An employee may be required to perform all the duties of one rank or level higher than his/her own. An employee who is required to perform all of the duties of a rank higher than their own for a period in excess of seven weeks/rounds, which are cumulative in a calendar year, will be paid an allowance for that period in excess of seven weeks, equal to the amount of the difference between their substantive salary and the salary of the higher rank.

**H.11.2** Notwithstanding clause H.11.1, a Senior Firefighter who is not qualified for promotion to Station Officer will perform higher duties as a Station Officer and will be paid Higher Duties Allowance to the Leading Firefighter rate for periods less than seven weeks/rounds, when required to do so, subject to the following conditions:

(a) that the staffing is not below the minimum levels set. However, if no qualified Station Officer is available a Senior Firefighter may act up;

(b) the most senior available Senior Firefighter on duty would normally be selected;

(c) there is no Senior Firefighter qualified to Station Officer on duty in the Fire District.

**H.11.3** If a Station Officer's position is to be filled on overtime the order of preference will be:

(a) substantive Station Officer;

(b) Senior Firefighter qualified to Station Officer;

(c) Senior Firefighter unqualified.

**H.11.4** Senior Firefighters (qualified and unqualified) stationed at Nhulunbuy or Katherine Fire Station will perform higher duties as the Officer in Charge station as required.

**H.11.5** An employee who immediately before proceeding on approved annual leave was in receipt of a higher duties allowance will continue to be paid such an allowance during recreation leave for the period the Director or his/her delegate certifies that the allowance would have been paid but for the grant of the leave.

## **H.12 Allowance for uniform / protective clothing**

**H.12.1** Where the employer requires an employee to wear any uniform, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the uniform is provided by the employer on a one for one basis subject to fair wear and tear or contamination or soiling which in the opinion of the Director or his/her delegate renders them unusable.

**H.12.2** Where the employer requires an employee to wear protective clothing, the employer must reimburse the employee for the cost of purchasing such clothing. The

provisions of this clause do not apply where appropriate protective clothing and/ or equipment is provided by the employer.

**H.12.3** An employee will not be required to clean the clothing or uniform of any other employee.

### **H.13 First aid allowance**

See clause 11.5 – First aid allowance for applicable provisions.

### **H.14 Allowance for reimbursement of fares on leave and travelling time.**

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 he/she is stationer, the Director or his/her delegate will grant the employee and his/her dependents an allowance equivalent to a return economy class airfare for travel by the most direct route between his/her station and a capital city, including Canberra, or destination of lesser distance.

### **H.15 Allowance for refreshments**

Where the employer requires an employee to perform fire duty for a continuous period of two hours or more, the employer must reimburse the authorised employee for the cost of purchasing any refreshments purchased during that period of duty. The provisions of this clause do not apply where refreshments are provided, where reasonably practicable, by the employer.

### **H.16 Leave in special circumstances**

**H.16.1** The Director or his/her 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 accrued annual leave entitlements, subject to a maximum of three working days.

**H.16.2** The Director or his/her delegate will not unreasonably withhold the granting of leave.

### **H.17 Leave Roster**

**H.17.1** A leave roster for annual leave and long service leave will be drawn up from time to time so that the commencement of the first leave scheduled on such rosters will not be less than one month after the date of the publication of such roster.

**H.17.2** The name of every employee entitled to leave will appear on the roster. If no firm date for leave is shown on the roster for any employee a probable date will be shown if possible, if not, a reason will be given.

**H.17.3** A leave roster published as aforesaid will not be altered unless:

- (a) In the opinion of the Director or his/her delegate, an alteration is necessary having regard to the exigencies of the service; or

- (b) An employee requests that an alteration be made to his/her leave and other employees affected by the alteration consent to and the Director or his/her delegate approves the request.
- H.17.4** Subject to approval of the Director or his/her delegate, leave which accrued under the conditions contained in clause 18.3 may be taken without regard to the roster. For the purpose of clause 18.4(g) for employees on the 10/14 roster one week will be one cycle of duty on four shifts, i.e. two day shifts and two night shifts.
- H.17.5** Subject to the approval of the Director or his/her delegate no annual leave or accrued day off may be taken which is of less than two rounds of shifts, except that up to 68 hours' leave may be used without regard to the leave roster or the two rounds limit providing the minimum staffing levels in force at the time are not affected by such utilisation.

## Schedule I – Teachers and Educators

### I.1 General

#### I.1.1 Definitions

In this schedule:

**Assistant teacher** means a person of Aboriginal or Torres Strait Islander descent who has been employed to assist in a teaching capacity in an education institution, in a school, a Community Education Centre, or a Homeland Learning Centre, which is usually located within an Aboriginal community and employed within the incidence and scope of this award.

**Classroom teacher** means an employee with a recognised teaching qualification.

**Department** means the Northern Territory Department of Education.

**Employee or employees** means teachers and assistant teachers employed by the Department.

**Non-term time (school vacations)** means the three gazetted term breaks during the period from the first day of teaching for the school year to the last day of teaching before the school closes for the Christmas vacation period.

**One year's post-training experience**, for the purposes of clause I.2 – Classification description—Assistant Teacher and Classroom Teacher, is equivalent to 195 teaching days.

**Relief teacher** means a teacher employed on a casual basis, as prescribed in clause 6.1, who is engaged as and when required to perform general teaching duties.

**Senior teacher** means a teacher in a promotion position which includes educational administration duties.

**Teacher(s)** means Classroom Teachers (CT levels 1 to 9) and Senior Teachers (ST levels 1 to 8) who perform teaching and learning support and education related tasks in schools and education offices.

**I.1.2** This schedule is to be read in conjunction with the other relevant terms of the award and will prevail over other award terms in relation to employees governed by this schedule to the extent of any inconsistency.

### I.2 Classification description – Assistant Teacher and Classroom Teacher

#### I.2.1 Assistant Teacher

(a) Assistant Teacher Level 1 (AT1): Entry level for an assistant teacher without qualifications and with no or minimal experience.

- (b) Assistant Teacher Level 2 (AT2): An assistant teacher who holds a Certificate III Education Support (or equivalent) or at least four years continuous employment at Assistant Teacher Level 1.
- (c) Assistant Teacher Level 3 (AT3): An assistant teacher who holds a Certificate IV Education Support (or equivalent).
- (d) Assistant Teacher Level 4 (AT4): An assistant teacher who holds a Diploma of Education Support (or equivalent).
- (e) Assistant Teacher Level 5 (AT5): An assistant teacher who holds an Advanced Diploma Education (Paraprofessional Education Worker) (or equivalent).

### **I.2.2 Classroom Teacher**

- (a) Classroom Teacher 1 (CT1): A teacher who holds a four year degree in education (or equivalent) with no-post training experience.
- (b) Classroom Teacher 2 (CT2): A teacher who holds a four year degree in education (or equivalent) with a minimum of one year's post-training experience.
- (c) Classroom Teacher 3 (CT3): A teacher who holds a four year degree in education (or equivalent) with a minimum of two years' post-training experience.
- (d) Classroom Teacher 4 (CT4): A teacher who holds a four year degree in education (or equivalent) with a minimum of three years' post-training experience.
- (e) Classroom Teacher 5 (CT5): A teacher who holds a four year degree in education (or equivalent) with a minimum of four years' post-training experience.
- (f) Classroom Teacher 6 (CT6): A teacher who holds a four year degree in education (or equivalent) with a minimum of five years' post-training experience. Progression from CT5 to CT6 level is subject to an assessment process in accordance with the following criteria:
  - (i) successful completion of probation; and
  - (ii) demonstrated proficiency against the Australian Institute for Teaching and School Leadership National Professional Standards for Teachers or equivalent standards as determined by the Chief Executive Officer of the Department.
- (g) Classroom Teacher 7 (CT7): A teacher who holds a four year degree in education (or equivalent) with a minimum of six years' post-training experience.
- (h) Classroom Teacher 8 (CT8): A teacher who holds a four year degree in education (or equivalent) with a minimum of seven years' post-training experience.

- (i) Classroom Teacher 9 (CT9): A teacher who holds a four year degree in education (or equivalent) with a minimum of eight years' post-training experience.

### I.3 Hours of work

I.3.1 Hours of work as per clause 8.2(b)(i).

I.3.2 Employees engaged in a teaching capacity in a school may not be required, as determined by the Commissioner, to attend for duty at school during non-school term times or when the school is otherwise not open to accept students and the employee has no paid annual leave entitlements available.

### I.4 Relief teachers

I.4.1 A relief teacher will be employed for a period of not less than two hours on each engagement.

I.4.2 A relief teacher will be paid an hourly rate in accordance with the following formula:

$$\text{Hourly rate} = \frac{\text{A} + 25\% \text{ casual loading}}{60}$$

Where:

$$\text{A} = \frac{\text{Classroom Teacher 1 (CT1)} \times 12}{313}$$

I.4.3 Employment as a relief teacher will count towards salary level placement and long service leave when employed as a teacher on an ongoing or fixed period basis.

- (a) For the purposes of clause I.4.3, 195 days of relief teaching equals one year of full-time teaching and one day of relief teacher employment equals six hours.

I.4.4 Subject to the NES, a relief teacher has no entitlement to paid or unpaid leave or paid public holidays.

I.4.5 A relief teacher who is required to travel from an urban centre to a remote locality, as determined by the Commissioner, to take up duty is eligible to be paid Travelling Allowance (By-law 30), Living Away From Home Allowance (By-law 30A), Camping Allowance (By-law 31) and Vehicle Allowance (By-law 32).

### I.5 Allowances

#### I.5.1 Special Allowances

The following allowances will be paid for all purposes of the award:

Allowances	Per annum \$
Teachers in a special school	2085.89

<b>Allowances</b>	<b>Per annum</b>
	<b>\$</b>
Teacher of special class	2085.89
Teacher in-charge – one teacher school with primary classes	2085.89
Principal of area school	3358.11
The teacher in charge in a pre-school with two or more teachers	3358.11
The teacher in charge in a pre-school with one teacher	1627.33

### **I.5.2 Eligibility**

For the purposes of the clause I.5.1 in respect of certain teachers stationed in the Northern Territory of Australia:

- (a) **Teacher in a special school** includes classroom teachers and senior teachers performing full-time duties at one of the schools listed in Appendix I1- Special schools;
- (b) **Teacher in a special school** includes classroom teachers and senior teachers performing other than full-time duties for at least one day per week at one of the schools listed in clause I.5.2(a) provided that the person will be eligible for an allowance on a pro rata basis;
- (c) **Teacher of special classes** includes classroom teachers and senior teachers performing full-time duties in classes for the deaf, for the blind, within a gaol or remand centres and for designated handicapped children provided that 50% of the children are unable to be integrated for the majority of the time;
- (d) **Principal of an area school** includes a senior teacher designated as a principal of an area school providing both primary and secondary education, provided that such a school has an enrolment of at least 50 secondary pupils; and
- (e) **Teacher - teacher performing duties as a senior teacher in-charge of a pre-school with two or more teachers** includes in a semi-autonomous pre-school where two or more teachers are stationed, provided that neither of the latter teachers is classified as a senior teacher;
- (f) **Teacher in charge in a pre-school with one teacher** is a teacher performing duties as a teacher-in-charge in a pre-school where one teacher is stationed provided that person is not classified as a senior teacher.

### **I.6 Teacher of exemplary practice level 3 allowance**

A teacher who, immediately before commencement of this award, had successfully completed the assessment procedure and been deemed by the Chief Executive Officer of the Department to be a teacher of exemplary practice level 3 will be eligible for the teacher of exemplary practice allowance of 20% of salary to the

maximum of Senior Teacher 3. The allowance will be payable whilst the teacher continues to be approved as a teacher of exemplary practice level 3.

## **I.7 Special travel allowance**

### **I.7.1 General**

An eligible teacher performing teaching duties in the Northern Territory is entitled to a special travel allowance as determined by the Commissioner in accordance with the terms of this clause.

### **I.7.2 Eligibility**

- (a) For the purposes of this clause an eligible teacher includes:
- (i) a teacher whose headquarters is either in Darwin, Alice Springs, Tennant Creek, Nhulunbuy or Katherine and whose principal duty is the provision of advice concerning special education programs at an establishment other than his or her headquarters; or
  - (ii) a teacher whose headquarters is a non-urban Aboriginal school whose duties include the provision of educational services at an out-station community; provided that the teacher is absent from his or her headquarters or school while undertaking the duties enumerated in this clause.
  - (iii) For the purposes of this clause a special education program includes a remedial program and programs for the deaf, the disadvantaged, and the handicapped.

### **I.7.3 Entitlement**

- (a) An eligible teacher is entitled to travel allowance.
- (b) For the purposes of this clause, travel allowance is calculated on the basis of:
- (i) a special travel allowance of **\$24.28** for any single day not involving an overnight absence in which the member is absent from residence or headquarters for 10 or more hours;
  - (ii) for overnight travel, an appropriate travel allowance at the rate determined by the Commissioner;
  - (iii) where a continuous absence from residence or headquarters extends over a number of days a travel allowance at a rate calculated as an aggregate of the rate prescribed.

