

**Northern Territory Public Sector
Fire and Rescue Service
2017 - 2021 Enterprise Agreement**

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PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 Title

This Agreement will be known as the Northern Territory Public Sector Fire and Rescue Service 2017 - 2021 Enterprise Agreement.

2 National Employment Standards

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

3 Parties covered by this Agreement

This Agreement applies to and covers:

- (a) the Northern Territory Commissioner for Public Employment;
- (b) the Northern Territory Fire and Rescue Service;
- (c) United Voice; and
- (d) all employees employed in the Northern Territory Fire and Rescue Service who are members, or are eligible to become members, of United Voice and who are covered by the classifications set out in clause 12.3 of the Agreement.

4 Definitions

For the purpose of this Agreement:

- (a) **By-law** means a By-law made under the Northern Territory *Public Sector Employment and Management Act*.
- (b) **CEO** means the Chief Executive Officer of the NTPFES.
- (c) **Commissioner** means the Commissioner for Public Employment in the Northern Territory.
- (d) **cycle of shifts** means in the 10/14 roster a sequence of shifts containing two day and two night shifts.
- (e) **Day Command day shift** means an 8.4 hour working day excluding a lunch break.
- (f) **Track Station day shift** means an 8.4 hour working day inclusive of a lunch break
- (g) **day shift** means 10 hours of duty from 0800 to 1800 as it applies to the 10/14 roster.
- (h) **Director** means the Director of the Northern Territory Fire and Rescue Service.
- (i) **employee** means a career firefighter employed in the Northern Territory Fire and Rescue Service and excludes Fire Auxiliaries and Volunteers.

- (j) **employee representative** means a representative chosen by employees, who may be a union representative.
- (k) **employer** means the Commissioner for Public Employment in the Northern Territory.
- (l) **FW Act** means the *Fair Work Act 2009* (Cth).
- (m) **FWC** means the Fair Work Commission.
- (n) **JCC** means the Joint Consultative Committee.
- (o) **night shift** means 14 hours of duty from 1800 to 0800 as it applies to the 10/14 roster.
- (p) **NTFRS** means the Northern Territory Fire and Rescue Service.
- (q) **NTPFES** means the Northern Territory Police, Fire and Emergency Services.
- (r) **NTPS** means the Northern Territory Public Sector.
- (s) **parties** means the parties covered by this Agreement as per clause 3.
- (t) **PSCC** means the Public Sector Consultative Council.
- (u) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act* and includes the Regulations, By-laws, Employment Instructions and Determinations made under that Act.
- (v) **PSTP** means the Public Safety Training Package.
- (w) **salary** means, unless prescribed elsewhere in this Agreement, annual remuneration (excluding allowances) as provided for in Schedule 3.
- (x) **shift duty** means duty in accordance with the 10/14 roster.
- (y) **union** means United Voice.
- (z) **week** means 38 working hours, subject to clause 30, upon which entitlements are based.

5 Period of Operation

- 5.1 This Agreement will come into effect seven days after approval from FWC and will remain in force until 7 November 2021.

6 Variation of the Public Sector Employment and Management Act

- 6.1 The parties acknowledge the long established and continuing role of PSEM Act, as an instrument regulating NTPS conditions of employment.
- 6.2 This Agreement will be read in conjunction with the PSEM Act, as amended from time to time, and will prevail over the PSEM Act, to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.

- 6.3 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws or relevant Determinations will not be unilaterally varied without consultation with the affected parties prior to the formalisation of an amendment.
- 6.4 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

7 Variation

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

8 No Extra Claims

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

9 Agreement Aims And Objectives

- 9.1 The parties agree that continuous improvement strategies will contribute to the efficiency and productivity of the NTFRS. It's the intention of the parties to build upon and enhance the human resource reforms contained in this Agreement through:
- (a) improved human resources and employee relations practices;
 - (b) staff development;
 - (c) career path planning;
 - (d) management and professional development programs; and
 - (e) other programs of continuous improvement.
- 9.2 The parties acknowledge that this Agreement maintains harmonious industrial relations in NTFRS by recognising that a cooperative approach is necessary to effectively implement this Agreement.
- 9.3 To continue the operation of the Joint Consultative Committee (JCC) as a body that is committed to effective consultation and communication throughout the NTFRS and to address and resolve industrial relations, operational and workplace health and safety matters at the lowest possible level.
- 9.4 That the membership of the JCC is to consist of the Executive Director NTFRS or their delegate, Chief Fire Officer or their delegate, Director HRM or their delegate, and Union representative and Union delegates.

10 Appropriate Workplace Behaviour

10.1 All parties to this Agreement are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour, bullying and discrimination and will take all reasonably practical steps to:

- (a) foster a culture of respect in the workplace;
- (b) ensure employees are treated appropriately and not subject to bullying, harassment or discrimination; and
- (c) foster a culture that supports diversity and inclusion where all employees feel respected, valued, inspired engaged and have a sense of belonging.

10.2 An employee who is aggrieved by their treatment in employment may seek a review under section 59 of the PSEM Act.

11 Dispute Settling Procedures

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

11.2 This clause sets out the procedures to be followed for avoiding and resolving disputes about:

- (a) matters arising under this Agreement; or
- (b) the National Employment Standards.

11.3 However, this clause does not apply in relation to disputes about:

- (a) refusals for requests for flexible work arrangements on reasonable business grounds under clauses 61.8 and 45.19(e) of this Agreement and section 65(5) of the FW Act; or
- (b) refusals for requests for extended parental leave on reasonable business grounds under clause 45.20 of this Agreement and section 76(4) of the FW Act.

11.4 General

In the event of a dispute arising in relation to a matter covered by this Agreement or the National Employment Standards, the following procedure will apply:

- (a) subject to the requirements of the FW Act, a party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute; and
- (b) the parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must co-operate to ensure that these processes are carried out expeditiously; and
- (c) while a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice. Provided that, this does not apply to an employee who has reasonable concerns about imminent risk to their health and safety, has advised the Director or their delegate of this concern and has not unreasonably failed to comply with a direction by the Director or their

delegate to perform other available work that is safe and appropriate for the employee to perform; and

- (d) subject to any agreement between the parties in relation to a particular dispute, it's agreed that the provisions of the FW Act will be applied by FWC with respect to the exercising of its functions and powers under this clause; and
- (e) any decision or direction that FWC makes in relation to the dispute will be in writing; and
- (f) subject to the right of appeal under clause 11.7(d), any direction or decision of FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties.

11.5 Internal Resolution

In the event of a dispute, the parties will, in the first instance, endeavour to resolve the matter internally as follows:

Stage 1: The employee will refer the matter to their immediate supervisor for resolution, who may request that the employee provide written details of the matter; provided that, where the dispute concerns alleged actions of the immediate supervisor, the employee may bypass this step.

Stage 2: If the matter cannot be resolved under stage 1, it will be referred in writing to the relevant manager for resolution.

Stage 3: If the matter cannot be resolved under stage 2, it will be referred in writing to the Director or their delegate for resolution.

Stage 4: If the matter cannot be resolved under stage 3, it will be referred in writing to the CEO for resolution.

Stage 5: If the matter cannot be resolved under stage 4, it will be referred in writing to the Commissioner for resolution.

Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in this clause will begin within 48 hours of and be completed within five working days of the referral relating to that particular stage.

11.6 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 11.4 of this clause, any party may refer the dispute to FWC under the FW Act, for resolution by conciliation.
- (b) Provided the requirements of clauses 11.4 and 11.5 of this clause have been met by the parties to the dispute, it's agreed that jurisdiction will not be raised by any party at conciliation.
- (c) Conciliation before FWC will be regarded as completed when:
 - (i) the parties have reached agreement on the settlement of the dispute; or
 - (ii) the member of FWC conducting the conciliation has either of their own motion or after application by any party, satisfied themselves that there is no

likelihood that further conciliation will result in a settlement within a reasonable period.

11.7 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to FWC for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.
- (c) Subject to clause 11.7(d) of this clause, the determination of FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.

PART 2 SALARIES, ALLOWANCES, AND RANK STRUCTURES

12 Salary

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

- (a) 2.5% effective from the first full pay period following 7 November 2017.
- (b) 2.5% effective from the first full pay period following 7 November 2018.
- (c) 2.5% effective from the first full pay period following 7 November 2019.
- (d) 2.5% effective from the first full pay period following 7 November 2020.
- (e) 0.5% effective from the first full pay period following 7 November 2020.

12.2 The additional 0.5% is in recognition of efficiencies within the Agreement.

12.3 Classifications and Relativities

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

- 12.4 The rate for a Qualified Firefighter (Firefighter Class A) is the 100% level on which the remainder of the percentages apply.
- 12.5 Payment of salary will be averaged so that payments made in each pay period are equal.

13 Higher Duties Allowance (HDA)

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

14 Meal Allowances

- 14.1 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 38.10, they will be paid one only meal allowance at the rate prescribed in Schedule 3.
- 14.2 When an employee is called back with one hour's notice or less to work shift or part of a shift for which they had not been rostered and that duty covers a normal meal period, they will be paid a meal allowance at the rate prescribed in Schedule 3.
- 14.3 When an employee returns from a call-out after the commencement of a recognised meal period, the employee will be entitled to take their hour's meal break.

14.4 Recognised meal periods are:

Breakfast:	0630 to 0730
Lunch:	1200 to 1300
Dinner:	2000 to 2100

15 Refreshments for Continuous Fire Duty

15.1 Where the NTFRS requires an employee to perform fire duty for a continuous period of two hours or more, the NTFRS 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 NTFRS.

15.2 Refreshments will be provided by and at the expense of the NTFRS to ensure the good health and well-being of employees performing fire duty for a continuous period of two hours or more.

16 Outstation Relief Allowance

16.1 An employee rostered for 'outstation relief' is required to be in a state of readiness to report to any of Darwin, Palmerston, Humpty Doo, Berrimah and Marrara Stations at the commencement of their relevant shift.

16.2 To compensate for the inconvenience associated with the possibility of being required to report to any Station, other than their rostered Station, and for the requirement to transport their personal equipment in their own private vehicle, employees will be paid an allowance contained in Schedule 3 for each day shift or night shift so rostered. The allowance will be adjusted in accordance with NTFRS wage increases.

16.3 The allowance is not payable if an employee is not available to commence duty at the commencement of the relevant shift.

16.4 In addition to the allowance prescribed by this clause, employees required to report to a Station other than their rostered Station who use their own private vehicle are entitled to receive a vehicle allowance in accordance with By-law 32 for travel between their rostered Station and the new Station and return, as set out below:

Station	Darwin	Marrara	Palmerston	Humpty Doo	Berrimah
Darwin		8.4km	20.9km	35.1km	10.6km
Marrara	8.4km		19.7km	34km	10.3km
Palmerston	20.9km	19.7km		17.6km	9.1km
Humpty Doo	35.1km	34km	17.6km		25.6km
Berrimah	10.6km	10.3km	9.1km	25.6km	

Matrix distances sourced from - <http://maps.google.com/>

17 Unforeseen Short Period Transfer and Travel Allowances

17.1 Allowance

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

17.2 Travel

- (a) In addition to the allowance prescribed by this clause, an employee who meets the requirements of clause 17.1 will be paid a vehicle allowance in accordance with By-law 32 for travel between their rostered Station and the new Station and return, pursuant to clause 16.4.
- (b) An employee who has reported for duty at their rostered Station and are subsequently required to transfer to another Station will be transported to the new Station by the NTFRS at no expense to the employee concerned.
- (c) Where NTFRS transport is not available and alternative transport cannot be arranged and the employee is required to use their own private vehicle, a vehicle allowance in accordance with By-law 32 will be paid for the kilometres travelled by the most direct route to the new Station and return, pursuant to clause 16.4
- (d) Where an employee volunteers to use their own private vehicle, a private vehicle allowance in accordance with By-law 32 will be paid for the kilometres travelled by the most direct route to the new Station on the forward journey only, pursuant to clause 16.4.

18 First Aid Allowance

- 18.1 Where the Director or their delegate is satisfied that an employee is qualified in first aid, the employee will be paid an allowance, as set out in Schedule 3, provided the employee has obtained their certificate within a period of three years and renews it every three years.
- 18.2 The allowance prescribed by clause 18.1 is not regarded as salary for computing overtime or any other penalty payments.
- 18.3 Payment of the allowance will be maintained when an employee is absent on:
 - (a) recreation leave; or
 - (b) paid personal leave; or
 - (c) leave in special circumstances, with pay.

