

Northern Territory Public Sector Non-Contract Principals, Teachers and Assistant Teachers' 2021-2025 Enterprise Agreement

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'Without Prejudice'

Part 1 APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement will be called the Northern Territory Public Sector Non-Contract Principals, Teachers and Assistant Teachers' Draft 2021—2025 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 5 of this Agreement; and
- c) the Australian Education Union – Northern Territory Branch.

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 Teachers and Assistant Teachers' 2021--2025 Enterprise Agreement;
- c) **Assistant Teacher** means a person of Aboriginal or Torres Strait Islander descent who has been employed to assist in a teaching capacity in an education institution, in a school, or a Homeland Learning Centre, which is usually located within an Aboriginal community and employed as such in a classification listed in Schedule 5 of this Agreement;
- d) **By-laws** means the Public Sector Employment and Management By-laws;
- e) **CEO** means Chief Executive Officer;
- f) **Chief Executive Officer** means the Chief Executive Officer of the Department of Education;
- g) **Classroom Teacher** means an employee with a recognised teaching qualification;

- h) **Commencement date** means the date seven days after this Agreement is approved by the FWC in accordance with section 54 of the FW Act;
- i) **Commissioner** means the Commissioner for Public Employment for the Northern Territory;
- j) **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*;
- k) **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;
- l) **Department** means the Department of Education;
- m) **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;
- n) **Determination** means an instrument issued by the Commissioner pursuant to section 14 of the PSEM Act;
- o) **Education Consultative Committee** means the committee established in Schedule 3;

- p) **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 5;
- q) **Employer** means the Commissioner for Public Employment;
- r) **Employment Instruction** means rules made by the Commissioner in accordance with section 16 of the PSEM Act;
- s) **Expense-Related Allowance** means an allowance paid to an employee to offset costs incurred in the course of an employee's duties;
- t) **FW Act** means the *Fair Work Act 2009* and the Fair Work Regulations 2009 as amended from time to time depending on the context;
- u) **FWC** means Fair Work Commission;
- v) **Income-Related Allowance** means an allowance paid to an employee as part of the employee's salary;
- w) **Non-Term Time (School Vacations)** means the three gazetted term breaks during the period from and including the first day of teaching for the school year to the last day of teaching before schools close for the Christmas vacation period; unless subject to a variation to working arrangement for groups of employees as set out in clause 23;
- x) **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;
- y) **NES** means the National Employment Standards;
- z) **NTPS** means the Northern Territory Public Sector;
- aa) **Office Based Conditions** means terms and conditions associated with an employee who holds a classification listed in Schedule 7 and who does not work in a teaching capacity and is not normally based in a school environment;
- bb) **One years post-training experience** for the purposes of clause **Error! Reference source not found.**—Classification description—Assistant Teacher and Classroom Teacher in Schedule 1 and is the equivalent of 195 teaching days;
- cc) **Parties** means the parties listed in clause 3;
- dd) **Principal** means an employee who is covered by Determination 1025 of 2021, which establishes a new classification structure for on-going, non-contract principals, unless the context otherwise provides;

- ee) **PSCC** means the Public Sector Consultative Council established under section 64 of the PSEM Act;
- ff) **PSEM Act** means the *Public Sector Employment and Management Act* 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;
- gg) **Relief Teacher** means a teacher employed on a casual basis, as prescribed in clause 32, who is engaged as and when required to perform general teaching duties;
- hh) **School Based Conditions** means terms and conditions associated with an employee engaged in a teaching capacity in a school environment;
- ii) **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;
- jj) **Senior Teacher** means a teacher in a promotion position which includes educational administration duties in a classification set out in Schedule 5;
- kk) **Teachers** means Classroom Teachers (CT levels 1 to 9) and Senior Teachers (ST levels 1 to 8) who perform teaching and learning support and education related tasks in schools and education offices;
- ll) **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;
- mm) **TRG** means the agreed publication *Teacher Responsibilities: A Guide for Teachers and School Leaders in NT Government Schools 2012* as varied from time to time;
- nn) **Union** means the Australian Education Union – Northern Territory Branch;
- oo) **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 operation on the commencement date.

5.2 The nominal expiry date of this Agreement will be 11 October 2025.

6. Operation of Schedules

6.1 This Agreement is a comprehensive agreement and expressly includes all former award terms and conditions that the parties intend to continue to apply. It excludes all other award terms and conditions.

6.2 Schedule 1 of this Agreement contains classifications and classification descriptions from the Northern Territory Public Sector Enterprise Award 2016 [MA000151 PR582044] with modification. All applicable terms and conditions from that award that continue to apply have been incorporated into the relevant sections of this Agreement. Schedule 1 applies to the Union and all employees covered by the award along with any new employees employed in the classifications specified in Schedule 5 of this Agreement.

6.3 In the event of any inconsistency between them, the terms and conditions of Parts 1 to 4 and Schedule 2 to Schedule 5 of this Agreement will prevail over the terms and conditions of Schedule 1.

7. Variation of the PSEM Act

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

7.2 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.

7.3 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.

7.4 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

8. No Extra Claims

8.1 This Agreement constitutes a final settlement of the parties' claims, and together with the PSEM Act, is intended to set out, or set out processes for determining, all the terms and conditions of employment of the employees who will be subject to this Agreement, until its expiry.

8.2 The parties agree that they will not make any extra claims in relation to employee terms and conditions of employment in operation for the period of this Agreement.

9. 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

10. Objectives of the Agreement

- 10.1 The parties recognise that it is essential to achieve a spirit of trust and cooperation between the agency, teachers, and the Union.
- 10.2 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 Teacher and Educator 2017--2021 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.
- 10.3 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.
- 10.4 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 entrants 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.

10.5 The parties will positively promote the teaching profession.

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

11. Commitment of the Parties

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 of Education:

- 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 national 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.

12. Safe and Healthy Work Environment

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

- 12.2 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.
- 12.3 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying.
- 12.4 The employer and 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.

13. Productivity and Efficiency

- 13.1 The skills, energy and cooperation of employees and their contribution to productivity, increased quality and efficiency are recognised by this Agreement.
- 13.2 It is also recognised that this Agreement was negotiated in the context of productivity improvements arising from the Northern Territory Public Sector Teacher and Educator 2017--2021 Enterprise Agreement.
- 13.3 This Agreement takes into account actual agency and industry changes and productivity improvements and further improvements expected during the term of this Agreement.
- 13.4 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 agency:
- 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.

14. Dispute Settling Procedures

- 14.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 14.2 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.
- 14.3 However, in relation to
- a) disputes about assessment outcomes for Principals under Determination 1025 of 2021; or
 - b) a dispute about a
 - (i) By-law issued under the PSEM Act,
 - (ii) Determination 1025 of 2021; or
 - (iii) the Teacher Responsibilities Guide,
- clauses 14.6 and 14.7 will apply.
- 14.4 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.
- 14.5 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 clause 14.8d), 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 2017-2021 Enterprise Agreement, but not resolved before the commencement of this Agreement, shall continue to be dealt with in accordance with the dispute settling procedures in this Agreement. Any steps already taken in that process will be recognised and accepted by the parties and the FWC as steps taken for the purposes of this clause.

14.6 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.

14.7 Conciliation

- a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 14.6, any party may refer the dispute to the FWC, for resolution by conciliation.
- b) Provided the requirements of clauses 14.5 and 14.6 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.

14.8 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 clause 14.8d) 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 clauses 14.3 and 14.3b).

Part 3 PROCEDURAL MATTERS

15. Consultative Committees

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 The principal or manager may establish the workplace consultative committee on:
 - a) their own initiative; or
 - b) a request from an employee.
- 15.5 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.

16. Management of Change

16.1 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.

16.2 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.

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

16.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the CEO of the identity of the representative;

the CEO must recognise the representative and deal with them in good faith.

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

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of the 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.

16.6 Consultation

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

- a) discuss with the relevant employees the introduction of the change;

- b) provide to the relevant employees:
 - (i) as far as practicable, all relevant information about the proposed change;
 - (ii) information about the expected effects of the change on employees; and
 - (iii) information about any other matters that the CEO reasonably believes are likely to affect the employees.
 - c) invite and provide an opportunity for employees and their representatives, to put forward their views, comments and suggestions on 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.
- 16.7 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 16.8 Following consultation under clause 16.6 after making a final decision a CEO must consult on implementation.
- 16.9 In this clause:
- relevant employees** means the employees who may be affected by the change referred to in clause 16.1.

17. Departmental policies – general principle

- 17.1 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.
- 17.2 The Department will consult with the Union in relation to significant changes to the policies and procedures associated with the administration of this Agreement.

18. Teacher displacement

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

18.2 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 16.

18.3 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.

19. Probation

19.1 Subject to clause 19.3, all employees who are appointed as ongoing will undergo a minimum period of probation in accordance with the Department’s Probation Policy, as amended from time to time.

19.2 Subject to clause 19.4, the CEO may extend a period of probation up to a maximum of a further 12 months if required.

19.3 Assistant Teachers will undergo a minimum period of probation of six months in accordance with the Department’s Probation Policy.

19.4 The CEO may extend a period of probation for an Assistant Teacher up to a maximum of a further six months if required.

19.5 Notwithstanding clauses 19.1 to 19.4, the CEO may employ an employee without probation in accordance with s 32(2) of the PSEM Act.

20. Security of Employment

20.1 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.

20.2 However, clause 20.1 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.

20.3 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.

20.4 The parties will work collaboratively to develop and implement policies and strategies to increase ongoing employment and reduce the proportion of fixed period employees.

20.5 The engagement of employees covered by this Agreement will be in accordance with the PSEM Act and Employment Instruction 1.

20.6 In support of the principles and efforts articulated in clauses 20.4 and 20.5:

- 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 excess of 12 months;
- 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.

21. 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 clause 49.1c)).

22. Support and Wellbeing - Employee Assistance Program

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

23. Variation to Working Arrangements for Groups of Employees

- 23.1 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.

23.2 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.

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

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

24. Individual Flexible Working Arrangements

24.1 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.

24.2 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;
 - (iv) conditions of the employee's employment as a result of the arrangement; and
 - (v) the period of operation of the arrangement.

24.3 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.

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

24.5 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.

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

25. Union Rights

Union Representation

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

25.2 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.

- 25.3 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

- 25.4 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.
- 25.5 The approval for an employee to attend a training course will be subject to the operational requirements of the Department.
- 25.6 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.
- 25.7 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.
- 25.8 Leave granted under this clause will be on ordinary pay.
- 25.9 Leave granted under this clause will count as service for all purposes.