## **I.8 End of half semester travel**

- I.8.1** A teacher or assistant teacher permanently stationed at an approved isolated locality is entitled to travel assistance, provided at clause I.8.5(c) at the conclusion of half semester in a school year in accordance with the terms of this clause.

- I.8.2** For the purposes of this clause an approved isolated locality in the Northern Territory which is situated more than 90 kilometres by road from Darwin or Alice Springs and which satisfies the following criteria:
- (a) the locality is located in isolation from a centre of significant population;
  - (b) the locality lacks reasonable access by sealed all-weather road to a centre of significant population;
  - (c) the number of people in the locality can be interpreted as contributing to professional and cultural isolation of employees located therein.
- I.8.3** Where a teacher or assistant teacher's spouse is in receipt of fares or benefits from the NTPS the employee will be deemed a teacher or assistant teacher without dependents; provided that where a teacher or assistant teacher's spouse is in receipt of end of half semester travel from the NTPS, one of them must elect to be an employee without dependents for the purpose of this clause.
- I.8.4** A schedule of approved isolated localities, in terms of this clause, is provided at Appendix I2—Approved isolated schools.
- I.8.5** A teacher or assistant teacher permanently stationed at an approved isolated locality is entitled to end of half semester travel for the teacher or assistant teacher and his or her dependents as follows:
- (a) in a school year in which the teacher or assistant teacher utilises an entitlement under By-law 43 at the conclusion of any one half semester;
  - (b) in a school year in which the teacher or assistant teacher does not utilise an entitlement under By-law 43 at the conclusion of any two half semesters.
  - (c) A teacher or assistant teacher entitlement under clause I.8.5 will be as follows:
    - (i) reimbursement for return economy class travel by commercial air transport for the teacher or assistant teacher and his or her dependents, to Darwin or Alice Springs, whichever is the nearer to the employee's workplace by normal commercial air transport; or
    - (ii) reimbursement for return economy class travel by commercial air transport to an alternative mainland centre of significant population for the teacher or assistant teacher and his or her dependents, provided that this travel does not exceed the cost of travel under clause I.8.5(c)(i); or
    - (iii) where travel is undertaken by road, an allowance for the use of a private vehicle on a specified journey in accordance with the provisions of By-law 43 provided that this allowance does not exceed the cost of travel under clause I.8.5(c)(i).

## **I.9 Freight allowance**

- I.9.1** A freight allowance will be paid to a teacher or assistant teacher stationed at a prescribed remote locality. For the purposes of this clause the prescribed remote localities are contained in Appendix I3—Prescribed remote schools.

**I.9.2** The amount of freight allowance payable to a teacher or assistant teacher, as determined by the Commissioner, will be equal to the cost actually incurred by him or her in the freight by scheduled air service, regular road service or barge, of foodstuffs from a proscribed remote locality at which he or she is stationed, up to a limit of 12 kilograms per week for a teacher or assistant teacher without dependents or of 23 kilograms per week for a teacher or assistant teacher with dependents. Where a teacher, however, in addition to the family unit of two adults or a single parent and child, there are two or more children or a dependent adult and one child or more, the allowance will be enlarged by eight kilograms per week, except that:

- (a) a teacher's entitlement may accumulate for up to four weeks; and
- (b) a freight allowance is not payable to a teacher or assistant teacher at the rate for a teacher or assistant teacher with dependents in respect of freight costs incurred in any week where another member of his or her family residing in the same locality as the teacher or assistant teacher has, in that week, already become eligible to be paid a freight allowance in accordance with this clause.

**I.9.3** A teacher or assistant teacher who is permanently stationed in Nhulunbuy or Yirrkala will be entitled to payment of a weekly allowance for freight of foodstuffs for a period of 45 weeks in any year at a rate determined by the Commissioner, in respect of whether the teacher or assistant teacher has or does not have dependents.

## **I.10 Northern Territory allowance**

**I.10.1** All employees employed on or before 31 July 1987 shall be entitled to Northern Territory allowance as follows:

- (a) An employee with dependants will receive **\$2237** per annum, less the salary increases provided from the first pay period on or after 1 September 1987 and the first pay period on or after 1 July 1988;
- (b) An employee without dependants will receive **\$1277** per annum less the salary increases provided from the first pay period on or after 1 September 1987 and the first pay period on or after 1 July 1988.

**I.10.2** Employees employed on or before 31 July 1987 living in a locality, as specified in Appendix I4 – Specified localities, will be entitled to Northern Territory allowance as follows:

- (a) An employee with dependants will receive **\$2440** per annum less the salary increases provided from the first pay period on or after 1 September 1987 and the first pay period on or after 1 July 1988;
- (b) An employee without dependants will receive **\$1500** per annum less the salary increases provided from the first pay period on or after 1 September 1987 and the first pay period on or after 1 July 1988.

**I.10.3** An employee with dependants will receive a rate of Northern Territory allowance of no less than **\$960** per annum.

**I.10.4** Where new classifications are created and these classifications are occupied by an existing employee allowances provided in I.10.1 and clause I.10.2 shall be calculated by using the following formula:

$$A \div (B \times C)$$

Where:

- **A** - means the nearest higher existing salary paid by the employer for an existing classification to that to be paid for the new classification;
- **B** - means the annual salary paid by the employer for the new classification;
- **C** - means the Northern Territory allowance paid for the salary as defined by B above.

**I.10.5** All employees with dependants employed on or after 1 August 1987 shall be entitled to receive Northern Territory allowance at the rate of **\$960** per annum.

## Appendix I1: Special Schools

Special schools for salary related allowances, clause I.5.1

Acacia Hill/Alice Springs Special	Hodgson River	Peppimenarti
Alcoota	Imanpa/Mt Ebenezer	Pigeon Hole
Alekarenge/Warrabri	Ipolera	Pine Creek
Alpurrurulam/Lake Nash	Jilkmिंगgan/Djimbire	Pularumpi
Amanbidji	Kalkarindji	Ramingining
Amoonguna	Kiana	Robinson River
Ampilatwatja/Ammaroo	Kintore Street	Rockhampton Downs
Angurugu	Lajamanu/Hooker River	Royal Darwin Hospital
Areyonga	Laramba/Napperby	Shepherdson College
Barunga/Bamyili	Mamaruni/Crocker Island	Stirling
Bauhinia Downs/Nicholson River	Maningrida	Ti Tree
Belyuen	M'bungghara	Timber Creek
Borroloola	Milikapiti/Snake Bay	Titjikala/Maryvale
Bulla Camp	Milingimbi	Ukaka HLC/Lilla
Bulman	Milyakburra	Umbakumba
Canteen Creek	Minyerri/Hodgson Downs	Urapunga
Corella Creek/Brunette Downs	Mt Allan	Utopia
Docker River	Murray Downs	Wallace Rockhole
Don Dale Centre/Dundas Hs	Mutitjulu	Walungurru/Kintore
Elliott	Nemarluk	Warruwi/Goulburn Island
Epenarra	Neutral Junction	Watiyawanu/Mt Leibig
Finke	Newcastle Waters	Willowra
Gapuwiyak/Lake Evella	Nganmariyanga/Palumpa	Woolaning
Gochan Jinny-Jirra	Ngukurr	Woolianna/Daly River
Gunbalanya/Oenpelli	Ntaria	Wugularr/Beswick
Haasts Bluff	Numbulwar	Yarralin
Harts Range	Nyirrpi	Yirrkala
Henbury/Coconut Grove	Papunya	Yuendumu

All allowance provisions are bound to the Hub-school. Hence, approved Annexes providing for children with disabilities, and Homeland Centres, have the same allowance entitlement as their Hub-school.

## Appendix I2: Approved Isolated Schools

Approved isolated schools for end of half semester travel, clause I.8.4

Alcoota	Ipolera	Pigeon Hole
Alekarenge/Warrabri	Jilkminggan/Djimbire	Pularumpi/Garden Point
Alpurrurulam/Lake Nash	Kalkarindji	Ramingining
Alyangula	Kiana	Robinson River
Amanbidji	Lajamanu/Hooker River	Rockhampton Downs
Ampilatwatja/Ammaroo	Laramba/Napperby	Shepherdson College
Angurugu	M'bungbara	Stirling
Areyonga	Mamaruni/Crocker Island	Tennant Creek HS
Barunga/Bamyili	Maningrida	Tennant Creek PS
Bauhinia Downs/Nicholson R	Mataranka	Tennant Creek RO
Belyuen	Milikapiti/Snake Bay	Ti Tree
Borrooloola	Milingimbi	Timber Creek
Bulla Camp	Milyakburra	Tipperary
Bulman	Mt Allan	Titjikala/Maryvale
Canteen Creek	Murray Downs	Ukaka HLC/Lilla
Corella Creek/Brunette Downs	Mutitjulu	Umbakumba
Docker River	Neutral Junction	Urapunga
Douglas Daly	Newcastle Waters	Utopia
Dundee Beach	Nganmariyanga/Palumpa	Wallace Rockhole
Elliott	Ngukurr	Walungurru/Kintore
Epenarra	Nhulunbuy HS	Warruwi/Goulburn Island
Finke	Nhulunbuy PS	Watiyawanu/Mt Leibig
Gapuwiyak/Lake Evella	Nhulunbuy RO	Willowra
Gochan Jinny-Jirra	Ntaria	Woolaning
Gunbalanya/Oenpelli	Numbulwar	Woolianna/Daly River
Haasts Bluff	Nyirripi	Wugularr/Beswick
Harts Range	Papunya	Yarralin
Minyerri/Hodgson Downs	Peppimenarti	Yirrkala
Hodgson River		Yuendumu
Imanpa/Mt Ebenezer		Yulara

All allowance provisions are bound to the Hub-school. Hence, approved Annexes providing for children with disabilities, and Homeland Centres, have the same allowance entitlement as their Hub-school.

### Appendix I3: Prescribed Remote Schools

Prescribed remote schools for freight allowance, clause I.9

Alcoota	Imanpa/Mt Ebenezer	Pigeon Hole
Alekarenge/Warrabri	Ipolera	Pularumpi/Garden Point
Alpurrurulam/Lake Nash	Jilkminggan/Djimbire	Ramingining
Alyangula	Kalkarindji	Robinson River
Amanbidji	Kiana	Rockhampton Downs
Ampilatwatja/Ammaroo	Lajamanu/Hooker River	Shepherdson College
Angurugu	Laramba/Napperby	Stirling
Areyonga	M'bunghara	Tennant Creek HS
Barunga/Bamyili	Mamaruni/Crocker Island	Tennant Creek PS
Bauhinia Downs/Nicholson R	Maningrida	Tennant Creek RO
Belyuen	Mataranka	Ti Tree
Borroloola	Milikapiti/Snake Bay	Timber Creek
Bulla Camp	Milingimbi	Tipperary
Bulman	Milyakburra	Titjikala/Maryvale
Canteen Creek	Mt Allan	Ukaka HLC/Lilla
Corella Creek/Brunette Downs	Murray Downs	Umbakumba
Docker River	Mutitjulu	Urapunga
Douglas Daly	Neutral Junction	Utopia
Dundee Beach	Newcastle Waters	Wallace Rockhole
Elliott	Nganmariyanga/Palumpa	Walunguru/Kintore
Epenarra	Ngukurr	Warruwi/Goulburn Island
Finke	Nhulunbuy HS	Watiyawanu/Mt Leibig
Gapuwiyak/Lake Evella	Nhulunbuy PS	Willowra
Gochan Jinny-Jirra	Nhulunbuy RO	Woolaning
Gunbalanya/Oenpelli	Ntaria	Woolianna/Daly River
Haasts Bluff	Numbulwar	Wugularr/Beswick
Harts Range	Nyirripi	Yarralin
Minyerri/Hodgson Downs	Papunya	Yirrkala
Hodgson River	Peppimenarti	Yuendumu
		Yulara

All allowance provisions are bound to the Hub-school. Hence, approved Annexes providing for children with disabilities, and Homeland Centres, have the same allowance entitlement as their Hub-school.

## Appendix I4: Specified localities

Specified localities for Northern Territory allowances, clause I.10

Alexandria	Humbert River	Newry
Alroy	Innesvale	Ngukurr (Roper River_
Alyangula	Inverway	Numbulwar
Angurugu	Kaldaringi (Wave Hill)	Oenpelli
Anthony Lagoon	Kidman Springs	Port Keats (Wadder or Wadeye)
Auverne	Kirkimbie	Robinson River
Benmara	Lajamanu (Hooker Creek)	Rockhampton Downs
Birrindudu	Legune	Roper Valley
Borroloola	Limbunya	Timber Creek
Brunette Downs	Mainoru	Top Springs (including Montejinni, Kilarney)
Bullo River	Mallapunya	Umbakumba
Calvert Hills	Mamaruni (Croker Island)	Urapunga (Roper Bar)
Camfield	Maningrida	Victoria River Downs
Cattle Creek	Mittebah	Walhallow
Cobury Peninsula (including Cape Don)	Moolooloo	Warruwi (Goulburn Island)
Cresswell Downs	Moroak	Willeroo
Delmere	Mountain Valley	Wollogorang
Eva Downs	Mt Sanford	
Galiwinku (Elcho Island )	Murganella	
Ganjarani (McArthur River)	Nabarlek	

## **Schedule J– Port Services**

### **J.1 General**

**J.1.1** This clause applies to the following classifications transferred from Darwin Port Corporation to the Northern Territory Department of Transport or the Department of Lands, Planning and Environment, as of 31 March 2015:

- (a) Port Service Worker 1 (PSW1);
- (b) Port Service Worker 2 (PSW2);
- (c) Port Service Worker 4 (PSW4);
- (d) Port Service Worker 5 (PSW5);
- (e) Port Administration Officer 3 (PAO3); or
- (f) Senior Port Administration Officer 2 (SPO2).