19 Instructors Allowance

- 19.1 An employee required by the Director or delegate to provide instruction or develop and/or deliver training packages in line with Registered Training Organisation guidelines, will be paid an allowance as set out in Schedule 3. The allowance rates in Schedule 3 are determined by the following:
- (a) Certificate IV in Training and Assessment (formerly the Certificate IV Workplace Trainer and Assessor) or an equivalent competency and:
 - (i) up to one year of continuous service as an instructor with the NTFRS Training and Development Division;
 - (ii) from one to two years of continuous service as an instructor with the NTFRS Training and Development Division; or
 - (iii) over two years of continuous service as an instructor with the NTFRS Training and Development Division.
 - (b) Non-Certificate IV in Training and Assessment or an equivalent.
 - (c) An employee employed as an instructor on a temporary basis will be paid an allowance on a per hour basis.
 - (d) Allowances provided for in clauses 19.1(a) and 19.1(b) are regarded as salary for all purposes. The hourly rate paid to temporary instructors provided for in clause 19.1(c) is not regarded as salary for any purpose.
- 19.2 An employee holding Certificate IV in Training and Assessment or an equivalent competency and employed as a full-time instructor at the NTFRS Training and Development Division, will have previous years of continuous service as an instructor recognised for the purposes of this allowance.
- 19.3 An employee employed as an instructor on a temporary basis who is receiving an overtime payment while providing instruction or developing and/or delivering training packages is not entitled to this allowance.
- 19.4 Allowances will be adjusted in accordance with NTFRS wage increases and are contained in Schedule 3, Salaries and Allowances

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

- 20.1 USAR Technician Category 2 holders require additional specialised skills that are beyond normal firefighting skills.
- 20.2 In recognition of this requirement, an employee who has obtained and maintains currency in skills and knowledge required of a USAR Technician Category 2, will be paid an allowance as per the rates contained in Schedule 3 Salaries and Allowances for all hours worked. The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.
- 20.3 USAR Technician Category 2 skills are to be maintained in accordance with National standards and requirements.

21 Major Aerial Appliance (Bronto) Operators Allowance

- 21.1 The allowance will be paid to designated employees as determined by the Director.
- 21.2 Aerial Equipment (Bronto) operators require additional specialised skills that are beyond normal firefighting skills and Aerial Equipment skills are to be maintained in accordance with National standards and requirements.
- 21.3 Designated employees who have obtained and maintain currency in skills and knowledge required of an Aerial Equipment operator and being available to cover adequate shifts, will be paid an allowance as per the rates contained in Schedule 3 Salaries and Allowances.
- 21.4 The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.

22 Breathing Apparatus Maintenance Allowance

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

23 Fire Investigators Allowance

- 23.1 The allowance will be paid to designated employees as determined by the Director.
- 23.2 Fire Investigators require additional specialised skills that are beyond normal firefighting skills.
- 23.3 Designated employees who make themselves available to conduct fire cause investigations and being rostered on-call will be paid an allowance as per the rates contained in Schedule 3 Salaries and Allowances subject to the upkeep of relevant fire investigator skills and experience.
- 23.4 The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.
- 23.5 The allowance will be payable on periods of paid leave effective from 24 January 2017.

24 Industrial Paramedic Instructors Allowance

- 24.1 The allowance will be paid to designated employees as determined by the Director.
- 24.2 An employee will be paid an allowance as stipulated in Schedule 3 Salaries and Allowances where the employee conducts necessary training to other staff and volunteers, as part of their duties.
- 24.3 The allowance is subject to the employee maintaining the necessary Industrial Paramedic skills and qualifications.
- 24.4 The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.

25 Protective Clothing and Uniform Allowance

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

26 Travelling On Duty Allowance

An employee will be paid a travelling allowance when travelling on duty and when required to be absent overnight from their headquarters, pursuant to By-law 30.

27 Electricity Subsidy for Employees in Remote Localities

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

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

An employee residing in a dwelling fitted with a dedicated electricity metering device, and who is required to meet the cost of any charges associated with the provision of electricity to that dwelling, is entitled to an electricity subsidy in accordance with the rates specified in Schedule 3, subject to the relevant category of remoteness and the employee's eligibility for the dependant / after-hours rate.
- 27.2 The electricity subsidy for the dependant / after-hours rate is payable only where the employee:
 - (a) has recognised dependants, being the employee's spouse or de facto partner, or children under the age of 18 years, who:
 - (i) reside with the employee;

- (ii) are not eligible for assistance with electricity costs from any other source; and
 - (iii) are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the Commissioner; or
 - (b) is a shiftworker, or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that the employee is regularly required to seek rest during daylight hours.
- 27.3 The electricity subsidy will be paid fortnightly in addition to salary and will count as salary for the purpose of taxation and superannuation.
- 27.4 The electricity subsidy will not be paid during periods of leave without pay which do not count as service.
- 27.5 The electricity subsidy will be paid to part-time employees on a pro rata basis.
- 27.6 Only one subsidy is payable per dwelling.

28 Salary Sacrifice

28.1 Salary Sacrifice for Superannuation

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

- (a) An employee who currently has their employer superannuation guarantee contributions paid to a 'Choice of Fund' superannuation fund (eg. employed after 10 August 1999) may salary sacrifice into that fund or another complying superannuation fund.
- (b) An employee who currently contributes 6% to the Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS), may salary sacrifice into NTGPASS or another complying fund.
- (c) An employee who currently contributes to the Commonwealth Superannuation Scheme (CSS) is not able to salary sacrifice into the scheme, but can salary sacrifice into another complying superannuation fund.
- (d) While there is no limit to the amount an employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions (whether real or notional), will be assessed against the Commonwealth concessional contribution cap relevant to their age. The employee is responsible for any tax and interest that may be imposed by the Australian Taxation Office or other relevant authority for them exceeding the Commonwealth concessional contribution cap.
- (e) The arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly.

- (f) The arrangement does not operate to reduce employer contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of the salary sacrifice arrangements.
- (g) When an employee who is a member of the CSS, NTSSS or NTGPASS enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes will remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes).

28.2 Salary Sacrifice Packaging

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

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

29 Relinquishment of Rank

- 29.1 A period of seven calendar days cooling off will be observed prior to the acceptance of relinquishment of rank.
- 29.2 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.
- 29.3 An employee wishing to relinquish their rank and apply for a position at a lower rank, must seek, and receive approval, prior to applying for a position.
- 29.4 An employee, on acceptance of their relinquishment of rank, will have an appropriate adjustment to salary to reflect their new rank and will constitute a reduction by consent in accordance with section 36 of the PSEM Act.

- 29.5 A Firefighter, Senior Firefighter or Leading Firefighter who has relinquished their rank and subsequently wishes to resume that rank, must satisfy a Board to be determined by the Director or their delegate, comprising of an Assistant Director, an employee representative and a Divisional representative that they have retained the skills and knowledge required to perform the functions necessary for that rank and/or position.
- 29.6 A Station Officer, Senior Station Officer, or District Officer who has relinquished their rank and subsequently wishes to resume that rank, must apply for an advertised vacancy at that level and be successful in a merit selection process.

PART 3 HOURS OF DUTY, ROSTERS, AND MEAL BREAKS

30 Hours of Duty – Day Workers (Day Command and Track Stations)

- 30.1 The ordinary hours of duty on day work will be an average of 38 per week, Monday to Friday, over a period of 52 weeks with eight hours 24 minutes (8.4 hours) per day to be worked between the hours of 0700 and 1730. The following provisions for hours of duty will apply to Day Workers:
- (a) Any other day work roster is to be agreed by the Director or their delegate, employees, and their nominated representatives.
 - (b) An unpaid lunch break of not less than 30 minutes and not more than 60 minutes each day for Day Command workers.
 - (c) A paid lunch break of not less than 30 minutes each day for Track Station workers;
 - (d) Two hours per week is paid at overtime rates consistent with clause 38.2 and forms part of the composite salary.
 - (e) Two hours per week will be accumulated to a maximum of 90 hours and taken as programmed days off within each calendar year, in accordance with the agreed leave roster posted by the Director or their delegate.
 - (f) A deduction of one half hour of time accrued towards programmed days off will occur where any leave without pay is taken.
 - (g) Programmed days off provided for in clause 30.1(e) must be acquitted prior to recreation leave or long service leave being utilised.
 - (h) Day Command and Track Station workers will not be required to work public holidays but are liable to be called upon to report for duty in accordance with clause 32.4. Where Day Command or Track Station workers are recalled to duty on a public holiday in accordance with clause 32.4, they will receive:
 - (i) their normal salary for recall periods during normal working hours; or
 - (ii) overtime payments for recall periods:
 - A. in excess of normal daily rostered hours; or
 - B. outside the span of hours provided for in clause 30.1.

- 30.2 An employee may work their ordinary hours between the hours of 0600 and 1800, Monday to Friday. The span of hours and days of work may be varied at the option of the employees and with the agreement of NTFRS; provided the arrangement is agreed in writing. This Agreement involves no other change to hours of work arrangements.
- 30.3 A day worker who is required by the Director or their delegate to work outside the hours specified in clause 30.1, or those hours and days that are mutually agreed, may either be paid overtime in accordance with the Agreement provisions or utilise 'time in lieu' arrangements, pursuant to By-law 37.

31 Hours of Duty – Shiftworkers

- 31.1 The ordinary hours of duty on shiftwork, worked in accordance with the 10/14 roster agreed by the Director or their delegate, employees, and their nominated representatives, will be an average of 38 hours per week spread over a period of 52 weeks. Each shift will contain meal breaks consistent with clause 14.4 for which the employee will be paid, while remaining on duty.
- 31.2 The additional time worked will be compensated in two ways:
- (a) An average of two hours per week over a period of 52 weeks is paid at overtime rates consistent with clause 38.2 and forms part of the composite salary; and
 - (b) An average of two hours per week over a period of 52 weeks, will be accumulated and taken as programmed days off within each calendar year, in accordance with the agreed leave roster posted by the Director or their delegate.
- 31.3 A deduction of one half hour of time accrued towards programmed days off will occur where any leave without pay is taken.
- 31.4 Programmed days off provided for in clause 31.2(b) must be acquitted prior to recreation leave or long service leave being utilised.

32 Shift Duty – Rosters

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

32.1 10/14 Roster System

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

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

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

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

- 32.2 The day shift (D) of 10 hours will be worked from 0800 to 1800 and the night shift (N) of 14 hours will be worked from 1800 to 0800.
- 32.3 Subject to the prior approval of the Director or their delegate, shift changes are allowed between employees of equal rank, whether at their own Station or at other Stations.
- 32.4 Notwithstanding anything contained in this Agreement, in the case of fire, an employee off duty is liable to be called upon to report for duty and if called upon, will report for duty immediately. Provided that, in the opinion of the Director or their delegate, the employee recalled to duty is fit for duty.
- 32.5 Emergency recall travel times are as follows:
- (a) 30 minutes for Darwin and its surrounds (excluding Track Stations, Katherine and Alice Springs); and
 - (b) 15 minutes for all other areas (including Track Stations, Katherine and Alice Springs).
- 32.6 Rosters or changes to rosters will be posted in a position accessible to all employees at least four days before the day on which the rosters or changes in rosters are due to commence.
- 32.7 In addition to the transfer between shift provisions of clause 55, the 10/14 roster may be varied for an employee on special duties to provide that during a period of training the employee may be rostered for the duration of the period of training on day duties.
- 32.8 The 10/14 roster will not be altered, except as provided by clauses 32.7 and 32.14 and clause 55 or to meet an emergency due to sickness or other unexpected or unavoidable cause.
- 32.9 In the event of an alarm requiring any Station to stand-by or turn-out for a fire, being received at the Station during roll call, the oncoming shift will crew the appliances and, if required, proceed to the fire and the off-going shift will remain on duty if required until the shift returns or until otherwise directed, when it will be dismissed.

- 32.10 If, when the oncoming shift reports at a Station at the time prescribed for the change of shift, the other shift is proceeding to or attending a fire or alarm, the oncoming shift, if so ordered, will after roll call, proceed to the fire and the officer or senior employee of the shift will, without delay, report the arrival of the shift to the Officer in Charge of the fire. The off-going shift will remain on duty at the fire until relieved.
- 32.11 The Officer in Charge at the fire may, if in their judgement it's expedient, hold both the oncoming and off-going shifts for duty at the fire. If the off-going shift is not held at the fire, or detailed at the fire for duty elsewhere, it will report back to the Station and remain available until the other shift returns or until otherwise directed, when it will be dismissed.
- 32.12 In the event of one or more employees of the oncoming shift being absent, an equal number of employees in the shift on duty may be detained on duty up to two hours. Nothing prescribed by this clause is to be deemed to sanction an unauthorised absence or to relieve the absent employee from a liability to be charged with being absent without leave and being dealt with accordingly.
- 32.13 No employee will be permitted to work more than two consecutive shifts except in the case of a fire, natural disaster or other emergency incident. This clause will not apply in cases of shift changes provided for in clause 32.3
- 32.14 Subject to the provisions of this clause, every employee will be dismissed punctually from their rostered shift.
- 32.15 Where an employee is required to sit for an examination conducted by the NTFRS and the employee is rostered on a night shift ceasing at 0800 on the day of the examination, the Director or their delegate will ensure that the employee's rostered shift is changed from that night shift to the day shift of that day immediately prior to the day of the examination.
- 32.16 An employee working day duty who has completed their normal weekly hours will not be rostered for shiftwork until they have had two full days off.
- 32.17 An employee will not be rostered off shift duty onto day duty except:
- (a) to meet an emergency due to sickness or other unexpected or unavoidable cause beyond the NTFRS control; or
 - (b) by personal agreement between the NTFRS and the employee; or
 - (c) by agreement between the NTFRS and the employee representative to suit the circumstances of the establishment.
- 32.18 The Director or their delegate may depart, by agreement with the employee representative, from the shift roster in establishing new day work positions, in appropriate cases and acknowledge that agreement will not be unreasonably withheld. The filling of such positions will be subject to normal vacancy filling procedures.

