

# **Northern Territory Public Sector Educators' 2024 – 2027 Enterprise Agreement**

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## Part 1 Application and Operation of Agreement

### 1. Title

This Agreement will be called the Northern Territory Public Sector Educators' 2024 - 2027 Enterprise Agreement.

### 2. National Employment Standards

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

### 3. Coverage

This Agreement covers:

- (a) the Commissioner for Public Employment for the Northern Territory;
- (b) the employees in the classifications listed in Schedule 4 of this Agreement, being:
  - (i) Aboriginal Team Teachers;
  - (ii) Authorised Persons;
  - (iii) Classroom Teachers;
  - (iv) Senior Teachers; and
  - (v) Principals;
- (c) the Australian Education Union – Northern Territory Branch.

*Note: this Agreement does not cover Principals employed on Executive Contracts of Employment.*

### 4. Definitions

#### 4.1 In this Agreement:

- (a) **Agency** means an agency as defined in the PSEM Act;
- (b) **Agreement** means the Northern Territory Public Sector Educators 2024 - 2027 Enterprise Agreement;
- (c) **AITSL** means Australian Institute for Teaching and School Leadership;
- (d) **Aboriginal Team Teacher** means an employee of Aboriginal or Torres Strait Islander descent who is employed in a team teaching capacity in an education institution, in a school, or a Homeland Learning Centre, in all regions and locations across the Northern Territory;

- (e) **Authorised Persons** means an employed employed in accordance with Part 5 of the *Teacher Registration (Northern Territory) Act 2004*;
- (f) **By-laws** means the Public Sector Employment and Management By-laws;
- (g) **CEO** means Chief Executive Officer of the Department of Education;
- (h) **Child** means a child of a person, including a child by birth, an adopted child or step-child. It does not matter whether the child is an adult;
- (i) **Classroom Teacher** means an employee with a recognised teaching qualification;
- (j) **Commissioner** means the Commissioner for Public Employment for the Northern Territory;
- (k) **Compulsory Transferee** means an employee who was compulsorily transferred to:
  - (i) the Northern Territory Public Service from:
    - A. the Commonwealth Public Service; or
    - B. the former Northern Territory Public Service;

under the provisions of section 38 or 40 of Part IV of the *Public Service Act 1976*; or
  - (ii) the Northern Territory Teaching Service from the Commonwealth Teaching Service; under provisions of section 54 of Part IV of the *Teaching Service Act 1981*;
- (l) **Continuity of Service** means the period for which an employee has performed duty including approved periods of paid leave and periods of unpaid leave which have been specified as counting as service for all purposes. It does not include unauthorised absences;
- (m) **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;
- (n) **Department** means the Department of Education;
- (o) **Dependant or Dependants** in relation to an employee means, unless otherwise specified in a clause or schedule to this Agreement:
  - (i) the spouse (including de facto partner) of the employee; or

- (ii) a child or parent of the employee, or of the spouse (including de facto partner) of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee; and
- (iii) who are not in receipt of income from any other source exceeding the weekly minimum adult wage as determined by the Commissioner;
- (p) **Determination** means an instrument issued by the Commissioner pursuant to section 14 of the PSEM Act;
- (q) **Education Consultative Committee** means the committee established in Schedule 3;
- (r) **Employee** or **Employees** means an employee of the Northern Territory Public Sector employed under the PSEM Act and holding a classification as specified in Schedule 4;
- (s) **Employer** means the Commissioner for Public Employment;
- (t) **Employment Instruction** means rules made by the Commissioner in accordance with section 16 of the PSEM Act;
- (u) **Expense-Related Allowance** means an allowance paid to an employee to offset costs incurred in the course of an employee's duties;
- (v) **FW Act** means the *Fair Work Act 2009* and the *Fair Work Regulations 2009* as amended from time to time depending on the context;
- (w) **FWC** means Fair Work Commission;
- (x) **Graduate Teachers** means a teacher who is in their first year of teaching after attaining their teaching qualifications;
- (y) **Immediate Family** means:
  - (i) a spouse, de facto, child, parent, grandparent, grandchild, or sibling of the employee; or
  - (ii) child, parent, grandparent, grandchild, or sibling of a spouse or de facto partner of the employee;
- (z) **Income-Related Allowance** means an allowance paid to an employee as part of the employee's salary;
- (aa) **Medical Certificate** means a certificate signed by a registered health practitioner;
- (bb) **National Employment Standards** is a reference to the statutory minimum employment standards that apply to the employment of employees, which cannot be displaced in an enterprise agreement that are provided in Part 2-2 of Chapter 2 of the FW Act;

- (cc) **NES** means the National Employment Standards;
- (dd) **NTPS** means the Northern Territory Public Sector;
- (ee) **Office-Based Conditions** means terms and conditions associated with an employee who holds a classification listed in Schedule 4 and who does not work in a teaching capacity and is not normally based in a school environment;
- (ff) **Parties** means the parties listed in clause 3;
- (gg) **Personal Leave Year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;
- (hh) **Principal** means an employee who is classified PLO1 to PLO7 whose duties primarily include the strategic and operational leadership of a Northern Territory Government School;
- (ii) **PSCC** means the Public Sector Consultative Council established under section 64 of the PSEM Act;
- (jj) **PSEM Act** means the *Public Sector Employment and Management Act 1993* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations, as varied from time to time, made under that Act;
- (kk) **Reasonable Business Grounds** means, but are not limited to:
  - (i) excessive costs of accommodating the request;
  - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the request;
  - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
  - (iv) that there is likely to be a significant loss in efficiency or productivity; or
  - (v) that there is likely to be a significant negative impact on client service;

*Note: the above definition matches the “reasonable business grounds” definition contained in the Fair Work Act.*
- (ll) **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);
- (mm) **Relief Teacher** means a teacher employed on a casual basis, as prescribed in clause 30, who is engaged as and when required to perform general teaching duties;

- (nn) **School-Based Conditions** means terms and conditions associated with an employee engaged in a teaching capacity in a school environment;
- (oo) **Senior Teacher** means a teacher in a senior leadership position which includes educational administrative duties;
- (pp) **Spouse** means a former spouse, de facto partner and former de facto partner;
- (qq) **Stand Down** means those periods of non-term time when schools are otherwise not open to accept students; and employees are not required to attend the workplace; or have not been directed to use their accrued recreation leave; subject to the needs of the employer with regards to professional development, student free days and other activities that would require employees to attend the workplace;
- (rr) **Teachers** means Authorised Persons, Classroom Teachers (CT levels 1 to 9), and Senior Teachers (ST levels 1 to 8) who perform teaching and learning support and education related tasks in schools and education offices;
- (ss) **Teaching Capacity** means employees employed in schools who have a teaching load, who work with students and who are responsible for the delivery of an educational program and the assessment of individual student progress and associated school reports required as part that program;
- (tt) **Teaching Principal** means a principal who has timetabled lessons in which students are instructed;
- (uu) **TRG** means the agreed publication *Teacher Responsibilities: A Guide for Teachers and School Leaders in NT Government Schools* as varied from time to time;
- (vv) **12 Months Post-Qualification Experience** for the purposes of sub-clause 37.4 - classroom teachers is the equivalent of 180 teaching days;
- (ww) **Union** means the Australian Education Union – Northern Territory Branch;
- (xx) **Union Representative** means an employee elected by the members of the Union in the employee’s workplace as a representative of the Union; or an employee appointed by the Union as a representative.

4.2 In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa.

## 5. Period of Operation

5.1 This Agreement will come into effect seven days after approval from the FWC and will remain in force until 31 December 2027.

## 6. Variation of the PSEM Act

6.1 The parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment.

- 6.2 This Agreement will be read in conjunction with the PSEM Act 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 and Determinations will not be unilaterally varied without consultation and agreement 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. No Extra Claims**

- 7.1 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.
- 7.2 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.

## **8. Negotiations for a Replacement Agreement**

Negotiations to replace this Agreement will commence four months prior to the expiry of this Agreement or earlier by agreement between the parties to the Agreement.

## Part 2 Objectives and Principles

### 9. Objectives of the Agreement

- 9.1 The parties recognise that it is essential to achieve a spirit of trust and cooperation between the agency, teachers, and the Union.
- 9.2 The parties agree that continuous improvement strategies will contribute to the efficiency and productivity of the NTPS, and it is the intention of the parties to build upon and enhance the human resource reforms contained in the PSEM Act through:
- (a) building upon and enhancing the initiatives and improvements contained in the *Northern Territory Public Sector Non-Contract Principals, Teachers and Assistant Teachers' 2021-2024 Enterprise Agreement*;
  - (b) improving flexibility in working arrangements;
  - (c) improving access to management professional learning programs;
  - (d) improving career pathways for employees; and
  - (e) other programs of continuous improvement.
- 9.3 The parties acknowledge the need to jointly examine and consider all options when pursuing improvement strategies to make sure there are educationally sound, cost effective and productive outcomes.
- 9.4 The parties acknowledge that the strength of the teaching profession lies in employees playing a role in:
- (a) making sure that employees observe the Code of Conduct and the requirement for Appropriate Workplace Behaviour, as prescribed at Employment Instructions 12 and 13, respectively;
  - (b) monitoring and supporting new employees to the profession;
  - (c) making sure that the skills, knowledge and expertise of educators contribute to the development and enhancement of professional standards;
  - (d) determining the suitability of peers to advance within the profession;
  - (e) delivering an inclusive, culturally appropriate and non-discriminatory curriculum for all students;
  - (f) supporting students to learn and develop personally as valuable, functioning members of society; and
  - (g) making sure that teaching and learning occurs within a safe, healthy and caring environment.
- 9.5 The parties will positively promote the teaching profession.

9.6 An objective of this Agreement is to enable employees to balance their work and family commitments.

## **10. Commitment of the Parties**

10.1 This Agreement has been reached around the following eight principles, which will guide the future direction of both schools and the support structure of the Department:

- (a) employees are committed to the introduction and implementation of the policies of the government of the day, including educational policies that give effect to:
  - (i) the decisions of the Council of Australian Governments;
  - (ii) national partnership agreements;
  - (iii) the Australian Curriculum; and
  - (iv) relevant senior secondary curriculum;
- (b) the core business of education in the Northern Territory is to deliver high quality and relevant student learning;
- (c) schools should provide a safe, non-threatening environment that is conducive to teaching and learning and which encourages improved student participation and attendance;
- (d) all possible education resources should be directed to schools and centres of learning to enhance student learning outcomes;
- (e) all education infrastructure and allied Departmental services are in place to support schools and centres of learning;
- (f) the structure and culture of the education system in the Northern Territory encourages and values the education of students and the work of teachers;
- (g) parents are essential partners in education; and
- (h) employees' have input into decision-making processes in their workplaces.

## **11. Safe and Healthy Work Environment**

11.1 The employer is committed to improving the work health and safety of all employees.

11.2 The parties are committed to supporting sector-wide guidelines to ensure work health and safety of employees, including remote employees and where travelling for work is required.

11.3 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying.

- 11.4 The employer will take all reasonably practicable steps to:
- (a) foster a culture of respect in the workplace; and
  - (b) ensure employees are treated appropriately and not subject to inappropriate workplace behaviour and bullying.

## **12. Productivity and Efficiency**

- 12.1 The skills, energy and cooperation of employees and their contribution to productivity, increased quality and efficiency are recognised by this Agreement.
- 12.2 It is also recognised that this Agreement was negotiated in the context of productivity improvements arising from the *Northern Territory Public Sector Non-Contract Principals, Teachers and Assistant Teachers' 2021-2024 Enterprise Agreement*.
- 12.3 This Agreement takes into account actual agency and industry changes and productivity improvements and further improvements expected during the term of this Agreement.
- 12.4 Without in any way limiting the scope of matters which will be taken into account in this process, the following are agreed as key factors in the performance of the Department:
- (a) achieving organisational strategic goals and objectives;
  - (b) cooperation with and active participation in change processes;
  - (c) increased skill levels arising from training and professional learning;
  - (d) ongoing improvements to the quality and quantity of services;
  - (e) more flexible working arrangements;
  - (f) a commitment to redeployment and retraining in lieu of involuntary redundancies;
  - (g) improved access to training in the use of new technologies;
  - (h) improved communications, work practices and effective use of professional standards; and
  - (i) updated program evaluation criteria.

## **13. Dispute Settling Procedures**

- 13.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 13.2 This clause sets out the procedures to be followed for avoiding and resolving disputes in relation to:
- (a) a matter arising under this Agreement; or
  - (b) the National Employment Standards.

13.3 However, only sub-clauses 13.6 and 13.7 will apply in relation to a dispute about:

- (a) By-laws issued under the PSEM Act;
- (b) Pay Progression for Principals (clause 40); or
- (c) the Teacher Responsibilities (clause 97).

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

13.5 General

- (a) A party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute. Representatives will be recognised and dealt with in good faith.
- (b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (c) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice prior to the dispute arising, provided that this does not apply to an employee who has reasonable concerns about an imminent risk to their health and safety, has advised the CEO of this concern and has not unreasonably failed to comply with a direction by the CEO to perform other available work that is safe and appropriate for the employee to perform.
- (d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.
- (e) Any decision or direction the FWC makes in relation to the dispute shall be in writing.
- (f) Subject to the right of appeal under sub-clause 13.8(d), any direction or decision of the FWC, be it procedural or final, shall be accepted by all affected persons and complied with by the parties.
- (g) A dispute formally commenced under the *Northern Territory Public Sector Non-Contract Principals, Teachers and Assistant Teachers' 2021-2024 Enterprise Agreement*, but not resolved before the commencement of this Agreement, shall continue to be dealt with in accordance with the dispute settling procedures in this Agreement. Any steps already taken in that process will be recognised and accepted by the parties and the FWC as steps taken for the purposes of this clause.

13.6 Internal Resolution

- (a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee(s) and/or union and relevant managers and/or agency CEO.

- (b) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commissioner for resolution. The referral should be in writing. The Commissioner will work with the parties to the dispute and attempt to resolve the matter as soon as reasonably practicable.

### 13.7 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with sub-clause 13.6, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of sub-clauses 13.5 and 13.6 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.
- (c) Conciliation before the FWC shall be regarded as completed when:
  - (i) the parties have reached agreement on the settlement of the dispute;  
or
  - (ii) the member of the FWC conducting the conciliation has either of the member's own motion or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

### 13.8 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.
- (c) Subject to sub-clause 13.8(d) the determination of the FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.
- (e) For the avoidance of doubt, this clause does not apply in relation to disputes about matters referred to in sub-clause 13.3.

## Part 3 Procedural Matters

### 14. Consultative Committees

- 14.1 In relation to matters of general interest to the NTPS, the parties to this Agreement agree to utilise the PSCC established under the PSEM Act.
- 14.2 In relation to workplace issues, the CEO will establish a consultative committee as a forum for consultation. The functions of the consultative committee are set out in Schedule 3 - Education Consultative Committee.
- 14.3 In workplaces with more than 10 employees a principal or manager may establish a workplace consultative committee to provide a consultation mechanism for matters that are covered by this Agreement that have not been able to be resolved through other mechanisms such as a general staff meeting.
- 14.4 The principal or manager may establish the workplace consultative committee on:
- (a) their own initiative; or
  - (b) a request from an employee.
- 14.5 The purpose of the workplace consultative committee is to provide a forum to assist principals or managers and employees to develop an effective resolution of workplace issues in a collaborative manner.

### 15. Management of Change

- 15.1 In this clause:
- relevant employees** means the employees who may be affected by the change referred to in sub-clause 15.2.
- 15.2 This clause applies if the CEO:
- (a) has developed a proposal for major change to production, program, organisation, structure, or technology in relation to their agency that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster pattern or ordinary hours of work of employees.
- 15.3 The CEO must notify and consult with relevant employees and their unions about the proposed major change or the proposed change to the regular roster or ordinary hours of work.
- 15.4 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 15.5 The CEO must recognise the representative and deal with them in good faith if:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- (b) the employee or employees advise the CEO of the identity of the representative.

15.6 In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the CEO'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 to a regular roster pattern or roster arrangement, ordinary hours and/or 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.

15.7 Consultation

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

- (a) discuss with the relevant employees the introduction of the change;
- (b) provide to the relevant employees:
  - (i) as far as practicable, all relevant information about the proposed change;
  - (ii) information about the expected effects of the change on employees; and
  - (iii) information about any other matters that the CEO reasonably believes are likely to affect the employees.
- (c) invite and provide an opportunity for employees and their representatives, to put forward their views, comments and suggestions on all matters regarding the impact of the proposed change, including any impact in relation to the employee's family or caring responsibilities;
- (d) provide the opportunity, where relevant, to meet with employee representatives;
- (e) give prompt and genuine consideration to the views, comments and suggestions raised by employees and their representatives; and
- (f) advise employees and their representatives of the final decisions, explaining how the views expressed by the employees and their representatives were taken into account.

15.8 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

15.9 Following consultation under sub-clause 15.7 after making a final decision a CEO must consult on implementation.

## **16. Departmental Policies – General Principle**

16.1 The parties agree that the Department is responsible for the management and implementation of policies and procedures related to the application of provisions in this Agreement.

16.2 The Department will consult with the Union in relation to significant changes to the policies and procedures associated with the administration of this Agreement.

## **17. Teacher Displacement**

17.1 Principals determine their educational and related staffing needs based on student and subject demands, and the needs and priorities of the school.

17.2 Changes to any of these arrangements may alter the required teaching cohort of a school. Where this occurs, employee consultation will follow the Management of Change provisions outlined in clause 15.

17.3 Vacancies identified through this process will be filled in accordance with Filling Vacancies Resulting from Substantial Changes outlined in Employment Instruction 1 – Filling Vacancies and the associated Commissioner’s Guideline.

## **18. Probation**

18.1 Probation processes for all employees shall be in accordance with section 32 of the PSEM Act, including six month probationary periods upon commencement of ongoing employment with the option for the CEO to extend this period for up to a further six months.

18.2 Notwithstanding sub-clause 18.1, the CEO may employ an employee without probation in accordance with s 32(2) of the PSEM Act.

## **19. Security of Employment**

19.1 While recognising that reorganisation and changes to staff numbers arising from various factors occur within the NTPS, the parties agree that there will be no involuntary redundancies (notice of redundancy) for the term of the Agreement.

19.2 However, sub-clause 19.1 does not apply to an employee who has been declared potentially surplus to requirements under section 41 of the PSEM Act and registered on the Office of the Commissioner for Public Employment’s Redeployment Database for longer than two years.

19.3 The employer 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.

- 19.4 The parties will work collaboratively to develop and implement policies and strategies to increase ongoing employment and reduce the proportion of fixed period employees.
- 19.5 The engagement of employees covered by this Agreement will be in accordance with:
- (a) the PSEM Act and Employment Instruction 1;
  - (b) clause 28 - Fixed Period Employment noting exceptions for fixed period employment under section 333F of the FW Act; and
  - (c) clause 29 – Casual Employment noting the NES provisions and sections 66A to 66M of the FW Act.
- 19.6 In support of the principles and efforts articulated in sub-clauses 19.4 and 19.5:
- (a) the CEO should carefully consider the status of an employee, who has been employed in the same position where:
    - (i) the total period of continued employment is 12 months;
    - (ii) higher duty payments have been authorised in excess of two years; or
    - (iii) casual employment has been utilised on a regular and systematic basis in accordance with clause 29 – Casual Employment;
  - (b) when considering the status of the employee the CEO should also consider, amongst other things, the reasons for fixed period employment, higher duties or casual employment and whether that type of employment is appropriate in the circumstances;
  - (c) the CEO may request the Commissioner to consider directly appointing or promoting the employee utilising the powers of the Commissioner contained in the PSEM Act.

## **20. Teacher Transfer Framework**

An employee may elect to be considered for a transfer between schools through the following pathways:

- (a) school to school;
- (b) compassionate; and
- (c) guaranteed teacher transfer (in accordance with the guaranteed rights of transfer for remote teachers as set out in sub-clause 56.1(c)).

## **21. Support and Wellbeing - Employee Assistance Program**

- 21.1 The purpose of the Employee Assistance Program is to help employees and managers deal with issues that may impact on them at work.
- 21.2 Employees and their families may access up to 3 sessions of professional and confidential counselling services for each issue, which may be conducted remotely.

21.3 Further sessions may be granted by the CEO.

## **22. Variation to Working Arrangements for Groups of Employees**

22.1 A group of employees and the agency may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:

- (a) hours of work;
- (b) commuted salaries or allowances;
- (c) meal breaks; and
- (d) leave.

