Details of the Overall Offer

1. Term of Agreement

It is proposed the new agreement (the Agreement) will have a four-year term that will provide employees with job certainty and secure terms and conditions over this period including employment security provisions whereby no involuntary redundancies arise as a result of implementing the Agreement.

2. Salary and Allowance Increases

If this offer is accepted when put to a vote, salary increases will be applied as follows:

- **3%** from **17 November 2025**
- **3%** from the first pay period commencing on or after **10 August 2026**
- **3.5%** from the first pay period commencing on or after **10 August 2027**
- **3.5%** from the first pay period commencing on or after **10 August 2028** and, if the Australian Bureau of Statistics, Consumer Price Index (All Groups) percentage change figure for Darwin for the full year beginning with the start of the March quarter 2028 and ending at the end of the March quarter 2029 is greater than 3.5%, the additional % above 3.5% will be payable from the first pay period commencing on or after **10 August 2028**.

This equates to a total salary increase of 13%, or 13.65% on a compounding basis over the term of the Agreement.

In addition to the above, I am proposing **a new Executive Officer 2 salary rate** of $176 699 per annum from first pay period commencing from 17 November 2025. The EO2 rate is only used for employees temporarily fulfilling the duties of an Executive Contract Officer 2 and this increase recognises that significant additional responsibilities are usually required from an employee to take on a senior executive role at this level.

With the exception of on call allowances, allowances under the agreement, that are currently adjusted in line with Darwin Consumer Price Index (CPI) will continue to increase in line with current provisions; those that increase in line with the Agreement, will continue to increase by the same salary rates per annum; and allowances which are not currently adjustable (e.g. NT Allowance) will remain at their current rates.

On call allowance rates (with the exception of Child Protection Practitioners under Schedule 1) will be harmonised (noting some currently increase with CPI and some with wage increases), providing for additional increases for employees covered by Schedule 2 and Schedule 6, and will then continue to increase in line with wage increases.

Payment of the salary and allowance increases (including any back payments that might apply) shall only be payable to employees who are employed at the commencement of the Agreement.

3. Improved Overtime and Restrictive Duty (on call) payments to apply to all employees

New provisions will provide an **entitlement for employees at the Professional 3 (P3) level to receive overtime and restrictive duty** (currently in a Determination), and will allow Chief Executive Officers to approve **overtime and restrictive duty for all employees under the Agreement, including up to the Senior Administrative Officer 2 (SAO2), Senior Professional 2 (SP2), and Technical 6 (T6) levels**, after considering exceptional circumstances.

4. Excess Travel Time payments

CEOs will have the ability to approve **excess travel time payment at single time for employees up to the maximum of AO6 classification**, who are required to undertake excess travel time.

5. Katherine and Alice Springs Retention Allowance

To recognise retention of employees in **Katherine and Alice Springs, a new $2000 annual lump sum retention allowance** will be introduced.

Employees who have 12 months continuous service in either of these locations immediately prior to, and on the date the Agreement commences, will be eligible to receive the lump sum payment (pro-rata for part time employees).

Employees will receive further lump sum payments of $2000 (pro-rata for part time employees) following each anniversary of the commencement of the Agreement (provided they have completed 12 months continuous service prior to the anniversary date).

Employees in Choice of Fund superannuation schemes will also receive an additional $240 in superannuation (based on 12% of $2000 from 1 July 2025).

6. Remote Locality review

The new agreement will provide a commitment of the parties to conduct a remote locality review during the term of the Agreement. The review will examine the remote localities and provisions under the Agreement, By-laws and Determinations to improve attraction and retention of employees in remote localities. The review will commence by August 2026.