Release to Attend Union Executive Meetings

- 25.10 For the purpose of supporting industrial relations, the CEO shall, subject to the provisions of this clause, release an employee who is an elected Union executive to attend executive meetings.
- 25.11 Unless agreed otherwise, the Union will provide the CEO with not less than four weeks written notice.
- 25.12 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

- 25.13 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 executives;
- b) elected sub-branch representatives;
- c) elected regional councillors;

25.14 Unless agreed otherwise, the Union will provide the CEO with not less than four weeks written notice.

25.15 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

25.16 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.

25.17 Union Representatives' Rights and Obligations

- a) The role of the Union workplace representatives and other elected Union representatives is to be respected and facilitated.
- b) An employee may have a Union representative to represent the employee in a dispute or significant workplace matter and make representations on behalf of the employee.
- c) The Department and Union workplace representatives must deal with each other in good faith.
- d) The rights and obligations of Union workplace representatives will be underpinned by the following principles:
 - (i) workplace representatives will be able to perform their role without any discrimination in their employment;
 - (ii) ability for representatives to represent their members in the workplace (e.g. during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent members generally);
 - (iii) the ability for 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.

Part 4 Employment Relationship

26. Types of Employment

- 26.1 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).
- 26.2 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.
- 26.3 Ongoing and fixed period employees can be employed on either a full-time or part-time basis.

27. Full-time employment

A full-time employee is an employee who works 36.75 ordinary hours of duty per week.

28. Fixed Period Employment – Classroom Teacher

- 28.1 The provisions of this clause apply to an employee employed on a fixed period basis with the Department and holding the designation of Classroom Teacher.
- 28.2 All employees will be provided with written advice of their general terms and conditions of employment prior to commencing employment.
- 28.3 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. Payment During Stand Down

- 29.1 During non-term time, an employee on school based conditions will receive payment of salary during a stand down period when schools are otherwise not open to accept students, provided the employee:
- a) has employment that extends beyond the stand down period and:
 - (i) is not required to attend the workplace, 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; or
 - (ii) has not been directed to use their accrued recreation leave.
- 29.2 The payment of stand down shall not apply in cases where personal leave is appropriate.
- 29.3 Employees on any form of leave without pay (AWOL, SLWOP, Parental Leave, Personal Leave) equal to or greater than 15 business days in the preceding term will receive a pro rata stand down payment, calculated in accordance with the number of hours worked per week in that term.
- 29.4 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.
- 29.5 Weekends and public holidays form part of stand down and do not extend the period.
- 29.6 When considering applications from employees wishing to access other forms of leave adjacent to a stand down period, the principal will take into account the operational requirements of the school.

Note:

Non-Term Time (School Vacations) means the three gazetted term breaks during the period from an including the first day of teaching for the school year to the last day of teaching before schools close for the Christmas vacation period; unless subject to a variation to working arrangement for groups of employees as set out in clause 17.

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.

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.

30. Part-time employment

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 A CEO and an employee may agree to change the employee's agreed hours of duty, at the written request of either party.
- 30.5 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.
- 30.6 An employee may request in writing to convert from full-time employment to part-time employment for a specified period or permanently. A CEO will consider the application to convert to part-time employment in accordance with clause 24 Flexible Work – General Principles and Requirements).
- 30.7 Where a full-time employee is approved to work part-time for a specified period, the agreement in writing under cl 30.3 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.

31. Casual employment

31.1 A casual employee is an employee who:

- a) Was offered and accepted employment on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- b) To avoid doubt, a regular pattern of hours does not of itself indicate a firm advance commitment to continuing and indefinite work according to an agreed pattern of work.

31.2 A relief teacher is a casual employee.

31.3 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.

32. Relief Teacher Provisions

32.1 The Relief Teacher provisions will be as follows:

- a) The Relief Teacher loading will be 25%;
- b) A Relief Teacher will be paid an hourly rate in accordance with the following formula:

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

Tier	Level of Experience	A =
1	Less than three years	$\frac{\text{CT1 annual salary} \times 12}{313}$
2	Three to six years	$\frac{\text{CT2 annual salary} \times 12}{313}$
3	More than six years	$\frac{\text{CT3 annual salary} \times 12}{313}$

32.2 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.

32.3 For the purposes of clause 32.2, 195 days of relief teaching equals one year of full-time teaching and one day of Relief Teacher employment equals six hours.

- 32.4 Subject to the NES, a Relief Teacher has no entitlement to paid or unpaid leave or paid public holidays.
- 32.5 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).
- 32.6 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.

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 Table 5.1 Schedule 5.
- 33.2 Salaries will be paid fortnightly based on the following formula:

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

- 33.3 Expense related allowances in of 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.

34. Annual lump sum payment

- 34.1 Eligible employees will receive a \$4000 lump sum payment as soon as practicable:
- a) after this Agreement has been approved by the Fair Work Commission; and
 - b) eligible employees will receive a \$2000 lump sum payment:
 - (i) on or after 11 October 2022;
 - (ii) on or after 11 October 2023; and
 - (iii) on or after 11 October 2024.
- 34.2 To be eligible for the lump sum payment, employees must be employed on the date that the payment is to be made in accordance with clause 34.1.

- 34.3 The lump sum payment is payable to employees who are on unpaid parental leave, unpaid personal leave, or other leave without pay that is for a period of less than four weeks on the date the payment is to be made.
- 34.4 Part-time employees will be entitled to the full lump sum payment of \$4000 (i.e., not pro rata).
- 34.5 Casual employees will be eligible for the payment if, within three months prior to the payment date in clause 34.1 they have:
- a) been paid; or
 - b) performed duty which is due to be paid after the date of payment in clause 34.1.
- 34.6 An employee engaged under multiple contracts of employment (consistent with section 38A of the PSEM Act) will only be eligible for a single lump sum payment on each occasion under clause 34.1, in relation to the performance of work under all contracts of employment.
- 34.7 The employer agrees that should there be a change to the Northern Territory Government's Wages Policy during the term of the Agreement that provides for additional benefits above those contained in the Agreement (such as an increase to salaries above the value of the lump sum) these will be passed on through a determination.

35. Integrity of payments

- 35.1 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.
- 35.2 Recovery of overpayments
- a) Overpayments made to an employee will be recovered in accordance with regulation 5 of the *Financial Management Regulations 1995*. This clause provides a summary of the requirements under the regulations.
 - b) The employee will be given written details of the overpayment and the amount proposed to be deducted or withheld. The employee will be provided a reasonable opportunity to propose an alternative arrangement to repay the overpayment.
 - c) The CEO may enter into an alternative arrangement with the employee to repay the overpayment if it is reasonable in the circumstances, the risk of not recovering the overpayment is low, and the arrangement will not result in any added costs.

- d) On the cessation of an employee's employment, any amount or entitlement due to the person must be first used to repay the overpayment.

35.3 Rectification of underpayments

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

36. Superannuation

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

36.2 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.

36.3 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.

36.4 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.

36.5 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

37. Salary Sacrifice

37.1 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).

37.2 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 his/her right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

38. Classification of employees

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

- a) Assistant Teachers
 - (i) Assistant Teacher Level 1 (AT1): Entry level for an assistant teacher without qualifications and with no or minimal experience.
 - (ii) Assistant Teacher Level 2 (AT2): An assistant teacher who holds a Certificate III Education Support (or equivalent, as determined by the CEO) or at least four years continuous employment at Assistant Teacher Level 1.
 - (iii) Assistant Teacher Level 3 (AT3): An assistant teacher who holds a Certificate IV Education Support (or equivalent, as determined by the CEO).
 - (iv) Assistant Teacher Level 4 (AT4): An assistant teacher who holds either a Diploma of Education Studies or Diploma of Early Childhood and Care (or equivalent, as determined by the CEO).
 - (v) Assistant Teacher Level 5 (AT5): An assistant teacher who holds an Advanced Diploma Education (Paraprofessional Education Worker) (or equivalent, as determined by the CEO).
- b) The position classification standards for Assistant Teachers are contained in Schedule XX

38.1 Assistant Teacher Increments

- a) Assistant Teacher classifications and qualifications will be determined by the following criteria:
- (i) Assistant Teacher Level 1 recognises prior learning in Australian Indigenous Languages and Culture.
 - (ii) An Assistant Teacher Level 1 will advance to Assistant Teacher Level 2 after successfully completing the Certificate III in Education Studies or an equivalent qualification recognised by the CEO, or four years continuous service.
 - A. Service for the purpose of clause 1.1(a)(ii) will be deemed to be continuous if a break in service does not exceed one school semester plus associated stand down/leave periods.
 - (iii) An Assistant Teacher Level 2 will advance to Assistant Teacher Level 3 after successfully completing the Certificate IV in Education Support or an equivalent qualification recognised by the CEO.
 - (iv) An Assistant Teacher Level 3 will advance to Assistant Teacher Level 4 after successfully completing the Diploma in Education Support or an equivalent qualification recognised by the CEO.
 - (v) An Assistant Teacher Level 4 will advance to Assistant Teacher Level 5 after successfully completing the Advanced Diploma in Education Support or an equivalent qualification recognised by the CEO.
- b) Classroom Teachers
- (i) Classroom Teacher 1 (CT1): A teacher who holds a four year degree in education (or equivalent) with no-post training experience.
 - (ii) Classroom Teacher 2 (CT2): A teacher who holds a four year degree in education (or equivalent) with a minimum of one years post-training experience.
 - (iii) Classroom Teacher 3 (CT3): A teacher who holds a four year degree in education (or equivalent) with a minimum of two years post-training experience.
 - (iv) Classroom Teacher 4 (CT4): A teacher who holds a four year degree in education (or equivalent) with a minimum of three years post-training experience.
 - (v) Classroom Teacher 5 (CT5): A teacher who holds a four year degree in education (or equivalent) with a minimum of four years post-training experience.
 - (vi) Classroom Teacher 6 (CT6): A teacher who holds a four year degree in education (or equivalent) with a minimum of five years' post-training experience.