**J.1.2** This schedule is to be read in conjunction with the other relevant terms of the award and will prevail over other award terms to the extent of any inconsistency.

### **J.2 Consolidated allowance**

**J.2.1** A consolidated allowance of **\$2927.25** per annum will be paid to Port Service Workers combining work related payments for: use of private telephone, noise, industry allowance, confined space, disability allowance, dirty work, and wet places. The consolidated allowance will not be included as salary for any purpose.

### **J.3 Rest Breaks**

See clause 9.2(b) – Paid rest (tea) breaks for applicable provisions.

### **J.4 Overtime**

**J.4.1** Subject to clause J.4.2 to clause J.4.10, overtime will be worked in accordance with the overtime provisions contained in clause 15 – Overtime.

#### **J.4.2 Overtime rate**

- (a) A day worker required to work outside ordinary hours contained in clause 8.2 – Hours of work will be paid at the rate of double time.
- (b) If a relief employee does not commence duty at the scheduled time after the employee has finished his or her ordinary shift, such unrelieved employee shall be paid at the rate of time and one half for the first eight hours and double time thereafter.

#### **J.4.3 Saturday work**

The minimum payment for overtime performed on Saturday is four hours at double time, except where the overtime is continuous with overtime commenced on the previous day.

**J.4.4 Sunday work**

- (a) An employee working overtime on a Sunday will be paid at the rate of double time and this rate will continue until the employee finishes overtime.
- (b) The minimum payment on a Sunday is four hours.

**J.4.5 Public holiday work**

- (a) An employee working overtime on a public holiday will be paid at the rate of double time and one half and this rate shall continue until the employee finishes overtime.
- (b) The minimum payment on a public holiday is four hours.

**J.4.6 Rest Periods**

- (a) When overtime work is necessary, it will, wherever reasonably practicable be so arranged that employees have at least 10 consecutive hours off duty.
- (b) An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least had 10 consecutive hours off duty between those times, will, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the time of duty.
- (c) If, on the instructions of the Chief Executive Officer, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be:
  - (i) paid double time until the employee is released from duty; and
  - (ii) entitled to be absent for 10 consecutive hours off duty without loss of pay for ordinary working time during that absence.

**J.4.7 Crib breaks**

See clause 9.2(c) – Crib breaks.

**J.4.8 Call back**

- (a) An employee recalled to work overtime after leaving work (whether notified before or after leaving the premises) will be paid for a minimum of four hours work or where the employee has been paid an on-call allowance in accordance with clause J.4.9, the employee will be paid for a minimum of three hours at the appropriate rate.
- (b) The employee will not work the full minimum paid time if the job the employee was recalled to perform is completed within a shorter period.

- (c) Clause J.4.8(a) will not apply in cases where it is customary for an employee to return to perform a job outside ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (d) Overtime worked on a call back or call backs will not be regarded as overtime for the purpose of a rest period where the actual total time worked is less than three hours.
- (e) Time spent travelling, waiting or standing by will be recorded as time worked for the purpose of calculating the call back overtime.

#### **J.4.9 On-call allowance**

An employee will be paid an on-call allowance of **\$1.73** per hour or part thereof, for the period of restriction.

#### **J.4.10 Meal allowance**

See clause 11.4 – Meal allowance for applicable provisions.

### **J.5 Time off during notice period**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purposes of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **J.6 Transport of employees in connection with overtime attendance**

After working overtime that was not rostered, an employee finishes work at a time when reasonable means of public transport is not available, the employer will:

- J.6.1** convey the employee to his or her home; or
- J.6.2** reimburse the employee for reasonable expenses incurred in travelling to their place of residence.

## **Schedule K– School-based Administrative Officers**

### **K.1 General**

#### **K.1.1 Definitions**

In this schedule:

**School year** means the first day in one year when a school is open to receive students, to the day prior to the first day that a school is open to receive students in the following year, inclusive.

**A school is considered to be open** when students are accepted for attendance in class for instruction by teachers.

**K.1.2** This schedule is to be read in conjunction with the other relevant terms of the award and will prevail over other award terms in relation to employees governed by this schedule to the extent of any inconsistency.

### **K.2 Application**

The conditions of employment contained in this schedule apply to school-based Administrative Officers employed on 92% of the Administrative Officer salary and who work school hours in accordance with clause 8.3.

#### **K.2.1 92% of Administrative Officer Salary**

An employee employed as a school-based Administrative Officer will be paid 92% of the respective salary for the applicable classification. This compensates for the fact that these are school based positions where eligible employees are only required to attend for work when the school is open to accept students.

### **K.3 Term and Christmas Vacation Periods**

(a) With the exception of the two working days prior to the opening of the school for the new school year when an employee is expected to attend for duty, an employee will not normally be required to attend for duty on any other day on which the school, at which the employee normally works, is not open.

(i) Subject to clause K.3(c), an employee will be paid salary at ordinary rates for any day on which the employee, in accordance with clause K.3(a), is relieved of the obligation to attend for work.

(b) Where an employee is required to work on a day which, in accordance with clause K.3(a), the employee would not normally be required to work, and such duty is within the span of hours as defined in clause 8.2(c)(ii), payment for the period of attendance will be made as follows:

(i) on public holidays - 150% in addition to ordinary rate of pay;

(ii) on any other day - 50% in addition to ordinary rate of pay.

- (c) An employee who performs duty as a school-based Administrative Officer for less than the full school year will be entitled to payment for the term and Christmas vacation periods related to that school year, at the employee's ordinary rate of salary for each completed month of service, including the periods of school vacations that are applicable, during which the employee was actually employed to work in a school.
  - (i) For the purposes of clause K.3(c), each completed month of service equates to 2.5 days payment for the term and Christmas vacation periods.
  - (ii) Where an employee's service in a school-based Administrative Officer position is not sufficient to cover payment for term and Christmas vacations in accordance with clause K.3(c), an employee may elect to use accrued annual leave entitlements to cover periods of term and Christmas vacation without pay.
  - (iii) The conditions of clause K.3(c) will be calculated up to and including the last day of the first 12 weeks parental leave period taken in accordance with clause 20 – Parental leave, and will be paid to the employee immediately following that day.
- (d) Annual leave accrues and will be taken in accordance with clause 18 – Annual leave.

#### **K.4 Additional hours**

- (a) An employee who is required to work on any day or at any time not specifically covered in clause K.3(b), will be paid at the overtime rates prescribed in clause 15 – Overtime.
- (b) Provided that additional hours performed within the nominal ordinary hours of work as specified in clause 8.3(a)(i) will not attract an additional payment until the employee has worked in excess of 7 hours and 21 minutes on that day.

#### **K.5 Casual loading**

An employee employed on a casual basis in accordance with Schedule K- School-based Administrative Officers, will be paid a loading of 27.5% in addition to ordinary salary in lieu of salary for personal leave, term and Christmas vacation periods, annual leave and annual leave loading.

#### **K.6 Annual leave loading – special provisions**

- K.6.1** Subject to the provisions of this clause, an employee will be paid annual leave loading calculated in accordance with clause 18.10, to be included in the last payment of ordinary salary made prior to Christmas Day each year, or in the event of termination or cessation (resignation or retirement) prior to that day, in the final payment made to the employee.

Provided that:

- (a) An employee who is deemed to have been employed until the end of the school year, will be entitled to annual leave loading calculated on that employee's salary rate as at 1 January in the following year.
- (b) An employee who ceases duty or is terminated prior to the beginning of the Christmas school vacation will be entitled to an annual leave loading calculated on that employee's salary rate as at 1 January in the year of ceasing duty.
- (c) The payment of annual leave loading to an employee will be automatic and will not require the employee's application for payment.
- (d) The maximum payment for an annual leave loading, as contained in clause 18.10(a)(i), will be applied in the same way as salary rates in clauses K.6.1(a) and (b).
- (e) Where the maximum annual leave loading payment applicable to a particular year has not been advised in sufficient time to enable payment of the full amount in accordance with clause 18.10, payment will be made at the rate last advised, and an adjustment made as soon as possible after the advice of the correct rate.

## **K.7 Conversion of school-based Administrative Officer to full-time hours**

**K.7.1** For the purposes of this clause the following definitions apply:

- **School hours** means the hours of work as prescribed in clause 8.3(a).
- **Full-time hours** means the conditions applicable to a person employed in the classification of Administrative Officer.

### **K.7.2 Initiation of full-time work proposals**

- (a) Proposals for conversion to full-time hours may be initiated by an employee or by the Chief Executive Officer.
- (b) An employee may only initiate a proposal in respect of her/his substantive position. The Chief Executive Officer may initiate a proposal in circumstances where the work to be undertaken in the position requires more hours of duty than the normal hours under clause 8.3(a).
- (c) New positions will be created on school hours but may be converted to full-time hours in accordance with this clause.
- (d) Employees who convert to full-time hours will be exempt from the operation of Schedule K—School-based Administrative Officers and clause 18.5(b)—Taking annual leave, and be subject to the conditions applicable to a person employed in the classification of Administrative Officer.
- (e) Employees will be advised in advance about the impact of conversion to full-time hours on salary, conditions of employment and superannuation.

- (f) No employee who is currently employed on school hours will be required to convert to full-time hours or transferred without their consent to enable conversion to full-time hours.
- (g) An employee or Chief Executive Officer may request a review period of up to 12 months prior to formalising conversion to full-time hours. At the end of the review period, the employee or the Chief Executive Officer must either confirm the conversion to full-time hours or revert to school hours.
- (h) A position that have been confirmed at full-time hours will be converted back to school hours under the same identification and change processes as a conversion for school hours for full-time hours.
- (i) Where a position which has been converted to full-time hours become substantively vacant during the review period, it may be filled on the basis on full-time hours.
- (j) Where a position, which has been converted to full-time hours, becomes temporarily vacant during the review period it may only be filled on full-time hours for the remainder of the review period or the period of the temporary vacancy, whichever is the longer. An employee who returns to her/his substantive position may request an extension of the review period provided that the total review period does not exceed 12 months.

## **Schedule L—Relationship with Other Awards**

### **L.1 Succession of previous awards**

**L.1.1** This award supersedes the:

- (a) Community and Public Sector Union (Northern Territory Public Sector) Award 2002 [AP815998];
- (b) Construction and Maintenance Workers (Northern Territory Public Sector) Award 2001 [AP811473];
- (c) Darwin Port Corporation (Maritime Unions) Award 2003 [AP822275];
- (d) Drafting, Supervisory, Technical and Other Employees (Northern Territory Public Sector) Award 2002 [AP818680];
- (e) Fire and Rescue Service Employees (Northern Territory) Award 2001 [AP810327];
- (f) General Employees (Northern Territory Public Sector) Miscellaneous Workers Union Award 2001 [AP811838];
- (g) Health Employees (Northern Territory Public Sector) Miscellaneous Union Award 2001 [AP811829];
- (h) Medical Officers (Northern Territory Public Sector) Award 2001 [AP807671];
- (i) Northern Territory Public Sector (General Conditions of Service) Award 2000 [AP790710];
- (j) Northern Territory Public Sector Redundancy Provisions Award 2001 [AP806389];
- (k) Northern Territory Public Sector Teachers and Assistant Teachers Award 2001 [AP811318];
- (l) Northern Territory Power and Water Corporation Employees Award 2002 [AP819558];
- (m) Northern Territory Professional Engineers Award (Power and Water Authority) Award 2001 [AP807115];
- (n) Nurses (Northern Territory Public Sector) Award 2001 [AP805842];
- (o) Professional Engineers (Northern Territory Public Sector) Award 2001 [AP807116]; and
- (p) Transport Workers' (Northern Territory Public Sector) Award 2002 [AP818813].

## Schedule M – Power and Water

### M.1 General

#### M.1.1 Definitions

In this schedule:

**Apprentice** has the meaning given in Schedule A.

**Employee(s)** means a person employed in one of the Power and Water Agencies, namely Power and Water Corporation, Territory Generation or Jacana Energy.

**Power and Water** has the meaning given in Schedule A.

**M.1.2** This schedule is to be read in conjunction with the other relevant terms of the award and will prevail over any other award term in relation to employees governed by this schedule to the extent of any inconsistency.