7. New and Improved Professional Incentives

In addition to P3 overtime above, a range of new professional incentives will be provided to assist in the market, attraction and retention of professional employees including:

- **a.** Increase in the annual **Professional Development Allowance** rate to **$1000 (increase by $300 per annum) for employees with 1 to 3 years of service, and to $2000 (increase by $450 per annum) for 3 years of more years; and reducing the current period to receive the higher rate from 5 years to 3 years.**
- b. On 1 January of each year, new employees who have 6 months or more continuous service in their first year will be entitled to claim 50% of the PDA Allowance.
- c. **Improvements to the Professional Excellence Scheme** to broaden its application through providing additional criteria and including a new 5% allowance category. This new criteria will allow CEOs to:
  - i. **Pay a 5% or 10% allowance for a period of 2 years**, to employees employed at the top of the P2 classification for a period of 2 years or more; and to employees at all increment points of the P3, SP1 and SP2 classifications;

ii. Recognise **2 new criteria** for the 5% allowance covering:

1. Individual Expertise – Providing individual expertise outside of an employee’s job requirements which is adding value to the agency, e.g. an employee in a remote setting filling a multidisciplinary role; and
2. Specialised / Industry Skills – Where employee has specialised skills, experience or qualifications in an industry that adds value to the job or their ability to perform the job at a higher level than expected, particularly in hard to fill roles.

d. **New top of the range Professional Incentive Allowance**. Professional employees with 12 months or more service at the top of the range will receive an allowance ranging between $850 and $1850 per annum, depending on their level as follows:

Level	Amount
Professional 1	$850
Professional 2	$1100
Professional 3	$1350
Senior Professional 1	$1600
Senior Professional 2	$1850

8. New Technical Recognition Scheme

A new Technical Recognition Scheme, similar to the Professional Excellence Scheme, will be introduced providing Technical based employees with ability to apply for a 5% allowance.

This new scheme will allow CEOs to pay a **5% allowance for a period 2 years**, to employees employed at the top of the T2 classification for a period of 2 years or more; and to employees at all increment points of the T3 – T6 classifications.

The categories the CEO may recognise for the allowance cover:

a. Standard of Performance - Consistent demonstration of high performance in excess of the standards normally required or expected of the employee's role and duties within the agency. This could include making a significant contribution(s) to the attainment of business outcomes within an agency.

b. Innovation - Development of new approaches to work that significantly improve efficiency or quality of outcomes and which are adopted by the employee's work unit, agency and more widely.

c. Professional Mentor / Leadership Role - Recognition as a mentor by technical colleagues and students at various levels including frequency of consultation by other colleagues and being recognised as a "local" expert in their technical field.

d. Individual Expertise - Providing individual expertise outside of an employee’s job requirements which is adding value to the agency. E.g. An employee in a remote setting filling a multidisciplinary role.

e. Specialised / Industry Skills - Employee has specialised skills, experience or qualifications in an industry that adds value to the job or their ability to perform the job at a higher level than expected, particularly in hard to fill roles.

Improvements for Technical employees also include provisions for CEOs to approve overtime to T6 employees where criteria is met to demonstrate exceptional circumstances.

9. Flexible Work Requests to be given favourable consideration

Flexible work provisions will be strengthened to provide favourable consideration for flexible work requests, with managers required to provide written reasons based on reasonable business ground for any requests not approved. Wording will be strengthened to provide that each request is to be considered on its merits.

Working from home will provide that applications will be considered on their merit on a case-by-case basis with no pre-determined position on the frequency with which employees must work from home or the office.

10. New Right to Disconnect provision to improve work life balance

Employee right to disconnect provisions will be included in the agreement to assist in maintaining work life balance opportunities and breaks from work contact.

11. Long Service leave (PSEM By-law 8) entitlements to be included in the Agreement

Long service leave provisions contained in By-Law 8 will be enshrined in the new agreement consistent with all leave entitlements being included in the agreement.