33 Resting On Duty

An employee on night shift may be permitted to sleep between the hours of 2200 and 0600, subject to the following conditions:

- (a) the supply of bedding is the responsibility of the employee and will be kept in a clean condition by employees, to the satisfaction of the Director or their delegate; and
- (b) an employee will be allowed sufficient time and access to on-site facilities during working hours to clean and dry their bedding.

34 Leave Roster

- 34.1 A leave roster for recreation leave and long service leave will be drawn up from time to time so that commencement of the first leave scheduled on such rosters will not be less than one month after the date of the publication of the roster.
- 34.2 The name of every employee entitled to leave will appear on the roster. If no firm leave date is shown, a probable leave date should be shown, but, if not possible, the reason why.
- 34.3 A leave roster published pursuant to this clause will not be altered unless:
 - (a) in the opinion of the Director or their delegate, an alteration is necessary having regard to the exigencies of the service; or
 - (b) an employee requests that an alteration be made to their leave and other employees affected by the alteration consent to the alteration and the Director or their delegate approves the request.
- 34.4 Subject to approval of the Director or their delegate, leave accrued pursuant to clause 41.3(b)(ii)A may be taken without regard to the roster. For the purpose of clause 41.3(b)(ii)B, for the 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.
- 34.5 Subject to the approval of the Director or their delegate, no recreation leave or programmed day off may be taken which is less than two cycles of shifts, except that up to 68 hours leave may be taken without regard to the leave roster, or the two cycle limit, providing the minimum staffing levels in force at the time are not affected by such utilisation.

35 Rosters - Training and PSEM Act Appeals

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

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

36 Paid Meetings

- 36.1 Where an authorised NTFRS employee attends, in their own time, meetings arising out of the implementation of this Agreement or other work related meetings authorised by the Director or their delegate, the employee will receive ordinary time rates of pay or equivalent time in lieu, to be taken at a time agreed between the Director or their delegate and the employee, equal to the time of such attendance.
- 36.2 All reasonable steps will be made by the NTFRS to arrange the meetings referred to in clause 36.1 while the relevant employee is on duty.
- 36.3 A relevant employee on duty will, wherever practicable, be relieved from operational duty to attend meetings referred to by this clause.

37 Interstate Air Travel

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

38 Overtime – General Provisions

- 38.1 An employee who works in excess of their ordinary hours of duty is not entitled to payment of overtime unless such excess time was worked at the direction of the Director or their delegate.
- 38.2 An employee is liable to be called for duty any time they are required. Except as provided in clause 38.5, all time worked in excess of the prescribed weekly hours will be paid for as overtime at the rate of:
- (a) time and a half for the first two hours and double time thereafter Monday to Saturday provided that overtime worked on a Saturday in addition to ordinary duty on that day will be paid for at double time;
 - (b) double time on Sunday;
 - (c) double time and a half on a public holiday.
- 38.3 Where overtime commences on a Sunday or a public holiday, the Sunday or public holiday rate (whichever is applicable) will continue until the completion of that overtime shift, except where overtime spans from a Sunday into a public holiday, in which case 38.2 will apply.
- 38.4 Notwithstanding anything else contained in this Agreement, where an employee transfers from shiftwork to day work or vice versa, the hours of duty for which overtime is payable may be adjusted to reflect the requirement of an employee to work 38 ordinary hours per week or an average of 38 hours per week.

- 38.5 Under the roster prescribed in clause 32, each eight week cycle contains 16 hours of rostered overtime, paid for when worked, at the rate of time and a half for the first four hours and double time for the remaining 12 hours.
- 38.6 The payment of such rostered overtime will be averaged as prescribed in clause 38.4 and is included in the annual salary rate.
- 38.7 An employee who is required to work overtime will be entitled to a minimum payment of 15 minutes at overtime rates.
- 38.8 An employee returning to their Station from fire duty after the time fixed for roll call will be allowed 15 minutes to prepare themselves for dismissal and such time will be regarded as overtime and paid accordingly.
- 38.9 Payment for overtime will be made on the earliest practicable pay day following the conclusion of the fortnight during which the employee became entitled to the payment.
- 38.10 If, at the completion of their normal rostered shift, an employee is required through the exigencies of the service, to continue on duty without a meal break and such duty is to be, or becomes, two hours or longer, the employee will, where practicable, be granted a crib time of 20 minutes to take a meal and/or refreshments and such time will count as overtime.
- 38.11 An employee working overtime other than on a rostered shift will, where practicable, be granted a crib time of 20 minutes to take a meal and/or refreshments without deduction from pay after each four hours overtime worked, provided that the employee continues work after that crib time.

39 Rest Relief After Overtime

- 39.1 An employee who works overtime between the termination of their ordinary duty on one day and the commencement of their ordinary duty on the next day, who has not had at least eight consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until they have had eight consecutive hours off duty, without loss of pay.
- 39.2 Reasonable travelling time, in addition to the eight hours off duty, will be allowed to cover time taken in travelling from and to their place of employment.
- 39.3 Provided that; if an employee is required by the Director or their delegate, to resume or continue work without having had eight consecutive hours off duty, plus reasonable travelling time, they will be paid at double rates, or such higher rates as may be elsewhere prescribed, until they are released from duty for that period and they will then be entitled to be absent until they have had eight consecutive hours off duty, plus reasonable travelling time, without loss of pay.
- 39.4 The provisions of clauses 39.1, 39.2 and 39.3 will not apply to:
- (a) overtime, unless the actual time worked (excluding travelling time) is at least three hours on each call; or
 - (b) overtime (not exceeding three hours) worked immediately prior to the commencement of a rostered shift.

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

40 Emergency Duty

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

40.2 By-law 37 does not apply:

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

40.3 In such cases, an employee is entitled to overtime, pursuant to clause 38.

PART 4 LEAVE

41 Recreation Leave

41.1 Relationship with By-laws

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

41.2 For the purposes of this clause:

- (a) **day worker** means an employee who works day shift Monday to Friday, within the span of hours 0600 to 1800 and in accordance with clauses 30.1 and 30.2.
- (b) **shiftworker** means an employee who works shiftwork in accordance with the 10/14 roster.
- (c) **month** means a calendar month.
- (d) **year** means a calendar year.
- (e) **service** means a period of service by an employee with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave, that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, a State or a Territory.

41.3 Recreation Leave Entitlement

- (a) A day worker (except for a casual employee) is entitled to:
 - (i) four weeks paid recreation leave per year; and
 - (ii) an additional two weeks paid recreation leave per year, if normally stationed in the Northern Territory or under any condition the Commissioner so determines.

(iii) an employee's annual leave credit will be recorded as 252 hours.

(b) A shiftworker (except for a casual employee) is entitled to:

(i) Six weeks paid recreation leave per year. An employee's annual leave credit will be recorded as 264 hours.

(ii) Leave for rostered Sundays:

A. a seven day shiftworker, rostered to perform duty on at least 10 Sundays during the period in respect of which the leave is accrued, is entitled to an additional seven consecutive days (48 hours), including non-working days, paid recreation leave per year; or

B. a seven day shiftworker rostered to perform duty on less than 10 Sundays during the period in respect of which the leave is accrued, is entitled to additional paid recreation leave at the rate of four hours in respect of each Sunday rostered.

(iii) In accordance with the 10/14 roster, an employee is entitled to a total of seven weeks recreation leave, which for the purposes of the employee's annual leave credit will be recorded as 312 hours.

(iv) In calculating leave entitlements pursuant to clause 41.3, the following conditions apply:

A. Any part of a shift which falls on a Sunday will count as a full Sunday shift.

B. Leave entitlements will be calculated on the roster and not on actual physical performance.

C. Sunday rostered overtime shifts will count similarly to rostered ordinary Sunday shifts.

(v) Recreation leave taken by an employee whilst working shiftwork in accordance with the 10/14 roster will be deducted from credits at the rate of one hour for each hour of rostered duty that the employee is absent on recreation leave.

(vi) An employee to whom clauses 41.3(b)(i) and 41.3(b)(ii) applies is entitled to the payment of rostered overtime in accordance with clause 41.3(b)(iv) whilst on recreation leave.

(vii) 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:

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

Where:

A is the employee's new credit after transfer to day work; and

C is the credit due to the employee immediately before transfer to day work.

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

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

Where:

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

41.4 Salary

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

41.5 Accrual of Leave

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

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

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

41.6 Granting of Leave

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

41.7 Excess Leave

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

41.8 Cash-out of Leave

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

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

41.9 Illness During Leave

Where an employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 42, the Director or their delegate may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

41.10 Payment in Lieu

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

42 Personal Leave

42.1 Relationship with By-laws

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

42.2 General

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

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee (sick leave); or

- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member (carer's leave).

42.3 Definitions

For the purpose of this clause:

- (a) **child:** see clause 46.3(a).
- (b) **immediate family:** see clause 46.3(c).
- (c) **medical certificate** means a certificate signed by a registered health practitioner.
- (d) **ongoing employee** means an employee employed on that basis, pursuant to the PSEM Act.
- (e) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement.
- (f) **registered health practitioner** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).
- (g) **Spouse:** see clause 46.3(c).
- (h) **fixed period employee** means an employee employed on that basis, pursuant to the PSEM Act.

42.4 Paid Personal Leave Entitlement

- (a) An ongoing employee working day work is entitled to:
 - (i) three weeks (126 hours) paid personal leave on commencement of employment; and
 - (ii) three weeks (126 hours) paid personal leave on each anniversary of their commencement date.
- (b) An ongoing employee working shiftwork is entitled to:
 - (i) 12 shifts on full pay (six day/six night – 144 hours) on commencement of employment; and
 - (ii) 12 shifts on full pay (six day/six night – 144 hours) on each anniversary of their commencement date.

- (c) A fixed period employee is entitled to:
 - (i) two days paid personal leave on commencement of employment;
 - (ii) up to one week of paid personal leave for each period of two months service provided that the total leave does not exceed three weeks within the first 12 months of service; and
 - (iii) three weeks paid personal leave on each anniversary of their commencement date.
- (d) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 42.4(a)(i) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.
- (e) A part-time employee is entitled to paid personal leave on a pro rata basis in accordance with their hours of work.
- (f) A casual employee is not entitled to paid personal leave.
- (g) Paid personal leave is cumulative.
- (h) An employee's paid personal leave entitlement will be deferred by any period of:
 - (i) personal leave where the absence is without pay and not covered by documentary evidence;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.

42.5 Accessing Paid Personal Leave

- (a) An employee is entitled to access paid personal leave from their accrued personal leave balance, subject to the requirements of clauses 42.7 and 42.8.
- (b) The Director or their delegate may approve paid carer's leave in excess of the above.
- (c) The Director or their delegate may, in special circumstances, approve the conversion of personal leave full pay credits to sick leave half pay credits.

42.6 Additional Personal Leave

- (a) Subject to the requirements of clauses 42.7 and 42.8 an employee who has exhausted their entitlement to paid personal leave under clause 42.4 is entitled to access unpaid carer's leave, on each occasion that carer's leave is required, up to:
 - (i) two days (16.8 hours) for an employee on day work; and
 - (ii) 20 hours for an employee on shiftwork.

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

- (b) After considering all relevant circumstances, the Director or their delegate may approve:
 - (i) an amount of unpaid leave in excess of the amount specified in clause 42.6(a); or
 - (ii) additional sick/carer's leave on half pay, which cannot be converted to full pay; or
 - (iii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be sick/carer's leave for all other purposes under the provisions of this clause.
- (c) The provisions of clauses 42.6(a) and 42.6(b)(i) do not apply to a casual employee.

42.7 Notice Requirements

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

42.8 Documentation Requirements

- (a) An employee must apply for personal leave in the form required by the Director or their delegate, as soon as it's reasonably practicable.
- (b) Subject to clause 42.5(b), to assist the Director to determine if the leave taken, or to be taken, was for one of the reasons set out in clause 42.2(a)(sick leave), an employee must, as soon as reasonably practicable, provide the Director or their delegate with the following documentary evidence:
 - (i) a medical certificate from a registered health practitioner; or
 - (ii) a statutory declaration in cases where it is not reasonably practicable for the employee to provide a medical certificate because they are:
 - A. unable, despite genuine reasonable attempts, to secure an appointment with a medical practitioner; or
 - B. reside in a remote or regional area (i.e. outside the environs of Darwin or Palmerston).

provided that the statutory declaration states:

- A. the reasons why it was not practicable to provide a medical certificate; and
- B. the reasons for, and length of absence.