### M.2 Minimum pay rates

#### M.2.1 Power and Water classifications

(a) The minimum annual pay rate for an adult employee performing work in the following classifications is set out in the following table:

<b>Classification Level</b>	<b>Annual Pay Rate (\$)</b>
<b>ADMINISTRATIVE OFFICER</b>	
Administrative Officer 1	38,526
Administrative Officer 2	41,832
Administrative Officer 3	45,192
Administrative Officer 4	48,440
Administrative Officer 5	55,427
Administrative Officer 6	59,551
Administrative Officer 7	66,854
Administrative Officer 8	70,833
<b>PROFESSIONAL (other than Engineers)</b>	
Professional 1	47,030
Professional 2	54,973
Professional 3	68,462
Professional 4	74,294
Professional 5	84,273
<b>PROFESSIONAL (Designation: Engineers, see clause M.5)</b>	

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<b>Classification Level</b>	<b>Annual Pay Rate (\$)</b>
Professional 1	48,344
Professional 2	55,090
Professional 3	68,408
Professional 4	74,252
Professional 5	84,198
<b>PHYSICAL</b>	
Physical 1	37,430
Physical 2	39,461
Physical 3	40,801
Physical 4	45,625
Physical 5	47,174
Physical 6	48,926
Physical 7	51,720
Physical 8	55,326
Physical 9	58,466
<b>TECHNICAL and SENIOR TECHNICAL</b>	
Technical 1	40,635
Technical 2	42,693
Technical 3	45,700
Technical 4	48,590
Senior Technical 1	52,142
Senior Technical 2	54,701
Senior Technical 3	57,735
Senior Technical 4	59,909
Senior Technical 5	63,167

**M.2.2** The rate of pay for the Physical 3 grade employee is based on the minimum rate prescribed in the Manufacturing and Associated Industries and Occupations Award 2010 [MA000010] for the base tradesperson classification.

**M.2.3 Minimum payment for additional training and supervisory responsibilities**

An employee who is responsible primarily for the exercise of skills in the Physical grades, up to the level of his/her skill and competence and who is additionally directly involved (i.e. beyond that required in the classification definitions) in the

supervision/training of other Physical grade employees, will receive not less than 107% of the rate of pay applicable to his/her Physical grade classification.

### **M.3 Juniors**

(a) An employee under the age of 21 years, who is not an apprentice or trainee, will be paid at a percentage of a rate specified in this clause as follows:

(i) Junior technical employees will be paid the percentage of the adult minimum annual pay rate as follows:

<b>Age</b>	<b>Percentage of Technical 1 Annual Pay Rate</b>
Under 18 years	60%
At 18 years	70%
At 19 years	81%
At 20 years	91%

(ii) Junior administrative employees will be paid the percentage of the adult minimum annual pay rate as follows:

<b>Age</b>	<b>Percentage of Administrative Officer 1 Annual Pay Rate</b>
Under 18 years	60%
At 18 years	70%
At 19 years	81%
At 20 years	91%

(iii) Junior physical grade employees will be paid the percentage of the adult minimum annual pay rate as follows:

<b>Age</b>	<b>Percentage of Physical 1 Annual Pay Rate</b>
Under 18 years	55%
At 18 years	65%
At 19 years	78.5%
At 20 years	93%

(b) An employee who is under 21 years of age and maintains dependents, or who has completed an appropriate certificate or qualification, or who has satisfied any other conditions specified by the employer will be paid at the adult rate of pay.

(c) A junior employee will, on attaining 21 years of age, be paid the adult annual salary prescribed for such classification.

## M.4 Apprentices

### (a) Rates of pay

- (i) Apprentices will be paid the following percentages of the Physical 3 minimum annual pay rate:

<b>4 year course</b>	<b>Under 21 years %</b>	<b>Adult apprentice or under 21 years with dependents %</b>
1 <sup>st</sup> year	40	70
2 <sup>nd</sup> year	50	75
3 <sup>rd</sup> year	70	80
4 <sup>th</sup> year	85	85

- (ii) Subject to clause M.4(a)(iv), the rate of an adult apprentice will be the wage prescribed by clause M.2.1(a) or the rate prescribed by clause M.4(a)(i) for the relevant year of apprenticeship, whichever is the greater.
- (iii) An employee who is under 21 years of age on the expiration of his or her apprenticeship and thereafter works in the occupation to which he or she has been apprenticed will be paid at not less than the adult rate prescribed for the classification.
- (iv) A person employed under this award immediately prior to entering into a training agreement as an adult apprentice with the employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in Power and Water for at least six months as a full-time employee or 12 months as a part-time or casual employee immediately prior to commencing the apprenticeship. For the purposes only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in M.2.1 (as applicable) in which the adult apprentice was engaged immediately prior to entering into the training agreement.

## M.5 Progression and advancement – Professional (Engineers)

### (a) Definitions:

For the purposes of clause M.5:

**Experienced engineer** means a “professional engineer” with the undermentioned qualifications in any particular employment, the adequate discharge of any portion of the duties of which employment requires qualifications of the employee as (or at least equal to those of) a

member of Engineers Australia. The aforesaid qualifications are as follows:

- that he/she is a member of Engineers Australia; or
- that he/she, having graduated in a four or five year course at a university recognised by the Engineers Australia, has had four years' experience on professional engineering duties since becoming a qualified engineer; or
- that he/she, not having so graduated, has had five years of such experience.

**Graduate** means a “qualified engineer” who is the holder of a university degree (four or five year course) recognised by the Engineers Australia.

**Professional engineering duties** means the duties carried out by a person in any particular employment, the adequate discharge of any portion of which duties requires qualifications of the employee as (or at least equal to those of) a graduate member of Engineers Australia.

**Professional engineer** means an adult person qualified to carry out professional engineering duties as above defined. The term “professional engineer” embraces and includes “qualified engineer” and “experienced engineer” as hereinafter defined.

**Professional engineering qualifications** means such qualifications as (or at least equal to those which) are required for admission as a graduate member of Engineers Australia.

**Qualified engineer** means a professional engineer other than an “experienced engineer” as hereinafter defined, that is, it means a person who is, or is qualified to become, a graduate member of Engineers Australia.

- (b) The definitions in clauses M.5(c), M.5(d), M.5(e) and M.5(f) describe each of the classification levels and their inter-relationships within the professional career stream. As such, and subject to PSEM Act, they indicate the constraints and requirements for entry and progression through the professional career stream. Individual positions within the professional career stream will be separately described by position descriptions. The prescribed level of an individual position within the professional career stream will be determined in accordance with clause 7.1(a).
- (c) **Professional Level 1**
- (i) The minimum entry requirement is a four year degree from an Australian university or other qualification formally recognised by an appropriate Australian accreditation body for entry to the profession relevant to the duties to be performed.
  - (ii) The core skill requirements are the ability to exercise individual judgement and initiative in the application of principles, techniques and

methods of the relevant engineering discipline, the ability to write clear and concise reports and understanding of information systems principles.

- (iii) The work of a Professional Level 1 is of a professional nature requiring initiative and judgement. The Professional Level 1 is normally expected to apply only established principles, techniques and methods in early postgraduate years. Checking aspects of the work of other professionals may be required. With professional development it is expected that the Professional Level 1 will learn new techniques and methods and apply them to progressively more difficult and complex technical problems. Essentially, the Professional Level 1 performs tasks under direction, but may be called upon to control small projects and exercise general supervision of technical and other employees. Initially, work of the Professional Level 1 is closely reviewed by higher level professionals for validity, adequacy and conformity with general requirements, but with professional development and experience the work receives progressively less close review and the Professional Level 1 progressively exercises individual professional judgement.
- (iv) Application may be made at any time for selection on competitive merit for higher level vacancies.
- (v) In the absence of application for higher level vacancy, progression to Level 2 requires the employee:
  - to have achieved a satisfactory assessment of competency, performance and achievement for the preceding 12 months; and
  - to possess the core skills for Level 2; and
  - to have completed at least three years relevant professional experience since qualifying and gained corporate membership of a professional accreditation body (e.g. Engineers Australia); or
  - to have completed at least four years relevant professional experience since qualifying if corporate membership of a professional accreditation body (e.g. Engineers Australia) has not been gained.

**(d) Professional Level 2**

- (i) Entry to Professional Level 2 may be through selection based on competitive merit for a vacancy.
- (ii) In the absence of a vacancy in Level 2, entry from Professional Level 1 requires the Professional Level 1:
  - to have achieved a satisfactory assessment of competency, performance and achievement for the preceding 12 months; and
  - to possess the core skills for Level 2; and

- to have completed at least three years relevant professional experience since qualifying and gained corporate membership of a professional accreditation body (e.g. Engineers Australia); or
  - to have completed at least four years relevant professional experience since qualifying if corporate membership of a professional accreditation body (e.g. Engineers Australia) has not been gained.
- (iii) The core skill requirements are the ability to exercise a significant degree of judgement and initiative, ability to adapt, modify or use procedures or techniques which are unusual, difficult and/or require a high level of conceptual skills, ability to work with minimum supervision, ability to supervise and coordinate work of others and competency in interpersonal skills.
- (iv) The work of a Professional Level 2 requires initiative and judgement and is normally conducted under general direction of more senior professionals; guidance is required only on matters of principle and general approach. The Professional Level 2 is expected to set his/her own short term priorities and makes decisions with respect to their professional competence in respect of a project for which they are responsible after consultation with more senior professionals as appropriate. The Professional Level 2 contributes to the planning, implementation and conduct of work undertaken, accepts responsibility for the reliability and validity of results obtained and makes a significant contribution to the interpretation and communication and/or implementation of the results. The Professional Level 2 may be required to direct, supervise and coordinate the work of more junior professionals and non-professional staff and train staff.
- (v) Progression to the next level may be through application and selection on competitive merit for vacancies.
- (vi) In the absence of application for higher level vacancy and when the Professional Level 2 who has achieved a satisfactory assessment of competency, performance and achievement for the preceding 12 months of work has completed at least eight years relevant professional experience since graduating and has completed post-graduate, or other, qualifications as approved by the employer, on the basis that the skills gained through the additional qualifications will be utilised by the employer, then the Professional Level 2 will be promoted directly to a new position which has been designed to utilise the skills and which has been properly classified at Professional Level 3.
- (e) Professional Level 3**
- (i) Entry to Professional Level 3 may be through selection based on competitive merit for a vacancy in Level 3.
- (ii) In the absence of application for higher level vacancy and when the Professional Level 2 who has achieved a satisfactory assessment of competency, performance and achievement for the preceding 12 months

of work has completed at least eight years relevant professional experience since graduating and has completed post-graduate, or other, qualifications as approved by the employer, on the basis that the skills gained through the additional qualifications will be utilised by the employer, then the Professional Level 2 will be promoted directly to a new position which has been designed to utilise the skills and which has been properly classified at Professional Level 3.

- (iii) The core skill requirements are high level of initiative, independence and technical judgement, ability to write reports and make effective presentations to a broad range of audiences, ability to plan, coordinate and supervise projects, systems or networks, ability to work with a high degree of autonomy, high level of interpersonal skills and ability to research policy issues and make policy recommendations.
  - (iv) The Professional Level 3 is expected to have extensive experience in his/her discipline at a responsible level and demonstrates a high level of conceptual skills and detailed understanding of the theoretical basis of his/her discipline and possesses a high degree of ingenuity and flair. The Professional Level 3 would be expected to use procedures and techniques which are unusual or widely acknowledged as being extremely difficult or sensitive. The Professional Level 3 assists in the initiation and development of projects and sub-projects and in the broad approach taken in defining objectives. He/she may carry out the work directly or supervise others in this and is expected to make a major contribution to the analysis, interpretation and, when appropriate, the communication of results. The Professional Level 3 may perform the role of project leader, or be responsible for the operations of a network/operating system requiring the coordination, supervision and direction of the work of a number of professionals, other staff and other resources. The Professional Level 3 is expected to operate with a high level of initiative and independence, have effective judgement and work within broad guidelines.
  - (v) Progression to the next level is by appointment to a vacancy on the basis of competitive merit.
- (f) Professional Level 4**
- (i) Entry to this level is by appointment to a vacancy.
  - (ii) The core skill requirements are high level initiative, creativity and innovation and expert management and leadership which significantly improves performance in the area of responsibility.
  - (iii) The Professional Level 4 is expected to work under broad policy control and direction. Features of the work of the Professional Level 4 include comprehensive knowledge of policy, significant professional decisions and advice, the planning and control of significant human, financial and material resources and provision of strong professional motivation and direction.

(iv) Progression to the next level is by appointment to a vacancy

**(g) Professional Level 5**

(i) Entry to this level is by appointment to a vacancy.

(ii) The core skill requirements are high level initiative, creativity and innovation, expert management and leadership which significantly improves performance and makes critical contribution to achievement in the area of responsibility and possession of widespread reputation which reflects a significant contribution to the professional field.

(iii) The Professional Level 5 is expected to work under broad policy control and direction to formulate policy and provide very significant decisions and advice regarding the planning and control of major human, financial and material resources and provide strong professional motivation and direction.