12. Inclusion of Determinations into the Agreement

The new agreement will include the following Commissioner Determinations:

- Outcomes of the shiftworker review, including a 3.4% shift worker allowance, increased overtime and penalty rates (Determination 1117 of 2023).
- Outcomes of the classification review for physical, administrative, and technical roles that provided higher commencing salaries and increased progression to top of the salary range including the removal of the Administrative Officer 1 and Physical 1 classifications (Determination 1102 of 2023).
- Improvements to the Community Language Allowance that provides greater recognition for employees with bilingual communication skills (Determination 5 of 2024).
- Overtime eligibility extended to the Professional 3 classification (Determination 1017 of 2022).
- Minimum superannuation contributions of 3 hours per engagement for casual employees (Determination 5 of 2022).
- Graduate Trainees determination inserted into the Agreement to harmonise all of their conditions and provide 6 months employment (Determination 3 of 2024).

13. New Fixed Period Employment provisions

A new clause will be included to reinforce security of employment provisions for fixed period employees consistent with the *Fair Work Act 2009* which provides that employees should only be provided fixed period employment contracts for no more than 2 years or 2 consecutive contracts, unless an exception under the *Fair Work Act 2009* applies.

14. Personal Leave to cover medical attendance

Personal leave provisions will be improved to allow employees to provide certificates of attendance for medical appointments (which will count as personal leave with documentary evidence), including for health issues other than just for an illness or injury.

15. Compassionate Leave

Under recreation leave a sub clause will be inserted to clarify that an employee may access compassionate leave during a period of recreation leave.

16. Attendance at Approved Employee Assistance Providers

The new agreement will clarify that attendance at approved Employee Assistance Providers will be granted without the deduction of any leave entitlements.

17. Improved Blood Plasma Donor Leave

The existing blood donor leave provisions will be improved to allow time for donating of blood plasma.

18. New Organ Donor Leave

CEOs will have the ability to approve a recredit of leave for employees to donate a kidney or part of a liver, up to an equivalent amount that their agency receive a payment for from the Supporting a Living Donor Program.

19. Improved Leave to engage in voluntary emergency management activities

Provisions will be improved in relation to volunteering for emergency management activities into the Agreement to include leave may be taken for the prevention, preparation, response or recovery purposes.

20. Work Health and Safety Strengthened

Consistent with the *Work Health and Safety (National Uniform Legislation) Act 2011*, improved measures will be included for CEOs to:

- take reasonable and practicable steps to prevent and address psychosocial risks in the workplace; and
- support the establishment of committees and/or workgroups including health and safety representatives

21. Workloads

The current Workloads clause will be improved to provide that management will acknowledge receipt of requests for workload reviews within 7 days.

22. New provision to support Disability and Diversity in the workplace

A new clause will recognise a commitment to support and accommodate a diverse and inclusive work place which values the identities, skills and capabilities of all people including those with a disability, from culturally and linguistically diverse background, and senior employees.

23. Removal of Supported Wage System - Schedule 12

The new agreement will have the supported wage system provisions (schedule 12) removed, which currently provide CEOs with the ability to pay a reduced rate to a person who can't perform the full duties of a position due to a disability. This will ensure all employees with a disability receive the full rate of pay for the position they are employed for.

24. Tea and Rest Breaks

The new agreement will clarify that employees shall be granted unscheduled short tea breaks during work hours to refresh and ensure safe systems of work (updating the current short rest break provisions to include tea breaks).

25. Duplication of Public Holiday Duty and RDO provision

Clauses 65 and 74 outlining Public Holiday Duty and RDOs are a duplication and it proposed to remove clause 65 and update clause 74 for clarity.

26. Management of Unsatisfactory Performance and Disciplinary Proceedings

The new agreement will provide that:

a) where it has been identified that there may be inability or unsatisfactory performance concerns, the NTPS Inability and Unsatisfactory Performance Handbook should be referenced as a guide by managers and employees to manage the employee's performance; and

b) where it has been identified that it is appropriate to commence a disciplinary process the NTPS Discipline Handbook should be referenced as a guide for managers and employees for managing the process; and parties to a disciplinary process will work to resolve any matters within reasonably practicable timeframes and employees should be kept regularly informed on a monthly basis, or as otherwise agreed, of the status of their matter.