- (c) Subject to clause 42.8(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 42.2(b)(i)(carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with:
 - (i) evidence which may include a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires the employee's care or support to the extent that they will not be able to attend for duty; or
 - (ii) other relevant documentary evidence stating the unexpected emergency, and that this unexpected emergency required the employee's care or support.
- (d) A CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.
- (e) An employee is entitled to access paid personal leave, without documentary evidence, as follows:
 - (i) up to a maximum of five days (42 hours) or equivalent number of hours for an employee on day work; or
 - (ii) four shifts for an employee on shift duty or the equivalent number of hours of duty per personal leave year.

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

42.9 Salary for the purpose of personal leave includes:

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

42.10 Personal leave whilst on other forms of leave

Subject to the requirements of clauses 42.7 and 42.8, an employee may access paid personal leave during periods of recreation, long service and parental leave.

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

- (a) The Director or their delegate may direct an employee to attend an examination by a registered health practitioner where:
 - (i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury; or
 - (ii) it is considered that an employee's efficiency may be affected due to illness or injury; or
 - (iii) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees, or the public; or

- (iv) in accordance with Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.
- (b) An employee directed to attend a medical examination in accordance with clause 42.11(a) who is:
 - (i) absent on approved personal leave, and covered by documentary evidence, is entitled to continue on personal leave until the findings of the medical examination are known; or
 - (ii) an employee, other than one to which clause 42.11(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known. The grant of personal leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.
- (c) The Director or their delegate will not grant personal leave where an employee fails to attend a medical examination without reasonable cause, or where illness or injury is caused through misconduct. Under these circumstances the Director or their delegate may initiate disciplinary action.

42.12 Infectious disease

Where an employee produces documentary evidence that:

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

the Director or delegate may grant:
 - (c) personal leave for any period during which the employee actually suffers from illness; or
 - (d) recreation leave in relation to any period during which the employee does not actually suffer from illness.

42.13 War service

The Commissioner will determine the conditions under which personal leave may be granted to an employee where an illness or injury is directly attributed to an employee's war service, provided satisfactory medical evidence is produced.

42.14 Personal leave - workers compensation

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

43 Domestic and Family Violence

- 43.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic and family violence (including sexual violence). Support measures for employees include leave with pay, flexible work options and access to an Employee Assistance Program (EAP) for domestic and family violence purposes. Additional support may be available to these employees through their agency.
- 43.2 Leave with pay is available to an employee who is experiencing domestic and family violence and who requires time off for reasons including, but not limited to:
- (a) seeking safe accommodation;
 - (b) attending court hearings and police appointments;
 - (c) accessing legal advice;
 - (d) organising alternative care or education arrangements for the employee's children; or
 - (e) other related purposes approved by the CEO.
- 43.3 Domestic and family violence leave is accessed in accordance with By Law 18 – Miscellaneous Leave and is in addition to other leave entitlements. Domestic and family violence leave will count as service for all purposes.
- 43.4 Applications for leave will be dealt with confidentially and sensitively. Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.
- 43.5 Reasonable adjustments should be considered to ensure the individual's safety in the workplace (eg different work locations, removal of phone listing or changes to NTG email addresses).

44 Cultural and Ceremonial Leave

- 44.1 An employee is entitled to up to five days unpaid cultural leave for cultural or ceremonial obligations each 12 months for the purposes of undertaking their cultural or ceremonial obligations for the community or group to which the employee belongs.
- 44.2 The CEO may, on application grant leave subject to clauses 44.4 and 44.5.
- 44.3 The CEO will have regard for an employee's cultural or ceremonial obligations, and may grant a further period of unpaid cultural and ceremonial leave.
- 44.4 Notice Requirements
- (a) An employee must make all reasonable efforts to advise the CEO as soon as reasonably practicable of the period or expected period of the cultural or ceremonial leave.
 - (b) Notice should minimise the impact on agency operations.

- 44.5 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.
- 44.6 Alternately an employee may access their paid recreation or long service leave entitlements for the purpose of undertaking cultural or ceremonial obligations.

Note: Access to long service leave entitlements is subject to the minimum period set out in By law 8.

45 Parental Leave

45.1 Relationship with By-law, National Employment Standards and other instruments

- (a) This clause sets out all entitlements in relation to parental leave, and replaces all By-law provisions relating to maternity, paternity/partner, and adoption leave.
- (b) This clause is to be read in conjunction with the National Employment Standards to the extent that if this clause provides a lesser entitlement than the National Employment Standards, the National Employment Standards will apply.

45.2 Application

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

- (a) the birth of a child of the employee or the employee's spouse (includes a child born of a surrogacy arrangement); or
 - (b) the placement of a child with the employee for adoption; and
- the employee has or will have a responsibility for the care of the child.

45.3 Definitions

For the purpose of this clause:

- (a) **appropriate safe job** means a safe job that has:
 - (i) the same ordinary hours of work as the employee's present position; or
 - (ii) a different number of ordinary hours agreed to by the employee.
- (b) **child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's spouse;
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with an employee.
- (c) **continuous service** in relation to a period of service by an employee, means a period of service with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, or the Northern Territory.

- (d) **day of placement** refers to the adoption of a child and means the earlier of the following days:
 - (i) the day on which the employee first takes custody of the child for the adoption;
 - (ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (e) **de facto partner** means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and includes a former de facto partner of the employee.
- (f) **eligible casual employee** means a casual employee engaged by the employer on a regular and systemic basis for a sequence of periods of employment during a period of:
 - (i) at least 12 months; or
 - (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and
 - A. the employer terminated the previous engagement;
 - B. there was not more than three months break between the two engagements; and
 - C. the length of the two engagements is at least 12 months.
- (g) **employee couple** means a couple who are accessing the benefits of clause 45.14 both of whom are NTPS employees and have completed a minimum of 12 months continuous service and whom are both eligible for paid parental leave whether under primary caregiver parental leave or the partner leave provisions.
- (h) **medical certificate** means a certificate signed by a medical practitioner.
- (i) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (j) **primary caregiver** means the person who is the primary carer of a newborn or newly adopted child at the time of birth or adoption and who continues to be the primary carer immediately following birth or day of placement. The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary carer. In most cases, the primary carer will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- (k) **spouse** includes a de facto partner or former spouse.

45.4 General Conditions

- (a) Except where otherwise stated in this clause, parental leave is available to only one parent at a time in a single continuous period.

- (b) Weekends, public holidays, programmed days off and rostered days off are part of parental leave and do not extend the period of leave.
- (c) During a period of parental leave relating to the birth or adoption of a child an employee may require parental leave for the birth or adoption of a subsequent child. An employee can elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.

45.5 Types of Parental Leave

Parental leave entitlements are summarised in the following table:

	Paid Leave	Unpaid Leave	Total	Refer Clause
Primary Caregiver Parental Leave – commences before or from birth or day of placement				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	45.6(b)
At least 12 months and less than 5 years continuous service	14 weeks (or 28 weeks half pay)	142 weeks	156 weeks (3 years)	45.6(c)(i)
5 or more years continuous service	18 weeks (or 36 weeks half pay)	138 weeks	156 weeks (3 years)	45.6(c)(ii)
Pro rata paid primary caregiver parental leave				
5 years continuous service achieved during first 18 weeks of parental leave	14 weeks + pro rata paid leave applicable after reaching 5 years continuous service (up to 4 weeks)	142 weeks minus any pro rata paid leave	156 weeks (3 years)	45.6(c)(iii)
12 months continuous service achieved during first 14 weeks of parental leave	Pro rata paid leave applicable after reaching 12 months continuous service (up to 14 weeks)	52 weeks minus any pro rata paid leave	52 weeks	45.6(d)

	Paid Leave	Unpaid Leave	Total	Refer Clause
Partner Leave				
<i>Up to 8 weeks leave associated with time of birth/adoption (or in separate periods in first 12 months) where employee's partner is primary carer at time of birth/adoption</i>				
Less than 12 months continuous service or eligible casual employee	0	8 weeks	8 weeks	45.7(b)(i)
At least 12 months and less than 5 years continuous service	1 week (or 2 weeks at half pay)	7 weeks	8 weeks	45.7(b)(ii)
5 or more years continuous service	2 weeks (or 4 weeks at half pay)	6 weeks	8 weeks	45.7(b)(iii)
<i>Longer partner leave: up to 3 years or 12 months – not primary carer – may commence at a time after birth or day of placement – must end within 3 years or 24 months of birth/adoption (whichever is applicable)</i>				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	45.7(c)(i)
At least 12 months continuous service	0	156 weeks (3 years)	156 weeks (3 years)	45.7(c)(ii)
<i>In relation to Partner Leave an employee with at least 12 months continuous service may be eligible for some paid leave during the three year period. (See clauses 45.7(d) and 45.7(e)).</i>				
Pre-Adoption Leave - All employees (including casuals)	-	2 days	2 days	45.9
Special Maternity Leave	Refer clause 45.10			
Paid no safe job leave - Full-time / part-time employees and eligible casual employees	The 'risk period' as per medical certificate	0	The 'risk period' as per medical certificate	45.13(a)
Unpaid no safe job leave - Casual employees	0	The 'risk period' as per medical certificate	The 'risk period' as per medical certificate	45.13(b)

45.6 Primary Caregiver Parental Leave

- (a) Only one parent can receive primary caregiver parental leave entitlements in respect to the birth or the adoption of their child. An employee cannot receive primary caregiver parental leave entitlements:
- (i) if their spouse is, or will be, the primary caregiver at, and immediately following, the time of the birth or day of placement of their child;
 - (ii) if the employee has taken, or is eligible for, partner leave entitlements under clause 45.7 in relation to their child; or
 - (iii) if they are a casual employee, other than an eligible casual employee.

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

- (b) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, who will be the primary caregiver of their child is entitled to up to 52 weeks unpaid parental leave.
- (c) An employee who has completed at least 12 months continuous service at the time of commencing parental leave and who will be the primary caregiver of their child is entitled to up to three years primary caregiver parental leave, comprising:
 - (i) where continuous service completed at the time of commencing parental leave is at least 12 months and less than five years: 14 weeks paid parental leave and 142 weeks unpaid parental leave; or
 - (ii) where continuous service completed is five or more years at the time of commencing parental leave: 18 weeks paid parental leave and 138 weeks unpaid parental leave; or
 - (iii) where the employee will achieve five years continuous service (the qualifying period) during the first 18 weeks of their parental leave: the first 14 weeks will be paid and the portion of leave (up to 4 weeks) after the end of the qualifying period will be paid. Any remaining balance, up to three years, will be unpaid parental leave.
 - A. The employee is not entitled to receive more than 18 weeks paid parental leave.
 - B. With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 18 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable an employee to access the pro rata paid leave in clause 45.6(c)(iii).

For example: During their primary caregiver parental leave an employee achieves five years continuous service at the end of week 15. The employee is entitled to paid parental leave for the first 14 weeks, unpaid leave in week 15, and three weeks paid leave in weeks 16 to 18. The balance of 139 weeks primary caregiver parental leave available to the employee will be unpaid.

- (d) An employee who will achieve 12 months continuous service (the qualifying period) during the first 14 weeks of their parental leave and who will be the primary caregiver of their child is entitled to up to 52 weeks of parental leave, comprising:
 - (i) unpaid parental leave from commencement of parental leave until the time the employee has achieved 12 months continuous service; and
 - (ii) paid parental leave for any period after the qualifying period and up to 14 weeks from the commencement of parental leave; and
 - (iii) unpaid parental leave, up to 52 weeks, for the remaining balance.

- (iv) The employee is not entitled to receive more than 14 weeks paid leave.
- (v) With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 14 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable the employee to access the pro rata paid leave in clause 45.6(d).

For example: During their primary caregiver parental leave an employee achieves 12 months continuous service at the end of week three. The employee is entitled to unpaid parental leave for the first three weeks, 11 weeks paid parental leave in weeks four to 14. The balance of 38 weeks primary caregiver parental leave available to the employee will be unpaid.

- (e) Commencement of Primary Caregiver Parental Leave
 - (i) An employee who is pregnant may commence primary caregiver parental leave at any time within six weeks immediately prior to the expected date of birth of the child. The period of parental leave must commence no later than the date of the birth of the child.
 - (ii) An employee who is adopting a child may commence primary caregiver parental leave at any time in the two weeks before the day of placement.
 - (iii) In all other cases, primary caregiver parental leave commences on the date of birth or day of placement of the child.
- (f) Where an employee's child dies during a period of primary caregiver leave, the employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of clause 45.19 apply.
- (g) An employee is not entitled to primary caregiver leave unless the notice and evidence requirements in clause 45.8 have been complied with.

45.7 Partner Leave

- (a) Partner leave is available to an employee who will have a parental responsibility for the care of their child but who is not the primary caregiver. Subject to applicable notice and evidence requirements, an employee may access:
 - (i) up to eight weeks partner leave within the first 12 months of the birth or adoption of their child, taken at the same time employee's spouse may be on leave, which can be taken in one block or broken into separate periods (refer clause 45.7(b)); and
 - (ii) where employee requires a longer period of partner leave, up to 12 months or 3 years depending on the employee's years of continuous service (refer clause 45.7(c)).