- (vii) Classroom Teacher 7 (CT7): A teacher who holds a four year degree in education (or equivalent) with a minimum of six years post-training experience.
 - (viii) Classroom Teacher 8 (CT8): A teacher who holds a four year degree in education (or equivalent) with a minimum of seven years post-training experience.
 - (ix) Classroom Teacher 9 (CT9): A teacher who holds a four year degree in education (or equivalent) with a minimum of eight years post-training experience.
 - (x) The CEO may consider whether an employee's prior experience, special expertise and qualifications warrant employment at a higher Classroom Teacher level upon commencement of employment.
- c) Senior Teachers
- Senior Teacher levels 1-8 represent discreet promotional salary points within the classification structure of the Schedule.

39. Increments

39.1 Classroom Teacher Provisions

- a) Subject to clauses 39.2 and 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.

39.2 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; and
 - (ii) Completes 20 points worth of tertiary studies or approved professional development courses 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.

39.3 Progression from Classroom Teacher 5 to Classroom Teacher 6

Incremental progression from Classroom Teacher 5 to Classroom Teacher 6 will be subject to successful assessment of the employee's professional knowledge and skill.

- (a) Progression from CT5 to CT6 level is subject to an assessment process in accordance with the following criteria:
 - A. successful completion of probation; and
 - B. demonstrated proficiency against the Australian Institute for Teaching and School Leadership National Professional Standards for Teachers or equivalent standards as determined by the Chief Executive Officer of the Department.

39.4 Assistant Teachers

- a) Each Assistant Teacher shall progress to the next level within the relevant classification salary range having regard to the acquisition and utilisation of skills and knowledge through experience in assistant teaching practice over the relevant period.
- b) Assistant Teacher Level 1 recognises prior learning in Australian Indigenous Languages and Culture.
- c) An Assistant Teacher Level 1 will advance to Assistant Teacher Level 2 after successfully completing the Certificate III in Education Support or an equivalent qualification/relevant experience recognised by the CEO, or four years continuous service.
- d) Service for the purpose of clause 39.4c) will be deemed to be continuous if a break in service does not exceed one school semester plus associated stand down/leave periods.
- e) An Assistant Teacher Level 2 will advance to Assistant Teacher Level 3 after successfully completing the Certificate IV in Education Support or an equivalent qualification/relevant experience recognised by the CEO.
- f) An Assistant Teacher Level 3 will advance to Assistant Teacher Level 4 after successfully completing the Diploma in Education Support or an equivalent qualification/relevant experience recognised by the CEO.

- g) An Assistant Teacher Level 4 will advance to Assistant Teacher Level 5 after successfully completing the Advanced Diploma in Education Support or an equivalent qualification/relevant experience recognised by the CEO.

40. Highly Accomplished and Lead Teacher Allowance

- 40.1 Highly Accomplished and Lead Teachers are certified through a national process, applied by the certifying authorities in each participating state or territory.
- 40.2 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.
- 40.3 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.
- 40.4 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 5.2 in Schedule 5.
- 40.5 The allowance will be paid on a fortnightly basis and will count as salary for all purposes.
- 40.6 The allowance will only be paid to certified employees who are employed in classroom-based positions in a designated classroom teacher position.
- 40.7 Highly Accomplished Teachers and Lead Teachers may be considered members of the school executive or leadership team.
- 40.8 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 [insert performance planning and review clause here].
- 40.9 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.
- 40.10 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.

40.11 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.

41. Special Allowances

41.1 The following allowances will be paid for all purposes at the rates specified in Table 5.2 in Schedule 5:

- a) Teacher in a special school;
- b) Teacher of special classes;
- c) Teacher in charge – one teacher school with primary classes;
- d) Principal of area school;
- e) The teacher in charge in a pre-school with two or more teachers;
- f) The teacher in charge in a pre-school with one teacher;
- g) Assistant Teacher in charge of a homeland centre.

41.2 Eligibility

For the purposes of the preceding clause in respect of certain teachers stationed in the Northern Territory of Australia:

- a) **Teacher in a special school** includes those employed in a teaching capacity performing full-time duties at one of the schools listed in clause 5.3.1 in Schedule 7;
- b) **Teacher in a special school** includes those employed in a teaching capacity performing other than full-time duties for at least one day per week at one of the schools listed in clause 5.3.1 in Schedule 7 provided that the person will be eligible for an allowance on a pro rata basis;
- c) **Teacher of special classes** includes teachers and senior teachers performing full-time duties in classes for the deaf, for the blind, within a gaol or remand centres and for designated handicapped children provided that 50% of the children are unable to be integrated for the majority of the time;

Note: a teacher receiving allowances under clauses 41.2a) or 41.2b) is not eligible to receive the allowance under clause 41.2c).

- d) **Principal of an area school** includes a senior teacher designated as a principal of an area school providing both primary and secondary education, provided that such a school has an enrolment of at least 50 secondary pupils;
- e) **Teacher in-charge of a pre-school with two or more teachers** is a teacher performing duties as a senior teacher, which can include a semi-autonomous pre-school where two or more teachers are stationed, provided that neither of the latter teachers is classified as a senior teacher;
- f) **Teacher in charge in a pre-school with one teacher** is a teacher performing duties as a teacher in charge in a pre-school where one teacher is stationed, provided that person is not classified as a senior teacher.
- g) **Assistant Teacher in charge of a homeland centre** is an assistant teacher who is in charge of a homeland centre.

42. Higher Duties Allowance

42.1 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 Schedule 11 of the Northern Territory Public Sector 2017—2021 Enterprise Agreement; as at 10 August 2017 it was \$96,145.

42.2 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 42.

42.3 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.

42.4 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.

42.5 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.

42.6 Higher Duties Allowance—Executive 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 5, 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) The Ongoing Principal Level will only be used for periods of higher duties of up to 20 weeks or two school terms, whichever is the lesser.
- c) However, the CEO may approve payment of a single extension of up to 10 weeks beyond the limit in clause 42.6b) for exceptional circumstances, taking into account the reason for the extension.
- d) For the avoidance of doubt, extension of the use of higher duties for ongoing principals will not be used as an alternative to the appointment of an employee to an Executive Contract Principal level.
- e) An employee who is required to perform duties at the ongoing principal level will be:
 - (i) Required to attend for duty during stand down; and
 - (ii) Able to access recreation leave during stand down subject to operational requirements and available leave credits.
- f) However, access to recreation leave under clause 42.6e)(ii) will reduce the available recreation leave credits for use during the Christmas vacation period should the higher duties at the Executive Principal Level cease before the commencement of the Christmas vacation period.

43. Special Travel Allowance

43.1 General

An eligible teacher performing teaching duties in the Northern Territory is entitled to a special travel allowance as determined by the Commissioner in accordance with the terms of this clause.

43.2 Eligibility

- a) For the purposes of this clause an eligible teacher includes:
 - (i) a teacher whose headquarters is either in Darwin, Alice Springs, Tennant Creek, Nhulunbuy or Katherine and whose principal duty is the provision of advice concerning special education programs at an establishment other than his or her headquarters; or
 - (ii) a teacher whose headquarters is a non-urban Aboriginal school whose duties include the provision of educational services at an out-station community; provided that the teacher is absent from his or her headquarters or school while undertaking the duties enumerated in this clause.

43.3 For the purposes of this clause a special education program includes a remedial program and programs for the deaf, the disadvantaged, and the handicapped.

43.4 Entitlement

An eligible teacher is entitled to travel allowance.

43.5 For the purposes of this clause, travel allowance is calculated on the basis of:

- a) a special travel allowance of \$15.00 for any single day not involving an overnight absence in which the member is absent from residence or headquarters for 10 or more hours;
- b) for overnight travel, an appropriate travel allowance at the rate determined by the Commissioner;
- c) where a continuous absence from residence or headquarters extends over a number of days a travel allowance at a rate calculated as an aggregate of the rate prescribed.

44. Northern Territory Allowance

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.

45. First Aid Allowance

45.1 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.

45.2 The Department will reimburse relevant fees to authorised employees for obtaining or renewing approved and recognised first aid qualifications.

45.3 First Aid Allowance will be paid fortnightly in accordance with the rates specified in Schedule 5 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.

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

Part 6 Remote Localities

46. Remote Incentive Allowance

46.1 Employees stationed in remote localities will be paid a Remote Incentive Allowance in lieu of the Allowance for Freight on Household Goods under By-law 44 and the Professional Isolation Allowance.

46.2 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.

- 46.3 Single and dependant rates for the Remote Incentive Allowance for the duration of this Agreement are as specified in Schedule 5
- 46.4 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.
- 46.5 The Remote Incentive Allowance will be paid fortnightly in addition to salary and will count as salary for the purposes of taxation and superannuation.
- 46.6 The Remote Incentive Allowance will be paid to part-time employees on a pro rata basis.
- 46.7 The Remote Incentive Allowance is not payable to an employee during periods of unpaid leave.

47. Remote Retention Payment

- 47.1 An employee residing and providing service in a remote locality and category as determined by the Commissioner will be eligible to receive a Remote Retention Payment.
- 47.2 The Remote Retention Payment will be paid in the form of a lump sum at the rates specified in Schedule 5.
- 47.3 An employee is eligible to receive the Remote Retention Payment after the completion of 12 months continuous service in a remote locality ('qualifying service').
- 47.4 For the purposes of clause 47.3, 12 months continuous service means the completion of 40 school weeks within a 12-month period, including all periods of paid leave occurring during that period.
- 47.5 Where an employee provides qualifying service in more than one remote locality, the employee will be paid the rate of the Remote Retention Payment that applies to the locality at the time of the payment.
- 47.6 The Remote Retention Payment does not count as salary for superannuation purposes.

48. End of half semester travel

- 48.1 A teacher or Assistant Teacher permanently stationed at an approved isolated locality is entitled to travel assistance, provided at clause 48.6, at the conclusion of half semester in a school year in accordance with the terms of this clause.

- 48.2 For the purposes of this clause an approved isolated locality in the Northern Territory which is situated more than 90 kilometres by road from Darwin or Alice Springs and which satisfies the following criteria:
- a) the locality is located in isolation from a centre of significant population;
 - b) the locality lacks reasonable access by sealed all-weather road to a centre of significant population;
 - c) the number of people in the locality can be interpreted as contributing to professional and cultural isolation of members located therein.
- 48.3 Where a teacher or Assistant Teacher's spouse is in receipt of fares or benefits from the NTPS the employee will be deemed a teacher or Assistant Teacher without dependents; provided that where a teacher or Assistant Teacher 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.
- 48.4 A schedule of approved isolated localities, in terms of this clause, is provided at Table 2 – Approved Isolated Schools in item 5.4.1 of Schedule 7.
- 48.5 A teacher or Assistant Teacher permanently stationed at an approved isolated locality is entitled to end of half semester travel for the teacher or Assistant Teacher and their dependents as follows:
- a) in a school year in which the teacher or Assistant Teacher utilises an entitlement under By-law 43 at the conclusion of any one half semester;
 - b) in a school year in which the teacher or Assistant Teacher does not utilise an entitlement under By-law 43 at the conclusion of any two half semesters.
- 48.6 A teacher or Assistant Teacher entitlement under clause 48.5 will be as follows:
- a) reimbursement for return economy class travel by commercial air transport for the teacher or Assistant Teacher 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 teacher or Assistant Teacher and the employee's dependents, provided that this travel does not exceed the cost of travel under clause 48.6a); 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 clause 48.6a).