22.2 Agreements to vary working arrangements will:

- (a) result in more efficient operations;
- (b) be genuinely agreed to by the majority of employees involved;
- (c) result in employees being better off overall than the employees would have been if no variation had been made;
- (d) be recorded in writing and approved by the CEO;
- (e) if required by the parties, include a mechanism to terminate and/or review the Agreement; and
- (f) require approval of the Commissioner and implementation via a Determination or other appropriate instrument.

22.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.

22.4 The Union will be consulted on proposed arrangements prior to the approval of the Commissioner.

## **23. Individual Flexible Working Arrangements**

23.1 The CEO (or delegate) and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement (including Schedules) if the arrangement:

- (a) deals with one or more of the following matters of this Agreement:
  - (i) arrangements about when work is performed; or
  - (ii) commuted salaries or allowances.
- (b) meets the operational needs of the agency;
- (c) is genuinely agreed to by the CEO and the employee;

- (d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;
- (e) must 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.

23.2 Arrangements are to be in writing and:

- (a) 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;
- (b) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement; and
  - (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 the employee's employment as a result of the arrangement; and
  - (iv) and
  - (v) the period of operation of the arrangement.

23.3 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.

23.4 Commissioner will not approve an individual flexibility arrangement unless the Commissioner is satisfied that the requirements of this clause have been met.

23.5 The CEO or employee may terminate the individual flexibility arrangement:

- (a) by giving written notice of not more than 28 days (or in accordance with the FW Act requirements) to the other party to the arrangement; or
- (b) if the CEO and employee agree in writing – at any time.

23.6 An employee may choose to be represented by their nominated representative in relation to the development and implementation of individual flexible arrangements.

## **24. Union Rights**

### **Union Representation**

24.1 The employer recognises the legitimate right of the Union to represent those employees who are members, or eligible to become members.

- 24.2 An employee appointed as a Union representative in a school or workplace in which the employee is employed will, upon notification to the CEO, be recognised as the accredited Union representative for that school or workplace.
- 24.3 Subject to the prior approval of the CEO, an accredited Union representative will be allowed reasonable time during working hours to consult with members or employees eligible to become members on employment matters affecting employees.

#### **Union Training Leave**

- 24.4 For the purpose of assisting employees to understand their rights and entitlements under the Agreement and improving industrial relations, the CEO will, subject to the provisions of this clause, provide an employee who is an accredited Union representative or nominated employee representative with up to five days paid leave per annum to attend Union training courses conducted by the Union or approved by the Union.
- 24.5 The approval for an employee to attend a training course will be subject to the operational requirements of the Department.
- 24.6 An employee seeking to take training leave under this clause must have been nominated by the Union to attend the course for which the training leave is sought.
- 24.7 The employee will only be paid for the period of training leave if:
- (a) the employee provides evidence satisfactory to the CEO of the employee's attendance at the course for which training leave was sought; and
  - (b) unless agreed otherwise by the CEO, the CEO has received not less than four weeks written notice of nomination from the Union, setting out the time, dates, content and venues of the course.
- 24.8 Leave granted under this clause will be on ordinary pay.
- 24.9 Leave granted under this clause will count as service for all purposes.

#### **Release to Attend Union Executive Meetings**

- 24.10 For the purpose of supporting industrial relations, the CEO shall, subject to the provisions of this clause, release an employee who is elected to the Union's Branch Executive to attend executive meetings.
- 24.11 Unless agreed otherwise, the Union will provide the CEO with not less than four weeks written notice.
- 24.12 The approval for an employee to be released to attend an executive meeting will be subject to the operational requirements of the Department.

#### **Release to Attend Annual Union Conference**

- 24.13 For the purpose of supporting industrial relations, the CEO shall, subject to the provisions of this clause, release the following employees to attend the annual Union conference:

- (a) elected Union executive officers and councillors;
  - (b) elected regional councillors; and
  - (c) elected sub-branch representatives.
- 24.14 Unless agreed otherwise, the Union will provide the CEO with not less than four weeks written notice.
- 24.15 The approval for an employee to be released to attend the annual Union conference will be subject to the operational requirements of the Department.

#### **Union Communication with Members**

24.16 For the purpose of assisting employees to understand their rights and entitlements under the Agreement the CEO will, where practicable, make available facilities to assist the Union to display notices that are relevant to employment matters.

#### **24.17 Union Representatives' Rights and Obligations**

- (a) The role of the Union representatives is to be respected and facilitated.
- (b) An employee may have a Union representative to represent the employee in a dispute or significant workplace matter and make representations on behalf of the employee.
- (c) The Department and Union representatives must deal with each other in good faith.
- (d) The rights and obligations of Union representatives will be underpinned by the following principles:
  - (i) Union representatives will be able to perform their role without any discrimination in their employment;
  - (ii) ability for Union representatives to represent their members (e.g. during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent members generally);
  - (iii) the ability for Union representatives to have access to paid time to consult with employees;
  - (iv) reasonable access to agency facilities (including telephone; facsimile, photocopying, internet and email facilities, meeting rooms) for the purpose of work as a Union representative;
  - (v) the opportunity to inform staff about Union membership;
  - (vi) the ability to represent employees at an industrial tribunal;
  - (vii) maintenance of the confidentiality of Departmental information as well as information about NTPS employees;

- (viii) all parties behaving in a professional, productive and ethical manner;
- (ix) representatives being expected to carry out their normal duties; and
- (x) the ability for an official to 'walk around' a workplace to hold individual discussion contingent on the nature of the work being performed in the workplace subject to discussion with and prior approval of the CEO. Approval for 'walk around' will not be unreasonably withheld.

#### **Union Communication Rights**

- 24.18 The Union will be informed of relevant orientation and other educator events and invited to attend.
- 24.19 The parties acknowledge further communication rights are provided for in the Commissioner's Guideline on Working with Unions.

#### **Payroll Deduction**

- 24.20 Union members may authorise union dues to be made from their wages by way of payroll deductions.
- 24.21 The employer supports the deduction of union dues from wages.

## **Part 4 Employment Relationship**

### **25. Types of Employment**

- 25.1 The PSEM Act specifies the basis of engagement for an employee covered by this Agreement (see section 29(3) of the PSEM Act, which provides for employment on an ongoing, fixed period or casual basis).
- 25.2 Employment on an ongoing basis is the primary method of employment in the NTPS. However, there are certain circumstances when fixed period or casual employment may be appropriate.
- 25.3 Ongoing and fixed period employees can be employed on either a full-time or part-time basis.

### **26. Full-Time Employment**

- 26.1 A full-time employee is an employee who works 36.75 ordinary hours of duty per week.
- 26.2 Teaching loads, face to face contact, and non-contact time for full-time employees are covered under clause 95 Directed Hours of Work, of the Agreement.

### **27. Part-Time Employment**

- 27.1 A part-time employee is an employee who works an agreed number of regular hours that is less than the ordinary hours of work applicable to an equivalent full-time employee under this Agreement.
- 27.2 Part-time employees will receive, on a pro rata basis, equivalent pay and conditions of employment applying to a full-time employee, unless otherwise stated in this Agreement.
- 27.3 Before part-time duty commences, the CEO and employee will agree in writing on:
- (a) the agreed weekly ordinary hours of duty (agreed hours);
  - (b) duration of the Agreement (where specified period only); and
  - (c) the pattern of hours to be worked including starting and finishing times for employees, other than shiftworkers, on each or any day of the week within the limits of the span of hours specified for an equivalent full-time employee.
- 27.4 A CEO and an employee may agree to change the employee's agreed hours of duty, at the written request of either party.
- 27.5 An employee engaged on a full-time basis will not be required to convert to part-time employment, nor transfer without their consent to enable part-time employment.
- 27.6 An employee may request in writing to convert from full-time employment to part-time employment for a specified period or permanently. The CEO will consider the application to convert to part-time employment in accordance with clause 90 Flexible Work – General Principles and Requirements.
- 27.7 Where a full-time employee is approved to work part-time for a specified period, the Agreement in writing under sub-clause 27.3 will provide for the hours to be varied to

full-time hours on a specified date. The employee will revert to full-time hours unless a further period of part-time employment is approved.

## **28. Fixed Period Employment**

- 28.1 The provisions of this clause apply to an employee employed on a fixed period basis with the Department.
- 28.2 All employees will be provided with written advice of their general terms and conditions of employment prior to commencing employment.
- 28.3 Unless an exception under section 333F of the FW Act applies, fixed period employment contracts must not include a term (end date) that:
- (a) specifies a period greater than two years; or
  - (b) creates consecutive contracts (including any contract on 6 December 2023 and any prior consecutive contract) for the same or substantially similar work which totals more than two years, or more than two contracts.

*Note: Section 333F of the FW Act provides a range of exceptions including, but not limited to: a temporary absence of another employee (e.g. backfilling an employee on leave on a temporary transfer or workers compensation); trainees or apprentices; essential work during a peak demand period; work during emergency circumstances; performance of a distinct and identifiable task involving specialised skills; or jobs that rely in whole or in part by government funding.*

- 28.4 For the full list of exceptions refer to section 333F of the FW Act. The Commissioner's Guidelines on Fixed Period Contracts also list the exceptions and addresses considerations if there is a breach under sub-clause 28.3. Where the employer engages the employee on a fixed period basis, the employee will be informed of:
- (a) the reason the employment is fixed term;
  - (b) the date of commencement; and
  - (c) the period of the employment.
- 28.5 On commencement and completion of the fixed period contract of employment with the Department, an employee and dependants is entitled to receive reasonable relocation expenses from and to their usual place of residence within the confines of the Northern Territory.

## **29. Casual Employment**

- 29.1 A casual employee is an employee who is offered and accepts employment on the basis that the employer makes no firm advance commitment to ongoing work, taking into account a number of factors, including the real substance and true nature of the employment relationship.
- 29.2 A relief teacher is a casual employee.

- 29.3 An employee’s right to request and an employer’s obligation to offer conversion from casual employment to full-time or part-time employment is provided for in the NES sections 66A to 66M of the FW Act.
- 29.4 In the event of a dispute relating to sub-clause 29.3, clause 13 Dispute Settling Procedures will apply.

### 30. Relief Teacher Provisions

30.1 The Relief Teacher provisions will be as follows:

- (a) The Relief Teacher loading will be 25%;
- (b) A Relief Teacher will be paid a full day or half day rate in accordance with the following formula:

$$A = \frac{\text{CT level annual salary} \times 12}{313}$$

$$\text{Hourly Rate (HR)} = \frac{(A+25\%)}{60}$$

$$\text{Full Day} = \text{HR} \times 6$$

* FFPP = First Full Pay Period	*FFPP on or after 11 October 2024		*FFPP on or after 1 January 2026		*FFPP on or after 1 January 2027	
	half day	full day	half day	full day	half day	full day
<b>Tier 1</b> Based on CT1 annual salary Less than 12 months experience	\$220.96	\$441.93	\$230.46	\$460.93	\$240.37	\$480.75
<b>Tier 2</b> Based on CT2 annual salary More than 12 months and less than six years experience	\$231.52	\$463.04	\$241.48	\$482.95	\$251.86	\$503.72
<b>Tier 3</b> Based on CT3 annual salary More than six years experience	\$242.07	\$484.15	\$252.48	\$504.96	\$263.34	\$526.68

- 30.2 Employment as a Relief Teacher will count towards salary level placement and long service leave when employed as a teacher on an ongoing or fixed period basis.
- 30.3 For the purposes of sub-clause 30.2, 180 days of relief teaching equals one year of full-time teaching and one day of Relief Teacher employment equals six hours.
- 30.4 Subject to the NES, a Relief Teacher has no entitlement to paid or unpaid leave or paid public holidays.
- 30.5 A Relief Teacher who is required to travel from an urban centre to a remote locality, as determined by the Commissioner, to take up duty is eligible to be paid Travelling Allowance (By-law 30), Living Away from Home Allowance (By-law 30A), Camping Allowance (By-law 31) and Vehicle Allowance (By-law 32).
- 30.6 Relief Teachers travelling to Middle Point, Berry Springs, Humpty Doo and Taminmin Schools, will be reimbursed a kilometre allowance for the return distance between the

Coolalinga traffic junction on the Stuart Highway and the school, in accordance with By-law 32, or paid an allowance of \$30, whichever is the greater.

### **31. Stand Down Arrangements**

- 31.1 Stand Down refers to the periods when employees, subject to the provisions of this clause, are not generally required to attend the workplace because the school is not open to accept students and they have not been directed to use accrued recreation leave.
- 31.2 The ordinary hours of work for employees on school-based conditions during term weeks are variable. In return, an employee is entitled to stand down subject to the needs of the employer with regard to professional development, student free days and other activities requiring the employee's attendance.
- 31.3 During stand down, an employee on school-based conditions will receive payment of stand down salary, provided the employee has employment that extends into the following school term.
- 31.4 The payment of stand down salary will not apply where periods of paid leave are taken immediately before and after stand down. The employee will continue on the form of leave throughout stand down.
- 31.5 Employees on any form of leave without pay (e.g. Parental Leave, Personal Leave) equal to or greater than 15 working days in the preceding term will receive a pro rata payment, calculated in accordance with the number of hours worked per week in that term.
- 31.6 The payment of stand down salary shall not apply in cases where personal leave is appropriate.
- 31.7 Employees who have had their stand down salary entitlement reduced due to sub-clause 31.5, subject to having sufficient leave accrued, may use long service leave or any frozen leave they may have.
- 31.8 Where an employee is required to attend the workplace during a period of stand down there is no entitlement to time off in lieu of such duty.
- 31.9 Any recreation leave remaining from the end of year school break must be utilised prior to stand down being paid.
- 31.10 Student free days do not form part of stand down and though students are not present, count as term time.
- 31.11 Weekends and public holidays form part of stand down and do not extend the period.
- 31.12 When considering applications from employees wishing to access other forms of leave adjacent to stand down, the principal will take into account the operational requirements of the school.

**For example:**

*An employee was employed consecutively in term 1, term 2 and term 3. The employee accessed the following leave during the course of their employment:*

*Term 1: five days paid personal leave*

*Term 2: 10 days unpaid personal leave and five days leave without pay*

*Term 3: no paid or unpaid leave*

*The employee is paid full stand down following term 1 as their employment extended beyond the stand down period and they did not access 15 days or more of unpaid leave.*

*The employee is paid a pro rata amount of stand down following term 2 as their employment extended beyond the stand down period 2 and they accessed 15 days of unpaid leave.*

*The employee is not paid stand down following term 3 as their employment did not extend beyond the stand down period.*

**Principal Provisions**

- 31.13 The provisions of sub-clauses 31.14 to 31.17 will apply to Principals or their delegate.
- 31.14 Unless the employee is absent from duty on an approved form of leave, the employee is expected to remain available to attend the school or other activity as directed by the CEO during stand down. This would mean that the employee would need to be available to:
- (a) coordinate access to an identified emergency shelter (cyclone shelter) and liaise with relevant agencies (e.g. Police/Emergency Services);
  - (b) attend should there be some other form of emergency at the school, such as a break in or fire;
  - (c) attend the school to prepare for each semester;
  - (d) undertake recruitment and other activities associated with new staff; or
  - (e) participate in professional learning or leaders' conferences.
- 31.15 During stand down, those employees who will be unavailable to attend to urgent business must authorise a delegate who, should the need arise during the principal's absence, make appropriate decisions on behalf of the principal.
- 31.16 For the purpose of sub-clause 31.15, authority can be provided on a rotational basis.
- 31.17 Emergency management training including the coordination of managing an emergency shelter will be provided to principals on an annual basis.

**32. Meal Break**

- 32.1 An employee will not be required to work for more than five hours continuously without a meal break of at least 30 minutes.
- 32.2 While on a meal break, an employee:
  - (a) will not be required to supervise students; and
  - (b) will not have to remain onsite provided they follow the school sign out procedures.
- 32.3 Where necessary, arrangements may vary from school to school, taking into account operational requirements.
- 32.4 The 30 minute meal break may be spread over more than one break but not more than three in consultation with the employee.
- 32.5 The lunch break does not need to coincide with the student lunch break.

## Part 5 Classifications, Salaries and Allowances

### 33. Classifications, Salaries and Allowances

- 33.1 Classifications, salaries, and allowances for the term of this Agreement are as specified in tables 4.1 and 4.2 in Schedule 4.
- 33.2 Salaries and income-related allowances (with exception of lump sum allowances) will be paid fortnightly based on the following formula:

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

- 33.3 Salaries and income-related allowances will be increased as follows:
- (a) by 4.3% per annum with effect from the first full pay period on or after 11 October 2024;
  - (b) by 4.3% per annum with effect from the first full pay period on or after 1 January 2026; and
  - (c) by 4.3% per annum with effect from the first full pay period on or after 1 January 2027.
- 33.4 Expense related allowances in this Agreement are to be adjusted annually in accordance with the annual September-to-September Darwin Consumer Price Index, with effect from 1 January each year. The Commissioner will give effect to any subsequent annual adjustments required under the Agreement through a Determination. The allowances will not reduce if the Darwin Consumer Price Index is negative.
- 33.5 Payment of the salary and allowance increases in this clause (including any back payments that might apply) shall only be payable to employees who are employed from the commencement of this Agreement.

### 34. Integrity of payments

- 34.1 The employer endeavours to ensure that all employees are paid their entitlements correctly and on time. However, from time-to-time employees may be either overpaid or underpaid. In either case, the parties agree that an incorrect payment of entitlements should be corrected as soon as reasonably practicable.
- 34.2 Recovery of overpayments
- (a) Overpayments made to an employee will be recovered in accordance with regulation 5 of the *Financial Management Regulations 1995*. This clause provides a summary of the requirements under the regulations.
  - (b) The employee will be given written details of the overpayment and the amount proposed to be deducted or withheld. The employee will be provided a reasonable opportunity to propose an alternative arrangement to repay the overpayment.

- (c) The CEO may enter into an alternative arrangement with the employee to repay the overpayment if it is reasonable in the circumstances, the risk of not recovering the overpayment is low, and the arrangement will not result in any added costs to the Territory or Agency.
- (d) On the cessation of an employee's employment, any amount or entitlement due to the person must be first used to repay the overpayment.

### 34.3 Rectification of underpayments

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

## 35. Superannuation

35.1 The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the parties.

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

*Note: This means that superannuation will only be paid up to the maximum contribution base even if an employee's ordinary time earnings (including allowances which count for purposes of superannuation) exceed this amount.*

35.3 The Commonwealth Superannuation Scheme (CSS), Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) and Northern Territory Supplementary Superannuation Scheme (NTSSS) are classified as exempt public sector superannuation schemes under the *Superannuation Industry (Supervision) Act 1993*. The superannuation legislation treats exempt public sector superannuation schemes as complying funds for concessional taxation and superannuation guarantee purposes.

*Note: CSS was closed to new members from 1 October 1986 and both NTGPASS and NTSSS were closed to new members from 10 August 1999; employees employed before these dates may be members of the CSS, NTGPASS and NTSSS.*

35.4 Employees who commenced after 10 August 1999, or who have ceased to be a member of the CSS, NTGPASS or NTSSS, can choose a complying superannuation fund to receive superannuation contributions on their behalf.

35.5 Employees who do not nominate a superannuation fund will have their superannuation contributions paid to either:

- (a) an existing superannuation fund of which they are a member (if this is required by legislation); or
- (b) the employer's default superannuation fund, which offers a MySuper product.

## **36. Salary Sacrifice**

### **36.1 Salary Sacrifice for Employer Superannuation**

Under this Agreement, an employee may choose to 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' (employed after 10 August 1999) may salary sacrifice into that 'Choice of Fund' or another complying superannuation fund.
- (b) An employee who currently contributes 6% to Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) may salary sacrifice into the NTGPASS or another complying superannuation fund.
- (c) An employee who currently contributes to the Commonwealth Superannuation Scheme (CSS) is not able to salary sacrifice into that scheme, but can salary sacrifice into a 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, will be assessed against the Commonwealth concessional contribution cap relevant to their age.
- (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 superannuation contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of salary sacrifice arrangements.
- (g) When an employee who is a member of the CSS or NTGPASS enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes shall 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).

### **36.2 Salary Sacrifice Packaging**

Under this Agreement 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 (ATO) 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 shall apply:

- (a) The arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly.

- (b) An employee employed on a fixed period contract for less than 12 months may only have access to salary sacrifice packaging with the approval of the CEO.
- (c) 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 shall be met by the employee.
- (d) An employee shall meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise.
- (e) An employee’s salary for superannuation purposes and severance and termination payments shall be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement; and
- (f) An employee shall provide evidence of having obtained or waived their right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

**37. Classification of employees**

All employees shall be employed in a classification according to the following criteria:

**37.1 Aboriginal Team Teachers**

- (a) An Aboriginal Team Teacher is an Aboriginal educator who is employed in the AT1 to AT5 classification in Schedule 4, and as defined in the position standards in Schedule 1.
- (b) An Aboriginal Team Teacher (Paraprofessional) is an Aboriginal educator who is employed in the AT6 or AT7 classification in Schedule 4 as defined in the position standards in Schedule 1.