27. Fair Work Act compliance

Updated clauses to reflect recent changes to the *Fair Work Act 2009* including Union Rights, Management of Change, Individual Flexibility Arrangements and Dispute Settling Procedures which was also updated to set out that Management of Unsatisfactory Performance and Disciplinary Proceedings are not subject to dispute settling procedures.

28. Fair Work Commission Undertaking

The current Fair Work Commission undertaking in relation to the definition of a shiftworker (for the purposes of an additional week of recreation leave when rostered to perform duty on at least 10 Sundays each year), will be included in the new agreement.

29. Changes to Schedules in the Agreement

A review of the Schedules has been conducted in consultation with the parties to contemporise the provisions and remove obsolete conditions. A summary of the changes applying generally across the schedules include:

- Remove classifications no longer in use (inclusive of Administrative Officer 1 and Physical 1 from the Classifications Review and Determination 1102 of 2023)
- Updated shiftwork provisions as outlined in the Shiftwork Review (Determination 1117 of 2023)
- Remove allowances no longer being utilised
- Remove the reference to Apprentices, however with a provision that should the employer propose to engage apprentices, consultation will occur under the management of change provisions

- Change calculations of certain payments from being calculated to the nearest quarter, to actual time worked
- A commitment has been made for a comprehensive review of the schedules to consider coverage and whether there are more effective ways to organise workforce coverage within these

Specific changes made to the schedules are as follows:

Schedule 1 – The Community and Public Sector Union

- Removal of allowance of intermittent motor driving duties as the Physical 1 classification has been abolished
- Restrictive duty provisions for Allied Health Social Workers in the Department of Health; Adult Guardianship Officers; and Social Workers; Sexual Assault Social Workers and Sexual Assault Counsellors in the Sexual Assault Referral Clinic (SARC) that were previously in a determination have been included in the Agreement
- Technical Assistant Grade 1 has been removed as it is a restrictive provision that an employee in this role cannot progress past the 4th increment
- Technical 1 or Technical 2 Assistant Stock Inspector and Surveying Assistant have been removed as employees are not employed in these roles at these classifications
- Administrative Officer 2 Music Instructor has been removed as there are no positions at the level
- Administrative Officer 1 Literacy Worker has been removed as the classification has been abolished
- Remove restrictive provisions for the Professional 1 classification (Land Surveyor, Child Protection Practitioner or Curator)
- Law Officers contemporised and provided their commencing salary will be increment point 3 of the Professional 1 classification where the employee is admitted to practice, and will move to the maximum pay point after 12 months where CEO is satisfied with performance
- A dirty work allowance of .78 cents an hour will be provided to employees where the agency agrees work performed outside of an employee's normal duties is of an unusually dirty or offensive nature

Schedule 2 – Construction and Maintenance Employee Provisions

- Remove the sub clause for fixed period employees – travelling expenses – engagement and termination, as relocation expenses and allowances will be paid in line with the Agreement and By-laws 27 and 28
- Remove call back provisions as these are covered in part 8 of the Agreement
- Remove on call allowance as these provisions are being harmonised and will be covered in part 8 of the Agreement
- Remove Sunday and Public Holiday provisions as these are covered in part 8 and include more beneficial provision of double time and a half for Public Holidays

- Remove the provisions of travel by ship which are not applicable
- As agreed during the last round of bargaining, include Port Service Workers (currently 3 employees) into the Agreement, with current employees having their conditions grandparented, and any new Port Services Workers to be employed within the Physical Classifications (and covered by Schedule 2). Port Service Workers will retain their current conditions of employment under Schedule 2, and recreation leave entitlements will be harmonised with those under this Agreement