49. Remote Localities – Additional Provisions

49.1 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 fare out of isolated locality (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.

50. Special Study Leave Program

50.1 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.

50.2 Two study leave points will be allocated to teachers for each year of service at Jabiru, Yulara and Mutitjulu.

50.3 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.

50.4 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.

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

51. Electricity Subsidy

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

- a) Employee residing in agency supplied accommodation 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 Part B of Schedule 5, subject to the relevant category of remoteness and the employee's eligibility for the dependant/after-hours rate.
- b) The rates of payment for the electricity subsidy are set out in Schedule Schedule 5.
- c) The electricity subsidy for the dependant rate is payable only where the employee:
 - (i) has recognised dependents, being an employee's 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.
- d) The electricity subsidy shall be paid fortnightly in addition to salary and shall count as salary for the purpose of taxation and superannuation.
- e) The electricity subsidy shall not be paid during periods of leave without pay which do not count as service.
- f) The electricity subsidy shall be paid to part-time employees on a pro rata basis.
- g) Where agency supplied accommodation is occupied by more than one employee covered by this agreement, who are equally required to meet the cost of any charges associated with the provision of electricity to that dwelling, the electricity subsidy will be paid on a pro rata basis to each employee.

51.2 An employee residing in agency supplied accommodation, who is not required to meet the cost of any charges associated with the provision of electricity to that dwelling on the day prior to the commencement date of this Agreement will be eligible to continue this arrangement until the commencement of the 2023 school year.

52. Remote Access to Satellite Television or Internet Services

- 52.1 An employee stationed 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.
- 52.2 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.
- 52.3 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.

The employee will be responsible for the ongoing subscription charges associated with the service

Part 7 Leave Provisions

53. Parental Leave

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

53.1 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.

53.2 Definitions

For the purpose of this clause:

- a) **child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee, the employee's spouse or the employee's legal surrogate; or
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with the employee; or

- (iii) in relation to a long term or permanent care order related leave, a child (or children) who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*, and who will be placed with the employee under a long term or permanent care order.
- b) **continuous service** means the employee's continuous period of employment with the employer and, where relevant, any continuous period of employment within an agency for the purposes of the *Financial Management Act 1995* that immediately preceded NTPS employment (i.e. no break in service between employment). An employee's service will be continuous despite any periods of authorised paid leave, or periods of authorised unpaid leave that are expressly stated as counting for the purposes of service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory.
- Where an employee is employed under two or more separate contracts of employment at the same time, as permitted under s 38A of the PSEM Act, and the employee requires parental leave under each contract, continuous service will be determined with respect to the total period of service with the employer.
- c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:
- (i) the day on which the employee first takes parental responsibility for the child; or
 - (ii) the day on which the employee starts any travel that is reasonably necessary to take parental responsibility for the child.
- d) **eligible casual employee** means a casual employee who has been engaged by the employer on a regular and systematic basis for a period of:
- (i) at least 12 months; or
 - (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and:
 - A. the employer terminated the previous engagement;
 - B. the employee was re-employed within three months after termination of the previous engagement; and
 - C. the total employment period (i.e. the current employment and previous engagement) is at least 12 months.
- e) **medical certificate** means a certificate signed by a medical practitioner.
- f) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.

- g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 1995* and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 53.12.
- 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.

53.3 Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (clause 53.8)	Less than 39 weeks or eligible casual employee	Nil	52 weeks	52 weeks
	Between 39 weeks and 12 months	Between 1 and 14 weeks*	Between 38 and 51 weeks	52 weeks
	At least 12 months	14 weeks	142 weeks	3 years
	At least 4 years and 49 weeks	Between 15 and 18 weeks*	Between 138 and 141 weeks	3 years
	At least 5 years	18 weeks	138 weeks	3 years
<i>*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 formula in clause 53.8 is used to calculate the amount of pro rata leave.</i>				
Partner leave (clause 53.9)	Less than 12 months or eligible casual employee	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years
	At least 5 years	2 weeks	154 weeks	3 years
Pre-natal leave (clause 53.4)	All employees (excludes casuals)	8 hours		8 hours
Leave for pregnancy-related illness (clause 53.5)	All employees	<i>(No paid leave under parental leave. Employee can elect to use accrued paid</i>	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
		<i>personal leave entitlements)</i>		
No safe job leave (clauses 53.6f) and 53.6g))	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in clause 53.6a)	For the entire risk period (as defined in clause 53.6a))
	Where an employee is entitled to primary caregiver parental leave	For the entire risk period (as defined in clause 53.6a))		For the entire risk period (as defined in clause 53.6a)53.6a))
Pre-adoption leave/ permanent care order application (clause 53.7)	Less than 12 months service or eligible casual employees	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
Special maternity leave (miscarriage) (clause 53.11b))	All employees	Compassionate leave is available (<i>Accrued paid personal leave may be available</i>)	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
Special maternity leave (stillbirth) (clause 53.11c))	All employees	As for primary caregiver parental leave Compassionate leave is also available	As for Primary caregiver parental leave	As for Primary caregiver parental leave

53.4 Pre-natal leave

- a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling eight hours per pregnancy, to enable the employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to eight hours unpaid leave per pregnancy.
- b) An employee must comply with the notice and evidence requirements set out in clause 53.12 to access pre-natal leave.

53.5 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.

53.6 Transfer to an appropriate safe job

- a) This clause applies where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue their present work for a stated period (the **risk period**).
- b) The CEO will (if there is an appropriate safe job available and if reasonably practicable) transfer the employee to an appropriate safe job during the risk period.
- c) Unless agreed by the employee, an employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until the commencement of parental leave.
- d) During the risk period, the employee is entitled to the employee's full rate of pay (for the position they were in before the transfer) for the hours that the employee works in the risk period. For this clause, full rate of pay is as defined in section 18 of the FW Act.
- e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- f) An employee is entitled to paid no safe job leave for the risk period, or part thereof, that the employee does not work, if:
 - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
 - (ii) the employee is entitled to primary caregiver parental leave in association with the pregnancy and birth; and
 - (iii) the employee has complied with the notice and evidence requirements set out in clause 53.12 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).

53.7 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 clause 53.12 to access pre-adoption leave.

53.8 Primary caregiver parental leave

- a) Primary caregiver parental leave is available to full-time, part-time and eligible casual employees who will be the primary caregiver of the child.
- b) Entitlement to primary caregiver parental leave
 - (i) An eligible casual employee is entitled to up to 52 weeks unpaid primary caregiver parental leave.

(ii) An employee with less than 39 weeks continuous service at the time of commencing parental leave is entitled to up to 52 weeks unpaid primary caregiver parental leave.

(iii) Subject to clause 53.8b)(v), an employee with at least 39 weeks continuous service, but less than four years and 49 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:

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

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 clause 53.8b)(vi) an employee with at least four years and 49 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 formula, up to a maximum of 18 weeks:

18	-	Number of 5 year shortfall weeks	=	Number of weeks paid parental leave
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5 year shortfall weeks means the number of weeks of continuous service less than five years continuous service (where any part of a week is rounded up to constitute a full week) at the time of commencing parental leave.

- 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 49 weeks continuous service at the birth receives 15 weeks paid leave ($18-3=15$) and 141 weeks unpaid leave ($156-15=141$).

Employee with 5 years and 26 weeks continuous service at the birth receives 18 weeks paid leave ($18-0=18$) and 138 weeks unpaid leave ($156-18=138$).

- (v) Employees with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 53.8b)(iii), provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental. 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 35 (Integrity of Payments).
- (vi) Employees with at least 4 years and 49 weeks but less than five years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 53.8b)(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 35 (Integrity of Payments).

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

- (vii) For the avoidance of doubt, only one parent of an NTPS employee couple is entitled to receive primary caregiver parental leave in respect

to the birth, adoption or long term or permanent care placement of their child.

c) Commencement of primary caregiver parental leave

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

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

d) Exemptions to primary caregiver parental leave

- (i) An employee is not entitled to primary caregiver parental leave in circumstances where:
- A. the employee's spouse (whether an NTPS employee or not) meets the definition of 'primary caregiver' as set out in clause 53.2; or
 - B. the employee has taken (or is eligible for) partner leave entitlements under clause 53.9 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.

53.9 Partner leave

Partner leave is available where an employee has or will have parental responsibility for the care of their child but is not the primary caregiver. (*Note: 'primary caregiver is defined in clause 53.2h)*)

- a) Entitlement to partner leave
- (i) An employee with less than 12 months continuous service at the time of commencing partner leave, or an eligible casual employee, is entitled to up to 52 weeks unpaid partner leave.
 - (ii) An employee who has completed at least 12 months continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 1 week paid partner leave, and
 - B. 155 weeks unpaid partner leave.
 - (iii) An employee who has completed at least five years continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 2 weeks paid partner leave, and
 - B. 154 weeks unpaid partner leave.
- b) Taking partner leave
- (i) Partner leave may commence up to one week prior to the expected date of birth or placement of the child (unless the CEO agrees to an alternative arrangement).
 - (ii) Partner leave must not extend beyond the following periods:
 - A. In the case of an employee with less than 12 months continuous service at the time of commencing partner leave, or eligible casual employees: 24 months from the date of birth or placement of the child.
 - B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: three years from the date of birth or placement of the child.
 - (iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to eight weeks of their total partner leave entitlement in clause 53.9a) in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise.
 - (iv) An employee must comply with the notice and evidence requirements set out in clause 53.12 in order to access partner leave.

Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 53.9b)(iii) or the combined parental leave provisions in clause 53.10.