**M.6 Casual employment**

**M.6.1** An employee employed as a casual in accordance with clause 6.5 ceases to be a casual employee after being continually employed from more than three weeks.

**M.6.2** A casual employee whose services are no longer required will be given at least one hour's notice of termination unless the time of ceasing employment is stipulated at the time of employment.

**M.7 Recognition of prior employment**

An employee governed by the conditions of Schedule M – Power and Water whose services are terminated on account of reduction of staff or insufficiency of work and who is subsequently re-employed by Power and Water within 12 months, shall have the immediate period of prior service recognised as continuous for the purposes of clause 20.5 (paid maternity leave). This clause shall not apply in the case of an employee whose period of previous service was less than 12 months.

**M.8 Work organisation**

For the purposes of determining the range of duties an employee is required to perform:

**M.8.1** the Chief Executive Officer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the appropriate classification structure of this award provided that such duties are not designed to promote deskilling;

**M.8.2** the Chief Executive Officer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment; and

**M.8.3** any direction issued by the Chief Executive Officer will be consistent with the employer's responsibility to provide a safe and healthy working environment.

## **M.9 Skills Extension and Training conditions**

**M.9.1** Skills and associated training are based on organisational need and will increase flexibility and productivity. Within these parameters, employees will have equitable access to training opportunities within their competency levels.

**M.9.2** Training will be provided both during and after normal working hours.

## **M.10 Tasks and competency**

**M.10.1** Subject to clause M.8—Work organisation, tasks which an employee may perform at the respective levels of the classification structure will be determined in line with the Competency Standards of the respective Australian Qualifications Framework (AQF) Competency level of the appropriate occupational grouping. Such tasks will be ones most suitable for employer's requirements.

**M.10.2** Indicative tasks which an employee at respective grades of his/her classification structure may perform will be complementary to the respective AQF Competency level of the appropriate occupational grouping.

**M.10.3** Identification of new competency levels in accordance with AQF standards will be determined in line with the relevant industry standards and in accordance with the consultation provisions contained in clause 25 – Consultation.

**M.10.4** The development of Work Level Standards for the Physical classification levels under this schedule, and as required pursuant to clause 7.1(e), will be aligned with the relevant Competency Standards of the respective Australian Qualifications Framework Competency level of the appropriate occupational/trade grouping.

## **M.11 Hours of Work**

**M.11.1** Refer also clause 8 – Ordinary hours of work and rostering.

### **M.11.2 Physical grade employees**

(a) Ordinary hours of work for Physical grade employees will not exceed 37.5 hours per week, to be worked 8 hours 20 minutes per day exclusive of meal breaks Monday to Friday between the hours of 7.00 a.m. and 5.30 p.m. Notwithstanding the provisions of this clause relating to the span of hours, starting and finishing times may be altered subject to agreement between the majority of employees in the work section concerned, who may involve an employee representative, and the employer, and shall be in writing.

(b) Notwithstanding these provisions, employees at Channel Island Power Station or Ron Goodin Power Station designated as a Power station supervisor or Power station operator may work up to 12 hours in any one shift.

### **M.11.3 Apprentices**

(a) Subject to any statute, award or regulation relating to apprentices' ordinary hours of work or disciplinary powers of apprenticeship authorities and subject

to clause M.11.3(b), the ordinary hours of work for apprentices shall not exceed those of tradespersons employed in the same area.

- (b) Ordinary hours of work for apprentices employed by the employer and required to attend technical school (or equivalent) on a full-time basis or to perform training as part of their apprenticeship with a placement employer, will not exceed the hours of full-time attendance required by the technical school or the ordinary work hours of tradespersons employed by the placement employer.

#### **M.11.4 Technical, Administrative or Professional employees**

- (a) In the case of Technical, Administrative or Professional employees, the ordinary hours of work shall not exceed 73.5 hours per fortnight exclusive of meal breaks Monday to Friday between the hours of 7.30 a.m. to 5.30 p.m.
- (b) Notwithstanding the provision of this clause relating to the span of hours, starting and finishing times may be altered subject to agreement between the majority of employees in the work section(s) concerned, who may involve an employee's representative, and the employer, and shall be in writing.
- (c) The ordinary hours of duty of employees who directly supervise employees whose ordinary hours of duty are 37.5 per week will be 37.5 per week.

#### **M.12 Flexitime**

Flexitime may be worked by employees by agreement between the Chief Executive Officer and the majority of employees, who may involve an employee representative, within the ordinary hours specified herein.

#### **M.13 Meal and Rest Breaks**

**M.13.1** Employees, other than shiftworkers, will not be required to work for more than five continuous hours without a meal break of not less than half or more than one hour. Work performed in excess of such period will be paid at overtime rates until a meal break is taken.

**M.13.2** Employees other than shiftworkers will be permitted two 15 minute paid breaks per day as a tea break. Such breaks will be taken at a time mutually agreed between the Chief Executive Officer and employees.

#### **M.14 Overtime**

##### **M.14.1 General**

- (a) Overtime to be reasonable. See clause 15.1 for applicable provisions.
- (b) Overtime to be worked by prior direction or, if circumstances do not permit prior direction, subsequently approved in writing.
- (c) Overtime rates are expressed as a percentage of the applicable ordinary hourly rate (e.g. 150%, 200%, 250% etc.).
- (d) In computing overtime, each day's work stands alone, provided that where overtime starts on one day and continues after midnight without interruption

(except meal breaks), the overtime will be paid as having been worked on a continuous shift.

- (e) Where an employee other than a shiftworker is brought in to work overtime on a Saturday, Sunday or public holiday, the minimum payment is four hours except where an employee is in receipt of availability allowance (clause M.28.2) where the minimum payment is three hours.
- (f) No apprentice will be required to work overtime or shiftwork at times which would prevent his or her attendance at Technical school.

#### **M.14.2 Annual overtime allowance**

Notwithstanding anything in this clause and subject to clause 5 – Facilitative provisions, the employer may grant an annual overtime allowance to Technical, Administrative or Professional employees of such amount as may be determined in lieu of payment of overtime. In an annual overtime allowance is granted, the provisions of clause M.14 – Overtime do not apply.

#### **M.14.3 Physical grade employees and apprentices**

Overtime will be paid for all time worked by Physical grade employees or apprentice other than a shiftworker in excess of ordinary hours as follows:

<b>For overtime worked on</b>	<b>Overtime rate</b>
Monday to Saturday – first 2 hours	150%
Monday to Saturday – after 2 hours	200%
Sunday – all day	200%
Public holiday– all day	250%

#### **M.14.4 Administrative and Professional officers**

Overtime will be paid for all time worked in excess of or outside recognised hours of duty by an Administrative Officer or Professional other than a shiftworker as follows:

- (a) an employee whose salary is not above the salary barrier or does not exceed the minimum adult annual pay rate for Professional 3 as follows:

<b>For overtime worked on</b>	<b>Overtime rate</b>
Monday to Saturday – first 2 hours	150%
Monday to Saturday – after 2 hours	200%
Sunday – all day	200%
Public holiday– all day	250%

- (b) an employee whose salary is above the salary barrier but does not exceed the Administrative Officer 8 at their ordinary rate of pay;
- (c) an employee whose salary is at Professional 4 at their ordinary rate of pay.

### **M.14.5 Technical employees**

Overtime shall be paid for all time worked in excess of ordinary hours or outside the award span by a Technical employee other than a shiftworkers whose salary as follows:

- (a) an employee whose salary does not exceed a Technical 5 as follows:

<b>For overtime worked on</b>	<b>Overtime rate</b>
Monday to Saturday – first 3 hours	150%
Monday to Saturday – after 3 hours	200%
Sunday – all day	200%
Public holiday– all day	250%

- (b) an employee whose salary is at Technical 6 or Manager Technical 1 at their ordinary rate of pay.

### **M.14.6 Overtime – shiftworkers**

- (a) A shiftworker who is required to work outside ordinary hours will be paid 200% for all time worked, except on a public holiday which shall be paid at 250%.
- (b) Clause M.14.6(a) does not apply, and no overtime is payable, where overtime is worked by a shiftworker as a result of an arrangement made between another employee or employees to work in substitution thereof.

### **M.14.7 Rest period**

- (a) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of his or her ordinary work on one day and commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to clause M.14.7(c), be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.
- (c) If on instructions of the Chief Executive Officer an employee resumes or continues work without having had 10 consecutive hours off duty the employee must be paid at 200% until he or she is released from duty for such period. The employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (d) The provisions of M.14.7(c) will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:
- (i) for the purpose of changing shift rosters; or

- (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
- (iii) where a shift is worked by arrangement between the employees themselves for their own personal benefit.

#### **M.14.8 Transport home**

Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with a conveyance to his or her home or pay their wage at ordinary time rates for the time reasonably occupied in reaching their home.

#### **M.14.9 Meal break**

- (a) Notwithstanding anything else in this clause, no meal break will be taken or meals supplied or payment in lieu unless the employee continues working after the time he or she becomes entitled to a meal break.
- (b) When a meal break is taken it will not be counted as time worked when calculating an entitlement to a second or subsequent meal break.
- (c) When one and a half hours overtime or more is worked immediately before the commencement of ordinary hours, the employee will be allowed a meal break of 20 minutes to be paid at ordinary rates and which meal break will be taken immediately before the commencement of ordinary time.
- (d) Where overtime is to be worked immediately after the completion of ordinary hours and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime, is entitled to a meal break of 20 minutes to be paid at ordinary rates.
- (e) The employer and an employee may agree to any variation of this clause to meet the circumstances of the work in hand, provided that the employer is not required to make any payment in excess of 20 minutes.
- (f) Subject to clause M.14.9(g), an employee working overtime must be allowed a meal break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break
- (g) An employee, other than a shiftworker, who is required to work overtime on a Saturday, the first prescribed meal break will, if occurring between 10.00 a.m. and 1.00 p.m., be paid at ordinary rate.

#### **M.14.10 Time off in lieu**

- (a) For those employees entitled to overtime, any overtime worked will be paid in accordance with this clause unless the employee requests in writing that time off in lieu be granted instead.
- (b) Such time off in lieu shall be duly recorded and taken:
  - (i) at ordinary time rate, that is one hour for each hour worked; and

- (ii) at a time or times agreed between the Chief Executive Officer and the employee.
- (c) Time off in lieu must be utilised within eight months from the original date of the entitlement. If it is not taken within this period the employee will receive payment of the overtime at the overtime rates.
- (d) The maximum amount of time off in lieu which can be accrued is 40 hours.
- (e) Delayed overtime payments as per clause M.14.10(c) will be calculated in accordance with the employee's salary as at the time of actual payment. Where an employee is promoted beyond the salary barrier or Professional level 3 for purposes of overtime entitlement, payment will be made at the salary rate of the employee immediately prior to their actual promotion.

#### **M.14.11 Call back**

- (a) Clause M.14.11 does not apply to casual employees.
- (b) An employee recalled to work overtime after leaving his or her place of work (whether notified before or after leaving the premises) is to be paid a minimum of:
  - (i) two hours at the appropriate rate of pay where an employee is camped or is in residence within a project area; or
  - (ii) three hours at the appropriate rate of pay where an employee has been paid availability allowance in accordance with clause M.28.2 of this award; or
  - (iii) four hours at the appropriate rate of pay.
- (c) This clause does not apply where it is customary for an employee to return to his or her place of work to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the commencement or completion of ordinary working hours.
- (d) Overtime worked in the circumstances specified in clause M.14.11 is not to be regarded as overtime for the purposes of clauses M.14.7(b) and M.14.7(c) when the actual time worked is less than three hours on the call back or on each call back.

### **M.15 Shiftwork**

#### **M.15.1 Definitions**

- (a) For the purposes of this award:
  - (i) **Day shift** means any shift starting at or after 6.00 a.m. and before 10.00 a.m.
  - (ii) **Afternoon shift** means any shift starting at or after 10.00 a.m. and before 8.00 p.m.

- (iii) **Night shift** means any shift starting at or after 8.00 p.m. and before 6.00 a.m.
- (b) The ordinary working hours of shiftwork shall not exceed an average of 37.5 per week spread over a period of three, four, five, six, seven or eight weeks to be worked in shifts of up to eight hours including such time as by mutual arrangement may be taken for meals.
- (c) There will be a roster of shifts which:
  - (i) will provide for rotation;
  - (ii) will provide for not more than eight shifts to be worked in any nine consecutive days; and
  - (iii) will not be changed without four weeks' prior notice.
- (d) An employee's shift will not be changed by the employer except by one week's notice or upon payment of a penalty. Such penalty shall be calculated at the rate of double time for all time worked for the period during which the notice of change is less than the required period of seven days.