**37.2 Transition arrangements on commencement of the Agreement**

- (a) The following table outlines the transition for Aboriginal Team Teachers on the commencement of the Agreement:

Old Structure	New Structure
AT 1	AT 1
AT 2	AT 2
AT 3	AT 3
AT 4	AT 4
AT 5	AT 5
	AT 6
	AT 7

- (b) Employees classified as AT1 to AT3 will be eligible for an increment 12 months after the commencement of the Agreement, and may progress through classification levels in accordance with clause 39, Increments.
- (c) Employees classified as AT4 or AT5 who meets the position standards outlined in Schedule 1 will transition to the new AT6 or AT7 classification with effect from the commencement of the Agreement.

### 37.3 Authorised Persons

Authorised Persons is a new classification that will apply to 'Authorised Persons' commencing after the approval of this Agreement.

- (a) Authorised Persons are employed in accordance with Part 5 of the *Teacher Registration (Northern Territory) Act 2004*, limited to circumstances where they:
  - (i) do not hold the prescribed qualification; or
  - (ii) have specialist knowledge or skills; or
  - (iii) are a pre-service teacher.
- (b) Authorised Persons for the purpose of this Agreement do not include Teach for Australia Associates or Vocational Education and Training (VET) Trainers.
- (c) Authorised Persons who become eligible to transition into the Classroom Teachers Classification will be employed based on their experience in accordance with the Salary Assessment Procedure.
- (d) The Salary Assessment Procedure will be formalised in policy in consultation with the Union during semester 1, 2025.
- (e) Employees employed before the commencement of this Agreement, who meet the definition of an Authorised Person in sub-clause 37.3(a), will transition to the new classification once a transition plan is developed in consultation with the Union.

### 37.4 Classroom Teachers

- (a) A Classroom Teacher must hold:
  - (i) a four year degree in education (or equivalent); and
  - (ii) appropriate registration under the *Teacher Registration (Northern Territory) Act 2004*.
- (b) Classroom Teachers are employed in the salary classifications in Schedule 4 from Classroom Teacher 1 (CT1) to Classroom Teacher 9 (CT9) depending on the number of years of service post-qualification.

- (c) For the purpose of sub-clause 37.4(b):
  - (i) a teacher with less than 12 months post-qualification experience will commence employment as a CT1; or
  - (ii) a teacher commencing employment with more than 12 months post-qualification experience will be appointed at a classification that recognises their completed years of service in accordance with Salary Assessment Procedure.

*Note: For example, a teacher with 1 years post-qualification experience will be appointed at the CT2 classification, and so on.*

- (d) Teachers may progress through the CT1 to CT9 classifications in accordance with clause 39, Increments.

### 37.5 Senior Teachers

- (a) A Senior Teacher must hold:
  - (i) a four year degree in education (or equivalent); and
  - (ii) appropriate registration under the *Teacher Registration (Northern Territory) Act 2004*.
- (b) The Senior Teacher (ST1) to Senior Teacher 8 (ST8) classifications are determined by the NTPS Job Evaluation System, with the corresponding capability requirements for each level being set out in the NTPS Capability Framework.
- (c) The ST1 – ST8 levels are promotion based classifications and salary rates for each classification are contained in Schedule 4.

### 37.6 Principals

- (a) A Principal must hold:
  - (i) a four year degree in education (or equivalent); and
  - (ii) appropriate registration under the *Teacher Registration (Northern Territory) Act 2004*.
- (b) The Principal level 1 (PLO1) to Principal Level 7 (PLO7) classifications are determined by the NTPS Job Evaluation System, with the corresponding capability requirements for each level being set out in the NTPS Capability Framework.
- (c) The PLO1 – PLO7 levels are promotion based classifications and salary rates for each classification are contained in Schedule 4.
- (d) Unless the Commissioner determines otherwise, an employee covered by this Agreement is not able to be appointed, promoted to, or otherwise act in,

positions at the PLO4 to PLO7 classifications while they are a defined benefit scheme member.

- (e) For this clause:
- (i) a defined benefit scheme means the Commonwealth Superannuation Scheme, the Northern Territory Government and Public Authorities' Superannuation Scheme and the Northern Territory Supplementary Superannuation Scheme; and
  - (ii) a person is a member of a defined benefit scheme while they are an "eligible employee" as defined in the *Superannuation Act 1976 (Cth)*, *Superannuation Act 1986 (NT)* or the instrument establishing the Northern Territory Supplementary Superannuation Scheme.

### 38. New Classroom Teacher (CT) Structure

- 38.1 The new CT structure will commence from the first full pay period on or after 11 October 2024, being 24 October 2024.
- 38.2 CTs employed under the *Northern Territory Public Sector Non-Contract Principals, Teachers and Assistant Teachers' 2021 – 2024 Enterprise Agreement* will retain their CT level and will move to the salary scale outlined below.
- 38.3 The annual salary rate transitions below are prior to the salary increases in sub-clause 33.3 being applied.

	<b>Current Salary</b>	<b>Effective 24-Oct-24 Salary Per Annum</b>
Authorised Persons		<i>84 191</i>
CT 1	<i>84 191</i>	<i>88 414</i>
CT 2	<i>88 414</i>	<i>92 638</i>
CT 3	<i>92 638</i>	<i>96 860</i>
CT 4	<i>96 860</i>	<i>101 083</i>
CT 5	<i>101 083</i>	<i>108 073</i>
CT 6	<i>108 073</i>	<i>112 297</i>
CT 7	<i>112 297</i>	<i>116 519</i>
CT 8	<i>116 519</i>	<i>120 742</i>
CT 9	<i>120 742</i>	<i>125 934</i>

### 39. Increments

#### 39.1 Aboriginal Team Teachers

- (a) Aboriginal Team Teachers – AT1 to AT5

An Aboriginal Team Teacher will be entitled to increments within the scale of salary for their substantive designation after completing 12 months service, continuous or broken.

- (b) Progression to Aboriginal Team Teacher (paraprofessional) AT6 or AT7
  - (i) To be eligible for progression to AT6 or AT7 classification, an Aboriginal Team Teacher must:
    - A. meet the qualification requirements as set out in Schedule 1; and
    - B. be able to demonstrate the qualities and attributes to meet the general standard and typical duties required of the classification as set out in Schedule 1; or
    - C. have endorsement from the local cultural authority and the principal to verify any qualifications; and
    - D. be able to demonstrate the qualities and attributes to meet the general standard and typical duties required of the classification as set out in Schedule 1.
  - (c) Aboriginal Team Teachers will be supported to have a professional growth plan. Plans will be reviewed annually with the Aboriginal Team Teacher's line manager and the Aboriginal Team Teacher.

#### 39.2 Classroom Teacher Provisions

- (a) Subject to sub-clause 39.3, employees will be entitled to increments within the scale of salary for their substantive designation after completing 12 months service, continuous or broken.
- (b) A second or subsequent increment will not be payable unless the previous increment has been received for a period of 12 months.
- (c) The parties agree that an annual increment for teachers will only be withheld as an outcome of inability or discipline procedures undertaken in accordance with the PSEM Act.

#### 39.3 Rapid Incremental Progression scheme

- (a) The Rapid Incremental Progression scheme enables an early career classroom teacher to advance to the CT4 level at the commencement of their third year of teaching, provided the employee:
  - (i) completes their first two years of service in a Northern Territory Government school/s, within a four-year period. This can include relief teaching in Northern Territory Government schools, where 180 days is equal to one year of service; and
  - (ii) successfully complete two semester units of study toward a post-graduate tertiary qualification within the first two years of service.
- (b) The department will consult with the Union in relation to significant changes to the policies and procedures associated with the administration of the Rapid Incremental Progression scheme.

## **40. Pay Progression for Principals**

### 40.1 Pay Progression Principles

- (a) Pay progression for Principals is to be based on high performance. Pay progression is not automatic.
- (b) The scheme is an annual process subject to sub-clause 40.3.
- (c) The scheme is underpinned by a performance management process.

40.2 Participation in the principal pay progression scheme is not mandatory and applications are made at the discretion of the principal.

40.3 To be eligible, a principal seeking pay progression must:

- (a) have a minimum of 12 months service at a principal classification;
- (b) have a 12-month performance agreement in place in accordance with the Department's performance management system and demonstrate satisfactory performance against performance targets or work outcomes; and
- (c) make a submission in advance of the annual assessment date, demonstrating achievement of one or a combination of principal pay progression criteria.

40.4 Progression criteria are set to describe measures that principals must meet to achieve pay progression through high performance. Subject to sub-clause 40.3, principals must satisfy at least one of the following criteria in order to achieve salary progression:

- (a) sustained superior performance against agreed targets (i.e. above good performance);
- (b) successful performance of increased duties/responsibilities that are not sufficient to justify an increase in the level of the classification;
- (c) successful undertaking of new projects that result in significant results for the students, staff, school or community;
- (d) applied specialist individual expertise resulting in superior outcomes for the school; and
- (e) successful and sustained performance as a leader, as measured against the AITSL Professional Standard for Principals.

40.5 Annual assessment date

- (a) The annual assessment date is the date agreed to in the performance management process and is a minimum 12 month period from:
  - (i) the commencement at the principal level; or
  - (ii) from the date of the previous annual assessment date.
- (b) The annual assessment date may be extended by agreement between the parties.

- (c) Successful progression to the next pay point is effective from the annual assessment date.

40.6 Impact of a Delay in Assessing an Application on the Annual Assessment Date

If there is a delay in assessing a principal's performance for a progression that is not the result of the principal's actions, and the assessment results in the principal progressing to the next pay point, the salary progression will be effective from the annual assessment date that would have applied if there was no delay.

40.7 Impact of leave without pay (that does not count for service)

All leave without pay that does not count as service will postpone the annual assessment date by the same number of days a principal is on leave without pay that does not count for service.

40.8 Assessment process requirements

- (a) The Department's process for assessing a principal for progression to the next performance pay point in line with the requirements of this clause.
- (b) Supervisors are to provide a written response where progression has not been approved, including reasons for the decision and feedback to assist the employee to understand what may be required to achieve progression.

40.9 Grievance on the merit of pay progression

- (a) For a grievance arising in relation to the merits of an assessment against the pay progression criteria, the principal may request, in writing, that the CEO review the merits of the assessment, in the first instance.
- (b) Where the matter is not resolved in sub-clause 40.9(a), the appropriate grievance review mechanisms under the PSEM Act will apply.
- (c) Where the review of assessment under sub-clause 40.9(a) or sub-clause 40.9(b) result in the principal progressing to the next pay point, the progression will be effective from the annual assessment date.

**41. Highly Accomplished and Lead Teacher Allowance**

41.1 Highly Accomplished and Lead Teachers are certified through a national process, applied by the certifying authorities in each participating state or territory.

41.2 Certification recognises and promotes the development of collaborative learning professionals who strive to continually reflect upon and improve their practice. Certification supports teachers to explore their practice at the Highly Accomplished or Lead career stage of the Australian Professional Standards for Teachers.

41.3 Certification of Highly Accomplished and Lead Teachers has three purposes:

- (a) recognise and promote quality teaching;
- (b) provide an opportunity for teachers to reflect on their practice; and

- (c) provide a reliable indication of quality teaching that can be used to identify, recognise and/or reward Highly Accomplished and Lead Teachers.
- 41.4 Highly Accomplished Teachers and Lead Teachers may be considered members of the school executive or leadership team; however they are not substitutes for Senior Teacher positions required for the effective running of a school.
- 41.5 A teacher who is certified as a Highly Accomplished or Lead Teacher in line with the Australian Professional Standards for Teachers will be paid in line with the Highly Accomplished or Lead Teacher allowance specified in Table 4.2 in Schedule 4.
- 41.6 The allowance will be paid on a fortnightly basis and will count as salary for all purposes.
- 41.7 The allowance will only be paid to certified Classroom Teachers who are employed in classroom-based positions.
- 41.8 A teacher who is certified as a Highly Accomplished or Lead Teacher must have an annual Professional Growth Plan in place in accordance with clause 94 Training and Development.
- 41.9 The Highly Accomplished or Lead Teacher allowance will be temporarily suspended:
- (a) during periods of higher duties;
  - (b) whilst on temporary transfer to a non-classroom-based teaching position; or
  - (c) where an employee does not have an annual Professional Growth Plan.
- 41.10 The Highly Accomplished or Lead Teacher allowance will cease upon:
- (a) ongoing promotion;
  - (b) permanent transfer to a non-classroom-based teaching position; or
  - (c) where certification as a Highly Accomplished or Lead Teacher ceases.
- 41.11 When an employee has requested an extension from the certifying authorities for recertification that extends past the date of certification:
- (a) the allowance will cease until such time that evidence of recertification is provided; and
  - (b) the allowance will not be backdated to cover the period of the extension.

## **42. Attraction and Retention Allowance – Katherine Based Educators**

- 42.1 Employees based in Katherine will be eligible for lump sum payments in accordance with this clause.

### **Semester 1 – \$2 250 Lump Sum Payment**

- 42.2 To be eligible for the lump sum payment of \$2 250, employees must have been employed and worked for all of Semester 1 of the school year.

### **Semester 2 – \$2 250 Lump Sum Payment**

- 42.3 To be eligible for the lump sum payment of \$2 250, employees must have been employed and worked for all of Semester 2 of the school year.
- 42.4 For the purpose of sub-clauses 42.2 and 42.3, eligible employees include:
- (a) those who may have been on approved paid leave during each semester; or
  - (b) the CEO may, having regard to the circumstances, approve the payment for employees who may have been on a period of unpaid leave during each semester (e.g. employees on unpaid parental or personal leave).
- 42.5 The allowance will be paid as soon as reasonably practicable after the completion of each semester.
- 42.6 Subject to meeting the eligibility criteria:
- (a) employees may receive both allowances in the school year; and
  - (b) part-time employees may receive the allowances based on a pro-rata basis of their weekly hours.
- 42.7 Employees who are in receipt of the grand-parented Katherine Teacher Housing Subsidy Scheme will not be eligible to payment of these allowances.
- 42.8 Casual employees will not be eligible for either of the allowances.

### **43. Attraction and Retention Allowance - Central Region Urban Schools**

- 43.1 Aboriginal Team Teachers and Teachers who are based in the following schools will be eligible for a lump sum payments in accordance with this clause.

Acacia Hill School	Braitling Primary School
Bradshaw Primary School	Centralian Middle School
Centralian Senior College	Gillen Primary School
Larapinta Primary School	Owen Springs Education Unit
Ross Park Primary School	Sadadeen Primary School
Alice Springs School of the Air	

- 43.2 Aboriginal Team Teachers and Teachers working in the Alice Springs Language Centre, NT School of Music or School of Sport Education and who reside in Alice Springs will also be eligible for the lump sum payments referred to in this clause.

### **Term 1 – \$1 500 Lump Sum Payment**

- 43.3 To be eligible for the lump sum payment of \$1 500 Aboriginal Team Teachers and Teachers must have been employed and worked for all of term 1 of the school year.
- 43.4 Aboriginal Team Teachers and Teachers who commenced employment at an eligible school during term 1, and is still employed at the end of the term, is entitled to a pro rata payment based on days worked. The payment will be calculated using (total days worked/total school days in term 1) x \$1 500.

- 43.5 For the purpose of sub-clauses 43.1 and 43.2, eligible Aboriginal Team Teachers and Teachers include:
- (a) those who may have been on approved paid leave during term 1; or
  - (b) the CEO may, having regard to the circumstances, approve the payment for Aboriginal Team Teachers and Teachers who may have been on a period of unpaid leave during term 1 (e.g. Aboriginal Team Teachers and Teachers on unpaid parental or personal leave).

43.6 The allowance will be paid as soon as reasonably practicable after the completion of term 1 of the school year.

#### **Term 4 - \$3 000 Lump Sum Payment**

43.7 To be eligible for the lump sum payment of \$3 000 Aboriginal Team Teachers and Teachers must have been:

- (a) employed and worked for all of the school year, or
- (b) received a payment under sub-clause 43.4 and worked for all of terms 2 to 4.

43.8 For the purpose of sub-clause 43.5, eligible Aboriginal Team Teachers and Teachers include:

- (a) those who may have been on approved paid leave during the school year; or
- (b) the CEO may, having regard to the circumstances, approve the payment for Aboriginal Team Teachers and Teachers who may have been on a period of unpaid leave during the school year (e.g. Aboriginal Team Teachers and Teachers on unpaid parental or personal leave).

43.9 The allowance will be paid as soon as reasonably practicable at the end of term 4 of the school year.

43.10 Subject to meeting the eligibility criteria:

- (a) Aboriginal Team Teachers and Teachers may receive both allowances in the school year; and
- (b) part-time Aboriginal Team Teachers and Teachers may receive the allowances based on a pro-rata basis of their weekly hours.

43.11 Casual Aboriginal Team Teachers and Teachers will not be eligible for either of the allowances.

#### **44. Special Allowances**

44.1 The following allowances will be paid for all purposes at the rates specified in Table 4.2 in Schedule 4:

- (a) **Teacher in a designated school** includes those employed in a teaching capacity at one of the schools listed in Schedule 5. Designated schools recognise the diverse and complex needs of students in special schools; youth justice campuses; and remote schools with a high concentration of Aboriginal students.

- (b) **Teacher of a special class** includes classroom teachers and senior teachers performing full time duties in classes in a mainstream or special education setting outside of a special school where there are 50% or higher of students with a disability requiring substantial or extensive adjustments recognised under Nationally Consistent Collection of Data on School Students with Disability (NCCD).

*Note: a teacher is eligible to receive either the allowance under sub-clause 44.1(a) or 44.1(b), not both.*

- (c) **Principal in a designated school** who are employed full-time and required to perform teaching duties at the PLO1 to PLO2 designation, or a principal at the PLO3 level subject to CEO approval. This provision does not apply to a principal at PLO4 to PLO7 level;
- (d) **Teacher in-charge of a preschool with three or more teachers** is a teacher performing duties as a senior teacher, which can include a semi-autonomous preschool where three or more teachers are employed, provided that none of the latter teachers are classified as a senior teacher;
- (e) **Teacher in charge in a preschool with two or less teachers** is a teacher performing duties as a teacher in charge in a preschool where two or less teachers are employed, provided that neither person is classified as a senior teacher;
- (f) **Aboriginal Team Teacher or Classroom Teacher in charge** of a homeland learning centre for at least three or more days per week.

44.2 For the purposes of sub-clause 44.1(a) special education annexes and homeland learning centres receive the same allowance entitlement as the gazetted school that they are attached to.

44.3 Teaching allowances shall be paid fortnightly in addition to salary and shall count as salary for the purpose of taxation and superannuation.

44.4 Teaching allowances shall not be paid during periods of leave without pay which do not count as service.

44.5 Teaching allowances shall be paid to part-time employees on a pro rata basis.

## **45. Higher Duties Allowance**

45.1 An employee who performs the duties of a higher classification which has a maximum attainable annual salary:

- (a) not higher than the maximum attainable annual salary payable to an Administrative Officer 6, will be paid an allowance for performing the duties of the higher classification upon the completion of one day; or
- (b) higher than the maximum attainable annual salary payable to an Administrative Officer 6, will be paid an allowance for performing the duties of the higher classification upon the completion of six days.

*Note: The salary level for an Administrative Officer 6 can be found in Determination 1056 of 2023; as at 15 August 2024 it was \$107 721 subject to changes with the Administrative Officer 6 salary in the Northern Territory Public Sector Enterprise Agreement.*

45.2 For the purpose of this clause:

- (a) Higher duties is defined as temporary performance of the duties of a designation above the substantive designation occupied.
- (b) Higher duties allowance means the difference between the actual salary paid with respect to the substantive designation and the minimum salary point at which the employee would be paid were they to hold the higher duty designation as their substantive designation.
- (c) Substantive designation means the designation to which an employee has been appointed, permanently transferred or permanently promoted.
- (d) An employee may be directed to perform higher duties for which duties the employee shall be paid a higher duties allowance in accordance with clause 45.

45.3 Other conditions

- (a) An employee temporarily performing the duties of a designation, the conditions of service of which differ from those of the designation normally held by the employee, shall be subject to the conditions of service of that designation as though the permanent holder of that designation.
- (b) An employee who temporarily performs the duties of a designation which mandates criteria for advancement must meet that criteria before an allowance may be paid.

45.4 Partial payment of allowance

Where an employee performing higher duties does not perform all the duties applicable to that designation the CEO shall determine the higher duties allowance payable, calculated as a percentage of the duties performed, and subject to such conditions as the CEO approves.