- c) Paid partner leave – change in carer responsibilities within certain time period
 - (i) An employee who has completed at least 12 months of continuous service at the time of commencing parental leave (and who is not entitled to combined parental leave under clause 53.10) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:
 - A. the employee’s spouse is the primary caregiver at and immediately following the birth or placement of the child;
 - B. the employee’s spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least five years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);
 - C. as a consequence of the employee’s spouse no longer being the primary caregiver, the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child’s physical needs more than anyone else; and
 - D. the employee has complied with the notice and evidence requirements set out in clause 53.12.
 - (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.

53.10 Combined parental leave

- a) An NTPS employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave pay scheme) provided that:
 - (i) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to three years parental leave;
 - (ii) each employee is eligible for paid parental leave; and
 - (iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.

- b) Combined parental leave is subject to the following requirements:
 - (i) compliance with the notice and evidence requirements for taking parental leave set out in clause 53.12;
 - (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.

53.11 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 65.
- c) Stillbirth – end of a pregnancy after 20 weeks or as otherwise provided in section 77A(2) of the FW Act
 - (i) In the event of a stillbirth, an employee may access their primary caregiver parental leave entitlements (clause 53.8) as if the child had been born alive.
 - (ii) An employee may also access compassionate leave in accordance with clause 65.

53.12 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 circumstances the notice and evidence required must be provided as soon as practicable.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Primary caregiver parental leave (clause 53.8) and partner leave (clause 53.9)			
Intention to take primary caregiver leave or partner leave	10 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)	Confirmation that the employee intends to take leave and the proposed start and end dates.
Prior to commencement of the primary caregiver leave or partner leave	4 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO) And a statutory declaration	Written notice: confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and <u>if the leave is birth related leave:</u> the date of birth, or expected date of birth of the child; or <u>if the leave is adoption/permanent care order related leave:</u> the day of placement, or the expected placement, of the child. Statutory declaration: <u>if the request is for primary caregiver leave:</u> a statement that the employee will become the primary caregiver at

	Timeframe to provide notice	Types of notice required	What must be included in the notice
			all times while on leave; or if the request is for <u>partner leave</u> : a statement that the employee will have responsibility for the care of the child at all times while on leave.
Pregnancy related illness (clause 53.5)			
All circumstances	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	Written notice: the proposed start and end date of the leave Medical certificate: stating the employee is unfit for work for the stated period because of a pregnancy-related illness.
Special maternity leave (clause 53.11)			
Miscarriage or Stillbirth	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	Written notice: - the proposed start and end date of the special maternity leave Medical certificate: - stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.
Pre-adoption or permanent care order application leave (clause 53.7)			
All circumstances	As soon as practicable (which may be a time after the leave has started)	Written notice, and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or

	Timeframe to provide notice	Types of notice required	What must be included in the notice
			permanent care order application.
Pre-natal leave (clause 53.4)			
Per occasion	As soon as reasonably practicable	Written notice , and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

53.13 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.

53.14 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.

53.15 Extending parental leave

- a) Where the initial period of parental leave is less than 12 months
 - (i) An employee who is on an initial period of parental leave of less than 12 months under clause 53.8 or 53.9, is entitled to extend their period of parental leave up to the full 12 month period, provided that:
 - A. The employee notifies the CEO in writing at least four weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.
 - (ii) An employee that has made a request to extend their parental leave in accordance with clause 53.15a)(i) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:
 - A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible casual employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or
 - B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed three years after the date of birth or day of placement of a child.
- b) Where the initial period of parental leave is more than 12 months
 - (i) An employee who is on an initial period of parental leave of more than 12 months under clause 53.8 or 53.9 and is eligible for up to three years parental leave, is entitled to request that their period of parental leave be extended, provided that:
 - A. the employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and
 - B. the new end date of parental leave is not beyond three years after the date of birth or day of placement of the child.
 - (ii) The employee is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirements prescribed by clause 53.15b)(i).

- (iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 53.18 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.

53.16 Superannuation contributions during parental leave

- a) Employer superannuation contributions will be paid for employees during the first 12 months of their parental leave as if they had been at work. The superannuation contributions will be paid during periods of both paid and unpaid leave.
- b) For the period of an employee's paid Primary Caregiver Parental Leave or Special Maternity Leave (stillbirth) entitlements, employer superannuation contributions will be paid at double the legislated employer superannuation guarantee rate for the period of their paid parental leave.
- c) Eligibility
 - (i) An employee must have at least 12 months continuous service at the time of commencing parental leave.
 - (ii) This clause only applies in relation to the following forms of parental leave:
 - A. Primary Caregiver Parental Leave, as per clause 53.8
 - B. Special Maternity Leave (stillbirth), as per clause 53.11c).
 - C. Clause 53.16a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 53.16b) does not apply to Partner Leave, including periods of paid Partner Leave where employee takes over caring responsibilities for their child under clause 53.9c).
 - (iii) This clause does not apply to casual employees.
- d) Should the employee elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions under clause 53.16b) will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

For example, if an employee utilises 14 weeks of paid parental leave over a period of 28 weeks (i.e. leave taken at half pay), double superannuation contributions under clause 53.16b) 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.

53.17 Return to work after a period of parental leave

- a) Returning to work within the first six weeks of birth
 - (i) An employee who is the birth giver and elects to return work within the first six weeks following the birth of the child must provide a medical certificate stating that the employee is fit for work during that period.
- b) Returning to work early
 - (i) During a period of parental leave an employee is entitled to request that they return to work early, provided that the employee makes an application to the CEO in writing at least:
 - A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period up to 52 weeks; or
 - B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.
 - (ii) The CEO must respond to a request made by an employee under this clause in accordance with clause 53.18 below.
- c) Cancelling leave or returning to work – stillbirth or death of a child

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

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

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

 - (i) four weeks before the expiration of parental leave where the employee has been on parental leave for a period of up to 52 weeks; or
 - (ii) 12 weeks before the expiration of parental leave where the employee has been on parental leave for a period in excess of 52 weeks.
- e) Returning to work on reduced hours

- (i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to six months in order to care for their child.
 - (ii) Where an employee makes an election under clause 53.17e)(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 30 (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 clause 53.17e)(i) and the election cannot be accommodated as per clause 53.17f)(i), the employee is entitled to alternative duties. Whilst undertaking alternative duties, the employee is entitled to their full rate of pay (for the position the employee would otherwise have returned to) for the ordinary hours that the employee works.
 - (iii) In circumstances where the employee was transferred to an appropriate safe job in accordance with clause 53.6, 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.

53.18 CEO review of certain employee requests

- a) This clause applies to an employee's request to:
 - (i) extend parental leave (clause 53.15);
 - (ii) return to work early (clause 53.17b)); or
 - (iii) reduce their ordinary hours of work for a period greater than 6 months (clause 53.17e)(v)).

- b) The CEO will consider an employee's request and respond in writing within 21 days.
- c) In considering an employee's request, the CEO will have regard to the employee's circumstances. Provided the employee request is genuinely based on the employee's parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in clause 80.4e).
- d) An employee request and the CEO's response must be recorded in writing.

53.19 General conditions

- a) Except where otherwise provided in this clause, parental leave is to be taken in a single continuous period.
- b) Weekends, public holidays, programmed days off and rostered days off
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) Parental leave at half pay

- (i) An employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
- (ii) Where an employee utilises half pay parental leave, leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay.

For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay. In addition, only the first 14 weeks of the half pay period counts for service. See clause 53.19g)(ii).

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

d) 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.
- e) 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 53.17e).
- f) 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.
- g) Effect of parental leave on service
 - (i) A period of parental leave does not break an employee's continuity of service.
 - (ii) Any period of paid parental leave will count as service, however where an employee elects paid parental leave at half pay, in accordance with clause 53.19c), service will only count for a period equal to taking the paid leave at full pay.

A period of unpaid parental leave will not count as service.

54. Personal Leave

54.1 Relationship with By-laws and Other Instruments

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

54.2 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 (sick 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).

54.3 Definitions

For the purpose of this clause:

- a) **child:** see clause 53.2a) **Error! Reference source not found.;**
- b) **de facto partner: includes** a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee;
- c) **immediate family: means:**
- (i) i) a spouse, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (ii) (ii) child, parent, grandparent, grandchild, or sibling of a spouse of an employee.;
- d) **medical certificate** means a certificate signed by a registered health practitioner;

- e) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;
- f) **registered health practitioner** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type); and
- g) **spouse:** means a former spouse, de facto partner and former de facto partner..

54.4 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 54.4g).
- 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 clause 54.4a) 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 clause 54.8;
 - (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.

54.5 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 clauses 54.7 and 54.8.
- 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 clause 54.5a).

54.6 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 clause 54.6a)(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 clause 54.6 is subject to the notice and evidence requirements in clauses 54.7 and 54.8.

54.7 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.

54.8 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 clause 54.8d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 54.2a)(i) (sick 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 clause 54.8d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 54.2a)(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.

54.9 Personal leave whilst on other forms of leave

- a) Subject to the requirements of clauses 54.7 and 54.8 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.

54.10 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 clause 54.10a) who is:
 - (i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;
 - (ii) an employee other than one to which clause 54.10b)(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 sick 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 sick 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.

54.11 Personal leave – Workers Compensation

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

55. Infectious Diseases Leave

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

- (i) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act 1981*; and
- (ii) 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

- b) sick leave for any period during which the employee actually suffers from illness; or
- c) 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.

55.2 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*.

56. War Service Leave

56.1 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.
- 56.2 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
- 56.3 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.
- 56.4 Accrual of Leave
- a) On the date of their commencement of employment in the NTPS, or the date of recognition of the illness or condition, whichever is the later, an employee will be entitled to:
 - (i) an initial (and once only) non-accumulative credit of nine weeks at full pay; and
 - (ii) an accumulative credit of three weeks at full pay.
 - b) After each period of 12 months service a further accumulative credit of three weeks at full pay, subject to a maximum balance of nine weeks cumulative accrual at any time.
 - c) An employee's accumulative war service leave entitlement will be deferred by any period of:
 - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 54.8;

- (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.
- d) Leave is available to use for any illness or condition attributed to war service, as per clause 56.3. 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.

56.5 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 54.

56.6 Recognition of Prior Service

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

57. Recreation Leave

57.1 Relationship with By-laws and other instruments

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

57.2 Definitions

For the purpose of this clause:

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

57.3 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 stationed in the Northern Territory or under any condition the Commissioner so determines.

57.4 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.