#### **M.15.2 Afternoon and night shift penalties**

- (a) A shiftworker whilst on afternoon shift, shall be paid 18.75% more than his or her ordinary rate of pay.
- (b) A shiftworker whilst on night shift will be paid 22.5% more than his or her ordinary rate of pay.
- (c) An employee who:
  - (i) during a period of engagement on shiftwork, works night shift only; or
  - (ii) remains on night shift for a longer period than four consecutive weeks; or
  - (iii) works on night shift which does not rotate or alternate with another shift or day worker so as to give him or her at least 1/3rd of his or her working time off night shift in each shift cycle,

shall, during such engagement, period or cycle be paid 30% more than his or her ordinary rate of pay for all time worked during ordinary working hours on such night shifts.

#### **M.15.3 Penalty rate for working on Saturday, Sunday and public holiday shifts**

- (a) An employee working shifts:
  - (i) between midnight on Friday and midnight on Saturday will be paid at the minimum rate - 150%; or
  - (ii) between midnight on Saturday and midnight on Sunday will be paid at the minimum rate – 200%; or

- (iii) on a public holiday will be paid at the minimum rate - 250%.
- (b) Penalty rates in clauses M.15.2 and M.15.3 are not cumulative. Rates in clause M.15.3 are in substitution for clause M.15.2.
- (c) Where in a cycle of shifts on a regular roster, an employee is required to perform roster duty on each of the days of the week, that employee will, in respect of a substituted public holiday as provided in the public holidays clause 22—Public holidays, or a public holiday which occurs on a day on which he or she is rostered off duty, be granted a day's leave to be added to his or her annual leave or a day's pay in lieu if he or she so elects.
- (d) An employee rostered to work on a public holiday may receive in lieu of the public holiday penalty which would otherwise be payable thereon a penalty of time and a half of his or her ordinary rate of pay together with an additional day's leave added to his or her annual leave entitlement.
- (e) Where part of a shift falls on a Sunday or public holiday such shift shall be paid as a Sunday or public holiday shift if the majority of same is on any such day.
- (f) An employee other than a casual employee, not engaged on continuous work, who works on a Sunday or public holiday and (except for meal breaks) immediately thereafter continues that work shall, on being relieved from duty, be entitled to be absent until he/she has had 10 consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during that absence.

## **M.16 Higher duties allowance**

### **M.16.1 Physical grade employees**

- (a) A Physical employee who is required to perform on any one day two or more classes of work to which differential rates are applicable will be paid in respect of the whole time during which he or she works on that day at the higher rate fixed in respect of any such classes of work.
- (b) Subject to clause M.16.1(c), a higher rate of pay will be paid to those employees who utilise their skills at the corresponding higher level of duties as contained in the respective grades of the classification structure.
- (c) An employee directed by the Chief Executive Officer to carry out the duties of a position classified in a higher grade for a continuous period of not less than one working day or shift will be paid the salary rate for the higher grade or to the nearest (equivalent/higher) rate.
- (d) Employees will, from time to time, be required to perform work at or below their current grading for which they hold the requisite skills. A Physical employee who is temporarily employed on work for which a lower rate is applicable will not have his or her rate of pay reduced.

### **M.16.2 Technical, Administrative or Professional employees**

- (a) A Technical, Administrative or Professional employee:

- (i) may be called upon to perform temporarily the duties of an employee having a higher classification than his or her own;
  - (ii) who, subject to clause M.16.2(a), performs all the duties of a higher classification will be paid in respect of the performance of those duties an allowance equal to the amount of the difference between his or her own salary and the salary of the higher classification;
  - (iii) who, unless the Chief Executive Officer in special circumstances otherwise determines, performs the duties of a higher classification the maximum salary of which exceeds the salary barrier for a period of less than one continuous week will not be paid an allowance under this clause and that period will not be included in any period of service for the purpose of this clause;
  - (iv) who performs the duties of a higher classification for a period of less than one day will not be entitled to payment for that period under this clause and that period will not be counted as service in the higher designation for the purposes of this clause. Provided however, that where any continuous period in excess of one day includes a period of at least one half day, such latter period will be regarded as one full day for the purposes of this clause; and
  - (v) temporarily performing the duties of a higher classification does not perform all the duties of that classification, may be paid in respect of the performance of those duties an allowance of such amount, and subject to such conditions, as the employer determines.
- (b) An allowance granted under clause M.16.2(a) will be regarded as salary for the purposes of calculating travelling allowances and payment for extra duty service and excess travelling time under this schedule.

### **M.17 Rates not cumulative**

Extra rates in this award except rates prescribed in clause M.15 –Shiftwork, as to the work on public holidays, are not cumulative so as to exceed a maximum of double ordinary rate of pay.

### **M.18 Annual leave**

**M.18.1** For the purposes of clause 18.1 (Annual leave), annual leave will be as per NES. This clause sets out the equivalent number of hours as follows:

36.75 hrs pw (10 day fort)	37.5 hrs pw (10 day fort)	37.5 hrs pw (9 day fort)*	Shiftworkers
20 days of 7 hrs 21 mins	20 days of 7 hrs 30 mins	18 days of 8 hrs 20 mins	20 days of 8 hours

(20x7.35=147hrs)    (20x7.5=150 hrs)    (18x8.34=150 hrs)    (20x8=160 hrs)

\* together with  
nominated days off

except where an employee is working a nine day fortnight and they will be entitled to 18 days annual leave.

**M.18.2** In addition to the leave prescribed in clause 18.1, an employee who is employed in an isolated district, namely Alice Springs, Batchelor, Darwin, Jabiru, Katherine, Tennant Creek and Yulara, will be eligible for 10 days additional leave or the equivalent number of hours as follows:

36.75 hrs pw	37.5 hrs pw	37.5 hrs pw	Shiftworkers
(10 day fort)	(10 day fort)	(9 day fort)*	
10 days of	10 days of	9 days of	10 days of
7 hrs 21 mins	7 hrs 30 mins	8 hrs 20 mins	8 hrs
(10x7.35=73.5 hrs)	(10x7.5=75 hrs)	(9x8.34=75 hrs)	(10x8=80 hrs)

\* together with  
nominated days off

except where an employee is working a nine day fortnight and they are entitled to nine days additional leave.

**M.18.3 Additional leave for shiftworkers**

Refer clause 18.3 for applicable provisions.

**M.18.4 Payment for annual leave**

(a) For the purposes of clause 18.7, the following will apply to Power and Water employees:

- (i) Payment will be made in respect of the ordinary time an employee would have worked had he or she not been on leave during the relevant period.
- (ii) Salary will be calculated by including the following where applicable:
  - The wage rate prescribed for the occupation in which the employee was ordinarily employed immediately prior to commencement of his or her leave, or the termination of his or her employment, as the case may be, and in addition, Northern Territory allowance, leading hand allowance, linesman's allowance, industry allowance, power station allowance, distribution allowance and higher duties allowance that the employee maybe entitled to.
  - The rate prescribed for work in ordinary time according to the employee's roster or projected roster including Saturdays, Sundays and public holidays.
  - Subject to the approval of the employer, any other rate to which the employee is entitled for ordinary hours of work except for overtime,

availability allowance, special rates allowances, travelling time and travelling allowance.

**M.18.5 Annual leave loading**

Refer clause 18.10 – Annual leave loading for applicable provisions.

**M.18.6 Annual close down**

- (a) Where there is an annual closedown at an establishment an employee of that establishment shall be required to observe that close down and shall be entitled to annual leave entitlements accrued immediately before commencement of annual closedown.
- (b) All the time during which an employee is stood down without pay under this clause shall be deemed to be time of service in the next 12 months' qualifying period.

**M.19 Personal leave/carer's leave and compassionate leave**

**M.19.1** Refer clause 19—Personal/carer's leave and compassionate leave for applicable provisions.

**M.20 War service related illness**

Where satisfactory medical evidence is produced that absence from duty was on account of illness which originated from war service, the Commissioner may decide the conditions under which personal leave may be granted.

**M.21 Special leave – with pay**

**M.21.1** Special leave with pay up to a maximum of three days per annum may be granted by the Chief Executive Officer upon sufficient cause being shown and under circumstances not covered elsewhere in this award. Such circumstances may include:

- (a) removal of furniture and effects;
- (b) family illness of a serious nature;
- (c) any other circumstances considered by the Chief Executive Officer to warrant emergency leave, provided that the grant of leave for removal of furniture and effects will only be granted once in any 12 consecutive months and will not exceed more than two days.

**M.21.2** Special leave with pay will not incur deduction from accrued annual leave or personal leave entitlements.

**M.21.3** The special leave with pay entitlements of three days per annum are not accumulative. (Year is anniversary from commencement of employment).

**M.21.4** This leave counts as service for all purposes.

## **M.22 Employee called as a witness**

- M.22.1** An employee subpoenaed or called as a witness will promptly notify his or her supervisor.
- M.22.2** Other than where an employee is subpoenaed or called as a witness on behalf of the Commonwealth, a State or a Territory, the employee should be given to understand clearly that the leave is annual leave or leave without pay. Where, however, a charge is made by the Agency for an employee's attendance in such cases, he or she should be regarded as being on duty.
- M.22.3** Where an employee is required to attend as a witness on behalf of the Commonwealth, a State or a Territory the employee may elect to receive payment of witness fees or receive normal pay, but not both. If such attendance is in his or her own time, he or she may elect to be credited with time on duty for the period of attendance or accept payment of witness fees.
- M.22.4** Leave with pay shall count as service. Leave without pay shall not count as service

## **M.23 Community service leave**

- M.23.1** Community service leave is provided for in the NES. These provisions supplement the entitlements in the NES.
- M.23.2** An employee required to attend for jury service will promptly notify his or her supervisor.
- M.23.3** An employee required to attend for jury service during ordinary hours of duty will be granted leave of absence with full pay during that period.
- M.23.4** An employee who, attends for jury service during ordinary hours of duty will pay to the Territory so much of any amounts received as fees for his or her attendance as the employer thinks reasonable, having regard to the proportion that that period bears to the total period of his or her attendance as a juror and having regard to expenses incurred by the employee in respect of that attendance.
- M.23.5** Such leave will count as service.

## **M.24 Conveyance of Employee and dependents on employment**

- M.24.1** Where a person is employed and the place where he or she is required to work is not in the city or town in which he or she was residing at the time of his or her employment, the employee may be paid an allowance equivalent to the cost of conveyance of the employee, his or her spouse and dependent children, and of the removal costs of his or her furniture and personal effects (not exceeding that amount determined by the Commissioner).
- M.24.2** When travelling from the place of engagement to the place of his or her employment, an employee will be paid an allowance equivalent to salary at the rate prescribed by the award for his or her classification as from the time of commencing travel to undertake duty to the time of his or her arrival at the place of employment, provided that such calculation shall be based on a maximum of 16 hours at ordinary rate of pay where travel is undertaken by air. Provided further that if the employee travels

by any other mode of transport, he or she will be entitled to payment of an allowance equivalent to eight hours at ordinary rates of pay in respect of each day of travel up to a maximum of 16 hours.

- M.24.3** Should an employee elect to travel to the Northern Territory by means of his or her own vehicle, he or she will be paid an allowance equal to the cost of reimbursement of his or her travel calculated on the distance travelled by the most direct recognised route from the place of engagement up to a maximum of the cost of conveying the employee and his or her dependants by scheduled air service by the most direct route.

## **M.25 Transfer expenses**

- M.25.1** Where an employee is transferred:

- (a) in the interests of the employer;
- (b) in the ordinary course of promotion; or
- (c) on account of illness due to causes over which the employee has no control and subject to production of medical evidence to the satisfaction of the employer,

the actual cost of conveyance of the employee, together with his or her dependants and of removal of furniture and household effects will, subject to clauses M.25.3 and M.25.4, be paid by the employer.

- M.25.2** Where an employee is notified that his or her transfer from one classification to another classification of not less than equal pay will be for an indefinite period, the transfer, shall, for the purpose of determining the employee's rights with respect to travelling allowance and the cost of removing the employee's family and furniture be deemed to be an ongoing transfer.

- M.25.3** An employee who is transferred from one locality to another solely at his or her own request, shall bear the whole cost of his or her removal unless otherwise determined by the employer.

- M.25.4** If an employee is transferred from one locality to another on account of misconduct, the employee will pay the whole cost of transfer unless otherwise determined by the employer.

## **M.26 Travelling between jobs and official duty**

Notwithstanding anything contained elsewhere in Schedule M – Power and Water, an employee who is required to travel on duty between one job and another or on official duty on behalf of the employer shall be paid at his or her ordinary rate of pay for all time up to eight hours so expended provided that such time is outside the ordinary working hours spent in travelling on a week day. For all time in excess of eight hours spent in travelling on a Saturday, he or she shall be paid at the rate of time and a half and for all time spent in travelling on a Sunday or public holiday, he or she shall be paid at a rate of double time.

## **M.27 Power And Water—Allowances**

### **Physical**

The following allowances will apply to Physical employees:

#### **M.27.1 Tool allowance**

- (a) The employer will provide for the use of tradespersons all necessary power tools and specific purpose tools.
- (b) An employee shall give a receipt for any tools provided to him or her by the employer.
- (c) A tradesperson shall replace or pay for any tools supplied by the employer which are lost as a result of negligence on the part of the employee.
- (d) Where the employer requires a metal tradesperson to provide his or her own tools an allowance of **\$13.96** per week will be payable.