Note: The longer period of partner leave must be taken in a single continuous period unless the employee is accessing the combined parental leave provisions.

(b) Eight Weeks Partner Leave

An employee is entitled to up to 8 weeks partner leave, comprising:

- (i) where continuous service is less than 12 months at the time of commencing partner leave, or an eligible casual employee: eight weeks unpaid partner leave; or
- (ii) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: one week paid partner leave and seven weeks unpaid partner leave; or
- (iii) where continuous service completed is five or more years at the time of commencing partner leave: two weeks paid partner leave and six weeks unpaid partner leave.
- (iv) The eight week partner leave entitlements:
 - A. are an exception to the rule that parental leave is to be available to only one parent at a time in a single continuous period;
 - B. are to be taken in the first 12 months from date of birth or day of placement of the child;
 - C. may commence one week prior to the expected date of birth of the child or the time of placement in the case of adoption. The CEO and employee may agree to alternative arrangements regarding commencement of partner leave;
 - D. can be taken in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise;
 - E. requires the employee to give notice to the CEO at least 10 weeks before first starting the leave, and at least four weeks notice before starting any subsequent period of leave. If that is not practicable, as soon as practicable, which may be a time after the leave has started; and
 - F. the notice must specify the intended start and end dates of the leave.

(c) 12 Months or Three Years Partner Leave (Longer Partner Leave)

An employee is entitled to a period of longer partner leave as follows:

- (i) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, up to 12 months unpaid parental leave, provided such leave must end within 24 months of the date of birth or day of placement of their child.
- (ii) An employee with at least 12 months continuous service at the time of commencing parental leave up to three years unpaid parental leave, provided such leave must end within three years of the date of birth or day of placement of their child.
- (iii) Partner leave may commence at a date later than the date of birth or day of placement of their child but must not extend beyond specified limits under this clause.

- (iv) An employee is not entitled to the longer partner leave unless the notice and evidence requirements in clause 45.8 have been complied with.
- (d) An employee, not entitled to Combined Parental Leave in clause 45.14, may be entitled to have a portion of their unpaid longer partner leave under clause 45.7(c)(ii) paid, subject to the following:
 - (i) the employee's spouse was the primary caregiver at and immediately following the time of the birth or placement of the child;
 - (ii) the employee's spouse has ceased to be the primary caregiver (eg returned to work) before the child is 14 weeks old or within 14 weeks from placement in the case of adoption;
 - A. The reference to '14 weeks' in clause 45.7(d)(ii) to be read as '18 weeks' where an employee has five or more years continuous service at the time of commencing longer partner leave.
 - (iii) as a consequence of the employee's spouse no longer able to be the primary caregiver (eg returning to work), the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child's physical needs more than anyone else;
 - (iv) the notice and evidence requirements for taking longer partner leave in clause 45.7(d) have been complied with; and
 - (v) the amount of paid leave available is as per clause 45.7(e).
- (e) An employee eligible for paid longer partner leave under clause 45.7(d) may access a period of paid leave as follows:
 - (i) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 14 weeks from the birth or placement of the child; or
 - (ii) where continuous service completed is five or more years at the time of commencing partner leave: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 18 weeks from the birth or placement of the child.

For example: An employee's spouse, who is not an NTPS employee, gives birth to a child and is off work for six weeks after the child is born as the primary caregiver. The NTPS employee (the child's other parent) has over five years of continuous service and takes two weeks paid partner leave when the baby is born. When the child is six weeks old the employee's spouse returns to her non-NTPS job and the NTPS employee takes longer partner leave to take over care of the couple's child. NTPS employee would be paid for 12 weeks of the longer partner leave after providing evidence showing that their spouse had ceased to be primary caregiver. This payment covers the period from the seventh to the eighteenth week following the birth of the child.

45.8 Notice and Evidence Requirements

- (a) An employee must give the CEO the following notice and evidence in relation to parental leave under clause 45.6 (primary caregiver) or clause 45.7 (longer partner leave):
 - (i) At least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates.
 - (ii) At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the CEO of any changes to the notice provided in clause 45.8(a)(i), unless it is not practicable to do so.
 - A. At this time, the employee must also provide a statutory declaration stating that the employee will become either the primary caregiver (relates to primary caregiver leave) or have a responsibility for the care of the child (relates to partner leave), as applicable, at all times whilst on leave.
 - (iii) The employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstance. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.
- (b) An employee who has given the CEO notice of the taking of parental leave must give the CEO evidence that would satisfy a reasonable person:
 - (i) if the leave is birth-related leave – of the date of birth, or the expected date of birth, of the child; or
 - (ii) if the leave is adoption-related leave – of the day of placement, or the expected day of placement, of the child.
- (c) Without limiting clause 45.8(b), the CEO may require the evidence to be a medical certificate.
- (d) An employee applying for paid partner leave under clauses 45.7(d) and 45.7(e) will be required to provide the CEO with evidence that would satisfy a reasonable person that the employee's spouse is no longer able to be the primary caregiver of the couple's child.

45.9 Pre-adoption Leave

- (a) This clause applies to employees, eligible casual employees and casual employees.
- (b) An employee seeking to adopt a child is entitled to up to two days unpaid leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
- (c) Such leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.

- (d) An employee must provide the CEO with notice of the taking of leave under this clause as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
- (e) The CEO may require the employee to provide satisfactory evidence supporting the pre-adoption leave.

45.10 Special Maternity Leave

- (a) This clause applies where a pregnant employee, including an eligible casual employee, has not yet commenced parental leave and the employee requires special maternity leave because:
 - (i) the employee has a pregnancy-related illness; or
 - (ii) the employee has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (b) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
- (c) The period of special maternity leave that an employee is entitled to take is such period as a medical practitioner certifies as necessary.
- (d) Special maternity leave must end before the employee starts primary caregiver leave.
- (e) Special maternity leave taken by the employee because the employee has a pregnancy-related illness:
 - (i) will be unpaid;
 - (ii) must end before the employee starts any period of primary caregiver parental leave; and
 - (iii) will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.
- (f) Special maternity leave taken by the employee in all other circumstances permitted under this clause will be:
 - (i) unpaid if the pregnancy ends more than 20 weeks before the expected date of birth;
 - (ii) unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the employee has not completed 12 months continuous service, or is an eligible casual employee, at the time of commencing leave; or
 - (iii) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed 12 months continuous service at the time of commencing leave; or

- (iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed five years continuous service at the time of commencing leave.
- (g) Where an employee's qualifying period of 12 months continuous service referred to in clause 45.10(f)(iii) ends within 14 weeks of the date on which the employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (h) Where an employee's qualifying period of five years continuous service referred to in clause 45.10(f)(iv) ends within 18 weeks of the date on which the employee commenced leave, the first 14 weeks will be paid and any additional leave (up to four weeks) will only apply for that period of the 18 week period commencing after the end of the qualifying period.
- (i) To be entitled to special maternity leave an employee must as soon as is reasonably practicable, give the CEO a written application stating the date on which the employee proposes to commence the leave and the period of leave to be taken; and
 - (i) in the case of special maternity leave taken because of pregnancy-related illness, a medical certificate from a medical practitioner stating that the employee is unfit to work for a stated period because of a pregnancy related illness; or
 - (ii) in the case of special maternity leave taken in all other circumstances permitted under this clause, a medical certificate from a medical practitioner stating that:
 - A. the employee's pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child; and
 - B. the employee will be unfit for work for a stated period.

45.11 Continuing to work while pregnant

- (a) Where an employee continues to work within the six week period immediately prior to the expected date of birth, the employee must provide a medical certificate stating that the employee is fit to work their normal duties.
- (b) The CEO may require the employee to start parental leave if the employee:
 - (i) does not give the CEO the requested medical certificate within seven days after the request; or
 - (ii) within seven days after the request for the certificate, give the CEO a medical certificate stating that the employee is unfit for work.

45.12 Transfer to a Appropriate Safe Job

- (a) Where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in their present work for a stated period (the risk period), the CEO will, if there is an appropriate safe job available and if reasonably practicable, transfer the employee to an appropriate safe job during the risk period.
- (b) An employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until commencement of parental leave.
- (c) During the risk period the employee is entitled to the employee's base rate of pay (for the position the employee was in before the transfer) for the ordinary hours that the employee works in the risk period.
- (d) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

45.13 No Appropriate Safe Job Leave (Paid / Unpaid)

- (a) Paid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

- (i) the employee is entitled to primary caregiver leave; and
- (ii) the employee has complied with the notice and evidence requirements of clause 45.8 for taking parental leave;

then the employee is entitled to paid no appropriate safe job leave for the risk period.

- (b) Unpaid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

- (i) the employee is not entitled to primary caregiver leave; and
- (ii) if required by the CEO, the employee has provided a medical certificate certifying of the pregnancy;

then the employee is entitled to unpaid no appropriate safe job leave for the risk period.

45.14 Combined Parental Leave

- (a) An employee couple (as defined in clause 45.3(g), provided each satisfies the service requirements, may elect to combine their parental leave entitlements provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three years from the commencement of the leave.

- (b) Combined Parental Leave is subject to:
- (i) compliance with all applicable notice and evidence requirements for taking parental leave under this clause;
 - (ii) the eight week partner leave entitlement (where both employees take parental leave at the same time) being used by the employee couple for a maximum of eight weeks and in accordance with partner leave provisions as set out in clause 45.7(b);
 - (iii) the balance of the combined leave being used by the member of the employee couple who has submitted a statutory declaration in which the employee has stated that they will have a responsibility for the care of the child for the total remaining unpaid leave balance;
 - (iv) a maximum of two interchanges of employees sharing the combined parental leave;
 - (v) where an employee couple combine their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, the employee shall be paid at their salary for the period of leave; and
 - (vi) both employees need to apply for and utilise parental leave.

45.15 Parental Leave at Half Pay

- (a) This clause does not apply to paid longer term partner leave under clause 45.7(d).
- (b) An employee who is entitled to paid parental leave may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.
- (c) Where an employee utilises half pay parental leave:
 - (i) leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay;
For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay.
 - (ii) salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay; and
 - (iii) the maximum period of parental leave will not be extended.

45.16 Access to Other Leave Entitlements While on Parental Leave

- (a) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.

- (b) Taking other paid leave in conjunction with parental leave:
 - (i) does not break the continuity of the period of parental leave; and
 - (ii) the maximum period of parental leave will not be extended.

45.17 Employment While on Parental Leave

- (a) NTPS employment (other than keeping in touch days)

Where the CEO agrees, an employee on unpaid parental leave may return to duty for any period with the agency, or another agency, to undertake duties for specified periods during the employee's parental leave.

- (b) Keeping in touch days

- (i) During a period of parental leave an employee may agree to attend the workplace on up to 10 separate occasions (up to one day per occasion) so as to keep in touch with developments in the workplace (for meetings and training etc.) in order to facilitate a return to employment at the end of the period of leave.

- (ii) Payment for keeping in touch days:

- A. during unpaid leave: an employee will be paid their normal salary for the days (or part days) work is performed; or
- B. during paid parental leave: an employee will be paid their normal salary for the days (or part days) work is performed and the CEO will authorise the equivalent period of paid parental leave to be re-credited.

- (iii) After considering all the circumstances, including any employment under clause 45.17(a), the CEO may approve an amount of keeping in touch days in excess of 10 days.

- (c) An employee on unpaid parental leave may only engage in outside employment in accordance with the PSEM Act.

- (d) Employment under this clause during a period of parental leave will not:

- (i) prevent the employee from re-commencing parental leave; or
- (ii) extend the maximum period of parental leave.

45.18 Consultation and Communication During Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce substantial change at the workplace, the CEO will take reasonable steps to:

- (i) make information available; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status, pay, location or responsibility level of the employee's pre-parental leave position.

- (b) The employee will take reasonable steps to inform the CEO 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 in accordance with clause 45.19(e).

45.19 Returning to Work After a Period of Parental Leave

- (a) An employee who will be, or is, the birth giver and who elects to return to work during the six weeks following the birth of their child must provide a medical certificate stating that the employee is fit for work during that period.

- (b) Returning to work early

- (i) During the period of parental leave an employee may return to work at any time as agreed between the CEO and the employee.

- (ii) A written application requesting an early return to work must be made at least:

- A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period of up to 52 weeks; or

- B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.

- (iii) Responses to the employee's request must be in accordance with clause 45.21.

- (c) Returning to work at conclusion of leave

An employee must notify the CEO in writing prior to the expiration of parental leave that the employee intends to return to work. Notice must be given at least:

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

- (ii) 12 weeks before the expiration of parental leave where the employee has been on parental leave for a period in excess of 52 weeks.

- (d) Returning to pre-parental leave position

An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an employee who:

- (i) was transferred to an appropriate safe job under clause 45.12 prior to commencing leave, to the position held immediately prior to such transfer; or

- (ii) was promoted to a new position during the period of parental leave, to the new position.