57.5 Granting of Leave

- a) The CEO may, on application in writing by the employee, other than an employee to whom clause 57.5b) applies, grant leave for recreation purposes, subject to the agency's operational requirements.
- b) An employee employed in a teaching capacity in a school 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.

57.6 Public Holidays

- a) Where a public holiday occurs during recreation leave, (including recreation leave at half pay taken under Schedule 4), 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.

57.7 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.

57.8 Cash-out of Leave

- a) An employee employed in a non-teaching capacity may apply, in writing, to the CEO to cash-out an amount of the employee's available recreation leave provided that:
- b) the employee's remaining accrued entitlement to paid recreation leave is not less than four weeks;
- c) each cashing-out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;
- d) 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
- e) a minimum of five days to be cashed-out on any occasion.

57.9 Cashing-out of leave – School-based employees

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

57.10 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 54 (Personal Leave), the CEO

may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

57.11 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.

58. Recreation Leave Loading

58.1 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:
- b) 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
- c) 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.

58.2 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 clause 58.2b) will be the salary payable had the employee been employed on 1 January of that year.

58.3 Automatic cash-out

- a) Where an employee, other than an employee employed in a teaching capacity in a school, 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) An employee with three or more accrued recreation leave loadings as at 1 January will have two recreation leave loadings automatically paid on the common cash-up date of that year;
 - (iv) Recreation leave loadings will be paid in the order of accrual; and
 - (v) 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.

59. Christmas Closedown

- 59.1 The CEO will consult with relevant employees where the agency, or part of the agency, will close down for a nominated period and where the closedown will occur provided that:
 - a) at least three months notice in writing is given to employees prior to the closedown period; and
 - b) the nominated period covers the Christmas and New Year period.
- 59.2 Closedown may apply to part of an agency where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a closedown period. This may occur subject to the CEO:
 - a) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or
 - b) if no volunteers are forthcoming, directing employees with at least two months notice to cover the closedown period.
- 59.3 Christmas closedown leave

- a) Employees (excluding casuals) will be granted paid Christmas closedown leave for the number of days needed to cover an agency's closedown period between Christmas and New Year's Day, subject to the provisions of this clause.
- b) Where an agency's closedown period is outside of the period nominated in clause a), employees must use recreation leave, time off in lieu or flextime credits, provided that:
 - (i) New employees, who will not be able to accrue enough leave credits to cover the additional closedown period (i.e. outside the time between Christmas to New Year's Day), may be offered by the CEO to work additional hours to enable sufficient time off in lieu, or flextime credits to be accrued to cover any required period, or offered alternate work.

Note: Alternate work only applies to cover closedown days outside the Christmas to New Year's Day period. Where an agency is closed down between Christmas to New Year's Day, the employee must be granted Christmas closedown leave.

- (ii) If an employee has insufficient recreation leave credits, time off in lieu or flextime credits leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.
- c) Where the agency, or part of the agency does not close down, then employees on recreation leave or long service leave will be entitled to Christmas close down leave in accordance with clause 59.3
- d)

If an employee (excluding a casual employee) is required to work ordinary hours during the period between Christmas and New Year's Day due to operational reasons, the employee will be able to bank Christmas closedown leave of 22.05 hours (pro rata for part time employees)..
- e) Christmas closedown leave shall be banked on the following conditions:
 - (i) banked leave must be taken within the following 12 months;
 - (ii) cannot be taken at half pay;
 - (iii) time taken will be paid at the employee's base salary including any allowance that counts as salary for all purposes;

- (iv) when leave can be taken will be subject to the agency's operational requirements, however applications to utilise banked time must not be unreasonably refused; and
 - (v) the entitlement does not accumulate from year to year and is not paid out on cessation of employment.
- f) Employees who are on paid parental leave, or any form of leave without pay spanning over the Christmas and New Year period are not eligible for Christmas closedown leave.
 - g) School-based employees who are directed to take their recreation leave during the December/January school holiday period will also be able to bank Christmas closedown leave. The banked leave will be subject to the same conditions as clause 59.3(b) and can be taken as follows:
 - (i) during designated school terms; or
 - (ii) to enable paid leave during periods of stand down without pay.
 - h) Christmas closedown leave, including banked leave, does not attract recreation leave loading

60. Leave Airfares and Cashing up of Leave Airfares

60.1 Leave Airfares

- a) Assistant Teachers employed on or before 31 July 1987 will be entitled to receive leave airfares in accordance with By-laws 33 or 47.
- b) Teachers employed on or before 12 April 1990 will be entitled to receive leave airfares, as determined by the Commissioner, in accordance with By-laws 33 or 47.
- c) Teachers and Assistant Teachers 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) No Assistant Teacher employed on or after 1 August 1987 will be entitled to a leave airfare in accordance with this clause.

60.2 Cashing up of Leave Airfares

- a) No teacher employed on or after 13 April 1990 will be entitled to a leave airfare in accordance with this clause.

- b) Leave airfare allowance will be paid to an eligible employee on the first pay day on or after 1 May of each year.
- c) Under the arrangements set out in clause 60.2b) an employee's accrual date remains the same, subject to deferral resulting from any leave without pay taken by the employee.
- d) An employee may request in writing to receive payment of an accrued leave airfare allowance prior to the common payment date.
- e) 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.

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

61. Long Service Leave

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

62. Defence Service Leave

62.1 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).

62.2 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.

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

62.4 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;

- c) provide sufficient evidence of the completion of Defence Service.

62.5 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.

62.6 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 by-law, the claim will not be recognised by the Territory and the employee will submit any claim to the Australian Department of Defence.

63. Leave to Attend Arbitration Business

63.1 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.

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

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

64. Emergency Leave

64.1 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.

64.2 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.

64.3 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.

65. Compassionate Leave

65.1 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.

65.2 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.

65.3 An employee may take up to three days of compassionate leave if they or their partner experiences a miscarriage.

65.4 Compassionate leave is paid leave, except for casual employees where it is provided without pay.

65.5 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.

65.6 The CEO may approve an additional period of unpaid compassionate leave on request.

65.7 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 clause 65.7c), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.

- c) In relation to leave under clause 65.3 (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.

66. Use of Emergency Leave in Conjunction with Compassionate Leave

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.

67. Domestic, Family and Sexual Violence Leave

67.1 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.

67.2 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.

67.3 Domestic, Family and Sexual Violence Leave is in addition to other leave entitlements and counts as service for all purposes.

67.4 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.

67.5 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).

68. Foster and Kinship Carers leave

68.1 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).

68.2 Carer Placement Leave

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

68.3 Carer Assessment and Training Leave

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

68.4 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.

68.5 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 54;
- b. compassionate leave- refer to clause 65;
- c. permanent care order application leave – refer to clause 53.7;
- d. parental leave, including primary caregiver parental leave and partner leave – refer to clause 53.

69. Kinship Obligation Leave

69.1 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.

69.2 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.

69.3 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.

69.4 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.

69.5 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.

69.6 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.

70. Cultural and Ceremonial Leave

- 70.1 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.
- 70.2 The CEO may, on application grant leave subject to clauses 70.4 and 70.5.
- 70.3 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.
- 70.4 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.
- 70.5 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.
- 70.6 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.

71. NAIDOC Week Leave

- 71.1 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).
- 71.2 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.
- 71.3 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.

72. Leave to Attend Industrial Relations Business

- 72.1 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.

72.2 Leave granted under this clause will not include any period covered by an existing approval of leave.

72.3 Leave granted under this clause will count as service for all purposes.

73. Release for Jury Duty

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

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

73.2 Notice and evidence Requirements

- a) An employee required to attend for jury service must provide the 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.

73.3 Jury service during paid leave

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

73.4 Payments during jury service

- a) The 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.

74. Release to Attend as a Witness

74.1 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.

74.2 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.

74.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clauses 74.1 and **Error! Reference source not found.**, 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.

75. Leave to engage in voluntary emergency management activities

75.1 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.

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

75.3 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.

75.4 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.

76. Blood Donor leave

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

77. Health Screening Leave

77.1 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.

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

77.3 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.

78. Gender Transition Leave

78.1 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.

78.2 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.

78.3 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.

78.4 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.

79. Special Leave Without Pay

- 79.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.
- 79.2 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.
- 79.3 Leave without pay will not count as service for any purpose.
- 79.4 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

80. Work Life Balance

80.1 Work Life Balance Initiatives

- a) The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. The following initiatives may be accessed by employees (except for clause 80.4, this clause does not apply to casual employees):
 - (i) use of individual flexibility arrangements as per clause 24;
 - (ii) home-based work;
 - (iii) job sharing;
 - (iv) part-time work;
 - (v) career breaks;
 - (vi) part-year employment;
 - (vii) flexible lifestyle (purchased leave) leave
 - (viii) short term absences for family and community responsibilities.
- b) In addition to the above, the following initiatives in relation to leave may also be accessed by employees to assist in balancing work and life commitments:
 - (i) utilisation of recreation leave at half pay;
 - (ii) advanced notice of extended leave without pay (up to 12 months).
- c) The initiatives provided under clauses 80.1b)(i) do not apply to employees employed in a teaching capacity due to existing operational, stand down and leave arrangements in those workplaces.

80.2 General Principles in relation to Work Life Balance Initiatives

- a) An employee's request to access work life balance initiatives:
 - (i) must be in writing; and
 - (ii) set out details of the change sought and the reasons for the request.
- b) When considering applications from employees wishing to access the initiatives specified in clause 80.1, the CEO must ensure that:
 - (i) the agency's operational requirements are taken into account and services to the public are not disrupted;
 - (ii) employees fulfil the criteria outlined in this clause;

- (iii) fair and reasonable consideration is given to employee applications; and
 - (iv) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other employees.
- c) When considering applications from employees wishing to access the leave initiatives in clause 80.1b) the CEO must consider whether the application is justified in light of available leave credits and should not approve applications in circumstances where employees are likely to have significant accrued leave entitlements at the time of accessing the leave initiatives.
 - d) The CEO must provide written reasons for a decision where an employee's application is refused.
 - e) The CEO may establish internal procedures for assessing an employee's application, which must not be inconsistent with the provisions of this clause.
 - f) Employees accessing the initiatives provided under this clause are to continue to have the same opportunities in relation to access to training and development, information and meetings, as other employees, where possible.
 - g) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act.
- 80.3 In addition to the general principles contained in this clause, access to the initiatives described in:
- a) clauses 80.1a) and 80.1b)(ii) above must be in accordance with any relevant workplace agreement provisions, guidelines or policies; and
 - b) clauses 80.1b)(i) and 80;.1(b)(ii) above must be in accordance with the specific requirements of Schedule 4.