45.5 Payment on leave

An employee who, immediately before proceeding on paid leave, other than long service leave, was receiving higher duties allowance, shall continue to be paid such a higher duties allowance at the same rate which would have applied if not on leave and to the extent that the CEO certifies that the higher duties allowance would have been payable but for the grant of leave.

#### 45.6 Higher Duties Allowance—Principal Level

- (a) An employee who is required to perform all or part of the duties of an Executive Contract Principal role for a minimum of six consecutive working days is eligible to receive a higher duties allowance in accordance with the applicable salary rates for ongoing principals specified in Schedule 4, where:
  - (i) payment of the higher duties allowance will be from the date of commencement of the six-day period until the employee ceases to perform the normal range of duties of the position;
  - (ii) the minimum salary of the applicable higher level, ongoing principal position is lower than or equal to the employee’s current salary:
    - A. the allowance will be calculated by reference to the pay point that first constitutes an increase in salary for the employee; or
    - B. an alternative amount determined and authorised as a percentage of the duties performed, where partial performance is directed.
- (b) For the avoidance of doubt, extension of the use of higher duties will not be used as an alternative to the appointment of an employee to a Principal level position.

#### 46. Travel Allowances

- 46.1 Employees performing duties may be entitled to travel allowances as determined by the Commissioner.
- 46.2 Travel allowances are calculated on the basis of the arrangements covered by the following By-laws:
  - (a) Travelling Allowance (By-law 30);
  - (b) Living Away from Home Allowance (By-law 30A); and
  - (c) Camping Allowance (By-law 31).

#### 47. Northern Territory Allowance

- 47.1 Subject to satisfying the annual review requirements, an employee in receipt of the Northern Territory Allowance on the day prior to 25 September 2018 will be eligible to continue to receive the allowance as per By-law 26 and By-law 49.

#### 48. First Aid Allowance

- 48.1 The Department acknowledges its obligation to provide adequate first aid to students and staff of schools and will encourage employees to obtain first aid certificates.
- 48.2 The Department will reimburse relevant fees to authorised employees for obtaining or renewing approved and recognised first aid qualifications.

48.3 First Aid Allowance will be paid fortnightly in accordance with the rates specified in Schedule 4 to those employees who hold a current first aid qualification and who are authorised as a designated first aid officer by the school's principal.

48.4 First Aid Allowance will only be paid during school semesters and/or periods of school business.

#### **49. Higher Education Loan Program (HELP) – New Recruits**

49.1 To assist with attraction and retention, subject to the recruitment objectives of the Department, the CEO may approve reimbursement of up to \$3 000 for a HELP debt.

49.2 Determination 1038 of 2024 outlines eligibility and conditions of HELP debt reimbursement.

#### **50. Relocation Allowance – Alice Springs**

50.1 To assist with attraction and retention for employees relocating to Alice Springs, up to 10 fortnightly relocation payments may be approved in line with Determination 1039 of 2024.

#### **51. Relocation Allowance – Katherine**

51.1 To assist with attraction and retention for employees relocating to Katherine, up to 15 fortnightly relocation payments may be approved in line with Determination 1078 of 2022.

#### **52. Office-Based Employees Performing Temporary School-Based Work**

52.1 Where an office-based employee is temporarily transferred to perform school-based work they will accrue time off in lieu (TOIL) equivalent to 1 work day for each 12 work days of school-based work performed.

52.2 The TOIL is provided in lieu of stand down entitlements that apply to school-based employees.

52.3 An employee will be required to utilise any TOIL accrued within three months of it accruing.

52.4 An employee will not be expected to fulfil their office-based duties for the period of their temporary transfer.

## Part 6 Remote Localities

### 53. Remote Incentive Allowance

- 53.1 Employees based in remote localities will be paid a Remote Incentive Allowance in lieu of the Allowance for Freight on Household Goods under By-law 44.
- 53.2 The Remote Incentive Allowance will only be paid to an employee residing and providing service in a remote locality and category as determined by the Commissioner.
- 53.3 Single and dependant rates for the Remote Incentive Allowance for the duration of this Agreement are as specified in Schedule 4.
- 53.4 The Remote Incentive Allowance for the dependant rate is payable only where the employee has recognised dependants, being an employee's spouse or de facto spouse, or children under the age of 18, who:
- (a) permanently reside with the employee; and
  - (b) who are not in receipt of income from any source which is greater than the weekly minimum adult wage as determined by the Commissioner.
- 53.5 The Remote Incentive Allowance will be paid fortnightly in addition to salary and will count as salary for the purposes of taxation and superannuation.
- 53.6 The Remote Incentive Allowance will be paid to part-time employees on a pro rata basis.
- 53.7 The Remote Incentive Allowance is not payable to an employee during periods of unpaid leave.

### 54. Remote Retention Payment

- 54.1 The Remote Retention Payment under clause 46 of the *Northern Territory Public Sector Non-Contract Principals, Teachers and Assistant Teachers' 2021-2024 Enterprise Agreement* has been rolled into clause 53 Remote Incentive Allowance of this Agreement.

### 55. End of Half Semester Travel

- 55.1 Employees permanently based at an approved isolated locality are entitled to travel assistance, provided at sub-clause 55.6, at the conclusion of half semester in a school year in accordance with the terms of this clause.
- 55.2 For the purposes of this clause an approved isolated locality in the Northern Territory which is situated more than 90 kilometres by road from Darwin or Alice Springs and which satisfies the following criteria:
- (a) the locality is located in isolation from a centre of significant population; and
  - (b) the locality lacks reasonable access by sealed all-weather road to a centre of significant population; and

- (c) the number of people in the locality can be interpreted as contributing to professional and cultural isolation of members located therein.
- 55.3 Where an employee's spouse is in receipt of fares or benefits from the NTPS the employee will be deemed an employee without dependents; provided that where an employee's spouse is in receipt of end of half semester travel from the NTPS, one of them must elect to be an employee without dependents for the purpose of this clause.
- 55.4 A schedule of approved isolated localities, in terms of this clause, is provided at Table 2 – Approved Isolated Schools in item 5.2.1 of Schedule 5.
- 55.5 An employee permanently based at an approved isolated locality is entitled to end of half semester travel for the employee and their dependents as follows:
- (a) in a school year in which the employee utilises an entitlement under By-law 43 at the conclusion of any one half semester;
  - (b) in a school year in which the employee does not utilise an entitlement under By-law 43 at the conclusion of any two half semesters.
- 55.6 An employee's entitlement under sub-clause 55.5 will be as follows:
- (a) reimbursement for return economy class travel by commercial air transport for the employee and the employee's dependents, to Darwin or Alice Springs, whichever is the nearer to the employee's workplace by normal commercial air transport; or
  - (b) reimbursement for return economy class travel by commercial air transport to an alternative mainland centre of significant population for the employee and the employee's dependents, provided that this travel does not exceed the cost of travel under sub-clause 55.6(a); or
  - (c) where travel is undertaken by road, an allowance for the use of a private vehicle on a specified journey in accordance with the provisions of By-law 43 provided that this allowance does not exceed the cost of travel under sub-clause 55.6(a).

## **56. Remote Localities – Additional Provisions**

- 56.1 In addition to the remote locality provisions under the PSEM Act, the following incentives will apply to employees working in remote locations during the term of this Agreement:
- (a) A 100% rental concession will apply to all remote employees residing in Department supplied accommodation across the Northern Territory.
  - (b) Part-time employees will be able to accumulate their pro rata fare out of isolated locality (FOIL) entitlements.
  - (c) For Classroom Teachers, guaranteed transfer to Darwin, Palmerston, Alice Springs or Katherine after three years of service in a remote locality.
  - (d) Four business days per year separate from emergency leave and subject to normal approval processes, to access services not available in the community.

- (e) Employees employed on a temporary basis who accrue an entitlement to a FOIL will have access to that FOIL provided that it is used during the period of employment, or that application to use the FOIL is made within 21 days of the expiry date of the employee's contract of employment.
- (f) Where an employee has incurred a higher cost in respect of household contents insurance than they would have incurred had they been based at the nearest urban centre, they may be eligible for reimbursement of the difference in household costs – refer to Determination 8 of 2015.
- (g) Where an employee would be disadvantaged in terms of lost holiday time when catching connecting flights to holiday destinations, they may be eligible to apply for special leave with pay for up to a day and a half, subject to operational requirements. Employees may apply once a year, prior to the close of business on the last day of the first or second semester – refer to Determination 1037 of 2024.
- (h) An employee:
  - (i) based at Laynhapuy Homelands School who works a minimum of 3 days a week in a Category 3 Homelands Centre will be eligible for Category 3 remote entitlements; or
  - (ii) based at the Tennant Creek Primary School who works a minimum of 3 days a week at the Mungkarta Homelands Centre will be eligible for Category 2 remote entitlements.

## **57. Special Study Leave Program**

- 57.1 An employee who performs periods of duty in a remote locality specified in the Remote Locality Provisions Determination issued by the Commissioner for Public Employment, will accumulate credit points towards eligibility for the special study leave program on full pay as specified in the determination, to the extent of:
- (a) one semester, where 20 credit points have been accumulated; or
  - (b) two semesters, where 40 credit points have been accumulated.
- 57.2 Two study leave points will be allocated to teachers for each year of service at Jabiru.
- 57.3 For the purpose of the Remote Locality Provisions Determination, and employees covered by this Agreement, a semester means the school semester.
- 57.4 As part of their application process, employees are required to provide a study plan covering the entire school semester (i.e. including any periods outside of university semester, or other approved learning program period).
- 57.5 This Agreement notes that the special study leave program is a provision set out through the above Determination and that the Department is responsible for the management and implementation of policy and procedures related to the program.

57.6 The CEO may grant provisional approval for the special study leave program, notwithstanding the employee is yet to accrue sufficient credit points, subject to the employee gaining those points at the end of the accrual period.

57.7 The Department will consult with the Union in relation to significant changes to policies and procedures associated with administration of the program.

## **58. Electricity Usage**

58.1 The Department and Union will develop a reasonable electricity usage policy for employees residing in Government Employee Housing, where electricity is being paid for by the Department.

58.2 The policy will include, amongst other considerations, that:

- (a) an employee's electricity usage must be reasonable, and excessive usage will be monitored and reviewed as necessary; and
- (b) if an employee's electricity usage is considered excessive, the Department will work with the employee, and their representative (where requested), to identify the cause of the excessive use to bring it down to a reasonable amount.

58.3 The Department and Union are committed developing the policy within six months of the commencement of the Agreement, or as soon as reasonably practicable.

## **59. Electricity Subsidy - Borroloola**

59.1 An electricity subsidy will be paid to employees based at Borroloola as follows:

- (a) 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 4, subject to the relevant category of remoteness and the employee's eligibility for the dependant/after-hours rate.
- (b) The electricity subsidy for the dependant/after-hours rate is payable only where the employee:
  - (i) has recognised dependants, being an employee's spouse or de facto spouse, or children under the age of 18, who:
    - A. reside with the employee;
    - B. are not eligible for assistance with electricity costs from any other source; and
    - C. are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the Commissioner.
- (c) The electricity subsidy shall be paid fortnightly in addition to salary and shall count as salary for the purpose of taxation and superannuation.

- (d) The electricity subsidy shall not be paid during periods of leave without pay which do not count as service.
- (e) The electricity subsidy shall be paid to part-time employees on a pro rata basis.
- (f) Only one subsidy is payable per dwelling.

**60. Remote Access to Satellite Television or Internet Services**

- 60.1 An employee based in a remote locality may apply to receive a payment of up to \$500 to offset the costs associated with the installation and initial subscription towards a satellite-based pay television or internet service.
- 60.2 An employee is eligible to receive a second payment within a 12-month period after receiving the first payment if the employee voluntarily transfers or is promoted to another remote locality.
- 60.3 An employee is eligible to receive subsequent payments where the employee is transferred at the direction of the Department to one or more remote localities.
- 60.4 The employee will be responsible for the ongoing subscription charges associated with the service.

## Part 7 Leave Provisions

### 61. Parental Leave

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

#### 61.1 Application

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

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

the employee has or will have responsibility for the care of the child.

#### 61.2 Definitions

For the purpose of this clause:

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

Where an employee is employed under two or more separate contracts of employment at the same time, as permitted under s 38A of the PSEM Act, and the employee requires parental leave under each contract, continuous service will be determined with respect to the total period of service with the employer.

- (c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:
- (i) the day on which the employee first takes parental responsibility for the child; or
  - (ii) the day on which the employee starts any travel that is reasonably necessary to take parental responsibility for the child.
- (d) **eligible casual employee** means a casual employee who has been engaged by the employer on a regular and systematic basis for a period of:
- (i) at least 12 months; or
  - (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and:
    - A. the employer terminated the previous engagement;
    - B. the employee was re-employed within three months after termination of the previous engagement; and
    - C. the total employment period (i.e. the current employment and previous engagement) is at least 12 months.
- (e) **medical certificate** means a certificate signed by a medical practitioner.
- (f) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 1995* and who both intend to combine their employer's paid parental leave entitlements in accordance with sub-clause 61.10.
- (h) **primary caregiver** means the person who is the primary carer of a child at and immediately following the time of birth or day of placement of a child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary caregiver on any particular day. In most cases, the primary caregiver will be the birth giver or the initial primary carer of a newly adopted child.

### 61.3 Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (sub-clause 61.8)	Less than 39 weeks or eligible casual employee	Nil	52 weeks	52 weeks

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
	Between 39 weeks and 12 months	Between 1 and 14 weeks*	Between 38 and 51 weeks	52 weeks
	At least 12 months	14 weeks	142 weeks	3 years
	At least 4 years and 35 weeks	Between 15 and 18 weeks*	Between 138 and 141 weeks	3 years
	At least 5 years	18 weeks	138 weeks	3 years
*Note: The amount of paid leave for employees with less than 12 months or 5 years (whichever is applicable) depends on the employee's continuous service at commencement of parental leave and the employee achieving the service requirements during the first 14 or 18 weeks of parental leave. The table in sub-clause 61.8 is used to calculate the amount of pro rata leave.				
<b>Partner leave (sub-clause 61.9)</b>	Less than 12 months or eligible casual employee	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years
	At least 5 years	2 weeks	154 weeks	3 years
<b>Pre-natal leave (sub-clause 61.4)</b>	All employees (excludes casuals)	8 hours		8 hours
<b>Leave for pregnancy-related illness (sub-clause 61.5)</b>	All employees	<i>(No paid leave under parental leave. Employee can elect to use accrued paid personal leave entitlements)</i>	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
<b>No safe job leave (sub-clauses 61.6(f) and 61.6(g))</b>	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in sub-clause 61.6(a))	For the entire risk period (as defined in sub-clause 61.6(a))
	Where an employee is entitled to	For the entire risk period		For the entire risk period (as defined in sub-clause 61.6(a))

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
	primary caregiver parental leave	(as defined in sub-clause 61.6(a))		
<b>Pre-adoption leave/ permanent care order application (sub-clause 61.7)</b>	Less than 12 months service or eligible casual employees	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
<b>Special maternity leave (miscarriage) (sub-clause 61.11(b))</b>	All employees	Compassionate leave is available <i>(Accrued paid personal leave may be available)</i>	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
<b>Special maternity leave (stillbirth) (sub-clause 61.11(c))</b>	employees	As for primary caregiver parental leave Compassionate leave is also available	As for Primary caregiver parental leave	As for Primary caregiver parental leave

#### 61.4 Pre-natal leave

- (a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling eight hours per pregnancy, to enable the employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to eight hours unpaid leave per pregnancy.
- (b) An employee must comply with the notice and evidence requirements set out in sub-clause 61.12 to access pre-natal leave.

#### 61.5 Leave for pregnancy-related illness

- (a) A pregnant employee who has not yet commenced primary caregiver parental leave is entitled to unpaid leave for a pregnancy-related illness.
- (b) An employee is entitled to take such period of leave as a medical practitioner certifies as necessary.

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

61.6 Transfer to an appropriate safe job

- (a) This clause applies where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue their present work for a stated period (the risk period).
- (b) The CEO will (if there is an appropriate safe job available and if reasonably practicable) transfer the employee to an appropriate safe job during the risk period.
- (c) Unless agreed by the employee, an employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until the commencement of parental leave.
- (d) During the risk period, the employee is entitled to the employee's full rate of pay (for the position they were in before the transfer) for the hours that the employee works in the risk period. For this clause, full rate of pay is as defined in section 18 of the FW Act.
- (e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (f) An employee is entitled to paid no safe job leave for the risk period, or part thereof, that the employee does not work, if:
  - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
  - (ii) the employee is entitled to primary caregiver parental leave in association with the pregnancy and birth; and
  - (iii) the employee has complied with the notice and evidence requirements set out in sub-clause 61.12 for taking primary caregiver parental leave.
- (g) An employee is entitled to unpaid no safe job leave for the risk period, or part thereof, if:
  - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
  - (ii) the employee is not entitled to primary caregiver parental leave in association with the pregnancy and birth (i.e. a pregnant casual

employee who does not meet the definition of eligible casual employee); and

- (iii) if required by the CEO, the employee has given the CEO evidence that would satisfy a reasonable person of the pregnancy.
- (h) If an employee is transferred to an appropriate safe job to work ordinary hours less than their usual ordinary hours during the risk period, the employee is entitled to paid or unpaid no safe job leave for the balance of their usual ordinary hours (subject to the requirements for those forms of leave being met).

#### 61.7 Pre-adoption or permanent care order application leave

- (a) An employee seeking to adopt a child is entitled to take two days pre-adoption or permanent care order application leave for the purposes of attending interviews or examinations required:
  - (i) in order to obtain approval for the employee's adoption of a child; or
  - (ii) when making an application for a permanent care order.
- (b) Leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.
- (c) Pre-adoption or permanent care order application leave is paid leave, except for employees with less than 12 months continuous service or for casual employees where it is provided without pay.
- (d) An employee must comply with the notice and evidence requirements set out in sub-clause 61.12 to access pre-adoption leave.

#### 61.8 Primary caregiver parental leave

- (a) Primary caregiver parental leave is available to full-time, part-time and eligible casual employees who will be the primary caregiver of the child.
- (b) Entitlement to primary caregiver parental leave
  - (i) An eligible casual employee is entitled to up to 52 weeks unpaid primary caregiver parental leave.
  - (ii) An employee with less than 39 weeks continuous service at the time of commencing parental leave is entitled to up to 52 weeks unpaid primary caregiver parental leave.
  - (iii) Subject to sub-clause 61.8(b)(v), an employee with at least 39 weeks continuous service, but less than four years and 35 weeks continuous service, at the time of commencing parental leave is entitled to primary caregiver parental leave, comprising of [A] and [B] below:
    - A. Paid leave according to the following formula, up to a maximum of 14 weeks:

Number of weeks continuous service - 38 = Number of weeks paid parental leave (up to a maximum of 14 weeks)

- B. Unpaid leave for the remaining balance of the following total leave periods:
- 1) 52 weeks for employees with less than 12 months continuous service; or
  - 2) 3 years for employees with 12 months continuous service or more.

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

*Examples:*

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

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

- (iv) Subject to sub-clause 61.8(b)(vi) an employee with at least four years and 35 weeks continuous service at the time of commencing parental leave is entitled to up to three years primary caregiver parental leave, comprising of (A) and (B) below:

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

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

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

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

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

*Examples:*

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

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

- (v) Employees with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with sub-clause 61.8(b)(iii), provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 12 months continuous service, any primary caregiver parental leave paid will be an overpayment and managed in accordance with clause 34 (Integrity of Payments).
- (vi) Employees with at least 4 years and 35 weeks but less than five years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with sub-clause 61.8(b)(iv), provided they will achieve five years continuous service during the first 18 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving five years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance with clause 34 (Integrity of Payments).

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

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

(c) Commencement of primary caregiver parental leave

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

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

- (d) Exemptions to primary caregiver parental leave
  - (i) An employee is not entitled to primary caregiver parental leave in circumstances where:
    - A. the employee’s spouse (whether an NTPS employee or not) meets the definition of ‘primary caregiver’ as set out in sub-clause 61.2; or
    - B. the employee has taken (or is eligible for) partner leave entitlements under sub-clause 61.9 in relation to the child.

