

- 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.

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

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.