- (e) Returning to work part-time
 - (i) To assist in reconciling work and parental responsibilities, if agreed between the CEO and the employee, the employee may return to work on a part-time basis to care for the child who is of school age or younger, provided that such a request is not made less than eight weeks prior to the date that the employee is due to return to work.
 - (ii) Responses to requests will be in accordance with clause 45.21.

45.20 Extend Period of Parental Leave

Note: An employee who has initially taken three years parental leave (ie the maximum parental leave entitlement), is not entitled to extend their period of parental leave under this clause.

- (a) In this clause a reference to 'parental leave' means primary caregiver parental leave under clause 45.6 or the longer term partner leave under clause 45.7(c), whichever is applicable.
- (b) If an employee initially requested less than 12 months of parental leave they can extend their leave up to 12 months from time of commencing their leave (eg from six months to 12 months). This extension is a right and cannot be refused by the CEO if written notice of at least four weeks is given by the employee before the employee's expected return to work.
- (c) Any further extension (eg from 12 months to 18 months; from 12 months to 30 months) is by agreement between the CEO and employee, provided that:
 - (i) employees with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, cannot extend parental leave beyond 24 months after the date of birth or day of placement of their child; or
 - (ii) employees with at least 12 months continuous service at the time of commencing parental leave cannot extend parental leave beyond three years after the date of birth or day of placement of their child.
- (d) If an employee, who is eligible for up to three years parental leave, initially requested more than 12 months of parental leave, they can request an extension by giving 12 weeks notice before their expected return to work.
 - (i) If required, an employee may request one more extension up to a total of three years.
 - (ii) An employee cannot extend the period of parental leave beyond three years after the date of birth or day of placement of the child.
- (e) Responses to requests to extend parental leave under this clause will be in accordance with clause 45.21.
- (f) Any additional parental leave granted under this clause will be unpaid.

45.21 CEO's Consideration of Employee's Request

- (a) This clause applies to an employee's request to return to work early (clause 45.19(b)), work part-time (clause 45.19(e)) or extend parental leave (clause 45.20).
- (b) The CEO will consider the request and respond in writing within 21 days having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds. Reasonable business grounds include, but are not limited to:
 - (i) excessive cost of accommodating the request;
 - (ii) that there is no capacity to reorganise work arrangements of other employees to accommodate the request;
 - (iii) the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;
 - (iv) that there would be significant loss of efficiency or productivity;
 - (v) that there would be a significant negative impact on customer service.
- (c) The employee's request and the CEO's decision in respect of the request must be recorded in writing.

45.22 Replacement Employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- (b) Before a CEO engages a replacement employee the CEO must inform that person:
 - (i) of the temporary nature of the employment;
 - (ii) of the return to work rights of the employee who is being replaced; and
 - (iii) of the rights of the CEO to require the employee taking parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

45.23 Effect of Parental Leave on Service

- (a) A period of parental leave does not break an employee's continuity of service.
- (b) Subject to clause 45.23(c), any period of paid parental leave, including paid leave as a result of access to accrued entitlements under clause 45.16 will count as service.
- (c) Where any employee elects to take paid parental leave at half pay in accordance with clause 45.15, only the first one week, two weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.
- (d) Unless otherwise provided in this clause, any period of unpaid parental leave will not count as service.

45.24 Superannuation Contributions During Period of Parental Leave

- (a) This clause applies to an employee who is entitled to at least 14 weeks paid primary caregiver leave and who takes unpaid primary caregiver parental leave during the first 12 months of their parental leave period.
- (b) During the first 12 months of primary caregiver parental leave an employee will continue to receive Employer Superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, on any period of unpaid primary caregiver parental leave taken.
- (c) The maximum amount of employer superannuation contributions provided will be equivalent to the amount of employer superannuation contributions the employee would have received had the employee not been on approved primary caregiver parental leave.

46 Compassionate Leave

46.1 Relationship with By-laws

The provisions of this clause set out all entitlements in relation to compassionate leave and replace all By-law provisions relating to compassionate leave.

46.2 Except where otherwise stated in this clause, this clause does not apply to employees engaged on a casual basis.

46.3 For the purposes of this clause:

- (a) **child** means a birth, adopted, step or adult child;
- (b) **de facto partner** means:
 - (i) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (ii) includes a former de facto partner of the employee.
- (c) **immediate family** means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (d) **spouse** includes a former spouse.

- 46.4 Subject to clauses 46.6 and 46.7, in the event of the death of, or an illness or injury posing a serious threat to the life of an employee's immediate family or household member, an employee is entitled to:
- (a) three days paid compassionate leave on each occasion;
 - (b) two days unpaid compassionate leave on each occasion in the case of a casual employee; and
 - (c) the Director or their delegate may grant an additional period of unpaid compassionate leave.
- 46.5 Compassionate leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the Director or their delegate.
- 46.6 Notice Requirements
- An employee must provide the CEO with notice of the taking of leave under this clause as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
- 46.7 Documentation Requirements
- The Director or their delegate may require an employee to produce documentary evidence of the need for compassionate leave.

47 Leave in Special Circumstances

- 47.1 An employee is not entitled to leave in special circumstances as a right.
- 47.2 The Director or delegate may grant an employee leave in special circumstances on full pay for any period or periods, but any days over three working days in any year of service granted in accordance with this clause will be deducted from the employee's next recreation leave credit. Provided that the period of leave sought is not in excess of three working days, the Director or delegate will not unreasonably withhold the granting of leave.
- 47.3 Other leave
- (a) Subject to this clause, the Director or their delegate may, if satisfied that there is sufficient cause, grant an employee leave without pay.
 - (b) Leave granted pursuant to this clause will not count as service for any purpose.
 - (c) An employee will not be granted leave pursuant to this clause for the purposes of:
 - (i) engaging in employment outside the public sector, except where appropriate approval has been granted under the PSEM Act; or
 - (ii) study.
 - (d) An employee granted leave under this clause is not permitted access to accrued entitlements or any condition of service during leave without pay.

48 Long Service Leave

- 48.1 The period of long service leave that accrues to an employee is 4/10 of a month on full pay or 8/10 of a month on half pay for each completed year or fraction of a year of service.
- 48.2 With the exception of the provision of 48.1 all other conditions relating to long service leave are contained in By-law 8. Provided that, a current employee will not be disadvantaged by the operation of this clause.
- 48.3 Salary for the purpose of long service includes an employee's annual salary if the employee or their dependents remain in the Northern Territory during the period of leave, the NTA, and any other allowance to which the employee was entitled at the commencement of their long service leave and which, in the opinion of the Director or their delegate, should continue to be paid.
- 48.4 For the purposes of By-law 8, the minimum period of long service leave an employee may be granted is seven calendar days.

PART 5 RECRUITMENT, PROMOTION AND DEVELOPMENT

49 Recruitment, Promotion and Lateral Entry

- 49.1 The recruitment, promotion and appointment of employees by the NTFRS will be conducted in accordance with PSEM Act which provide for recruitment, promotion and appointment based on the merit principle. The merit principle is defined at clause 5C of the PSEM Act.
- 49.2 Fixed period and ongoing vacancies that require filling must be advertised within the NTFRS in the first instance. Track station vacancies may be advertised for a fixed period.
- 49.3 The recruitment of non-NTFRS persons to operational Firefighter positions (other than recruit Firefighter positions) will occur pursuant to clauses 49.1 and 49.2.
- 49.4 All recruitment/selection outcomes will be published in the *Fire Gazette*.
- 49.5 All members of a selection panel will have undertaken the NTPS recruitment and selection training.

50 Accelerated Recruitment Program

- 50.1 An Accelerated Recruitment Program (ARP) allows for trained and experienced firefighters to be appointed to NTFRS at the rank of Firefighter Class D without the requirement to undertake the NTFRS Recruit Course.
- 50.2 In order to be appointed to the NTFRS, ARP applicants must:
 - (a) have attained a minimum of Certificate III that satisfies the Public Safety Training Package competencies for firefighting;
 - (b) have served at least one year in a recognised urban fire service;
 - (c) satisfy the requirements of the psychological testing for Firefighters;
 - (d) satisfy the requirements of a full pre-employment medical examination;

- (e) satisfy the requirements of an NT Police criminal history and probity check;
 - (f) satisfy the required standard of physical fitness; and
 - (g) satisfy the requirements of a challenge test
 - (h) possess a minimum Medium Rigid (MR) licence
- 50.3 ARP applicants will be required to undergo a challenge test to confirm currency of skills and aptitude. The format and content of the challenge tests will be determined by the Manager Training and Development (or equivalent at the time), the Chief Fire Officer and a union representative. The panel overseeing the challenge test will include a union representative.
- 50.4 All ARP appointees must successfully complete a training course consisting of learning theory and practical training, as determined by Training and Development Command.
- 50.5 ARP appointees who exceed the minimum competencies of a Firefighter Class D may be recommended for appointment at a higher rank, up to a Firefighter Class A. In the event this occurs, any future progression will be in accordance with the approved NTFRS Firefighter Career Path in place at the time.
- 50.6 ARP appointees will be on probation for 12 months and will successfully complete all competencies as defined in the career path during this time.
- 50.7 ARP appointees will be located in either Alice Springs or Darwin, depending on operational requirements at the time of appointment.
- 50.8 All employees appointed in accordance with this clause must undergo an induction process to familiarise themselves with the NTFRS equipment, Policies and Procedures.

51 Difficult to Fill Vacancies

- 51.1 This clause applies to Leading Firefighter positions at Track Stations and all positions at the rank of Station Officer and above (up to and including District Officers). It does not apply to positions defined as 10/14 shift work positions for Station Officers or Senior Station Officers.
- 51.2 A position will be declared difficult to fill after:
- (a) internal recruitment action has been undertaken; and
 - (b) the internal recruitment action does not attract any suitable internal applicants.
- 51.3 Once a position has been declared difficult to fill, external advertising will take place for a period not less than two weeks.
- 51.4 An NTFRS employee who subsequently applies for the vacant position when advertised externally will be required to compete equally with external applicants.

- 51.5 In order for an appointment to be made to a difficult to fill vacancy, an applicant must:
- (a) meet all essential selection criteria, including holding the current qualifications, permits, and/or licenses required for the position;
 - (b) have attained their skills, knowledge and experience in a recognised urban fire service;
 - (c) demonstrate, at a minimum, current skills, knowledge and experience to satisfy the Public Safety Training Package competencies for firefighting and other emergency incident operations equivalent or superior to those of equally ranked employee within NTFRS;
 - (d) satisfy the required standard of physical fitness;
 - (e) satisfy the requirements of the psychological testing for Firefighters;
 - (f) satisfy the requirements of a full pre-employment medical examination;
 - (g) satisfy the requirements of a challenge test;
 - (h) satisfy the requirements of an NT Police criminal history and probity check; and
 - (i) two years service with a recognised urban Fire Service
- 51.6 Applicants will undertake a challenge test to confirm currency of skills and aptitude. The format and content of a challenge test will be determined by the Manager Training and Development (or equivalent at the time), the Chief Fire Officer and a union representative. The panel overseeing the challenge test will include a union representative.
- 51.7 Appointees under this section will remain on probation for a period of 12 months.
- 51.8 After appointment, any future progression through the ranks of the NTFRS will be in accordance with the approved NTFRS Firefighter Career Path in place at the time, or the relevant recruitment and promotion processes contained to this agreement.

52 Training and Development

- 52.1 The parties continue to adopt the approved PSTP system for the NTFRS as the standard for both personal development and career progression for all ranks.
- (a) The parties acknowledge the critical role training has in developmental opportunities in the NTFRS.
 - (b) The training needs of an employee will be met through the application of the PSTP competencies and other recognised leadership or developmental programs.
 - (c) An employee's training needs will be progressively assessed to meet the PSTP requirements.
 - (d) The review of an employee's training needs will be conducted annually using their personal development plan.

- (e) A review committee will meet annually to determine the effectiveness of the training program. The committee will include employee representatives, management and Training and Development staff.
- 52.2 The parties agree that training and staff development will be:
 - (a) planned and budgeted for;
 - (b) relevant to the stated outcomes in the NTPFES agency Strategic Plan and the NTFRS Training Plan; and
 - (c) an important component of increased productivity and continuous improvement throughout the NTFRS.
- 52.3 The Director or their delegate may direct an employee to carry out such duties (including drills and training) as are within the limits of the employee's skills, competence and training, consistent with the classification structure of this Agreement; provided that, such duties are not designed to promote de-skilling.
- 52.4 The Director or their delegate may direct an employee to carry out such duties and use such tools, equipment and/or techniques as may be required provided that the employee has been properly trained in the use of such tools, equipment and/or techniques.
- 52.5 The Director or their delegate may direct an employee to undertake refresher training relevant to the employee's rank and position in respect of:
 - (a) appliance driving and operation;
 - (b) firefighting and rescue skills and techniques;
 - (c) operation and maintenance of personal protective equipment (breathing apparatus, protective suits, etc.), detection devices, and rescue equipment; or
 - (d) specialist functions relevant to that employee's current duties.
- 53 Career Path for Leading Firefighters, Station Officers and Senior Station Officers**
- 53.1 A career path for Leading Firefighters, Station Officers, Senior Station Officers and District Officers will be developed by the parties.
- 54 District Officer Development**
- 54.1 Career development for District Officers is a joint responsibility between the NTFRS and the individual officer. The NTFRS is committed to the ongoing career and personal development of all employees.
- 54.2 Opportunities for an officer's development will be negotiated on a case by case basis depending on the aspirations of the officer concerned and the requirements of the NTFRS. Career development opportunities and will be recorded in the officer's Personal Development Plan.