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

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

#### 61.9 Partner leave

Partner leave is available where an employee has or will have parental responsibility for the care of their child but is not the primary caregiver. *(Note: ‘primary caregiver is defined in sub-clause 61.2(h)).*

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

- (b) Taking partner leave
- (i) Partner leave may commence up to one week prior to the expected date of birth or placement of the child (unless the CEO agrees to an alternative arrangement).
  - (ii) Partner leave must not extend beyond the following periods:
    - A. In the case of an employee with less than 12 months continuous service at the time of commencing partner leave, or eligible casual employees: 24 months from the date of birth or placement of the child.
    - B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: three years from the date of birth or placement of the child.
  - (iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to eight weeks of their total partner leave entitlement in sub-clause 61.9(a) in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise.
  - (iv) An employee must comply with the notice and evidence requirements set out in sub-clause 61.12 in order to access partner leave.

*Note: Partner leave must be taken in a single continuous period unless the employee is accessing sub-clause 61.9(b)(iii) or the combined parental leave provisions in sub-clause 61.10.*

- (c) Paid partner leave – change in carer responsibilities within certain time period
- (i) An employee who has completed at least 12 months of continuous service at the time of commencing parental leave (and who is not entitled to combined parental leave under sub-clause 61.10) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:
    - A. the employee’s spouse is the primary caregiver at and immediately following the birth or placement of the child;
    - B. the employee’s spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least five years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);
    - C. as a consequence of the employee’s spouse no longer being the primary caregiver, the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child’s physical needs more than anyone else; and
    - D. the employee has complied with the notice and evidence requirements set out in sub-clause 61.12.

- (ii) The portion of their unpaid partner leave that the employee is entitled to be paid is equivalent to the period between the date on which the employee took over caring responsibilities for the child from employee's spouse and:
  - A. for employees with at least 12 months but less than five years continuous service: 14 weeks from the birth or placement of the child; or
  - B. for employees with at least five years continuous service: 18 weeks from the birth or placement of the child.

#### 61.10 Combined parental leave

- (a) An NTPS employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave pay scheme) provided that:
  - (i) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to three years parental leave;
  - (ii) each employee is eligible for paid parental leave; and
  - (iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.
- (b) Combined parental leave is subject to the following requirements:
  - (i) compliance with the notice and evidence requirements for taking parental leave set out in sub-clause 61.12;
  - (ii) a maximum of two interchanges of employees sharing combined parental leave; and
  - (iii) evidence that parental leave will be utilised by both members of the NTPS employee couple.
- (c) For the avoidance of doubt, where an NTPS employee couple combines their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, that employee will be paid their ordinary rate of pay for the period of leave.

#### 61.11 Special maternity leave

- (a) An employee who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where the employee's pregnancy ends other than by the birth of a living child.
- (b) Miscarriage – end of a pregnancy during the first 20 weeks of pregnancy
  - (i) In the event of a miscarriage, an employee may access unpaid special maternity leave for such period as a medical practitioner certifies as necessary.

- (ii) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
  - (iii) An employee may also be eligible for paid compassionate leave in accordance with clause 75.
- (c) Stillbirth – end of a pregnancy after 20 weeks or as otherwise provided in section 77A(2) of the FW Act
- (i) In the event of a stillbirth, an employee may access their primary caregiver parental leave entitlements (sub-clause 61.8) as if the child had been born alive.
  - (ii) An employee may also access compassionate leave in accordance with clause 75.

61.12 Notice and evidence requirements

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

	<b>Timeframe to provide notice</b>	<b>Types of notice required</b>	<b>What must be included in the notice</b>
<b>Primary caregiver parental leave (sub-clause 61.8) and partner leave (sub-clause 61.9)</b>			
<b>Intention to take primary caregiver leave or partner leave</b>	10 weeks prior to commencement date of leave	<b>Written notice and evidence</b> that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)	Confirmation that the employee intends to take leave and the proposed start and end dates.
<b>Prior to commencement of the primary caregiver leave or partner leave</b>	4 weeks prior to commencement date of leave	<b>Written notice and evidence</b> that would satisfy a reasonable person, that the leave is being taken for the purpose requested	<b>Written notice:</b> confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and

	<b>Timeframe to provide notice</b>	<b>Types of notice required</b>	<b>What must be included in the notice</b>
		(this may include medical certificate if requested by the CEO)  And a <b>statutory declaration</b>	<u>if the leave is birth related leave:</u> the date of birth, or expected date of birth of the child; or <u>if the leave is adoption/permanent care order related leave:</u> the day of placement, or the expected placement, of the child.  <b>Statutory declaration:</b> <u>if the request is for primary caregiver leave:</u> a statement that the employee will become the primary caregiver at all times while on leave; or <u>if the request is for partner leave:</u> a statement that the employee will have responsibility for the care of the child at all times while on leave.
<b>Pregnancy related illness (sub-clause 61.5)</b>			
<b>All circumstances</b>	As soon as reasonably practicable (which may be a time after the leave has started)	<b>Written notice and a medical certificate</b>	<b>Written notice:</b> the proposed start and end date of the leave <b>Medical certificate:</b> stating the employee is unfit for work for the stated period because of a pregnancy-related illness.
<b>Special maternity leave (sub-clause 61.11)</b>			
<b>Miscarriage or Stillbirth</b>	As soon as reasonably practicable (which may be a time after the leave has started)	<b>Written notice and a medical certificate</b>	<b>Written notice:</b> - the proposed start and end date of the special maternity leave <b>Medical certificate:</b> - stating the pregnancy has ended before the

	<b>Timeframe to provide notice</b>	<b>Types of notice required</b>	<b>What must be included in the notice</b>
			expected date of birth other than by the birth of a living child.
<b>Pre-adoption or permanent care order application leave (sub-clause 61.7)</b>			
<b>All circumstances</b>	As soon as practicable (which may be a time after the leave has started)	<b>Written notice, and at the request of the CEO satisfactory evidence supporting the leave.</b>	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or permanent care order application.
<b>Pre-natal leave (sub-clause 61.4)</b>			
<b>Per occasion</b>	As soon as reasonably practicable	<b>Written notice, and at the request of the CEO satisfactory evidence supporting the leave.</b>	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

#### 61.13 Keeping in touch days

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

#### 61.14 Other employment while on parental leave

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

#### 61.15 Extending parental leave

- (a) Where the initial period of parental leave is less than 12 months
  - (i) An employee who is on an initial period of parental leave of less than 12 months under sub-clause 61.8 or 61.9, is entitled to extend their period of parental leave up to the full 12 month period, provided that:
    - A. The employee notifies the CEO in writing at least four weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.
  - (ii) An employee that has made a request to extend their parental leave in accordance with sub-clause 61.15(a)(i) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:
    - A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible casual employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or
    - B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed three years after the date of birth or day of placement of a child.
- (b) Where the initial period of parental leave is more than 12 months
  - (i) An employee who is on an initial period of parental leave of more than 12 months under sub-clause 61.8 or 61.9 and is eligible for up to three years parental leave, is entitled to request that their period of parental leave be extended, provided that:

- A. the employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and
  - B. the new end date of parental leave is not beyond three years after the date of birth or day of placement of the child.
- (ii) The employee is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirements prescribed by sub-clause 61.15(b)(i).
  - (iii) The CEO must respond to a request made by an employee under this clause in accordance with sub-clause 61.18 below.
- (c) For the avoidance of doubt, an employee who has taken three years parental leave (i.e. their maximum entitlement) is not entitled to extend their period of parental leave.

#### 61.16 Superannuation contributions during parental leave

- (a) Employer superannuation contributions will be paid for employees during the first 12 months of their parental leave as if they had been at work. The superannuation contributions will be paid during periods of both paid and unpaid leave.
- (b) For the period of an employee's paid Primary Caregiver Parental Leave or Special Maternity Leave (stillbirth) entitlements, employer superannuation contributions will be paid at double the legislated employer superannuation guarantee rate for the period of their paid parental leave.
- (c) Eligibility
  - (i) An employee must have at least 12 months continuous service at the time of commencing parental leave.
  - (ii) This clause only applies in relation to the following forms of parental leave:
    - A. Primary Caregiver Parental Leave, as per sub-clause 61.8.
    - B. Special Maternity Leave (stillbirth), as per sub-clause 61.11(c).
    - C. Ssub-clause 61.16(a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, sub-clause 61.16(b) does not apply to Partner Leave, including periods of paid Partner Leave where employee takes over caring responsibilities for their child under sub-clause 61.9(c).
  - (iii) This clause does not apply to casual employees.
- (d) Should the employee elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions

under sub-clause 61.16(b) will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

*For example, if an employee utilises 14 weeks of paid parental leave over a period of 28 weeks (i.e. leave taken at half pay), double superannuation contributions under sub-clause 61.16(b) will only be paid for the first 14 weeks. For the remaining 14 weeks of paid parental leave, superannuation contributions will apply as if the employee had been at work.*

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

#### 61.17 Return to work after a period of parental leave

(a) Returning to work within the first six weeks of birth

(i) An employee who is the birth giver and elects to return work within the first six weeks following the birth of the child must provide a medical certificate stating that the employee is fit for work during that period.

(b) Returning to work early

(i) During a period of parental leave an employee is entitled to request that they return to work early, provided that the employee makes an application to the CEO in writing at least:

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

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

(ii) The CEO must respond to a request made by an employee under this clause in accordance with sub-clause 61.18 below.

(c) Cancelling leave or returning to work – stillbirth or death of a child

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

(i) before the period of leave starts, give the CEO written notice cancelling the leave; or

(ii) if the period of leave has started, give the employer at least four weeks written notice that the employee wishes to return to work on a specified day.

- (d) Returning to work at the conclusion of parental leave
- Prior to the expiration of parental leave, an employee intending to return to work must notify the CEO in writing of their intention to return to work at least:
- (i) four weeks before the expiration of parental leave where the employee has been on parental leave for a period of up to 52 weeks; or
  - (ii) 12 weeks before the expiration of parental leave where the employee has been on parental leave for a period in excess of 52 weeks.
- (e) Returning to work on reduced hours
- (i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to six months in order to care for their child.
  - (ii) Where an employee makes an election under sub-clause 61.17(e)(i), notification must be given as soon as possible but no less than eight weeks prior to the date that the employee is due to return to work from parental leave.
  - (iii) Part-time employment will be facilitated in accordance with clause 27 (Part-time employment).
  - (iv) The CEO must facilitate an election made by an employee under this clause.
  - (v) Where the CEO agrees, an employee may continue on reduced hours for a period greater than six months.
- (f) Returning to pre-parental leave position
- (i) An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing parental leave, or if the pre-parental leave position no longer exists, to a position of similar pay and status.
  - (ii) In circumstances where the employee has elected to return to work on reduced hours for up to six months in accordance with sub-clause 61.17(e)(i) and the election cannot be accommodated as per sub-clause 61.17(f)(i), the employee is entitled to alternative duties. Whilst undertaking alternative duties, the employee is entitled to their full rate of pay (for the position the employee would otherwise have returned to) for the ordinary hours that the employee works.
  - (iii) In circumstances where the employee was transferred to an appropriate safe job in accordance with sub-clause 61.6, the employee's pre-parental leave position will be the position the employee held prior to the appropriate safe job transfer.
  - (iv) In circumstances where the employee was promoted to a new position while on parental leave, the employee is entitled to return to the new position.

#### 61.18 CEO review of certain employee requests

- (a) This clause applies to an employee's request to:
  - (i) extend parental leave (sub-clause 61.15);
  - (ii) return to work early (sub-clause 61.17(b)); or
  - (iii) reduce their ordinary hours of work for a period greater than 6 months (sub-clause 61.17(e)(v)).
- (b) The CEO will consider an employee's request and respond in writing within 21 days.
- (c) In considering an employee's request, the CEO will have regard to the employee's circumstances. Provided the employee request is genuinely based on the employee's parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in sub-clause 4.1(kk).
- (d) An employee request and the CEO's response must be recorded in writing.

#### 61.19 General conditions

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

*For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay. In addition, only the first 14 weeks of the half pay period counts for service. See sub-clause 61.19(h)(ii).*

- (iii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave on half pay.

- (e) Access to other leave entitlements while on parental leave
  - (i) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
  - (ii) Taking other paid leave entitlements in conjunction with unpaid parental leave does not:
    - A. break the continuity of the period of parental leave; or
    - B. extend the maximum period of parental leave an employee is entitled to.
- (f) Consultation and communication during parental leave
  - (i) Where an employee is on parental leave and a definite decision has been made to introduce a substantial change to the workplace, the CEO will take reasonable steps to:
    - A. make information available to the employee; and
    - B. provide the employee an opportunity to discuss any significant effect the change will have on the status, pay, location or responsibility level of the employee's pre-parental leave position.
  - (ii) An employee on parental leave must take reasonable steps to inform the CEO about any significant matter that will affect the duration of the parental leave, the employee's intention to return to work or the employee's intention to make a request to work reduced hours in accordance with 61.17(e).
- (g) Replacement employees
  - (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
  - (ii) Before the CEO engages a replacement employee, the CEO must inform that person of the:
    - A. temporary nature of the employment;
    - B. return to work rights of the employee who is being replaced; and
    - C. rights of the CEO to require the employee on parental leave to return to work if the employee ceases to have any responsibility for the care of the child.
- (h) Effect of parental leave on service
  - (i) A period of parental leave does not break an employee's continuity of service.

- (ii) Any period of paid parental leave will count as service, however where an employee elects paid parental leave at half pay, in accordance with sub-clause 61.19(d), service will only count for a period equal to taking the paid leave at full pay.
- (iii) A period of unpaid parental leave will not count as service.

## **62. Personal Leave**

### **62.1 General**

- (a) An employee may, subject to notice and evidence requirements, take personal leave if the leave is:
  - (i) because the employee is not fit for work because of a personal illness, or personal injury affecting the employee (personal leave); or
  - (ii) to provide care or support to a member of the employee's immediate family or household who requires such care or support because of:
    - A. a personal illness or personal injury affecting the member (carer's leave); or
    - B. an unexpected emergency affecting the member (carer's leave).

### **62.2 Paid Personal Leave Entitlement**

- (a) An ongoing full-time employee is entitled to:
  - (i) three weeks paid personal leave on commencement of employment; and
  - (ii) three weeks paid personal leave on each anniversary of the employee's commencement date subject to sub-clause 62.2(g).
- (b) A fixed period full-time employee is entitled to:
  - (i) five 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 annually on the anniversary of the employee's commencement date.
- (c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of sub-clause 62.2(a) 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.

- (d) A part-time employee is entitled to paid personal leave on a pro rata basis in accordance with the employee's agreed hours of work.
- (e) Casual employees are not entitled to paid personal leave.
- (f) Paid personal leave is cumulative.
- (g) 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 as required in sub-clause 62.6;
  - (ii) unauthorised absence; or
  - (iii) leave without pay that does not count as service.
- (h) An employee may elect to access personal leave at half pay where the absence is at least one day.

#### 62.3 Unpaid carer's leave – casual employees

- (a) Casual employees are entitled to two days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of sub-clauses 62.5 and 62.6.
- (b) Unpaid carer's 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 CEO.
- (c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in sub-clause 62.3(a).

#### 62.4 Additional Personal Leave

Where paid personal leave credits are exhausted:

- (a) Unpaid carer's leave
  - (i) An employee is entitled to access up to two days unpaid carer's leave on each occasion that the employee requires carer's leave.
  - (ii) Carer's 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 CEO.
  - (iii) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in sub-clause 62.4(a)(i).
- (b) An employee may apply for, and the CEO may grant, after considering all the circumstances:
  - (i) additional personal leave on half pay, which cannot be converted to full pay; or

- (ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.
- (c) Additional leave utilised under sub-clause 62.4 is subject to the notice and evidence requirements in sub-clauses 62.5 and 62.6.

#### 62.5 Notice Requirements

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

#### 62.6 Documentation Requirements

- (a) An employee must apply for personal leave in the form required by the CEO as soon as it is reasonably practicable for the employee to make the application.
- (b) Subject to sub-clause 62.6(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 sub-clause 62.1(a)(i) (personal leave), an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
  - (i) a medical certificate from a registered health practitioner; or
  - (ii) if it is not reasonably practicable for the employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside outside an urban area or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:
    - A. the reasons why it was not practicable to provide a medical certificate; and
    - B. the reason for and length of the absence.
- (c) Subject to sub-clause 62.6(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 sub-clause 62.1(a)(ii) (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;

- (iii) A CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.
- (d) An employee may access personal leave without providing documentary evidence, up to a maximum of five days or the equivalent number of hours of duty per personal leave year, provided that no more than three of those days may be consecutive working days or the equivalent number of hours of duty.

62.7 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of sub-clauses 62.5 and 62.6 and the recreation leave and long service leave provisions, an employee may access paid personal leave during periods of recreation and long service leave.
- (b) Where recreation leave or long service leave had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

62.8 Medical examination at the direction of the CEO

- (a) The CEO 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;
  - (ii) it is considered that an employee's efficiency may be affected due to illness or injury;
  - (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) under 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 sub-clause 62.8(a) who is:
  - (i) absent on approved personal leave covered by documentary evidence, is entitled to continue on personal leave until the findings of the medical examination are known;
  - (ii) an employee other than one to which sub-clause 62.8(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known;

and 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 CEO will not grant personal leave where the employee fails to attend a medical examination without reasonable cause, or where illness or injury is

caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

#### 62.9 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.

### 63. Infectious Diseases Leave

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

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

the CEO may grant

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

63.2 Where an employee suffers an injury or disease in the course of their employment they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1986*.

### 64. War Service Leave

64.1 Eligibility

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

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

64.2 The leave available under this clause will be in addition to the employee's personal leave entitlement and any repatriation benefits provided by the Department of Veterans Affairs.

#### 64.3 Documentary requirements

- (a) An employee must produce a statement from the Department of Veteran Affairs giving details of what conditions have been accepted as being war caused, caused by peace-keeping or hazardous operational service. These conditions are to be noted on the employee's personal leave record.
- (b) Applications for war service leave must be accompanied by a medical certificate stating the period of leave applied for is attributed to the employee's Defence Service (as permitted under this clause) caused condition or illness.

#### 64.4 Accrual of Leave

- (a) On the date of their commencement of employment in the NTPS, or the date of recognition of the illness or condition, whichever is the later, an employee will be entitled to:
  - (i) an initial (and once only) non-accumulative credit of nine weeks at full pay; and
  - (ii) an accumulative credit of three weeks at full pay.
- (b) After each period of 12 months service a further accumulative credit of three weeks at full pay, subject to a maximum balance of nine weeks cumulative accrual at any time.
- (c) An employee's accumulative war service leave entitlement will be deferred by any period of:
  - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in sub-clause 62.6;
  - (ii) unauthorised absence; or
  - (iii) leave without pay that does not count as service.
- (d) Leave is available to use for any illness or condition attributed to war service, as per sub-clause 64.3. For avoidance of doubt, a subsequent condition or illness does not entitle the employee to a further nine weeks or more than three weeks accumulation per 12 months of service.

#### 64.5 Granting of leave

- (a) War service leave granted under this clause shall be deducted from the non-accumulative credit in the first instance and when this credit is exhausted, from the accumulative credit.
- (b) Where an employee has exhausted their war service leave entitlement, they can apply to the CEO to access their accrued personal leave entitlements in accordance with clause 62 Personal Leave.

#### 64.6 Recognition of Prior Service

- (a) For the purposes of this clause, all periods of service with the Northern Territory Public Sector, Australian Public Service or another Territory or State Public Service/Sector, where war service personal leave entitlements are provided, are

to be considered as continuous service regardless of the length of any break in service.

- (b) Any accumulative or non-accumulative credit available at the end of one period of service must be carried forward to any subsequent period of service.

## 65. Recreation Leave

### 65.1 Definitions

For the purpose of this clause:

- (a) **month** means a calendar month;
- (b) **year** means a calendar year.

### 65.2 Recreation Leave

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

### 65.3 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.

### 65.4 Granting of Leave

- (a) The CEO may, on application in writing by the employee, other than an employee to whom sub-clause 65.4(b) applies, grant leave for recreation purposes, subject to the agency's operational requirements.

- (b) An employee on school-based conditions will, unless otherwise directed, be deemed to be on recreation leave on and from the first working day succeeding the last day on which the employee's school is open in a calendar year, and the period of leave will be to the limit of available recreation leave credits or to the day preceding the first day on which the school is open in the next calendar year.

#### 65.5 Public Holidays

- (a) Where a public holiday occurs during recreation leave, (including recreation leave at half pay taken under clause 67 – Special Leave with Pay), the employee is entitled to their full rate of pay that the employee would have been paid had the public holiday fallen on a day that the employee was not on recreation leave; and
- (b) The period of the public holiday is not deducted from the employee's recreation leave entitlement.

#### 65.6 Excess Leave

Where an employee has accrued recreation leave entitlements in excess of two years (or three years 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 balance to the equivalent of two years (or three years in the case of a compulsory transferee) of entitlements.