#### **M.27.2 Lines allowance**

- (a) Employees with the occupational description of Linesman, Linesman's assistant, Apprentice linesman, or Cable jointer will be paid an allowance per week equivalent to 5.5% of the base rate of pay specified for the designation of fitter and/or turner, in addition to their rate of pay. This allowance is payable in lieu of any other allowance contained in clause M.29—Special rates allowances, except, clause M.29.10 (toxic substance) and clause M.29.11 (asbestos).
- (b) Any other employee in the Physical grades group or an Apprentice or any designation that is approved by the employer who is permanently engaged on work as a linesman as:
  - (i) a member of a lines party or a cable jointing party;
  - (ii) a member of a sub-station construction or maintenance party (other than terminal and zone sub-stations); and
  - (iii) a member of a cable testing party;will be eligible to receive lines allowances under clause M.27.2(a).
- (c) A Physical grades employee or Apprentice not permanently attached to crews entitled to the allowance in clause M.27.2(a), will be entitled to a pro rata payment of one day's payment for each day or part-day based on a minimum of four hours' (cumulative) exposure to the conditions as referred to in this clause.
- (d) This allowance will continue during authorised paid absences on personal, annual, approved leave with pay or long service leave but shall not attach to any payments made in lieu of leave.
- (e) A Linesman 'A' grade and a Linesman 2 who has satisfactorily completed a course of training approved and arranged by the employer on the techniques of working aloft on live overhead lines carrying a voltage of 66kV or more and

who is required to perform such work either regularly or from time to time shall be paid an allowance of **\$20.39** per week.

- (f) A Linesman’s assistant who in the course of his or her duties is required to drive a truck up to 20 tonnes (g.v.m.) will be paid at the rate equivalent to 90% of the Linesman ‘A’ grade rate for each day that truck driving duties are required.

**M.27.3 Distribution allowance**

- (a) In addition to the rates prescribed in clause M.2.1(a), clause M.4(a) and clause M.3(a)(iii) employees who are employed other than in large power houses, will be paid the sum of **\$12.24** per week distribution allowance. This allowance is payable in lieu of any allowance payable pursuant to clause M.28.4 (industry allowance) and clause M.29.1 (dirty work). Provided however that if the rate which would be payable pursuant to clause M.28.4 and clause M.29.1 exceeds the amount payable to this clause the higher amount will be payable.

- (b) **Apprentices – distribution allowance**

- (i) Apprentices employed elsewhere other than large power houses will be paid the following percentage distribution allowance:

	%
1st year apprenticeship	40
2nd year apprenticeship	50
3rd year apprenticeship	70
4th year apprenticeship	85

- (ii) This allowance is payable in lieu of any allowance paid pursuant to clause M.28.4 and clause M.29.1. Provided however that if the rate which would be payable pursuant to clause M.28.4 (industry allowance) and clause M.29.1 (dirty work) exceeds the amount payable pursuant to this clause the higher amount will be payable.

**M.27.4 Fork-lift allowance**

Where two or more fork-lifts are engaged on any one lift, the drivers thereof will be paid an additional amount of **\$2.48** per day so occupied.

**M.27.5 Mechanical equipment operators allowance**

Where two or more cranes are engaged on any one lift, the drivers thereof will be paid an additional amount of **\$2.48** per day so occupied.

## **M.28 General Allowances**

### **M.28.1 Meal allowance**

- (a) An employee is entitled to be supplied a meal or paid a meal allowance of **\$17.74** on each occasion that the employee is entitled to a meal break in accordance with clause M.14.9 – Meal break, except in the following circumstances:
  - (i) if the employee lives in close proximity to his or her place of work and could reasonably return home for meals; or
  - (ii) if the employee was advised by the employer on the previous day earlier that they would be required to work such overtime.
- (b) If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, he or she will be paid **\$17.74** for the meal or meals which he or she has provided but which are surplus.
- (c) Notwithstanding anything within this clause, an employee is not entitled to receive a meal allowance for meal breaks after ordinary hours in respect of any day which the employee is in receipt of travelling allowance in accordance with clause M.28.10(e).

### **M.28.2 Availability allowance**

An employee who is instructed to be available for recall to work outside his or her normal working hours, will be paid ‘availability allowance’ equivalent to 25.5% of the base rate of pay of a Technical level 3 for each week of duty, in addition to the salary/wage otherwise payable.

### **M.28.3 Stand-by allowance**

An employee who is instructed by the employer, prior to ceasing duty on any day that he or she is or may be required to attend for extra duty at some time before his or her next normal time of commencing duty and that he or she is to remain at his or her home and be available for immediate recall for duty, will be paid an allowance equivalent to his or her ordinary time rates from the time which he or she is so told to hold himself or herself in readiness and until such time as released from stand-by.

### **M.28.4 Industry allowance**

- (a) In addition to the salary rates specified in this award, an all purpose allowance at the rate of **\$29.11** per week will be paid to an employee engaged on new construction work on a project site away from the employee’s normal place of work.
- (b) An employee who is usually employed on other than construction work and who is required to perform construction work, will be paid an industry allowance at the rate of **\$29.11** per week in accordance with the basis set out in clause M.16.1.

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- (c) The industry allowance where payable shall cover the following disabilities where they exist, namely:
  - (i) climatic conditions when working in the open on all types of work or on multi-storey construction prior to it being enclosed;
  - (ii) the physical disadvantages of having to climb stair or ladders, particularly on multi-storey construction prior to an elevator being available;
  - (iii) dust blowing in the wind on construction site;
  - (iv) dirty conditions caused by use of form oil or green timber;
  - (v) drippings from new poured concrete;
  - (vi) the disability of working on all types of scaffold other than a single plank or bosun's chair; and
  - (vii) the lack of usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers, etc.).

### M.28.5 Northern Territory allowance

- (a) An allowance will be paid to employees at the rate which equals the daily equivalent, calculated to the nearest 10 cents, of the allowance which would be payable pursuant to the provisions contained hereunder in relation to the locality in which they are employed, regardless of whether or not they maintain dependents. This allowance is to stand alone and is not to be counted otherwise as wages for any other purpose of this award.
- (b) An employee who was employed on or after 1 August 1987 will be paid a Northern Territory allowance at the rate of **\$960** per annum if the employee maintains dependants.
- (c) An employee who was employed on or before 31 July 1987 will be paid a Northern Territory allowance at the rate prescribed by subclause 7(a) of the section 28 Agreement C No 7255 of 1987, as updated from time to time are incorporated and form part of the Award.
- (d) If an employee with dependents maintains those dependents the employee will be granted the Northern Territory allowance prescribed regardless of whether or not the dependents reside with him or her.
- (e) An employee who is under the age of 18 years will be paid Northern Territory allowance as provided in this clause of 1/2 the rate applicable as set out above.
- (f) In this clause **dependents** means an employee's spouse and children who are mainly or totally dependent for support on the employee and who are not in receipt of income the weekly average of which exceeds the weekly minimum adult wage.

- (g) The Northern Territory allowance is deductible for each day of unapproved absence where this absence occurs on a Friday and consecutive Mondays, the absence shall be four days.
- (h) A casual Physical grade employee will be paid Northern Territory allowance at the rate of 1/37.5 of the weekly rate for the class of work performed.
- (i) A casual Technical, Administrative or Professional employee will be paid Northern Territory allowance at the rate of 1/73.5 of the fortnightly rate for the class of work performed.

#### **M.28.6 Power station allowance**

- (a) Pursuant to this clause, a power station allowance of **\$57.06** per week will be paid to an employee who is employed on a regular basis in large power stations and is normally required to work after one week or more in the confines of a large power station (i.e. developing more than 8000 kilowatts).
- (b) The allowance in clause M.28.6(a) is payable in lieu of allowances prescribed in M.28.4—Industry allowance, and clause M.29 —Special rates allowances, except for allowances prescribed in clause M.28.6(c). Provided however, that if the rate which would be payable pursuant to M.28.4—Industry allowance or clause M.29—Special rates allowances, exceeds the amount payable pursuant to this clause the higher amount shall be payable.
- (c) In addition to the allowance prescribed in clause M.28.6(a) an employee engaged in such circumstances as prescribed in clauses M.29.3—Work inside oil tanks, M.29.8—Boiler cleaning, M.29.9—Refractory bricklayer allowance, M.29.10—Toxic substances and M.29.11—Asbestos, will be eligible for payment of the amounts prescribed therein.
- (d) For each hour or part thereof worked in excess of the ordinary hours of work employees will be paid at the rate of 1/37.5 of the power station allowance rate calculated to the nearest cent.

#### **M.28.7 Motor vehicle allowance**

An employee who by agreement with the employer uses his or her own vehicle on the employer's business will be paid an allowance of **\$0.61** per kilometre. This allowance will include compensation for comprehensive, third party and public liability insurance, and the employee will indemnify the employer against any liability with respect to any claim brought against it for which the employee is indemnified under any such insurance.

#### **M.28.8 Disturbance allowance**

- (a) In the case of removal to take up duty with the employer, or on transfer, an allowance for disturbance will be paid as per clauses M.28.8(c)—M.28.8(e).
- (b) The allowance is paid as compensation for accelerated wear and tear on the employees furniture and effects, alteration and replacement of such items as carpet, linoleum etc., resulting from removal to other quarters, telephone reconnection, loss on re-registration of motor vehicle etc.

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- (c) The allowance payable in respect of an employee with dependents is:
  - (i) on taking up residence in furnished premises - **\$363.95**;
  - (ii) on taking up residence in unfurnished premises - **\$732.75**;  
(except where a payment under clause M.28.8(c)(i) has been paid in which case a further **\$368.80** may be paid).
- (d) The allowance payable in respect of an employee without dependants is:
  - (i) on taking up residence in furnished premises - **\$216.11**;
  - (ii) on taking up residence in unfurnished premises - **\$321.82**;  
(except where a payment under clause M.28.8(d)(i) has been paid in which case a further **\$105.70** may be paid).
- (e) The allowance payable in respect of each dependent child who is a full-time student and who is under the age of 21 years is **\$94.92**.
- (f) The allowance will only be paid by the employer:
  - (i) provided the Chief Executive Officer is satisfied that the employee has removed/transferred a substantial portion of his or her household furniture and effects;
  - (ii) only once for each removal/transfer, and in the case where a spouse or partner are both employees of the employer, the allowance will be paid only once to the family as a unit.

### M.28.9 Travelling allowance

- (a) Subject to the provisions of this clause, a travelling allowance will be paid to an employee when he or she is travelling on duty and is required to be absent overnight from his or her usual residence. The travelling allowance payable will be at the rate determined by the Commissioner or the minimum rates in clause M.28.10(c).
- (b) Where an allowance under this clause is payable for less than a day, the allowance will be at the hourly rate of 1/24th part of the daily rate.
- (c) Upon proof being shown to the satisfaction of the Chief Executive Officer that the travelling allowance payable to an employee under this clause is insufficient to cover expenses which have been, or may be reasonably incurred, the Chief Executive Officer may direct the payment in lieu of that travelling allowance, of such travelling allowance as is necessary to meet those expenses.

### M.28.10 Review of travelling allowance

- (a) Where an employee has resided in the one locality for a period exceeding 21 days, the allowance payable as per clause M.28.10(c) will be subject to review by the Chief Executive Officer and if upon review the Chief Executive Officer

considers that amount excessive, it may be discontinued or reduced to such an amount that Chief Executive Officer thinks fit.

- (b) An employee who:
  - (i) travels by air and the fare paid for the journey or any portion of the journey, includes meals and accommodation during an overnight stop; or
  - (ii) is provided with subsistence and lodging; or
  - (iii) is provided with subsistence without lodging or lodging without subsistence;

will be paid an allowance to cover expenditure reasonably incurred, either as to accommodation, subsistence, or approved incidental expenses as the case may be, in lieu of the allowance payable under clause M.28.9(a).

- (c) The following minimum rates may be used in determining the appropriate allowance that is payable:

<b>Commercial travelling allowance</b>	<b>\$</b>
Accommodation	78.11
Breakfast	14.80
Lunch	24.45
Dinner	34.16
Incidentals	12.29

- (d) Clause M.28.10 will not apply where an employee is required to change his or her place of residence to a place in the vicinity of a project upon which he or she is to be engaged for a period of not less than 12 weeks and at which place suitable sleeping and messing accommodation with cooked food is provided by the employer. In these circumstances such an employee shall be given at least seven days' notice of the proposed change and will be allowed reasonable time in which to pack and unpack his or her personal effects.
- (e) Where an employee is absent from his or her place of work and such absence does not extend overnight, he or she may claim payment for any second and subsequent meal normally partaken during the day in accordance with the scale of rates in clause M.28.10(c).
  - (i) For the purposes of this clause, an employee will be entitled to payment for the second meal if the absence includes the period of the standard lunch break and payment for a subsequent meal if the absence extends to 7.00 p.m..
- (f) Where an employee is required to stay away from his or her place of residence overnight and stays at a "flying camp" station, aboriginal community, mining camp or other similar accommodation which is not a motel or hotel, a travelling allowance of **\$89.27** per day shall be payable and in addition, the costs of such accommodation shall be paid by the employer to the value of receipts produced.