PART 6 TRANSFERS

55 Transfer Between Shifts and Centres

55.1 Employee Voluntary Transfer

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

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

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

55.2 Compulsory Transfers

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

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

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

- (iii) it's intended that an employee on the completion of the period of transfer will be returned to shift duty or day duty, as the case may be, if the employee concerned so requests. Where the Director or their delegate believes that this is not appropriate, prompt consultation will take place with the employee concerned and with the employee representative if the employee so requests, prior to the expiration of the period of transfer; and
 - (iv) the Director or their delegate will provide written notice of not less than three months prior to the transfer. The notification will include the reason for the transfer and an indication of the duration. The three months notification period may be waived with the full agreement of the employee being transferred; and
 - (v) an employee may appeal to the Commissioner under the PSEM Act in writing setting out the grounds for their appeal; and
 - (vi) any employee who is the subject of a transfer within the meaning of this clause, will not be transferred again for a period of two years. The two years may be waived with the agreement of the employee concerned.
- (d) Unforeseen Circumstances

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

56 Transfer Expenses Between Centres

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

57 Allowances for Transfer Expenses

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

PART 7 GENERAL CONDITIONS

58 Track Stations

58.1 The following locations are designated as Track Stations:

- (a) Nhulunbuy
- (b) Jabiru
- (c) Katherine
- (d) Tennant Creek
- (e) Yulara

- 58.2 An employee based in a Track Station will be provided with housing of a reasonable standard. A Track Station employee, with the exception of an employee based in Katherine, will receive NTPS remote locality benefits where eligible, including subsidy for electricity consistent with the NTPS (clause 27) and Fares Out of Isolated Localities or as determined by PSEM Act.
- 58.3 Rank – Station Officers Undertaking Track Station Duty
- (a) The Officer in Charge of a Track Station holds the rank of Station Officer.
 - (b) As an attraction and retention initiative, and as an Office in Charge Allowance for the duration of the Track Station posting, the Station Officer will be paid an allowance of the difference between the Senior Station Officer rate and the Station Officer rate.
 - (c) The Officer in Charge allowance will count as salary for all purposes.
- 58.4 Rank - Leading Firefighter undertaking Track Station Duty
- (a) A Leading Firefighter at a Track Station will be paid an Attraction and Retention Allowance of the difference between the Station Officer rate and the Leading Firefighter rate.
 - (b) The allowance will be paid on all forms of paid leave except Long Service Leave. The allowance will be paid on Long Service Leave where a Leading Firefighter has served a minimum of five years continuous service at a Track Station.
 - (c) The allowance will not be paid where a Leading Firefighter at a Track Station is acting as Officer in Charge of a Track Station and receives the Officer in Charge Allowance.
 - (d) The allowance is in recognition of:
 - (i) performing additional duties;
 - (ii) restrictive duty payment provided for under By-law 38; and
 - (iii) paid meal breaks,but does not include overtime payments associated with call outs.
- 58.5 Arrangements for Two Employee Track Stations
- (a) Where a Track Station has two employees, the second employee will be a Leading Firefighter.
 - (b) When relieving the Station Officer (OIC) at a Track Station, the Leading Firefighter will be paid at the Officer in Charge rate.

59 Minimum Staffing Levels of Appliances

59.1 For the life of this Agreement, the minimum staffing of appliances for:

- (a) Darwin, Palmerston, Marrara and Berrimah Fire Stations will be 22, plus a Watch Commander; and
- (b) Alice Springs Fire Station will be six.

59.2 Should it be found that the current standard operating procedures do not address emerging trends and requirements of the NTFRS, the NTFRS agrees to consult employees and the recognised parties in the development of suitable standard operating procedures for the staffing of appliances.

60 Facilities

60.1 In order to provide and maintain a healthy and safe workplace, the NTFRS will provide an employee who wishes to use NTFRS provided fitness and gym equipment with appropriate training to ensure that they have suitable instruction in the correct use of the equipment supplied.

60.2 Upon satisfactory completion of training, the employee is required to agree to the conditions of use for the equipment. An employee is not permitted to use the equipment without satisfying the NTFRS that they are both capable of safely using the equipment and are medically fit to use the equipment.

60.3 The NTFRS will properly maintain and, where necessary, replace the fitness and gym equipment.

60.4 Eating facilities will be provided at each Station and will include a stove and some other facility for heating food (e.g. oven, microwave oven), a sink, cupboards and refrigerator.

60.5 Hot showers will be installed at each Station and will be available at all times to the employees on duty.

60.6 A clothes dryer and a washing machine will be provided at each Station, at no cost to employees.

61 Work Life Balance

61.1 Work Life Balance Initiatives

The NTFRS is committed to providing an employee with flexibility to assist in balancing their work and life commitments. The following initiatives may be accessed by all employees, except casual employees:

- (a) flexible working hours;
- (b) home-based work (for day duty employees);
- (c) job sharing;
- (d) part-time work;
- (e) career breaks;

- (f) part-year employment; and
- (g) short term absences for family and community responsibilities.

61.2 General Principles in Relation to Work Life Balance Initiatives

When considering applications from an employee wishing to access the initiatives specified in clause 61.1, the Director or their delegate must ensure that:

- (a) NTFRS operational requirements are met and services to the public are not disrupted; and
- (b) the employee fulfils the criteria outlined in this clause; and
- (c) fair and reasonable consideration is given to employee applications; and
- (d) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other employees.

61.3 The Director or their delegate must provide written reasons for a decision where an employee's application is refused.

61.4 The Director or their delegate may establish internal procedures for assessing an employee's application which must not be inconsistent with the provisions of this clause.

61.5 An employee accessing the initiatives provided under this clause will continue to have the same opportunities in relation to access to training and development, information and meetings, as other employees.

61.6 An employee accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act and clause 19 of the Employment Instruction 12 (NTPS Code of Conduct).

61.7 In addition to the general principles contained in this clause, access to the initiatives above must be in accordance with any relevant workplace agreement provisions, guidelines or policies.

61.8 Right to Request Flexible Work Arrangements

- (a) In accordance with the FW Act, where an employee, including an eligible casual employee, is making a request to change their working arrangements because certain circumstances, as set out in clause 61.8(b)(ii) below, apply to them and the employee would like to change their working arrangements because of those circumstances, the requirements of this clause will apply.
- (b) The following are the circumstances, the employee:
 - (i) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (ii) is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (iii) has a disability;
 - (iv) is 55 or older;

- (v) is experiencing violence from a member of the employee's family;
 - (vi) provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- (c) The employee's request must:
 - (i) be in writing; and
 - (ii) set out details of the change sought and the reasons for the request.
- (d) The CEO must:
 - (i) give the employee a written response to the request within 21 days, stating whether the CEO grants or refused the request;
 - (ii) only refuse the request on reasonable business grounds as set out in clause 61.8(e); and
 - (iii) if the request is refused, provide details of the reasons for the refusal.
- (e) For the purposes of clause 61.8(d)(ii) reasonable business grounds includes, but are not limited to:
 - (i) that the new working arrangements would be too costly for the employer;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - (iv) that there is likely to be a significant loss in efficiency or productivity;
 - (v) that there is likely to be a significant negative impact on customer service.
- (f) An **eligible casual employee** is defined under the Parental Leave provisions of this Agreement (clause 45.3(f)).

PART 8 PROCEDURAL MATTERS

62 Work Health and Safety

- 62.1 The parties to this Agreement are committed to achieving and maintaining a safe and healthy work environment, and to ensuring compliance with the requirements of the *Work Health and Safety (National Uniform Legislation) Act*.
- 62.2 The Director acknowledges the commitment to achieve and maintain a safe and healthy work environment and will take all reasonably practicable measures to prevent accidents and injuries in the workplace, and to promote the health, safety and welfare of employees.

- 62.3 An employee must take all reasonably practicable steps to ensure their own safety while at work, and to ensure that no action or inaction while at work causes harm to any other person.

63 Commitment to Support and Wellbeing

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

64 Medical and Health Monitoring

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

PART 9 FUTURE DIRECTIONS AND ONGOING CONSULTATION

65 Management of Change

- 65.1 This clause applies if the CEO has developed a proposal for major change to production, program, organisation, structure or technology in relation to the NTFRS that is likely to have a significant effect on the employees.
- 65.2 The CEO must notify and consult with the relevant employees and the Union about the proposal to introduce the major change.
- 65.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 65.4 As soon as practicable after proposing to introduce the change, the CEO must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and

- (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees; and
 - (c) provide an opportunity for employees and employee representatives, to put forward views, comments and suggestions on the matters including the opportunity to meet with employee representatives
 - (d) give prompt and genuine consideration to views, comments and suggestions submitted; and
 - (e) advise employees and employee representatives of final decisions, explaining how the views expressed by employees and employee representative were taken into account.
- 65.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 65.6 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the NTFRS, the requirements set out in clauses 65.2, 65.3 and 65.5 are taken not to apply.
- 65.7 In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 65.8 In this clause:
- relevant employees*** means the employees who may be affected by a change

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

- 66.1 This clause applies subject to clauses 30.1 , 31.1 and 32.8.
- 66.2 The CEO must notify and consult with employees in relation to a proposed change to their regular roster or ordinary hours of work.
- 66.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 66.4 As soon as practicable after proposing to introduce the change, the CEO must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the CEO reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the CEO reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 66.5 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 66.6 The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 66.7 In this clause:

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

67 Public Sector Consultative Council (PSCC)

- 67.1 The parties to this Agreement agree to utilise the PSCC established under the PSEM Act.
- 67.2 The function of the PSCC is to consider matters of general interest in relation to the NTPS, which may include matters arising out of or in connection with this Agreement, that are referred to it by the Commissioner, and to make reports and recommendations on those matters to the Commissioner.
- 67.3 In the case of a matter referred to it, the PSCC will consider the necessary action required to address the issue, along with appropriate processes to implement such action.
- 67.4 Progress reports in relation to action referred to in clause 67.2 will be provided at PSCC meetings, so that the PSCC is kept adequately informed of, and is able to deal with the particular matter, as effectively and efficiently as possible.

- 67.5 On the finalisation of the action referred to in clause 67.2, the PSCC will consider all relevant issues and report on the particular matter. Any recommendations made by the PSCC in relation to the particular matter will be provided to the Commissioner, in writing, for consideration.
- 67.6 The Commissioner will advise the PSCC in writing of the outcomes of said consideration.
- 67.7 Matters for the PSCC must be referred through the Commissioner under the provisions of the PSEM Act.

68 Redeployment and Redundancy

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

69 Individual Flexibility Arrangements

- 69.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the arrangement:
- (a) deals with one or more of the following matters of this Agreement:
 - (i) arrangements about when work is performed;
 - (ii) payment for overtime taken as pay or time off in lieu of payment.
 - (b) meets the genuine needs of the employee and employer;
 - (c) is genuinely agreed to by the CEO and employee;
 - (d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;
 - (e) does not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - (f) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 69.2 The CEO must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (c) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (d) states the period of operation of the arrangement.

- 69.3 To take effect, the individual flexibility arrangement must be approved by the Commissioner and implemented via a Determination or other appropriate instrument and the CEO must give the employee a copy of the Determination or other appropriate instrument within 14 days of the Commissioner's approval.
- 69.4 The Commissioner will not approve an individual flexibility arrangement unless the Commissioner is satisfied that the requirements of this clause have been met.
- 69.5 The CEO or employee may terminate the individual flexibility arrangement:
- (a) by giving not more than 28 days written notice to the other party to the arrangement; or
 - (b) if the CEO and employee agree in writing - at any time.
- 69.6 An employee may choose to be represented by their nominated representative in relation to the development and implementation of individual flexible arrangements under this clause.

70 Security of Employment

- 70.1 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within the NTPS, the parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.
- 70.2 The Commissioner supports certainty of employment through the appropriate application of the merit principle. The use of higher duties, fixed period employment and casual employment arrangements in the NTPS are appropriate in certain circumstances.

71 Recovery of Overpayments and Relocation Costs on Cessation of Employment

- 71.1 Where an employee, who has a financial debt to the Northern Territory Government in relation to their employment (e.g. overpayment of salary and/or allowances), ceases employment before the debt is fully recovered, the balance of the debt owing may, unless otherwise agreed by the CEO, be offset against any final payments due as a result of the cessation of employment.