80.4 Formal Requirements Applicable to a Request for Flexible Working Arrangements in Certain Circumstances

- a) In accordance with the FW Act, where an employee, including an eligible casual employee, is making a request to change their working arrangements because certain circumstances, as set out in clause 80.4b), apply to them and the employee would like to change their working arrangements because of those circumstances, the requirements of this clause will apply:
- b) The following are the circumstances. The employee:
 - (i) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (ii) is a carer (within the meaning of the *Carer Recognition Act 2010*);

- (iii) has a disability;
 - (iv) is 55 or older;
 - (v) is experiencing violence from a member of the employee's family;
 - (vi) provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- c) The employee's request must:
- (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the request.
- d) The CEO must:
- (i) give the employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
 - (ii) only refuse the request on reasonable grounds as set out in clause 80.4e); and
 - (iii) if the request is refused, provide details of the reasons for the refusal.
- e) For the purposes of clause 80.4d)(ii) reasonable business grounds include, but are not limited to:
- (i) that the new working arrangements would be too costly for the employer;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - (iv) that there is likely to be a significant loss in efficiency or productivity;
 - (v) that there is likely to be a significant negative impact on customer service.
- f) An "eligible casual employee" is defined under the Parental Leave provisions of this Agreement (clause 53.2(d)).

Part 9 Professional Issues

81. Staff Performance Planning and Review

- 81.1 Unless otherwise agreed, employees and their managers will undertake an annual performance planning and review process in accordance with Departmental procedures.
- 81.2 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.
- 81.3 The Department will ensure that employees have an opportunity to familiarise themselves with the Department's procedure for performance planning and review.
- 81.4 Employees and their managers are to participate in the process constructively.
- 81.5 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.
- 81.6 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* (NT).
- 81.7 Information gathered through the performance planning and review process will form part of the employee's employment record.

81.8 Where identified, performance-related issues have not been able to be resolved or rectified in line with clause 81.2, the employee's principal or manager may commence a formal performance improvement process.

82. Professional Learning and Development

82.1 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.

82.2 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.

82.3 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.

82.4 The Department will also provide additional professional learning and development opportunities for employees both in school hours and outside school hours.

83. Training and Development

83.1 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 agency.

83.2 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;
- 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.

83.3 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.

83.4 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.

84. Non-Contact Time

84.1 Non-contact time for Classroom Teachers of primary and pre-school-aged students with a full teaching load will be a minimum of three hours per week.

84.2 The provisions under clause 84.1 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) gifted units;
- d) special education units;
- e) special and specific purpose units and classes.

84.3 Non-contact time for Classroom Teachers of secondary aged students is 5 hours and 20 minutes.

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

84.5 The exception to 84.4 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.

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

84.7 Non-contact time for Senior Teachers in school promotion positions is allocated pro-rata to their teaching loads.

85. Class Sizes

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

- 85.2 The class structure and educational priorities of a school's programs should be decided by the Principal, after consultation with the teaching staff and the school community.
- 85.3 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. Hence, there may be instances where Classroom Teachers work with more than 27 students. However, such instances will require consultation between the Classroom Teacher and the Principal, or their delegates, and recognition of students' needs prior to the placement of additional students.
- 85.4 These arrangements do not preclude situations that arise through team teaching or other arrangements as agreed at the workplace.
- 85.5 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.
- 85.6 For the purposes of clause 85.5 the list of types of class is non-exhaustive.

86. Teacher Responsibilities

- 86.1 The parties acknowledge that the TRG has been developed to assist teachers by clarifying their responsibilities and the way in which they work with teaching colleagues.
- 86.2 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.
- 86.3 The Department of Education will not vary the TRG without the agreement of the Union, during the life of this Agreement.
- 86.4 For the avoidance of doubt, the content of the TRG is not incorporated into this Agreement.
- 86.5 The parties agree that the TRG will be reviewed during the life of this Agreement.

87. Workloads

- 87.1 The parties support the principle that employees should be able to achieve an appropriate balance between their work and personal lives.
- 87.2 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.

- 87.3 Department management, Principals, employees and employee representatives play a positive role in ensuring employee workloads are reasonable.
- 87.4 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.
- 87.5 Principals and employees should therefore ensure that employee workloads are reasonable.
- 87.6 Subject to clause 87.4, 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.
- 87.7 Employees may request in writing for Principals to review ongoing and sustained workload issues in the workplace. Where so requested, 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.
- 87.8 Principals will respond in writing to the employee(s) concerned in a timely manner.
- 87.9 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.
- 87.10 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.
- 87.11 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.
- 87.12 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.

88. Teacher Wellbeing Strategy

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.

Part 10 MISCELLANEOUS PROVISIONS

89. Redeployment and Redundancy

89.1 The provisions of Schedule 2 Northern Territory Public Sector 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.

89.2 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.

- c)

90. Recovery of Overpayments on Cessation of Employment

90.1 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.

91. Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace

91.1 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.

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

92. 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.

93. Public Holidays

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

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

94. Flexible School Year – Identified Remote Schools

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

94.2 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 16.

94.3 The parties agree that the initiative outlined in clause 94.2 above will initially be the subject of a trial in selected schools, and participation of teachers in the trial will be voluntary.

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

Schedule 1 Assistant Teacher Position Standards

1.1.1 Position Standards

(a) Position classification standards for Assistant Teachers

An Assistant Teacher is an employee within a predominantly Aboriginal community who, as a member of a teaching team is expected to undergo training, both on-the-job and through approved courses of instruction, initially in the technical aspects of teaching and eventually in the professional aspects of lesson taking and programming, and required to perform tasks, or any combination thereof, in support of the team teacher. The Assistant Teacher classification standards recognises the prior learning in Aboriginal language(s) and culture of the employee.

It is characteristic of this designation that the Assistant Teacher would, in addition to acquiring competence in simple, routine clerical work, 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.

(i) Assistant Teacher - level 1

A. General Standard

An Assistant Teacher at this level is expected to make contributions to the teaching effort and will be required to perform and carry out any combination of a wide range of routine functions under supervision but may, after gaining experience, exercise some degree of autonomy and accept responsibility for limited functions involving the need for some initiative and discretion.

B. Typical duties

An Assistant Teacher at this level, under the direction of the Principal and teaching staff:

- 1) will assist teachers in the preparation of materials and teaching aids;
- 2) assist teachers with the supervision of Aboriginal children involved in individual or group learning tasks;
- 3) supervise children during recess, lunch and at other times as required;
- 4) assist teaching staff to understand Aboriginal culture, lifestyle and custom and provide advice to ensure they are aware of cultural differences;

- 5) performs simple, routine clerical work;
- 6) perform informal interpreting in Aboriginal language(s);
- 7) assist in providing links with Aboriginal families, communities, agencies and other organisations;
- 8) assist in easing difficulties, which Aboriginal children encounter on admission, due to difference in language and culture.

C. Skill base

An Assistant Teacher at this level will have minimal experience. Performance of duties at this level is to be used primarily as initial training to allow the development of expertise and to familiarise the Assistant Teacher with the role and responsibility of teaching.

(ii) Assistant Teacher – level 2

A. General standard

An Assistant Teacher at this level may initially require some direction but with increasing experience will begin to exercise initiative and discretion, work with supervision and accept personal responsibility for tasks undertaken, subject to the oversight of the Principal and other teaching staff.

B. Typical duties

As a further development to those duties required of an Assistant Teacher level 1 and under the direction of the Principal and teaching staff:

- 1) an Assistant Teacher level 2 will assist in the preparing and conducting of lessons and sporting activities;
- 2) assist teaching staff in the development, implementation and teaching of Aboriginal Studies;
- 3) provide links with Aboriginal families, communities and organisations on matters affecting the educational outcome of Aboriginal students;
- 4) provide advice on Aboriginal culture, language, traditions, etc., to teaching staff, members of the community, etc.;
- 5) perform basic administrative tasks;
- 6) provide support and guidance to Aboriginal students with regard to school related issues, e.g. work experience,

available courses of study, personal matters, health, dress, etc.;

7) serve on school communities as required.

C. Skill base

An Assistant Teacher at this level will have completed the equivalent of one year of formal study – Bachelor Institute of Indigenous Tertiary Education General Education Program or equivalent or four years continuous service.

(iii) Assistant Teacher – level 3

A. General standard

It is characteristic of this level that the Assistant Teacher performs functions with a degree of autonomy and personal responsibility, subject to the oversight of the Principal and other teaching staff.

B. Typical duties

As a further development to those duties required of an Assistant Teacher level 2 and under the direction of the Principal or teaching staff, an Assistant Teacher level 3 will:

- 1) assist in the preparation, planning and conducting of lessons and social programs for Aboriginal students;
- 2) assist, when required, other Assistant Teachers within the school;
- 3) keep parents of Aboriginal students informed on school matters and issues specific to Aboriginal Education; and
- 4) participate in the development and implementation of Aboriginal studies and maintain suitable resources.

C. Skill base

An Assistant Teacher at this level will have completed the equivalent of two years of formal study – Bachelor Institute of Indigenous Tertiary Education General Education Program plus completion of Assistant Teacher Program or completion of first year of Teacher Education Program or equivalent.

(iv) Assistant Teacher – level 4

A. General standard

An Assistant Teacher at this level exercises a degree of initiative,

judgement and autonomy in their classroom duties and working with Aboriginal families to assist students in adjusting to the school environment, subject to the oversight of the Principal and other teaching staff.

B. Typical duties

As a further development to those duties required of an Assistant Teacher level 3, and under the direction of the Principal or teaching staff, an Assistant Teacher level 4 will:

- 1) plan, prepare and conduct lessons and social programs for Aboriginal students;
- 2) in conjunction with other teaching staff, counsel Aboriginal students and their parents on progress, conduct, health, attendance, etc., at school or in their homes;
- 3) liaise with the school, parents and the Aboriginal community on matters affecting the educational outcomes of Aboriginal students;
- 4) promote the development of Aboriginal studies and participate in the development of its teaching methodology;
- 5) serve on Departmental committees as and when required.

C. Skill base

An Assistant Teacher at this level will have successfully completed the equivalent of three years of formal study – Bachelor Institute of Indigenous Tertiary Education General Education Program plus two years of Teacher Education Program or equivalent.