#### 65.7 Frozen Recreation Leave

- (a) Where an office-based employee transfers to a school-based teaching position, all accrued recreation leave entitlements, calculated up to the day prior to the transfer, will be frozen.
- (b) Frozen recreation leave entitlements may be utilised where a school-based teaching employee doesn't have sufficient paid leave to cover a stand down or end of school year holiday period.
- (c) An employee may elect to cash-out frozen recreation leave in accordance with sub-clause 65.9.
- (d) An employee who resigns with frozen recreation leave entitlements shall have the entitlement paid in lieu in accordance with sub-clause 65.11.
- (e) An employee with frozen recreation leave, who transfers back to an office-based position, may access the recreation leave in accordance with office-based employee approval processes.

#### 65.8 Cash-out of Leave – Office-based employees

- (a) An office-based employee may apply, in writing, to the CEO to cash-out an amount of the employee's available recreation leave provided that:
  - (i) the employee's remaining accrued entitlement to paid recreation leave is not less than four weeks;
  - (ii) each cashing-out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;
  - (iii) 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 forgone; and
  - (iv) a minimum of five days to be cashed-out on any occasion.

#### 65.9 Cash-out of Leave – School-based employees

A school-based employee who has a frozen recreation leave credit as the result of working and accruing recreation leave in a non-teaching capacity, and not being able to use that leave prior to commencing their teaching roles may apply, in writing, to the CEO to cash-out their excess leave provided that:

- (a) the employee's remaining accrued entitlement to paid recreation leave is not less than four weeks;
- (b) each cashing-out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO 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 forgone; and
- (d) a minimum of five days to be cashed-out on any occasion.

#### 65.10 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 62 (Personal Leave), the CEO may grant personal leave and authorise the equivalent period of recreation leave to be re-credited.

#### 65.11 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 employer has directed that an employee shall be presumed to have died on a particular date, the CEO 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 CEO's discretion.

## **66. Recreation Leave at Half Pay**

66.1 This clause only applies to office-based employees.

66.2 An office-based employee may apply to utilise one or more weeks of their recreation leave at half pay, in order to double the period of the leave.

66.3 An office-based employee cannot utilise recreation leave at half pay whilst under a Flexible Lifestyle (purchased) leave arrangement.

66.4 Where an office-based employee utilises an amount of recreation leave at half pay:

- (a) leave entitlements will accrue as if the employee had utilised the amount of recreation leave at full pay.

*For example, if an office-based employee utilises two weeks of recreation leave over a period of four weeks at half pay, all leave entitlements will accrue over the first two weeks of leave, as if the employee was on recreation leave with full pay, and no leave entitlements will accrue over the final two weeks of recreation leave on half pay.*

- (b) salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.

66.5 A period of recreation leave at half pay does not break continuity of service.

66.6 The second half of the period of leave at half pay will not count as service and service-based entitlements will be adjusted accordingly.

*For example: If an office-based employee utilises two weeks recreation leave over a period of four weeks at half pay, service-based entitlements (e.g. personal leave, long service leave, paid parental leave) will be deferred by two weeks.*

## **67. Special Leave With Pay**

67.1 A new employee:

- (a) who commenced employment for the first time under the Agreement, after the first day of term 1 of a school year; and
- (b) whose employment continues beyond the commencement of the first day of term 1 of the following year; and
- (c) was not employed in another role within the Northern Territory Public Sector (NTPS) immediately before that employment commenced; and
- (d) will not have not accrued sufficient recreation leave to cover the '6 week' end of year school holiday period;

shall be allocated special leave with pay for the period not covered by their accrued recreation leave.

- 67.2 A new employee employed in Gunbalanya:
- (a) who commenced employment for the first time under the Agreement, after the first day of term 3 of the school year; and
  - (b) whose employment continues beyond the commencement of the first day of term 3 of the following school year; and
  - (c) was not employed in another role within the Northern Territory Public Sector (NTPS) immediately before that employment commenced; and
  - (d) will not have not accrued sufficient recreation leave to cover the '6 week' school holiday period as varied in accordance with clause 106 – Flexible School Year – Identified Remote Schools;

shall be allocated special leave with pay for the period not covered by their accrued recreation leave.

- 67.3 The special leave with pay will only be allocated for periods of directed recreation leave usage in accordance with clause 31 Stand Down Arrangements, being the '6 week' end of year school holiday period (i.e. December/January; or June/July for Gunbalanya where they have varied their term times within a school year).
- 67.4 Employees will not be allocated special leave with pay for any period of leave that has already been approved where Special Leave may otherwise had applied (e.g. if a period of personal leave either with or without pay may have been taken in this period).
- 67.5 If an employee takes unpaid leave that does not count as service, which would reduce the amount of leave accrued, the special leave with pay will not be used to compensate for the reduced leave entitlement caused by the unpaid leave.

*(Note: For sub-clauses 67.1(a) and 67.2(a), an employee will be a Teacher, Principal or Aboriginal Team Teacher for the first time in the Northern Territory where they have not previously held a role as a Teacher, Aboriginal Team Teacher or Principal in the Northern Territory in the 7 years prior to their commencement of employment.*

*For sub-clauses 67.1(c) and 67.2(c), other roles within the NTPS includes roles under this Agreement and other Enterprise Agreements under which the Northern Territory is the employer.)*

### **Residential Youth Justice Campuses**

- 67.6 The school-based leave conditions for employees working in Tivendale School, Owen Springs Education Centre and Residential Youth Justice Campuses are varied to meet the needs of the facilities.
- 67.7 Employees shall be allocated two weeks stand down and four weeks special leave with pay per annum.
- 67.8 Special leave with pay in accordance with sub-clause 67.7 shall be in addition to the six weeks recreation leave and two weeks stand down.

67.9 The two weeks stand down referred to in sub-clause 67.7 is to be taken during the Christmas/New Year fortnight when Tivendale School and Owen Springs Centre are closed.

67.10 The four weeks special leave with pay must be taken as follows:

- (a) One week during March/April;
- (b) Two weeks during June/July; and
- (c) One week during September/October.

### **General Provisions**

67.11 For the purposes of this clause:

- (a) Special leave with pay does not accrue and will be forfeited if not used in any given year.
- (b) Employees on any form of leave without pay (e.g. Parental Leave, Personal Leave) equal to or greater than 15 business days in the preceding breaks in sub-clause 67.10 will receive a pro rata special leave payment, calculated in accordance with the number of hours worked per week in that preceding break period.
- (c) The special leave with pay cannot be cashed up, and there is no entitlement for it to be paid out in lieu for any reason.
- (d) The special leave with pay period cannot be re-credited or extended for the purposes of personal leave, public holidays or any other purpose.

## **68. Recreation Leave Loading**

68.1 Recreation leave loading entitlement

- (a) In addition to normal salary payment for recreation leave, an employee is entitled to a recreation leave loading on 1 January each year. The amount of the loading will be the lesser of:
  - (i) 17.5% of the value of the annual recreation leave accrued over the previous year based on the employee's salary, including allowances in the nature of salary; or
  - (ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the June quarter of the previous year.

68.2 Payment of recreation leave loading

- (a) An employee who is approved to use at least one week of recreation leave may apply for an accrued recreation leave loading.
- (b) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loading plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.

- (c) Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at sub-clause 68.2(b) will be the salary payable had the employee been employed on 1 January of that year.

#### 68.3 Automatic cash-out

- (a) Where an employee, other than a school-based, has two or more recreation leave loadings, the following automatic payment provisions will apply:
  - (i) The common cash-up date for the automatic payment of recreation leave loadings is the second payday in January of each year or in any case by the end of January each year;
  - (ii) An employee with two accrued recreation leave loadings as at 1 January will have one recreation leave loading automatically paid on the common cash-up date of that year;
  - (iii) Recreation leave loadings will be paid in the order of accrual; and
  - (iv) Recreation leave loadings will continue to be taxed in accordance with current Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.

### 69. Flexible Lifestyle (Purchased) Leave

69.1 Flexible lifestyle leave is a voluntary arrangement where employees may purchase between one to eight weeks of additional leave, with a corresponding reduction in the number of working weeks.

69.2 Flexible lifestyle leave arrangements are subject to agency operational requirements and approval by the CEO.

#### 69.3 Eligibility

An employee must:

- (a) have completed at least 12 months continuous service;
- (b) not have any excess recreation leave, as defined in sub-clause 65.6 (Excess Leave); and
- (c) have exhausted their long service leave entitlements, or satisfied the conditions of By-law 8.3.

#### 69.4 Method of purchase

Flexible lifestyle leave is purchased in advance at an amount equal to the salary for the additional leave. Payments are deducted from the employee's gross fortnightly salary over a 12 month period, or shorter period approved by the CEO.

#### 69.5 General conditions

- (a) A flexible lifestyle leave arrangement must not result in an employee having a total leave balance greater than the excess leave limits in sub-clause 65.6 (Excess Leave) after the period of the arrangement.
- (b) If an employee does not use their purchased leave within the agreed period, it will lapse and the employee will be reimbursed monies paid.
- (c) Flexible lifestyle leave may be taken in periods of two or more days.
- (d) A flexible lifestyle leave arrangement must be in writing and is non-renewable. On the expiry of an existing arrangement, the employee may lodge a new application for approval by the CEO.
- (e) Flexible lifestyle leave is available for use three months from the commencement date of the arrangement.

#### 69.6 Effect on Other Entitlements

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

#### 69.7 Independent advice

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

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

## 69.8 Cessation of Arrangement

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

## 70. Leave Airfares and Cashing up of Leave Airfares

### 70.1 Leave Airfares

- (a) Aboriginal Team Teachers employed on or before 31 July 1987 are entitled to receive leave airfares in accordance with By-laws 33 or 47.
- (b) Teachers and Principals employed on or before 12 April 1990 are entitled to receive leave airfares, as determined by the Commissioner, in accordance with By-laws 33 or 47.
- (c) Teachers, Aboriginal Team Teachers and Principals entitled to a leave airfare in accordance with By-law 33 will be entitled to access the provisions of By-laws 34 in conjunction with that airfare.
- (d) For the purposes of sub-clause 70.1, any employee who has been on an executive contract during their employment would not be eligible for leave airfares.

### 70.2 Cashing up of Leave Airfares

- (a) Leave airfare allowance will be paid to an eligible employee on the first pay day on or after 1 May of each year.
- (b) Under the arrangements set out in sub-clause 70.2(a) an employee's accrual date remains the same, subject to deferral resulting from any leave without pay taken by the employee.
- (c) An employee may request in writing to receive payment of an accrued leave airfare allowance prior to the common payment date.

- (d) An employee may request in writing that payment of the leave airfare allowance be deferred for the purposes of utilising kilometre allowance and travelling time. Such request must be given two months prior to the common payment date.

70.3 Once payment has been made, there is no provision for an employee to repay monies in order to utilise kilometre allowance or travelling time.

## **71. Long Service Leave**

71.1 Long Service Leave will be utilised as detailed in By-law 8 of the PSEM Act.

## **72. Defence Service Leave**

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

72.2 Defence Service Leave entitlements include:

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

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

72.4 Notice and evidence requirements

An employee is required to:

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

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

72.6 No liability for injury during Defence Service Leave

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

### 73. Leave to Attend Arbitration Business

- 73.1 The CEO may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions:
- (a) leave will not be granted to more than two employees who are representatives of an organisation at the one time in respect of any one such proceeding;
  - (b) leave to conduct a case will be with full pay;
  - (c) leave for preparation of a case will be without pay and will not exceed three months in any 12 months.
- 73.2 Paid leave granted under this clause will count as service for all purposes.
- 73.3 Unpaid leave granted under this clause will not count as service but does not break continuity of service for long service leave purposes.

### 74. Emergency Leave

- 74.1 The CEO may, if satisfied that there is sufficient cause, grant an employee emergency leave on full pay not exceeding three days in any year.
- 74.2 On any occasion, leave is available as a single day or part of a day (i.e., not consecutive days) to deal with the emergency. After dealing with the emergency situation, where an employee requires a further period off work, the employee may apply to take another form of leave (e.g., recreation leave, carer's leave, special leave without pay).

*Note: this clause does not reduce recreation leave credits, however, it is a different form of leave that is only to be used in emergencies as set out in this clause. A CEO has an obligation to consider whether other forms of paid leave would be more appropriate in the particular circumstances surrounding the application.*

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

### 75. Compassionate Leave

- 75.1 An employee may take up to five days of compassionate leave for each occasion when:
- (a) a member of the employee's immediate family or household:
    - (i) contracts or develops a personal illness that poses a serious threat to their life; or
    - (ii) sustains a personal injury that poses a serious threat to their life; or

- (iii) dies.
  - (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.
- 75.2 An employee may take up to three days of compassionate leave on each occasion of the death of a member of the employee's extended family.
- 75.3 An employee may take up to three days of compassionate leave if they or their partner experiences a miscarriage.
- 75.4 Compassionate leave is paid leave, except for casual employees where it is provided without pay.
- 75.5 Compassionate leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the CEO.
- 75.6 The CEO may approve an additional period of unpaid compassionate leave on request.
- 75.7 Notice and evidence requirements
  - (a) An employee must provide the CEO with notice of the taking of compassionate leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
  - (b) Subject to sub-clause 75.7(c), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.
  - (c) In relation to leave under sub-clause 75.3 (miscarriage), the employee must produce a medical certificate from a medical practitioner stating that the employee's pregnancy or their partner's pregnancy has ended.

## **76. Use of Emergency Leave in Conjunction with Compassionate Leave**

- 76.1 In special circumstances up to three days Emergency Leave under By-law 15 may be taken in conjunction with Compassionate Leave. 'Special circumstances' would be particularly applicable to employees in remote localities where it may take some time to reach a major NT centre such as Darwin, Alice Springs, Nhulunbuy, Tennant Creek and Katherine.

## **77. Domestic, Family and Sexual Violence Leave**

- 77.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic or family violence, or sexual violence. Support measures for employees include leave with pay, flexible work options and access to the Employee Assistance Program. Additional support may be available to employees through their agency.
- 77.2 Leave with pay is available to an employee who is experiencing domestic or family violence, or sexual violence and who requires time off for reasons including, but not limited to:
  - (a) seeking safe accommodation;

- (b) attending court hearings and police appointments;
  - (c) accessing legal advice;
  - (d) organising alternative care or education arrangements for the employee's children; or
  - (e) other related purposes approved by the CEO.
- 77.3 Domestic, Family and Sexual Violence Leave is in addition to other leave entitlements and counts as service for all purposes.
- 77.4 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.
- 77.5 Reasonable adjustments will be considered to ensure the individual's safety in the workplace (e.g., different work locations, removal of phone listing or changes to NTG email addresses).

## **78. Foster and Kinship Carers Leave**

- 78.1 Foster and Kinship Carers leave is available to an employee for the purpose of:
- (a) providing temporary care to a child of up to 18 years of age who is in authorised care (Carer Placement Leave); and
  - (b) undertaking mandatory training and assessments associated with being a foster carer or a kinship carer (Carer Assessment and Training Leave).
- 78.2 Carer Placement Leave
- (a) An employee may access Carer Placement Leave where the employee is:
    - (i) an authorised foster carer or kinship carer with the department responsible for children under the care of the CEO administering the *Care and Protection of Children Act 2007*; and
    - (ii) entering into a care arrangement for a child who is under the care of the CEO administering the *Care and Protection of Children Act 2007*.
  - (b) Carer Placement Leave is available on commencing the placement of a child/ children into the employee's care for the first time, to help carers and children settle. It does not apply where there is an entitlement to parental leave.
  - (c) Carer Placement Leave entitlements include up to 10 days of paid leave and up to 10 days of unpaid leave per calendar year. Leave can be taken in single days or multiple days.
- 78.3 Carer Assessment and Training Leave
- (a) An employee may access up to 5 days paid Carer Assessment and Training Leave per calendar year.
  - (b) The employee must be an authorised foster carer or kinship carer, or undertaking assessment and training to become an authorised foster carer or

kinship carer, with the department responsible for children under the care of the CEO administering the *Care and Protection of Children Act 2007*.

78.4 Notice and evidence requirements

- (a) An employee must provide the CEO with notice of the taking of Foster and Kinship Carers leave as soon as practicable, and must advise of the period, or expected period, of the leave.
- (b) Carer Assessment and Training Leave should be taken at a time that is agreed with the CEO.
- (c) An employee must provide the CEO with documentation from the department responsible for children in authorised care, supporting their eligibility for leave.

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

- (a) Personal leave – refer to clause 62;
- (b) Compassionate leave- refer to clause 75;
- (c) Permanent care order application leave – refer to sub-clause 61.7;
- (d) Parental leave, including primary caregiver parental leave and partner leave – refer to clause 61.

**79. Kinship Obligation Leave**

79.1 An Australian First Nation’s employee may take up to five days paid kinship obligation leave each year for the purposes of attending Sorry Business or related purposes. Sorry Business refers to cultural practices and protocols undertaken after someone’s passing.

79.2 For the purposes of this clause, ‘kinship’ means:

Australian First Nations kinship where there is a connection, relationship or obligation under the customs, traditions or cultures of the communities, groups or families to which the employee belongs.

79.3 The leave is in addition to any other leave available to the employee under this Agreement and may be taken in broken periods and at half pay.

79.4 Where an employee utilises an amount of kinship obligation leave at half pay:

- (a) Leave entitlements will accrue as if the employee had utilised the amount of kinship obligation leave at full pay.

*For example, if an employee utilises two days of kinship obligation leave over a period of four days at half pay, all leave entitlements will accrue over the first two days of leave, as if the employee was on kinship obligation leave with full pay, and no leave entitlements will accrue over the final two days of kinship obligation leave on half pay.*

- (b) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.

79.5 The leave does not accrue progressively or accumulate from year to year and there is no residual entitlement to be paid on cessation of employment.

79.6 Notice Requirements

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

(b) The CEO may require an employee to produce evidence that would satisfy a reasonable person of the need for kinship obligation leave.

## **80. Cultural and Ceremonial Leave**

80.1 An employee is entitled to up to five days unpaid cultural leave for cultural and 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.

80.2 The CEO may, on application grant leave subject to sub-clauses 80.4 and 80.5.

80.3 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.

80.4 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.

80.5 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.

80.6 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.*

## **81. NAIDOC Week Leave**

81.1 Employees may utilise time off in lieu of overtime (TOIL), flextime credits or other flexible working arrangements to attend and participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities (e.g. NAIDOC March).

81.2 An employee must seek prior approval from their manager to utilise TOIL, flextime credits or other flexible working arrangements. Such requests should be supported, subject to an agency's operational requirements.

81.3 An employee who does not have access to TOIL, flextime or other flexible working arrangements may be granted paid leave. Subject to operational requirements, the CEO may approve up to 3 hours per year of paid leave to facilitate the employee's attendance at NAIDOC week activities.

## **82. Leave to Attend Industrial Relations Business**

- 82.1 An employee who is summonsed to attend proceedings as a witness will be granted leave with full pay for the period necessary to travel to and from and be present at the proceeding.
- 82.2 Leave granted under this clause will not include any period covered by an existing approval of leave.
- 82.3 Leave granted under this clause will count as service for all purposes.

## **83. Release for Jury Duty**

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

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

83.2 Notice and evidence requirements

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

83.3 Jury service during paid leave

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

83.4 Payments during jury service

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

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

#### **84. Release to Attend as a Witness**

- 84.1 Where an employee is subpoenaed or called as a witness for the Crown to give evidence under a law of the Commonwealth or the Territory, the CEO will release the employee from duty, without deduction from pay or accrued leave entitlements, during the period necessary to attend.
- 84.2 Where an employee is subpoenaed to give evidence in relation to his or her duties or former duties in the Northern Territory Public Sector, the CEO will release the employee from duty and may grant such release without deduction from pay or accrued leave entitlements during the period necessary to attend.
- 84.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in sub-clauses 84.1 and 84.2, the employee will be granted:
- (a) leave without pay; or
  - (b) recreation leave;
  - (c) and any fees or allowances received as a result of the attendance may be retained by the employee.

#### **85. Leave to Engage in Voluntary Emergency Management Activities**

- 85.1 The CEO may grant leave with pay to an employee:
- (a) who is a member of a volunteer emergency service unit or fire brigade and is required to attend operational exercises (including training) or to participate in an emergency operation conducted by:
    - (i) Northern Territory Emergency Service within the meaning of the *Emergency Management Act 2013*;
    - (ii) Bushfires NT/ Bushfires brigade/ the Bushfires Council or a Regional Committee within the meaning of the *Bushfires Management Act 2016*;  
or
    - (iii) the auxiliary or volunteer members of the Northern Territory Fire and Rescue Service.
  - (b) who engages in community service necessarily rendered following a natural disaster, subject to any limitations imposed by the CEO.
- 85.2 Leave granted with pay may include reasonable rest time immediately following the activity.
- 85.3 Notice and evidence requirements
- (a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the absence has started) and must advise of the period, or expected period, of the absence.