72 Preserved Entitlements

- 72.1 Allowance for Reimbursement of Fares on Leave and Travelling Time
- (a) Subject to the provisions contained in By-laws 30, 32, 33, 34, 35, 46, 47 and 48, where an employee, who is permanently stationed in the Northern Territory, travels during leave of absence away from the district or place where they are stationed, the Director or their delegate will grant the employee and their dependents an allowance equivalent to a return economy class airfare for travel by the most direct route between their Station and a capital city, or destination of lesser distance.

- (b) Notwithstanding the provisions of clause 72.1(a) an employee who, prior to 1 January 1983, held the rank of Divisional Commander, District Officer, Station Officer, Senior Firefighter or Firefighter, is entitled to payment of fares on recreation leave for themselves, their spouse and dependents, in respect of each completed two years of service from the date they commence their service in the NTFRS, provided that:
 - (i) their spouse or dependents do not have an entitlement to recreation leave fares as a condition of service, or receive fares on recreation leave from another service; and
 - (ii) an employee claiming fares on recreation leave for their spouse or dependents on the basis of fulfilling the provisions of clause 72.1(a) will concurrently provide the Director or their delegate with a statutory declaration or other certification acceptable to the Director or their delegate, stating that those spouse and/or dependent(s) are not entitled to or in receipt of a fare(s) from another source.
- (c) An employee, who has completed their first year of service and has been appointed to the NTFRS on an ongoing basis, may draw their recreation leave fares on their first entitlement for recreation leave. If an employee exercises this option, their next entitlement to payment of fares will occur two years after the date of appointment to the NTFRS.
- (d) An employee who is entitled to fares on recreation leave in accordance with the provisions of clause 72.1(b), and whose circumstances change with regard to their entitlements to fares for their spouse and dependents under clause 72.1(b) will, from the date of those changed circumstances, be entitled to fares on recreation leave in accordance with the provisions of clause 72.1(a) and will, from that date, no longer have any entitlement to the provisions of clause 72.1(b).
- (e) For the purposes of clause 72.1(d) changed circumstances includes:
 - (i) where an employee who is married or is living in a de facto relationship becomes legally separated or divorced from their spouse or de facto spouse; or
 - (ii) where an employee is single but later becomes married or enters into a de facto relationship; or
 - (iii) where the employee's spouse and/or dependent(s) no longer receives or is entitled to a fare(s) on recreation leave through another source.
- (f) Notwithstanding the provisions of clauses 72.1(a), 72.1(b), 72.1(c) and 72.1(d), an employee recruited on or after 1 August 1987 is not entitled to:
 - (i) an on-appointment airfare; or
 - (ii) travelling time taken in conjunction with this airfare; or
 - (iii) any reimbursement for fares on leave and travelling time.

72.2 Allowance for Removal Expenses on Death or Retirement

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

72.3 Northern Territory Allowance (NTA)

72.4 An employee in receipt of Northern Territory Allowance on the day prior to the commencement of this Agreement will be eligible to continue to receive the allowance as per PSEM By-law 26 and By-law 49, subject to satisfying the annual review requirements.

72.5 Where an employee who is eligible to receive the allowance under 72.4 ceases eligibility to the allowance, they shall not be eligible to recommence claiming the allowance for any future dependency purpose.

73 Review of Day Command and Track Stations

73.1 A review of Day Command and a review of Track Stations will be conducted and completed by 12 November 2020.

73.2 The review will be conducted in conjunction with the union.

73.3 The elements of the reviews will include, but not limited to:

- (a) allowances;
- (b) hours of duty; and
- (c) qualifications.

73.4 There will be no changes to Day Command or Track Stations conditions of employment unless agreed by the union, the Commissioner and NTPFES.

**SIGNATORIES to the Northern Territory Public Sector Fire and Rescue Service 2017 - 2021
Enterprise Agreement**

SIGNATURES



Craig Allen

Commissioner for Public Employment
Office of the Commissioner for Public Employment

Address: GPO Box 4371
DARWIN NT 0801

Dated: 16 April 2019



Erina Early

Northern Territory Branch Secretary
United Voice

Address: 38 Wood Street
DARWIN NT 0801

Bargaining Representative of NTPS Fire Fighters

Dated: 16/4/19

Schedule 1

Northern Territory Public Sector

Redeployment and Redundancy Provisions

1 Definitions

For the purposes of these provisions:

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

2 Consulting Relevant Unions

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

3 Finding of Other Suitable Employment

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

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

4 Voluntary Retrenchment

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

- 4.7 The inclusion of allowances or loadings as salary, other than those specified in clause 4.6 will be at the discretion of the employer.
- 4.8 The entitlement under:
- (a) clause 4.3 constitutes notice for the purposes of section 117 of the FW Act; and
 - (b) clause 4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.
- 4.9 All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- 4.10 Subject to clause 4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.
- 4.11 A surplus employee who has a leave airfare entitlement under clause 72.1, is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependants. This entitlement is in lieu of removal and relocation expenses in clause 4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

5 Notice of Redundancy

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

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

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

6 Transfer to Other Suitable Employment

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

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

7 Use of Accrued Personal Leave

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

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

8 Right of Review

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

9 Substitution or Other Provisions

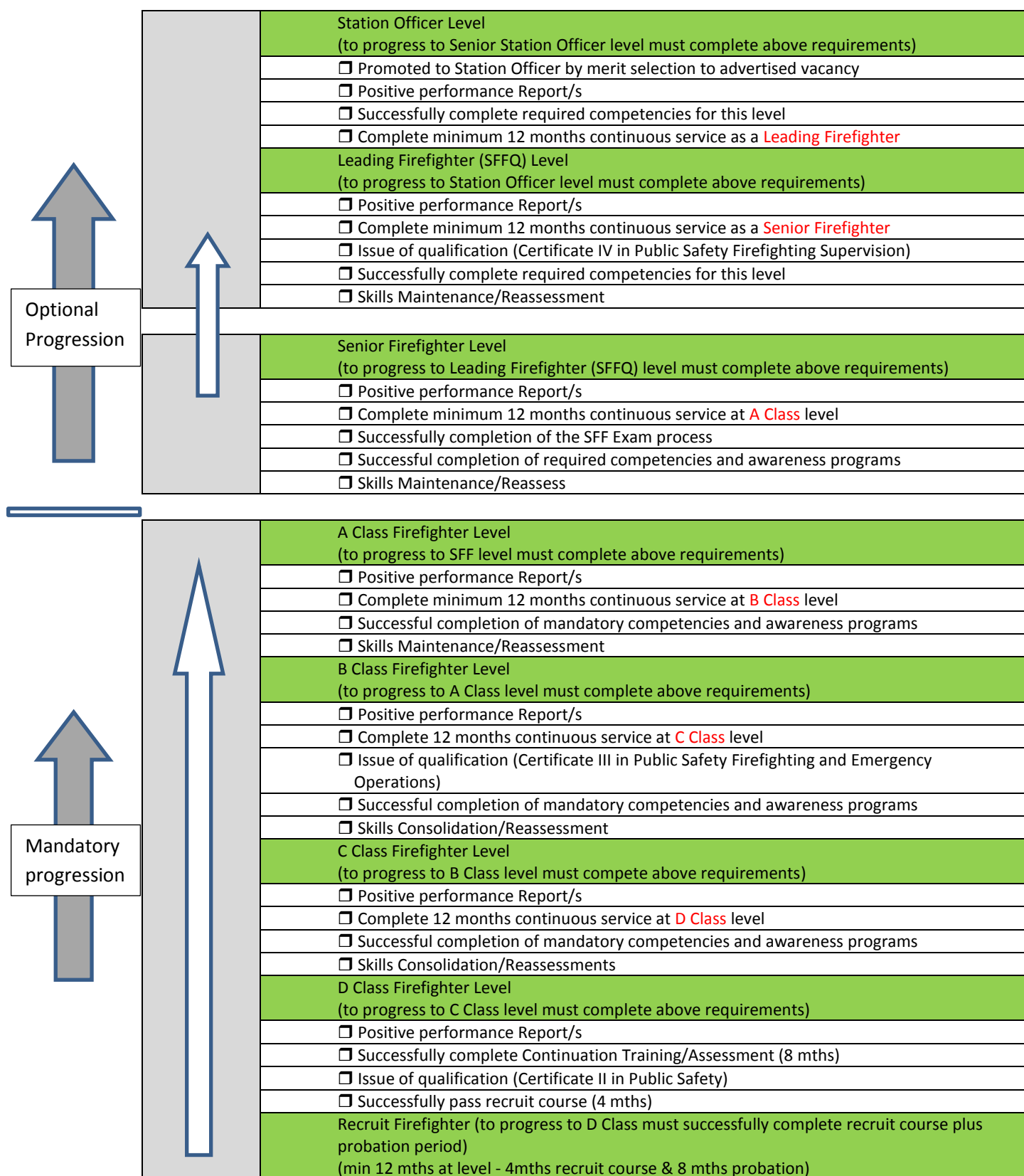
Where the employer and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to a potentially surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

10 Exemption

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

Schedule 2

NTFRS Career Path – Firefighter to Station Officer



Schedule 3

Salaries and Allowances

Designation	Old Salary rates effective 17.11.16 \$p.a.	Salary rates effective 16.11.17 \$p.a.	Salary rates effective 15.11.18 \$p.a.	Salary rates effective 14.11.19 \$ p.a.	Salary rates effective 12.11.20 \$ p.a.
District Officer	123,672	126,764	129,933	133,181	137,176
Senior Station Officer	107,182	109,862	112,609	115,424	118,887
Station Officer	98,938	101,411	103,946	106,545	109,741
Leading Firefighter	90,693	92,960	95,284	97,666	100,596
Senior Firefighter	86,569	88,733	90,951	93,225	96,022
Firefighter Class A	82,447	84,508	86,621	88,787	91,451
Firefighter Class B	80,798	82,818	84,888	87,010	89,620
Firefighter Class C	71,730	73,523	75,361	77,245	79,562
Firefighter Class D	70,080	71,832	73,628	75,469	77,733
Recruit Firefighter – next 8 months	67,609	69,299	71,031	72,807	74,991
Recruit Firefighter – first 4 months	64,310	65,918	67,566	69,255	71,333

Allowance	Clause		Old Rates Effective 17.11.16	Rates Effective 16.11.17	Rates Effective 15.11.18	Rates Effective 14.11.19	Rates Effective 12.11.20
First Aid Allowance	18	p.w.	18.94	19.41	19.90	20.40	21.01
Outstation Relief Allowance	16.2	p.w.	38.37	39.33	40.31	41.32	42.56
Unforeseen Short Period Transfer Allowance	17.1(a)	p.w.	38.37	39.33	40.31	41.32	42.56
Instructor Allowances							
With Cert IV							
Up to one year service as an instructor	19.1(a)(i)	p.a.	4,093	4,195	4,300	4,408	4,540
One to two years service as an instructor	19.1(a)(ii)	p.a.	5,372	5,506	5,644	5,785	5,959
Over two years service as an instructor	19.1(a)(iii)	p.a.	7,929	8,127	8,330	8,538	8,794
Without Cert IV	19.1(b)	p.a.	2,688	2,755	2,824	2,895	2,982
Temporary Instructors Allowance	19.1(c)	p.h.	2.04	2.09	2.14	2.19	2.26
Other Allowances							
Urban Search and Rescue Allowance	20	p.a.	3,812	3,907	4,005	4,105	4,228
Major Aerial Appliance Operators Allowance	21	p.a.	1,557	1,596	1,636	1,677	1,727
Breathing Apparatus Maintenance Allowance	22	p.a.	1,645	1,686	1,728	1,771	1,824
Fire Investigator Allowance	23	p.a.	7,101	7,279	7,461	7,648	7,877
Industrial Paramedic Instructor Allowance	24	p.a.	2,388	2,448	2,509	2,572	2,649

Expense Related Allowance	Clause	Frequency	Rates Effective 01.01.19 \$
Meal Allowance	14	Per day	21.70
Remote Locality Electricity Subsidy	27	Per annum	
Basic Entitlement			
Special Category		p.a.	697
Category 1		p.a.	1392
Category 2		p.a.	2090
Category 3		p.a.	2787
Dependant/ After-Hours Rate			
Special Category		p.a.	871
Category 1		p.a.	1742
Category 2		p.a.	2613
Category 3		p.a.	3485

Note:

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



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Northern Territory Commissioner for Public Employment
(AG2019/1294)

NORTHERN TERRITORY PUBLIC SECTOR FIRE AND RESCUE SERVICE 2017-2021 ENTERPRISE AGREEMENT

Northern Territory

DEPUTY PRESIDENT KOVACIC

CANBERRA, 28 JUNE 2019

*Application for approval of the Northern Territory Public Sector Fire and Rescue Service
2017-2021 Enterprise Agreement.*

[1] An application has been made for approval of an enterprise agreement known as the *Northern Territory Public Sector Fire and Rescue Service 2017-2021 Enterprise Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Northern Territory Commissioner for Public Employment. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] United Voice, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 July 2019. The nominal expiry date of the Agreement is 7 November 2021.



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