Schedule 2 Northern Territory Public Sector 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 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 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 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 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 clause 2.4.6, will be at the discretion of the employer.
- 2.4.8** The entitlement under:
- (a) Clause 2.4.3 constitutes notice for the purposes of section 117 of the FW Act; and
 - (b) 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 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 clause 2.4.10, and this must be used with 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 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 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 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 clause 2.5.3 constitutes notice for the purposes of section 117 of the FW Act.

- 2.5.5** The period of notice under 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 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 clauses 2.5.2 or clause 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 clauses 2.5.2 and 2.5.3.

- 2.5.9** A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 2.5.2 and 2.5.3 being invoked, is not entitled to receive a greater payment under 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 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 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 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 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 clause 2.7.2, the periods of notice under 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 clause 2.6.3, the total extension permitted under clause 2.7.1 is capped at six months.

Example: A 50 year old employee with 10 years service receives notice of redundancy under 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 clause 15.2 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 Work Life Balance Initiatives

4.1 General

- 4.1.1** In addition to the principles contained in clause 80 of the Agreement, access to the initiatives set out below must be in accordance with this Schedule.
- 4.1.2** The provisions of this Schedule do not apply to casual employees.
- 4.1.3** In accessing the leave initiatives set out below, it is not intended that employees be advantaged or disadvantaged in relation to the administration of accrual or payment of entitlements.

4.2 Recreation Leave at Half Pay

- 4.2.1** An 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.
- 4.2.2** An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- 4.2.3** Where an 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 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.
- 4.2.4** A period of recreation leave at half pay does not break continuity of service.
- 4.2.5** 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 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.*
- *If an employee utilises five weeks recreation leave over a period of 10 weeks at half pay:*
- *All service based entitlements other than recreation leave will be deferred by five weeks; and the annual entitlement to recreation will be reduced by one twelfth.*

4.3 Flexible Lifestyle (Purchased) Leave

4.3.1 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.

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

4.3.3 Eligibility

An employee must:

- (a) have completed at least 12 months continuous service;
- (b) not have any excess recreation leave, as defined in clause 57.7 (Excess Leave); and
- (c) have exhausted their long service leave entitlements, or satisfied the conditions of By-law 8.3.

4.3.4 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.

4.3.5 General conditions

- (a) A flexible lifestyle leave arrangement must not result in an employee having a total leave balance greater than the excess leave limits in clause 42.7 (Excess Leave) after the period of the arrangement.
- (b) If an employee does not use their purchased leave within the agreed period, it will lapse and the employee will be reimbursed monies paid.
- (c) 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.

4.3.6 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:
 - A. prior to flexible lifestyle leave deductions being made in the case of NTGPASS and CSS employees; and
 - B. after flexible lifestyle leave deductions being made in the case of Choice of Fund superannuation fund employees.

4.3.7 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.

4.3.8 Cessation of Arrangement

- (a) A flexible lifestyle leave arrangement will cease in one of the following ways:
 - A. The specified term of the flexible lifestyle leave arrangement expires.
 - B. By the employee providing the CEO four weeks' written notice requesting to terminate the arrangement, and the CEO approving the employee's request.
 - C. At the initiative of the CEO, on the giving of three months written notice to the employee, along with reasons for the cessation.
 - D. The employee ceases employment with the NTPS.
 - E. 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.

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Schedule 5 Classifications, Salaries, Allowances and Tables

Part 1 Classifications, Salaries and Allowances

5.1 Classifications and Salaries

Classification	Salary
Classroom Teachers	
CT1	77 047
CT2	80 911
CT3	84 777
CT4	86 641
CT5	92 505
CT6	98 902
CT7	102 768
CT8	106 631
CT9	110 496
Senior Teachers	
ST1	122 220
ST2	127 061
ST3	135 046
ST4	138 868
ST5	148 468
ST6	153 159
ST7	158 586
ST8	165 646
Assistant Teachers	
AT1	51 664
AT2	56 268
AT3	60 271
AT4	66 651
AT5	71 849
Principals (Ongoing refer Determination 1025 of 2021)	
PLO 1	123 720
	126 195
PLO2	127 061
	130 873
PLO3	135 046
	141 798
PLO4	146 837
	151 242
PLO5	156 408
	161 100
PLO6	165 965
	170 944
PLO7	175 084
	180 336

5.2 Allowances

Allowance	Clause	Amount (per annum)
Teacher in a special school	41.1a)	\$3 057
Teacher of a special class	41.1b)	
Teacher in charge one teacher school with primary classes	41.1c)	\$3 057
Principal of an area school	41.1d)	\$4 909
Teacher in charge in a pre-school with two or more teachers	41.2e)	\$6 541
Teacher in charge of a pre-school with one teacher	41.1f)	\$3 162
Assistant Teacher in charge of a homeland centre	41.1g)	\$1 488
Highly Accomplished Teacher	40	\$11 725
Lead Teacher	40	\$24 551
First Aid Allowance	45	\$25.01
(per fortnight)		
Remote Incentive Allowance (single rate)		
Special Category	46	\$1 2073
Category 1		\$4 234
Category 2		\$4 942
Category 3		\$7 766
Dependant Rate		
Special Category	46	\$1 588
Category 1		\$5 296
Category 2		\$6 178
Category 3		\$9 707
Remote Electricity Subsidy (single rate)		
Special Category	51	\$700
Category 1		\$1 399
Category 2		\$2 100
Category 3		\$2 800
Remote Electricity Subsidy (dependant rate)		
Special Category	51	\$875
Category 1		\$1 751
Category 2		\$2 626
Category 3		\$3 502

Part 2 PART 2 - TABLES

5.3 Special Schools

5.3.1 Special Schools for salary-related allowances in accordance with clause 41.1a).

Arlparra/Utopia	Jilkmanggan/Djimbire	Peppimenarti
Acacia Hill/Alice Springs Special	Kalkarindji	Pigeon Hole
Alcoota	Kiana	Pine Creek
Alekarenge/Warrabri	Kintore Street	Pularumpi
Alice Springs Youth Detention Facility	Lajamanu/Hooker River	Ramingining
Alpurrurulam/Lake Nash		
Amanbidji	Laramba/Napperby	Robinson River
Amoonguna	Mamaruni/Crocker Island	Rockhampton Downs
Ampilatwatja/Ammaroo	Maningrida	Royal Darwin Hospital
Angurugu	Manyalluk	Shepherdson College
Areyonga	M'bungbara	Stirling
Baniyala Garrangali	Milikapiti/Snake Bay	Ti Tree
Barunga/Bamyili	Milingimbi	Timber Creek
Belyuen	Milyakburra	Titjikala/Maryvale
Bonya	Minyerri/Hodgson Downs	Tivendale/Don Dale Centre
Borroloola	Mt Allan	Umbakumba
Bulla Camp	Murray Downs	Urapunga
Bulman	Mulga Bore	Wallace Rockhole
Canteen Creek	Mutijulu	Walungurru/Kintore
Elliott	Nemarluk	Warruwi/Goulburn Island
Epenarra	Neutral Junction	Watarrka/Lilla

Finke	Newcastle Waters	Watiyawanu/Mt Leibig
Forrest Parade	Nganambala	Willowra
Gapuwiyak/Lake Evella	Nganmarriyanga/Palumpa	Woolaning
Gunbalanya/Oenpelli	Ngukurr	Woolianna/Daly River
Haasts Bluff	Ntaria	Wugularr/Beswick
Harts Range	Numbulwar	Yarralin
Henbury	Nyirripi	Yirrkala
Imanpa/Mt Ebenezer	Papunya	Yuendumu

5.3.2 All allowance provisions are bound to the Hub-school. Hence, approved Annexes providing for children with disabilities, and Homeland Centres, have the same allowance entitlement as their Hub-school.

5.4 Approved Isolated Schools

5.4.1 Approved Isolated Schools for end of half semester travel in accordance with clause 48.4 of the Agreement.

Alcoota	Ipolera	Pigeon Hole
Alekarenge/Warrabri	Jabiru Area *	Pularumpi/Garden Point
Alpurrurulam/Lake Nash	Jilkminggan/Djimbire	Ramingining
Alyangula	Kalkarindji	Robinson River
Amanbidji	Kiana	Rockhampton Downs
Ampilatwatja/Ammaroo	Lajamanu/Hooker River	Shepherdson College
Angurugu	Laramba/Napperby	Stirling
Areyonga	M'bungbara	Tennant Creek HS
Barunga/Bamyili	Mamaruni/Crocker Island	Tennant Creek PS
Bauhinia Downs/Nicholson River	Maningrida	Tennant Creek RO

Belyuen	Mataranka	Ti Tree
Borroloola	Milikapiti/Snake Bay	Timber Creek
Bulla Camp	Miningimbi	Tipperary
Bulman	Milyakburra	Titjikala/Maryvale
Canteen Creek	Mt Allan	Ukaka HLC/Lilla
Corella Creek/Brunette Downs	Murray Downs	Umbakumba
Docker River	Mutitjulu	Urapunga
Douglas Daly	Neutral Junction	Utopia
Dundee Beach	Newcastle Waters	Wallace Rockhole
Elliott	Nganmariyanga/Palumpa	Walungurru/Kintore
Epenarra	Ngukurr	Warruwi/Goulburn Island
Finke	Nhulunbuy HS	Watiyawanu/Mt Leibig
Gapuwiyak/Lake Evella	Nhulunbuy PS	Willowra
Gochan Jinny-Jirra	Nhulunbuy RO	Woolaning
Gunbalanya/Oenpelli	Ntaria	Woolianna/Daly River
Haasts Bluff	Numbulwar	Wugularr/Beswick
Harts Range	Nyirripi	Yarralin
Minyerri/Hodgson Downs	Papunya	Yirrkala
Hodgson River	Peppimenarti	Yuendumu
Imanpa/Mt Ebenezer		Yulara

5.4.2 *Jabiru Area – No entitlement except for those teachers who were located at Jabiru prior to 1 July 1996. These teachers have an entitlement of up to two fares per year.

5.4.3 All allowance provisions are bound to the Hub-school. Hence, approved Annexes providing for children with disabilities, and Homeland Centres, have the same allowance entitlement as their Hub-school.

'Without Prejudice'

SIGNATORIES to the Northern Territory Public Sector Non-Contract Principals, Teachers and Assistant Teachers' 2017 Enterprise Agreement

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

Date:.....

.....

Adam Lampe
Secretary
Australian Education Union (NT Branch)
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