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

## **86. Blood Donor Leave**

- 86.1 The CEO may grant leave with pay to an employee to allow the employee to donate blood.

## **87. Health Screening Leave**

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

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

- 87.3 Notice and evidence requirements

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

## **88. Gender Transition Leave**

- 88.1 Gender Transition Leave is available to support employees who wish to transition from their gender. Paid leave may be taken for:

- (a) psychological support;
- (b) hormone replacement therapy and other types of medical intervention;
- (c) appointments to alter the employee's legal status or amend the employee's gender on legal documentation;
- (d) other similar appointments or procedures to give effect to the employee's transition approved by the CEO.

- 88.2 Eligibility

In order to access Gender Transition Leave, an employee must have:

- (a) completed at least 12 months continuous service on an ongoing or fixed period basis; and
- (b) commenced transitioning their gender.

- 88.3 Entitlement to Paid and Unpaid Gender Transition Leave

- (a) Employees who are transitioning their gender are entitled to four weeks of paid leave and up to 48 weeks unpaid leave for the purpose of supporting their gender transition.

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

**88.4 Notice and evidence requirements**

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

**89. Special Leave Without Pay**

- 89.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.
- 89.2 Leave without pay is not available for the purpose of engaging in employment outside the NTPS, except where approval has been given under section 61 of the PSEM Act.
- 89.3 Leave without pay will not count as service for any purpose.
- 89.4 An employee will not be permitted access to accrued entitlements, or any condition of service during a period of leave without pay.

## Part 8 Work Life Balance Provisions

### 90. Flexible Work – General Principles and Requirements

- 90.1 The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. There are benefits for the employee, the Department and clients when employees are able to work more flexibly.
- 90.2 In all cases and at all times, an employee's flexible work arrangement must work for them, their team/work colleagues and operational needs of the workplace.
- 90.3 Under this Agreement, employees have a range of options for when and how they work and are encouraged to discuss with their manager their flexibility needs.
- 90.4 The objective is to provide employees with the level of flexibility that works for them and allows them to meet their flexible lifestyle needs and achieve their aspirations, provided that business (includes team and clients) needs continue to be met.
- 90.5 Flexible work may be facilitated through one of the following initiatives contained in this Agreement. Refer to the relevant provision for eligibility and approval requirements:
- (a) Clause 66 Recreation leave at Half Pay - doubles the period of recreation leave when leave is taken at half pay (not available to school-based employees due to existing operational, stand down and leave arrangements in those workplaces).
  - (b) Clause 90 Flexible Lifestyle (Purchased) Leave – ability to purchase paid leave through salary deductions to access more time off in a particular year.
  - (c) Clause 27 Part-time employment – converting from full-time to part-time employment for a specified period or a permanent change.
  - (d) Clause 67 Special Leave Without Pay.
  - (e) Sub-Clause 61.17(e) returning to work on reduced hours after parental leave.
- 90.6 Subject to approval, employees may work from home or another location to facilitate flexible work. The parties are committed to supporting a sector-wide working from home policy with standard and clear guidelines.
- 90.7 In considering an employee's request to work flexibly the CEO will take into account a range of things, including the employee's personal circumstances and the Department's operational (includes team and client) needs.
- 90.8 Unless provided otherwise in the relevant clause, requests to work a flexible working arrangement can only be refused on reasonable business grounds as defined in sub-clause 4.1(kk).
- 90.9 An employee's request to work flexibly must be in writing setting out the details of the change sought and the reasons for the request.
- 90.10 Subject to sub-clause 90.11, the CEO (or their delegate) must give the employee a written response to the request within 21 days stating whether the CEO (or their delegate) grants or refuses the request.

- 90.11 Where the CEO's delegate proposes to refuse an employee's request to work from home, the employee's request will be referred to the CEO for assessment. Only the CEO is permitted to refuse employees' requests to work from home.
- 90.12 While there are many options about how an employee might work, sometimes they will not fit an employee's exact circumstances and the employee and CEO will need to agree to vary the Agreement. In such situations, Clause 23 Individual Flexibility Arrangements applies.

## Part 9 Professional Matters

### 91. Staff Performance Planning and Review

- 91.1 Employees and their managers will undertake an annual performance planning and review process in accordance with Departmental procedures.
- 91.2 Consistent with Employment Instruction 4, the Department will have a procedure for performance planning and review consistent with the following principles:
- (a) regular and relevant feedback on work performance and capability should occur during the cycle of the plan, including where a manager suspects performance issues;
  - (b) alignment of Departmental and employee objectives;
  - (c) enhancement of the standards of work performance based on appropriate measures;
  - (d) identification of the knowledge, skills, resources and training required for an employee to perform their duties and for career development;
  - (e) identification of the requisite attitudes and behaviours that are consistent with the principles of the PSEM Act, Code of Conduct, and Departmental values;
  - (f) recognition of other factors that impact on an employee's performance and development, including the ability to review and revise the plan where other issues arise; and
  - (g) recognition of the principles of natural justice including mechanisms for an employee to seek a review.
- 91.3 The Department will ensure that employees have an opportunity to familiarise themselves with the Department's procedure for performance planning and review.
- 91.4 Employees and their managers are to participate in the process constructively.
- 91.5 An employee can expect that performance planning and review will occur and can request for the process to occur. Where an employee has requested that the annual performance planning and review process occurs, unless otherwise agreed, the process should commence within 14 days and be completed within 21 days from commencement.
- 91.6 Information collected through the performance planning and review process must comply with the Information Privacy Principles set out in Schedule 2 of the *Information Act 2002 (NT)*.
- 91.7 Information gathered through the performance planning and review process will form part of the employee's employment record.
- 91.8 Where identified, performance-related issues have not been able to be resolved or rectified in line with sub-clause 91.2, the employee's principal or manager may commence a formal performance improvement process.

## **92. Management of Unsatisfactory Performance and Disciplinary Proceedings**

### **Management of Unsatisfactory Performance**

- 92.1 Where it has been identified that there may be inability or unsatisfactory performance concerns, the [NTPS Inability and Unsatisfactory Performance Handbook](#) should be referenced as a guide by managers and employees to manage the employee's performance, which may include the development of a Performance Improvement Plan that is designed to provide an employee with the tools and opportunities to succeed in their employment.
- 92.2 The handbook is underpinned by the formal legislative framework contained within Part 7 of the PSEM Act, and should be read in conjunction with relevant Employment Instructions and agency policies, procedures and guidelines.

### **Disciplinary Proceedings**

- 92.3 Where it has been identified that it is appropriate to commence a disciplinary process the [NTPS Discipline Handbook](#) should be referenced as a guide for managers and employees for managing the process.
- 92.4 The handbook is underpinned by the formal legislative framework contained within Part 8 of the PSEM Act, and should be read in conjunction with relevant Employment Instructions and agency policies, procedures and guidelines.
- 92.5 The parties to a disciplinary process will work to resolve any matters within reasonably practicable timeframes and employees should be kept regularly informed on a monthly basis, or as otherwise agreed, of the status of their matter.

### **Natural Justice, Grievance and Appeals**

- 92.6 For the avoidance of doubt, an employee shall be provided natural justice throughout any unsatisfactory performance or disciplinary process, and has grievance and appeal rights under the PSEM Act.

## **93. Professional Learning and Development**

- 93.1 The parties are committed to the implementation of a comprehensive professional learning and development agenda for employees. This agenda is premised on targeted, effective professional learning and development aligned to strategic goals and individual needs.
- 93.2 Professional learning and development may comprise activities scheduled for professional development days, programs during contact time (with appropriate relief arrangements) and activities voluntarily taken outside contact time.
- 93.3 Compulsory professional learning and development days will be allocated as follows:
- (a) one day before students commence for the school year; and
  - (b) on the first day of the second, third and fourth term, unless otherwise approved by the CEO or relevant delegate.

- 93.4 Additional pupil free day
- (a) All Northern Territory government schools will have an additional pupil free day on the last day of term 4 of each year.
  - (b) The additional pupil free day will provide teachers time to come together with their school leadership teams to undertake curriculum mapping and prepare teaching and learning programs aligned with their annual school improvement plan and school improvement agenda.
  - (c) Principals have flexibility to utilise the additional day at any point throughout the year. For example, they may opt to run planning workshops a few days after hours throughout the year, or they may choose to do half day planning on weekends.
  - (d) If the planning is conducted ahead of last the day of term 4, teachers will be entitled to that day in lieu of the additional hours taken to participate in the planning/ workshops facilitated by their school leadership team.
  - (e) Schools will be required to provide evidence of the planning day to department with a clear intention of the time focused on school improvement.
- 93.5 The Department will also provide additional professional learning and development opportunities for employees both in school hours and outside school hours.

#### **94. Training and Development**

- 94.1 The parties are committed to training and career development opportunities for employees that support and/or enhance agency outcomes. The parties aim to achieve this by:
- (a) supporting lifelong learning at both an agency and individual level;
  - (b) supporting individual development plans that serve to identify learning opportunities that match the employee's development and career needs, as well as the needs of the Department.
- 94.2 The parties agree that training and staff development will be:
- (a) planned and budgeted for;
  - (b) part of an agency's integrated Human Resource Development, Management and Equal Employment Opportunity strategy; an agency's educational leadership strategy; disability standards training; and English as an additional language or dialect (EALD) training;
  - (c) relevant to the stated outcomes in agency strategic or business plans and the NTPS training plan;
  - (d) an important part of the successful operation of the NTPS redeployment and retraining framework; and
  - (e) an important component of increased productivity and continuous improvement throughout the NTPS.

- 94.3 The parties agree that all relevant aspects of the national training agenda, including National Public Administration and other competency standards and competency based training, will be implemented in the NTPS.
- 94.4 The parties acknowledge the NTPS Aboriginal Employment and Career Development Strategy for 2021 – 2025 and Employment Instruction Number 15 (Special Measures) are a key policy initiative and legislation, respectively, supporting Aboriginal recruitment, training and career progression.

**95. Directed Hours of Work**

- 95.1 The ordinary hours of duty for a full-time teacher is 36 hours and 45 minutes per week consistent with other Northern Territory Public Sector employees.
- 95.2 Notwithstanding arrangements to roster teachers on duty before school, it is expected that teaching staff will arrive at school at least ten minutes prior to their first scheduled activity.
- 95.3 Where an absence from the workplace does not interfere with professional obligations, principals should determine the most appropriate course of action, which includes a flexible approach to working hours to assist with balancing personal and work commitments, subject to operational requirements.
- 95.4 A teacher's directed duty is divided into three sections:
- (a) Face to face teaching
  - (b) Non-contact time
  - (c) Professional duties

***Face to Face Teaching***

- 95.5 Face to face teaching includes timetabled classes, relief classes, Vocational Education and Training (VET) delivery or supervision, pastoral care sessions and assemblies, including lessons delivered through virtual learning, tutoring or special needs support.
- 95.6 A middle and senior Classroom Teacher's maximum face to face time is 21 hours and 20 minutes.
- 95.7 For 2024 and 2025 a primary Classroom Teacher's maximum face to face teaching time is 23 hours and 40 minutes.
- 95.8 From term 1, 2026, a primary Classroom Teacher's maximum face to face teaching time will be 22 hours and 40 minutes.
- 95.9 From term 1, 2027, a primary Classroom Teacher's maximum face to face teaching time will be 22 hours and 10 minutes.
- 95.10 A Senior Teacher may be allocated a maximum of 0.75 of a Classroom Teacher load.
- 95.11 An Assistant Principal may be allocated a maximum of 0.5 of a Classroom Teacher load.

95.12 In determining actual face-to-face teaching in the school, the principal consults teaching staff at the school. A teacher's face-to-face commitment will not exceed the maximum instruction time specified, except with the teacher's agreement.

***Non-Contact Time***

95.13 Non-contact time for Classroom Teachers of primary and preschool aged students with a full teaching load will be a minimum of 3 hours per week.

95.14 Implementation of increased non-contact time for primary and preschool teachers will be introduced as a phased approach commencing from term 1, 2026, acknowledging that the priority is for student learning to not be compromised as a result of this increased entitlement.

(a) From term 1, 2026 - preschool and primary school teachers will increase to four hours.

(b) From term 1, 2027 - preschool and primary school teachers will increase to four hours and 30 minutes.

95.15 Non-contact time for Classroom Teachers of secondary aged students with a full teaching load is five hours and 20 minutes per week.

95.16 Non-contact time for Aboriginal Team Teachers will be two hours per week from the commencement of the Agreement.

95.17 Non-contact time for Teaching Principals will be five hours and 20 minutes per week.

95.18 Non-contact time for Senior Teachers is allocated pro-rata to their teaching loads.

95.19 A teacher will be granted a minimum block of 30 minutes non-contact time.

95.20 Teaching Principals will be given one day without classes for non-contact time and other administrative duties.

95.21 Non-contact time is provided for the purpose of preparation, planning either individually or with other colleagues, assessment and correction of a teacher's allocated classes. A teacher has flexibility to achieve their responsibilities in line with the AITSL Professional Teacher Standards.

95.22 The provisions under sub-clause 95.13 also apply to all Classroom Teachers with a full teaching load performing duties in the following facilities:

(a) special schools and their annexes;

(b) intensive English units;

(c) special education units; and

(d) special and specific purpose units and classes.

95.23 Classroom Teachers employed on a part-time basis will receive non-contact time pro-rata to their teaching load.

- 95.24 The exception to 95.22 will be Classroom Teachers employed on a part-time basis to facilitate the provision of non-contact time for other Classroom Teachers. These employees are not entitled to non-contact time.
- 95.25 Graduate teachers in their first year of teaching will have an additional hour of non-contact time per week.
- 95.26 Wherever possible, school administrators will program up to 5 corresponding hours of non-contact time per semester for teachers who are assigned to be a mentor for a graduate teacher. The purpose of these hours is to facilitate graduate teachers meeting with their mentors.
- 95.27 School Administrators may provide mentors with an additional hour of non-contact time per semester in addition to sub-clause 95.26.
- 95.28 Where an employee does not receive their full non-contact time over the course of a fortnight, due to taking on extra classes or a relief teacher not being available, the employee may elect to either:
- (a) receive payment at their hourly rate in lieu of not receiving an equivalent amount of non-contact time; or
  - (b) take the equivalent amount of non-contact time at a later agreed date.
- 95.29 For the purpose of sub-clause 95.28(a) additional payment or time in each fortnight will be made when loss of non-contact time is a 30 minute block or greater.

### ***Professional Duties***

- 95.30 A teacher has 10 hours and 5 minutes of professional duties per week.
- 95.31 Teachers may decide to undertake some of their duties outside of the normal school day, within their ordinary hours of duty.
- 95.32 Professional duties include but not limited to:
- (a) Behaviour management, including documentation and follow up, and implementation of relevant policies.
  - (b) Online learning management system documentation, data entry, chronological entries.
  - (c) Purchase orders, budgets, administrative work around funding for learning activities.
  - (d) Excursion planning, associated forms and paperwork, risk assessment.
  - (e) Conferencing and providing additional support to students outside of class time.
  - (f) Mentoring.
  - (g) Lesson observations.
  - (h) Pastoral care and wellbeing follow up.

- (i) Professional Growth Plan meetings and continuous improvement aligned with ASIP (Annual School Improvement Plan).
- (j) Yard duties.

***Meetings***

- (k) Meetings with parents and carers or line managers
- (l) General staff meetings
- (m) Parent/Teacher evenings
- (n) Collaborative planning

95.33 Reasonable expectations are set out in the Teachers’ Responsibilities Guide to ensure teachers can fulfill their professional duties during ordinary hours of duties.

95.34 For the purposes of sub-clauses 95.30 to 95.33 school leadership with consultation and negotiation can amend time and duration of professional duties due to reasonable operational requirements.

***Collaborative Planning***

95.35 A teacher can choose to use their non-contact time for collaborative planning however, where collaborative planning is directed by leadership it forms part of teacher’s professional duties.

***Relief Lessons***

95.36 It is acknowledged that full or part time teachers may be required to exceed their maximum face-to-face teaching time to cover absences.

95.37 Relief lessons are agreed at the school level as part of consultation on the allocation of teacher work.

95.38 The most appropriate options in allocating relief lessons are to ensure all teachers access the non-contact time they are entitled to. Sub-clause 95.28 provides options for compensation where this is not possible.

**96. Class Sizes**

96.1 As a matter of government policy, and subject to this clause, no class in NT government schools will exceed 27 students.

96.2 The following smaller class sizes will apply to particular cohorts and settings:

- (a) Preschool classes - a maximum of 22 students, in line with National Quality Standards for early childhood education and care.
- (b) Transition – an average of 25 students.
- (c) Year 11 and 12 – an average of 25 students per class.
- (d) Intensive English classes will have an average of 16 students.

- (e) Special education centre and satellite classrooms will have classroom maximums based on students' needs and will ensure the workplace health and safety of students, teachers and classroom support staff.

*Note:*

*Average class sizes mentioned in 96.2(b) refer to the average of the total number of students enrolled in Transition within a particular school*

*Average class sizes mentioned in 96.2(c) refer to the average of the total number of students enrolled in a subject within a particular school*

*Average class sizes mentioned in 96.2(d) refer to the average of the total number of students enrolled in an Intensive English class within a particular school*

*The class sizes specified in 96.1 and 96.2 above refer, in normal circumstances, to the number of students that an individual teacher is required to plan for, teach, assess, and report on in a particular subject.*

96.3 There may be circumstances where additional students in excess of the class size specified in 96.1 and 96.2 above need to be placed temporarily on a class roll. Where this is necessary, the principal will consult with the teacher and agree in writing to how any additional workload will be managed. This may include but is not limited to:

- (a) Additional classroom support;
- (b) Increase in non-contact time; and
- (c) Reduction in other professional duties.

If, after four weeks, class enrolments continue to exceed the class size limit specified in 96.1 and 96.2 above, this Agreement will be reviewed.

96.4 The parties acknowledge, for the purposes of managing teacher workload and providing a quality education to all students, there is a need to bring class enrolments as close as possible to maximum class sizes.

96.5 These arrangements do not preclude situations that arise through team teaching or other arrangements as agreed at the workplace.

96.6 The class structure and educational priorities of a school's programs are set by the Principal, in consultation with the teaching staff and the school community.

96.7 It is acknowledged that schools make local decisions about Classroom Teacher workloads, timetable structures and specialist programs to suit their own communities. This leads to variations in class sizes.

96.8 Class structures will factor in the needs of students with special needs and associated impact to a teacher's workload. Where a teacher raises concerns about this workload, school leadership will negotiate with them to find appropriate solutions which may include adjusting class sizes, providing additional classroom support, and/or relieving the teacher of other duties.

96.9 Consistent with the above, class sizes need to take into account space and safety considerations relevant to the activities being undertaken, which may be practical classes in industrial arts facilities, laboratories or gyms. These decisions will vary from place to place depending on individual school circumstances. Where there is a safety issue the Classroom Teacher has an obligation to raise it with their Principal in the first instance.

## **97. Teacher Responsibilities**

97.1 The parties acknowledge that the Teacher Responsibilities Guide (TRG) has been developed to assist teachers by clarifying their responsibilities and the way in which they work with teaching colleagues.

97.2 It is further acknowledged that the TRG was developed collaboratively by the Department of Education and the Union; and as such, it is a shared document.

97.3 The Department of Education will not vary the TRG without the agreement of the Union, during the life of this Agreement.

97.4 For the avoidance of doubt, the content of the TRG is not incorporated into this Agreement.

97.5 The parties agree that the TRG will be reviewed during the life of this Agreement.

## **98. Workloads**

98.1 The parties support the principle that employees should be able to achieve an appropriate balance between their work and personal lives.

98.2 An appropriate balance between an employee's work and personal life:

- (a) contributes toward healthy and productive workplaces;
- (b) helps build a positive morale in the workplace; and
- (c) assists in strengthening an individual's social and family relationships.

98.3 Department management, Principals, employees and employee representatives play a positive role in ensuring employee workloads are reasonable.

98.4 The parties recognise there may be unavoidable peak work periods where employee's workloads increase; however, this should be the exception rather than the norm.