**M.28.11 Travelling time to job site**

- (a) Except in the case of employees who have a fixed place of work or who operate from a fixed place of work, an employee who is required to commence work daily on a job site and who is not accommodated or camped at or adjacent to the job site, shall be paid the following travelling time:
  - (i) where the job site is situated within a 32km radius of the Post Office of Darwin, Katherine, Tennant Creek or Alice Springs - **\$7.58** per day;
  - (ii) where an employee travels daily to a job site located outside the 32km radius mentioned in clause M.28.11(a)(i), he or she will be paid **\$7.58** per day and in addition he or she will also be paid at ordinary rates calculated to the nearest quarter of an hour, with a minimum payment as for one-quarter hour for each journey, for any time outside ordinary work hours reasonably spent in travelling daily from the 32km radius to the job site and returning to that radius;
  - (iii) this allowance will not be payable if the employer provides or offers to provide free transport to the job site and return in which case an allowance of **\$3.37** per day only will be paid.
- (b) Where the employer provides transport in accordance with M.28.11(a)(iii), the transport will be provided from control location or locations fixed by the employer by agreement with the employees. This transport will have suitable seating accommodation and protection from the weather.
- (c) Each employee will present himself or herself at the appointed place of joining the transport in sufficient time to permit the transport reaching the work place in time for the commencement of work at the usual starting time, but no time will be lost by any employee if the vehicle is delayed because of mechanical or other breakdowns.
- (d) The employer will make arrangements for transport to leave the work place not later than five minutes after the normal ceasing time. Any delays caused by the employer after this time entitles an employee to additional payment at overtime rates.
- (e) Where an employee travels to and from work in the employer's time, no payment will be made for travelling time.
- (f) The allowance prescribed in clause M.28.11(a)(i) shall not apply to employees who have a fixed place of work or operate from a fixed headquarters. But where such an employee is directed on any day to report to a job site away from his or her fixed place of work or headquarters, that employee will be entitled to payment in accordance with clause M.28.11(a)(i).

**M.28.12 Fares and travel on annual leave, etc.**

- (a) **Definitions**
  - (i) For the purposes of this clause:

- **Leave of absence** means leave on annual, long service or on account of illness or emergency.
- **Eligible employee** is a person who was employed on or before 25 October 1988.

(ii) **Dependent** in relation to an employee means:

- An employee's spouse, including de facto partner and children over the age of three years, who:
  - (A) are mainly or totally dependent for support on the employee, and
  - (B) reside permanently with the employee; and
  - (C) are not in receipt of income, the weekly average over the six months immediately preceding the date of proceeding on leave of absence exceeds the weekly minimum adult wage; and
  - (D) are not eligible for fares assistance as a term or condition of service from any other source; and
- any other person approved by the employer for that purpose.

(b) **Entitlement**

- (i) An employee who commenced employment with Power and Water, or former Agency, on or before 31 July 1987, will be granted an economy class return airfare on appointment for himself or herself and his or her dependents. This airfare may not be utilised until the employee has completed 12 months continuous service, or a lesser period in accordance with M.28.12(b)(iii).
- (ii) An eligible employee who is permanently stationed in the Northern Territory will be granted an economy class return airfare for himself or herself and his or her dependents on completion of each two year period of service.
- (iii) Such airfares may be advanced at the discretion of the employer for compassionate circumstances.

(c) **Conditions of entitlement**

- (i) A return economy class airfare will be granted for travel by the most direct route between his or her station and a capital city, including Canberra, or destination of lesser distance.
- (ii) Where an eligible employee or his or her dependents elect to travel:
  - a greater distance between his or her station and a capital city, other than Darwin, a return economy class airfare will be granted in accordance with clause M.28.12(c)(i);
  - to any place other than a capital city, and travels through a capital city other than Darwin, a return economy airfare will be granted in

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accordance with clause M.28.12(c)(i) as though the journey was terminated in that city.

- to some place other than a capital city and the eligible employee or his or her dependents do not travel through a capital city other than Darwin, the cost of such travel will be:

1. the actual cost of travel to the destination; or
  2. on the recognised cost of economy air travel to Adelaide;
- whichever is the lesser.

**(d)** Where travel other than by air is chosen:

- (i)** payment of the cost of such travel will be based on the actual cost to the destination involved; or
  - (ii)** on the recognised cost of economy air travel to Adelaide;
- whichever is the lesser.

**(e)** An eligible employee who is granted:

- (i)** an air fare to proceed an annual leave and travels by surface transport to or from the district or place of his or her station, then subject to any other conditions that may be approved by the employer, will be entitled to the maximum amount of travel time allowable as follows:

<b>Travel time for surface travel</b>	
<b>Town</b>	<b>Number of day</b>
Alice Springs, Yulara	1
Darwin, Batchelor, Jabiru	4
Katherine	3
Tennant Creek	2

- (ii)** permission by the employer to travel by his or her own private vehicle may be granted a motor vehicle allowance in accordance with clause M.28.7. The amount paid will not exceed the payment in accordance with clause M.28.12(d).

**(f) Automatic cash payment of airfare**

- (i)** An airfare which accrues on or after 2 December 1995 will, on any payday following the date of accrual, be paid as a taxable lump sum payment calculated in accordance with the following formula:

$$A = \frac{B}{(1-C)}$$

Where:

A = lump sum payment;

B = the value of the relevant return economy air fare on the date of accrual;

C = the employee's marginal tax rate determined by adding the lump sum payment to the eligible employee's gross annual income.

- (ii) In clause M.28.12(f)(i):
- the relevant return economy air fare means the value of the return economy air fare from the eligible employee's head station to Melbourne; and
  - the employee's marginal tax rate means the rate of tax which the eligible employee must pay (including the relevant percentage of Medicare levy) in respect of each dollar earned in excess of a specific amount in each financial year.
- (iii) Where an airfare is paid in cash the tax to be withheld will be calculated by multiplying A x C.

**(g) Exemption to automatic cash payment**

- (i) An eligible employee in receipt of the Additional Family Payment or the Basic Family Payment from the Department of Social Security, or similar payment made in their stead, who can satisfy the employer at least two months prior to the date of accrual of an air fare that he or she would suffer financial loss by having the air fare paid in cash, may elect not to have the air fare paid in cash.
- (ii) Where the employer is satisfied that the eligible employee would suffer financial loss, use of the air fare will be in accordance with the provisions applying to an air fare which accrued on or before 1 December 1995.
- (iii) An eligible employee may elect, not later than two months prior to the date of accrual of an air fare which accrues on or after 2 December 1995, to use the provisions of clause M.28.12(d) and clause M.28.12(e) in which case the air fare will not be paid in cash.
- (iv) An eligible employee who makes an election under clause M.28.12(g)(iii) may, at any time after the election, revoke the election and request payment of the air fare in cash.
- (v) An eligible employee who elects not to be paid in cash and who does not use the air fare prior to the next air fare accruing will receive a cash payment for the fare, in accordance with clause M.28.12(f), on the payday prior to the next air fare accruing.

### **M.28.13 First aid allowance**

A qualified first aid person will be paid a flat rate of **\$3.33** per working day in addition to their ordinary salary. This payment will be regarded as salary for all purposes of this award but the first aid person will not be entitled to any payment or time allowance for aid rendered outside of ordinary working hours unless they are actually on duty at the time or have been granted permission to accompany a patient to receive treatment.

## **M.29 Special Rates Allowances**

### **M.29.1 Dirty work**

An employee not in receipt of the industry allowance prescribed in clause M.28.4, and who is employed on work which the employer agrees is of an unusually dirty or offensive nature, shall be paid **\$0.59** per hour extra.

### **M.29.2 Wet work**

An employee who is required to work in circumstances as would render him or her liable to become wet and is required by the employer to provide his or her own gum boots or oilskin or other suitable coat or both to protect him or her against getting wet will be paid an allowance of **\$0.59** extra per hour for each hour that the employee must provide the clothing. Provided that a minimum payment of four hours will apply.

### **M.29.3 Work inside oil tanks**

- (a) An employee cleaning, scraping or chipping the inside surfaces of oil tanks in which there is oil or who is employed inside oil tanks in removing residuum of oil or sludge therefrom will, whilst so engaged, be paid **\$1.18** per hour extra.
- (b) In addition to the extra rate prescribed in clause M.29.3(a), an employee cleaning the inside of oil tanks in which there is oil and/or scraping or chipping inside of enclosed oil tanks and iron work and the painters or tarrers painting or tarring inside of enclosed oil tanks, will be allowed rest periods in the open air as is necessary, but not less than 20 minutes after each hour where the inside temperature is 46 degrees Celsius or more and not less than 20 minutes after each 40 minutes work where the inside temperature is 54 degrees Celsius or more.
- (c) The employer will allow reasonable rest periods to employees working inside any oil tank after and during the period that the covering is being placed thereon. Where the temperature is 46 degrees Celsius or more, rest periods as set out in clause M.29.3(b) shall be granted.
- (d) The rest periods specified in clauses M.29.3(b) and M.29.3(c), will include the time allowed for tea breaks prescribed in clause M.13.2.

#### **M.29.4 Work on outside of oil tanks**

Where reasonable shelter is not provided by the employer, an employee engaged on the construction and/or repair of oil tanks will be paid the sum of **\$1.18** per hour in addition to any other sum payable under this award.

#### **M.29.5 Height money**

- (a) Employees (other than those to whom the industry allowance prescribed in clause M.28.4 is payable) working at a height of nine metres above the nearest horizontal plane shall be paid **\$0.33** per hour extra and for each additional nine metres or part thereof an additional **\$0.41** per hour extra.
- (b) Employees working on a swinging scaffold, a single plank or a bosun's chair, shall be paid a further **\$0.41** per hour in addition to the rates prescribed in clause M.29.5(a).

#### **M.29.6 Insulation work**

An employee handling loose slagwool, loose insulwool or other loose material of a like manner used for providing insulation against heat, cold or noise or working in a dust-laden atmosphere caused by the use of such materials or when working on insulation work in an average temperature of 7 degrees Celsius or under, will, when so employed on the construction or demolition of furnaces, walls, floors and/or ceilings, be paid **\$0.83** per hour extra.

#### **M.29.7 Confined spaces**

An employee working in a confined space the dimensions of which necessitate working in a stooped or otherwise cramped position will, whilst so employed, be paid **\$0.83** per hour extra.

#### **M.29.8 Boiler cleaning**

An employee working inside the gas or water space of any boiler, flue or economiser in cleaning or scraping shall, whilst so employed, will be paid **\$2.02** extra per hour, provided that such an employee shall not be paid the confined space allowance prescribed in clause M.29.7.

#### **M.29.9 Refractory bricklayer allowance**

In addition to the wage rate specified in clause M.2.1(a) bricklayers and apprentices shall receive a refractory brickwork allowance of **\$2.32** per hour when engaged on the construction, alteration and repair to boilers, flues, furnaces, retorts and kilns and will be applied for all purposes.

#### **M.29.10 Toxic substances**

- (a) Employees using toxic substances or materials of a like nature will be paid **\$0.89** per hour extra
- (b) For the purposes of clause M.29.10, toxic substances will include epoxy-based materials and all materials which include or require the addition of a catalyst

hardener. Re-active additives or two-pack catalyst systems will be deemed to be materials of a like nature.

**M.29.11 Asbestos**

Employees required to use materials containing asbestos or working in close proximity to employees using such materials will be provided with and will use all necessary safeguards as required by any appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment including combination overalls and breathing equipment or similar apparatus, such employees will be paid **\$0.84** per hour extra whilst so engaged.

**M.30 Allowance For Damaged Clothes And Tools**

**M.30.1** Where an employee's clothes, spectacles, hearing aid or tools have been damaged or destroyed by fire or spoiled by acid, sulphur or other deleterious substances due to the circumstances of his or her employment, the employer will reimburse the employee for purchasing replacement items having regard to the cost of the article and its expected period of serviceability. The provisions of this clause do not apply where the item is paid for by the employer.

**M.30.2** The employer will provide a suitable and secure weatherproof lockup for the purpose of storing an employee's tools and shall compensate an employee upon production of receipts, for the loss or damage by fire or theft on the employer's premises of tools used by the employee in the course of his or her employment. Such compensation shall not exceed **\$490.00**. The amount provided under this clause is not subject to adjustment as per E.4 – Adjustment of expense related allowances.

**M.30.3** Any employee shall, if requested to do so, furnish the employer with a list of his or her tools used or stored on the employer's premises.

**M.30.4** The rates of pay for Physical grade employees prescribed herein include all claims for special rates for engaging on repairs when travelling, rigging tackle for all erections and repair of electrical machines or apparatus, maintenance of storage batteries, and allowances for grinding tools. Where the services of a tradesperson are terminated by the employer he or she will be allowed one and one half hours at his or her ordinary rate of pay for gathering and grinding his or her tools.