Schedule 3 – Department of Health Employees – United Workers Union Provisions

- Removal of the Physical 8 role that controls the operation of the Central Sterilising Department as this has not been used for 15 years;
- Allowances to be removed that are not being utilised:
    - Dental Technician
    - Senior Dental Technician
    - Radiographers – CT scanner allowance
    - Orderly ambulance duty
    - Security officer – use of motor vehicle
    - Kitchen staff – Tennant Creek Hospital
- Dental Assistant provisions for employees employed as at 14 March 1991
- Protective footwear – remove reference to allowance and provide mandated footwear will be provided and will take into account orthopaedic or medical needs
- A dirty work allowance of .78 cents an hour will be provided to employees where the agency agrees work performed outside of an employee's normal duties is of an unusually dirty or offensive nature
- A toxic substance allowance of $10.07 per week will be provided to employees where the agency agrees work an employee is required to handle toxic substances that is outside of an employee's normal duties

Schedule 4 – General Employees – United Worker Union Provisions

- Removal of allowance for a security officer required to operate a tell-tale clock
- Removal of Government House Allowance as it was previously grandparented and no longer applies

Schedule 5 – Professional (P1) Engineer Provisions

- Removal of unnecessary criteria to be paid at the minimum pay point for P1 Engineers

Schedule 6 – Transport Workers' Union Provisions

- Removal of split shift provisions as they are not utilised

Schedule 7 – Drafting Supervisory Technical and Other Employee Provisions

- Removal of Trainee Technical employee rates of pay as these are not used, and can be covered within in the Technical 1 salary rates

Schedule 8 – Senior Correctional Officers

- Updated to reflect new provisions outlined in dot point 31 below

Schedule 9 – NTPS Traineeships, Apprenticeships and Graduate Trainee

- Updated title to NTPS Traineeships, Graduate Trainees and Apprenticeships
- As discussed in negotiations the NTPS employs trainees, school based trainees, and graduates, however hasn't directly employed or hosted traditional apprentices for at least 10 years (with the exception of hosting arrangements in Territory Generation and the Power and Water Corporation). It is proposed the current apprentice provisions are replaced with provisions that note the NTPS doesn't employ apprentices, however if there is any intention to do so that the parties will be consulted on the development of new apprentice provisions
- Graduate Trainee Determination and clause 29 of the Agreement provisions will be incorporated into the Schedule

Schedule 11 – Salaries and Allowance

- Updated in line with the offer

30. Schedule 8 – Senior Correctional Officers

It is proposed to provide the following improvements:

- All Chief Correctional Officers will be classified as shiftworkers and will be required to work a minimum 18/7 roster arrangement to provide greater leadership coverage at correctional facilities
- The qualification requirements for the Chief Correctional Officer and Deputy Superintendent classifications will be updated to a Certificate IV in Correctional Practice and a Diploma in Correctional Practice, respectively
- The Responsiveness Allowance will be increased from $200 to $400 per week
- A new Work Camp Allowance of $250 per week will be provided to an Officer in charge of a Work Camp in recognition of the increased responsibility of managing the work camp
- An Officer working shiftwork will be required to perform rostered duty on each of the days of the week. In respect of a Public Holiday which falls on a day on which the Officer is rostered off duty, they will be granted one day's leave in lieu of that holiday within one month after the holiday. This will not apply to an Officer who is not on a rotating roster
- Officers will have access to a Wellness Allowance each calendar year to support the physical and mental wellbeing of Officers ranging from $500 to $750 pending their location
- The CEO shall maintain the employee's normal weekly earnings and leave accruals for a period of 12 months, or such longer time as approved by the CEO, where an Officer is in receipt of workers' compensation benefits in accordance with the *Return to Work Act 1986*
- A review of the 28% consolidated allowance will be conducted during the first 6 months of the Agreement commencing to ensure the allowance compensates officers with the introduction of an 18/7 roster

Employer Efficiencies / Productivities

31. Accident Allowance

In order to offset incentives that are being offered in addition to the 3% wage increases (e.g. enhanced overtime provisions, professional and technical incentives, Katherine and Alice Springs Retention Allowance), the Accident Allowance provisions will be removed from the Agreement, noting they are covered by other conditions in the agreement. Employees will still maintain personal leave entitlements that are in excess of the National Employment Standards and access to Workers Compensation to cover an illness or injury.