98.5 Principals and employees should therefore ensure that employee workloads are reasonable.

98.6 Subject to sub-clause 98.4, Principals will:

- (a) ensure employees have sufficient and appropriate resources to undertake their jobs;
- (b) ensure the tasks allocated to employees can reasonably be performed in the hours for which they are employed, including reasonable additional hours;

- (c) monitor employee workloads, work patterns, priorities, staffing levels/ classifications, use of work life balance arrangements, and any other relevant indicators within the workplace;
  - (d) implement strategies to ensure workloads remain reasonable;
  - (e) monitor vacant positions and fill vacancies in a timely manner; and
  - (f) consult with employees and their nominated representatives over workload issues.
- 98.7 Employees may request in writing for Principals to review ongoing and sustained workload issues in the workplace.
- 98.8 Principals will consider the workload factors and issues raised, consider their effect on workplace, and if necessary, implement strategies to ensure reasonable workloads are maintained. Principals will respond in writing to the employee(s) concerned in a timely manner.
- 98.9 An employee who considers their workload to still be excessive or unacceptable after the above processes have occurred may apply in writing to the relevant manager to have their workloads reviewed.
- 98.10 When the need is identified, the Department will, as far as practicable, provide assistance to the employee through the Employee Assistance Program (EAP) and other appropriate interventions.
- 98.11 In circumstances in which a dispute over workloads affects office-based employees working in a corporate setting or regional office, then references to principals will be read as a reference to the relevant manager or director, however called.
- 98.12 The Department is committed to optimising time to teach by identifying, reducing or removing additional time burden associated with non-teaching and learning compliance and administrative tasks through the Teacher Wellbeing Strategy.

## **99. Teacher Wellbeing Strategy**

- 99.1 The Department has an ongoing commitment to supporting the wellbeing of its teaching workforce through the Teacher Wellbeing Strategy, which aims to provide targeted support to enhance the health and wellbeing of teachers. The Teacher Wellbeing Strategy will deliver key actions aligned to:
- (a) supporting teachers for success, with a strong focus on teachers in the first five years of teaching and strengthening collegial connections;
  - (b) optimising time to teach by reducing administrative workload to increase time for teachers to focus on their primary task of teaching and learning; and
  - (c) promoting a safe and respectful workplace based on respectful relationships.

**100. Review of Aboriginal Team Teachers and Classroom Based Support Staff**

- 100.1 The Parties agree to conduct a review during the term of this Agreement on classroom based support roles, including Aboriginal Team Teachers, to recognise them as para-professionals and to develop appropriate classification structures and recognition of relevant prior learning (RPL) to create career pathways and provide for career progression in these roles.
- 100.2 Where appropriate, the parties will develop career pathways to gain teaching qualifications for relevant employees.

## Part 10 Miscellaneous Provisions

### 101. Redeployment and Redundancy

101.1 The provisions of Schedule 2 NTPS Redeployment and Redundancy Entitlements do not apply in transfer of business or transfer of employment situations where work of the employer is transferred or outsourced to another employer and the employee is offered employment with the second employer to perform the same or substantially similar work.

101.2 The National Employment Standard of the FW Act contains minimum entitlements relating to redundancy pay, including in transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:

- (a) the second employer recognises the employee's service with the first employer; or
- (b) the employee rejects an offer of employment made by the second employer that:
  - (i) is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before termination; and
  - (ii) recognises the employee's service with the first employer,

unless the FWC is satisfied that this would operate unfairly to the employee who rejected the offer, in which case, upon application, the FWC may order the first employer to pay the employee a specified amount of redundancy pay.

### 102. Recovery of Overpayments on Cessation of Employment

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

### 103. Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace

103.1 The employer, CEO and employees to this Agreement are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying and will take all reasonable practicable steps to:

- (a) foster a culture of respect in the workplace; and
- (b) ensure employees are treated appropriately and not subject to bullying.

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

#### **104. Loss or Damage to Clothing or Personal Effects**

An employee whose clothes or personal effects, or both, have been damaged or destroyed due to the circumstances of the employee's duties will be paid an allowance assessed by the Department to cover the loss in accordance with By-law 22.

#### **105. Public Holidays**

105.1 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act 1981*.

105.2 An employee will observe any day proclaimed or gazetted as a public holiday.

#### **106. Flexible School Year – Identified Remote Schools**

106.1 The parties acknowledge that remote schools experience significant disruption during the school year due to cultural activities.

106.2 The parties agree that the CEO will have the ability to extend the school year in a remote school or schools by up to 10 weeks per annum. Employee consultation will occur in accordance with the Management of Change provisions outlined in clause 15.

106.3 The parties agree that the initiative outlined in sub-clause 106.2 above will initially be the subject of a trial in the selected school(s), and participation of teachers in the trial will be voluntary.

106.4 The parties agree that this initiative will not result in extending teacher hours beyond 40 weeks of teaching per annum.

## Schedule 1 **Aboriginal Team Teacher Position Standards**

### 1.1.1 Position classification standards for Aboriginal Team Teachers

An Aboriginal Team Teacher is an Aboriginal Educator who is a member of a teaching team and may be enrolled to obtain a qualification in teaching and/or a relevant area of expertise to support their role in teaching and learning in their school.

Aboriginal Team Teachers are recognised for their knowledge in culture, language and history of their community.

#### (a) **Aboriginal Team Teacher Levels 1 – 5**

Typical duties of an Aboriginal Team Teacher Levels 1 - 5 are outlined below:

- (i) perform basic administrative tasks;
- (ii) assist teachers in the preparation of teaching materials and resources;
- (iii) assist with supervision of children involved in individual or group learning tasks;
- (iv) supervise children during recess, lunch and other times as required;
- (v) assist in preparing, planning and conducting lessons and activities;
- (vi) assist non-Aboriginal teachers and school staff to understand Aboriginal culture, lifestyle and custom, and provide advice to enable a culturally responsive school;
- (vii) assist in the development and teaching of Aboriginal studies;
- (viii) support community engagement with parents and carers;
- (ix) perform informal interpreting into Aboriginal language; and
- (x) assist in providing links with Aboriginal families, communities, agencies and other organisations.

It is acknowledged that as an Aboriginal Team Teacher builds capability over 5 years of employment, in addition to acquiring competence in simple, routine clerical work, they will progress through the stages of being technically competent to teach small groups under close supervision, to acquiring some of the professional lesson taking and programming skills necessary in the exercise of autonomy and acceptance of substantial personal responsibility for limited teaching functions.

#### (b) **Aboriginal Team Teacher Levels 6 and Level 7**

- (i) An Aboriginal Team Teacher level 6 or level 7 must have either:
  - A. a diploma of Education Studies or Diploma/Advanced Diploma of Early Childhood Education and Care or equivalent or;

- B. endorsement from the local cultural authority and the principal to verify evidence of capabilities against the typical duties noted below.

For the purpose of Schedule 1.1.1(b)(i)B, the establishment of a process to obtain local cultural authority will be informed, and developed, following consultation facilitated by the Department of Education with current Assistant Teachers, Principals, community and the Australian Education Union no later than the commencement of term 1, 2025.

Provisions relating to the final positions standards and process for increment progression for the Aboriginal Team Teacher level 6 or level 7 levels will be established through a Commissioner for Public Employment Determination.

- (ii) Typical duties of an Aboriginal Team Teacher Levels 6 - 7 are outlined below:
  - A. plan, prepare and conduct lessons and social programs for Aboriginal students;
  - B. in conjunction with other teaching staff, counsel Aboriginal students and their parents on progress, conduct, health, attendance, etc., at school or in their homes;
  - C. liaise with the school, parents and the Aboriginal community on matters affecting the educational outcomes of Aboriginal students;
  - D. promote the development of Aboriginal studies and participate in the development of its teaching methodology;
  - E. serve on Departmental committees as and when required; and
  - F. cultural duties as determined through the consultative process.

## Schedule 2 NTPS Redeployment and Redundancy Provisions

### 2.1 Definitions

2.1.1 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.

### 2.2 Consulting Relevant Unions

2.2.1 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.

2.2.2 The employer and/or CEO will provide relevant unions with the number of potentially surplus employees, their agency and their designation.

### 2.3 Finding of Other Suitable Employment

2.3.1 The employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.

2.3.2 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 sub-clauses 2.4 or 2.5, the employer and CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

2.3.3 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 sub-clause 2.6.3 apply.

## **2.4 Voluntary Retrenchment**

- 2.4.1** Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.
- 2.4.2** 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.
- 2.4.3** 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.
- 2.4.4** The surplus employee may be retrenched at any time within the period of notice under sub-clause 2.4.3, 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.
- 2.4.5** 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 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.
- 2.4.6** For the purpose of calculating payment under sub-clause 2.4.5:
- (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 their higher designation at the date of notification; and
  - (b) where an employee has been paid a loading for shift work 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'.
- 2.4.7** The inclusion of allowances or loadings as salary, other than those specified in sub-clause 2.4.6, will be at the discretion of the employer.
- 2.4.8** The entitlement under:
- (a) Sub-clause 2.4.3 constitutes notice for the purposes of section 117 of the FW Act; and

(b) Sub-clause 2.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.

**2.4.9** All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.

**2.4.10** Subject to sub-clause 2.4.11, 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.

**2.4.11** A surplus employee is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and the employee's recognised dependents. This entitlement is in lieu of removal and relocation expenses in sub-clause 2.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

## **2.5 Notice of Redundancy**

**2.5.1** 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.

**2.5.2** Subject to sub-clause 2.5.5, 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.

**2.5.3** In addition to notice of redundancy under sub-clause 2.5.2, 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 sub-clause 2.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.

**2.5.4** The period of notice under sub-clause 2.5.3 constitutes notice for the purposes of section 117 of the FW Act.

**2.5.5** The period of notice under sub-clause 2.5.2 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.*

**2.5.6** In accordance with sub-clause 2.3.2, 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.

- 2.5.7** With the approval of the CEO, a surplus employee who has received notice in accordance with sub-clauses 2.5.2 or 2.5.3 may request that the termination occurs before the expiry date of the notice period. The date requested then becomes the date of termination of employment.
- 2.5.8** 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 the Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in sub-clauses 2.5.2 and 2.5.3.
- 2.5.9** A surplus employee who has declined an offer of voluntary retrenchment prior to sub-clauses 2.5.2 and 2.5.3 being invoked, is not entitled to receive a greater payment under sub-clause 2.5.8 than the employee would have been entitled to receive had the employee been voluntarily retrenched.
- 2.5.10** For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with sub-clauses 2.5.2 or 2.5.3 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.

## **2.6 Transfer to Other Suitable Employment**

- 2.6.1** 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.
- 2.6.2** A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving the employee's 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.
- 2.6.3** 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 sub-clause 2.5.2; 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 sub-clause 2.5.2.
- 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.

**2.6.5** The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with sub-clause 2.6.4(b), is at the discretion of the employer.

**2.6.6** 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.

## **2.7 Use of Accrued Personal Leave**

**2.7.1** Subject to sub-clause 2.7.2, the periods of notice under sub-clauses 2.5.2 and 2.5.3 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.

**2.7.2** For the purposes of an employee entitled to income maintenance under sub-clause 2.6.3, the total extension permitted under sub-clause 2.7.1 is capped at six months.

*Example: A 50 year old employee with 10 years service receives notice of redundancy under sub-clause 2.5.2(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.*

## **2.8 Right of Review**

**2.8.1** 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.

**2.8.2** This right does not affect the employee's rights under the FW Act.

## **2.9 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 or a surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

## **2.10 Exemption**

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

## Schedule 3 **Education Consultative Committee**

### **3.1 Role of the Education Consultative Committee**

**3.1.1** With reference to sub-clause 14.2 of this Agreement, the role of the Education Consultative Committee ('the Committee') is to provide a forum for consultation between the Department, the Office of the Commissioner for Public Employment and Unions, about the application of this and other agreements.

**3.1.2** The Committee is a mechanism for collaborative and constructive discussion and information sharing relating to the implementation and evaluation of strategic employment matters.

**3.1.3** The Committee aims to promote a positive industrial relations environment, with the objective of the:

- (a) resolution of differences of opinion; and
- (b) avoidance of disputation and disagreement.

### **3.2 Terms of Reference of the Committee**

The Committee's terms of reference will:

- (a) deal with the Committee's membership, its objectives, the conduct of meetings and standing items; and
- (b) be reviewed annually.

### **3.3 Meetings of the Committee**

The Committee will meet once each school term; or less often, if agreed by all parties.

### **3.4 Issues that fall Outside the Scope of the Committee**

The parties acknowledge that there will be a range of general issues that will not be able to be dealt with by the Committee as they may fall outside its scope or be more appropriately dealt with in other forums.

## Schedule 4 Classifications, Salaries and Allowances

### 4.1 Classifications and Salaries

Classification	Amount in \$				
	Current Salary	New Salary Scale	FFPP on or after 11 October 2024 4.3%	FFPP on or after 1 January 2026 4.3%	FFPP on or after 1 January 2027 4.3%
AT 1	56 455	56 455	58 883	61 415	64 056
AT 2	61 486	61 486	64 130	66 888	69 764
AT 3	65 860	65 860	68 692	71 646	74 727
AT 4	72 831	72 831	75 963	79 229	82 636
AT 5	78 511	78 511	81 887	85 408	89 081
AT 6			84 511	88 145	91 935
AT 7			87 134	90 881	94 789
Authorised Persons		84 191	87 811	91 587	95 525
CT 1	84 191	88 414	92 215	96 180	100 316
CT 2	88 414	92 638	96 622	100 777	105 110
CT 3	92 638	96 860	101 025	105 369	109 900
CT 4	96 860	101 083	105 429	109 962	114 690
CT 5	101 083	108 073	112 720	117 567	122 622
CT 6	108 073	112 297	117 126	122 162	127 415
CT 7	112 297	116 519	121 529	126 755	132 205
CT 8	116 519	120 742	125 934	131 349	136 997
CT 9	120 742	125 934	131 349	136 997	142 888
ST 1	133 553	133 553	139 296	145 286	151 533
ST 2	138 843	138 843	144 813	151 040	157 535
ST 3	147 568	147 568	153 913	160 531	167 434
ST 4	151 745	151 745	158 270	165 076	172 174
ST 5	162 235	162 235	169 211	176 487	184 076
ST 6	167 361	167 361	174 558	182 064	189 893
ST 7	173 291	173 291	180 743	188 515	196 621
ST 8	181 006	181 006	188 789	196 907	205 374
PLO 1.1	135 192	135 192	141 005	147 068	153 392
PLO 1.2	137 897	137 897	143 827	150 012	156 463
PLO 2.1	138 843	138 843	144 813	151 040	157 535
PLO 2.2	143 008	143 008	149 157	155 571	162 261
PLO 3.1	147 568	147 568	153 913	160 531	167 434
PLO 3.2	154 947	154 947	161 610	168 559	175 807
PLO 4.1	160 453	160 453	167 352	174 548	182 054
PLO 4.2	165 266	165 266	172 372	179 784	187 515
PLO 5.1	170 911	170 911	178 260	185 925	193 920
PLO 5.2	176 038	176 038	183 608	191 503	199 738
PLO 6.1	181 354	181 354	189 152	197 286	205 769
PLO 6.2	186 795	186 795	194 827	203 205	211 943
PLO 7.1	191 319	191 319	199 546	208 126	217 075
PLO 7.2	197 058	197 058	205 531	214 369	223 587

## 4.2 Allowances

Allowance	Clause	Amount in \$			
		Current	FFPP on or after 11 October 2024 4.3%	FFPP on or after 1 January 2026 4.3%	FFPP on or after 1 January 2027 4.3%
Teacher in a designated school	44.1(a)	3 340	3 484	3 634	3 790
Teacher of a special class	44.1(b)	3 340	3 484	3 634	3 790
Principal in a designated school	44.1(c)	5 364	5 595	5 835	6 086
Teacher in charge of a pre-school with three or more teachers	44.1(d)	8 046	8 392	8 753	9 129
Teacher in charge of a pre-school with two or less teachers	44.1(e)	3 891	4 058	4 233	4 415
Aboriginal Team Teacher or Classroom Teacher in charge of a homeland learning centre	44.1(f)	1 626	1 696	1 769	1 845
Highly accomplished teachers	41	12 812	13 363	13 938	14 537
Lead teacher allowance	41	26 828	27 981	29 184	30 439
First aid allowance	48	27.33	28.50	29.73	31.01
<b>Remote incentive allowance (single rate)</b>	53				
Special category		1 391	1 451	1 513	1 578
Category 1		4 627	5 347	5 577	5 817
Category 2		5 400	6 415	6 691	6 978
Category 3		8 486	9 894	10 319	10 763
<b>Remote incentive allowance (dependant rate)</b>	53				
Special category		1 735	1 810	1 888	1 969
Category 1		5 646	6 410	6 686	6 974
Category 2		6 586	7 651	7 980	8 323
Category 3		10 348	11 836	12 345	12 876
<b>Electricity Subsidy - Borroloola</b>	59				
With Dependants		4 123			
Without Dependants		3 298			
Electricity Subsidy will be adjusted annually in accordance with clause 33.4					

## Schedule 5 Tables of Designated Schools and Isolated Localities

### 5.1 Designated Schools

#### 5.1.1 Designated Schools for salary-related allowances in accordance with sub-clause 44.1(a).

Acacia Hill	Jilkmिंगgan/Djimbire	Papunya
Alcoota	Kalkarindji	Peppimenarti
Alekarenge/Warrabri	Kintore Street	Pigeon Hole
Alpurrurulam	Lajamanu	Pine Creek
Alyarrmandumanja/Umbakumba	Laramba/Napperby	Pularumpi
Amanbidji	Laynhapuy Homelands	Ramingining
Amoonguna	Mamaruni/Crocker Island	Robinson River
Ampilatwatja/Ammaroo	Maningrida	Rockhampton Downs
Angurugu	Manyalluk	Shepherdson College
Areyonga	M'bungghara	Stirling
Arlparra/Utopia	Milikapiti	Ti Tree
Baniyala Garrangali	Milingimbi	Timber Creek
Barunga/Bamyili	Milyakburra	Titjikala/Maryvale
Belyuen	Minyerri	Tivendale
Bonya	Mt Allan	Urapunga
Borrooloola	Murray Downs	Wallace Rockhole
Bulla Camp	Mulga Bore	Walungurru/Kintore
Bulman	Mutijulu	Warruwi/Goulburn Island
Canteen Creek	Nemarluk	Watarrka/Lilla
Elliott	Neutral Junction	Watiyawanu
Epenarra	Newcastle Waters	Willowra
Finke	Nganambala	Woolaning
Forrest Parade	Nganmariyanga/Palumpa	Woolianna/Daly River
Gapuwiyak/Lake Evella	Ngukurr	Wugularr/Beswick
Gunbalanya/Oenpelli	Ntaria	Yarralin
Haasts Bluff	Numbulwar	Yirrkala
Harts Range	Nyirripi	Yuendumu
Henbury	Owen Springs Education Centre	

## 5.2 Approved Isolated Localities

### 5.2.1 Approved Isolated Localities for end of half semester travel in accordance with sub-clause 55.4 of the Agreement.

Alcoota	Jilkminggan/Djimbire	Pigeon Hole
Alekarenge/Warrabri	Kalkarindji	Pularumpi
Alpurrurulam	Lajamanu	Ramingining
Alyarrmandumanja/Umbakumba	Laramba/Napperby	Robinson River
Alyangula	Mamaruni/Crocker Island	Rockhampton Downs
Amanbidji	Maningrida	Stirling
Ampilatwatja/Ammaroo	Manyalluk	Tennant Creek
Angurugu	Mataranka	Tipperary Station
Areyonga	M'bungbara	Ti Tree
Arlparra/Utopia	Milikapiti	Timber Creek
Baniyala Garrangali	Milingimbi	Tipperary
Barunga/Bamyili	Milyakburra	Titjikala/Maryvale
Belyuen	Minyerri	Urapunga
Bonya	Mt Allan	Wallace Rockhole
Borrooloola	Murray Downs	Walungurru/Kintore
Bulla Camp	Mulga Bore	Warruwi/Goulburn Island
Bulman	Mutijulu	Watarrka/Lilla
Canteen Creek	Neutral Junction	Watiyawanu
Douglas Daly	Newcastle Waters	Willowra
Dundee Beach	Nganambala	Woolaning
Elliott	Nganmariyanga/Palumpa	Woolianna/Daly River
Epenarra	Ngukurr	Wugularr/Beswick
Finke	Nhulunbuy	Yarralin
Galiwinku	Ntaria	Yirrkala
Gapuwiyak/Lake Evella	Numbulwar	Yuendumu
Gunbalanya/Oenpelli	Nyirripi	Yulara
Haasts Bluff	Papunya	
Harts Range	Peppimenarti	

# **SIGNATORIES to the Northern Territory Public Sector Educators’ 2024 – 2027 Enterprise Agreement**

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Nicole Hurwood  
Commissioner for Public Employment  
Address: GPO Box 4371, Darwin NT 0801

Date:.....

.....

Michelle Ayres  
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Australian Education Union (NT Branch)  
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