

**NORTHERN TERRITORY PUBLIC SECTOR  
2010 – 2013  
ENTERPRISE AGREEMENT**

**AGREEMENT BETWEEN THE NORTHERN TERRITORY  
COMMISSIONER FOR PUBLIC EMPLOYMENT AND PUBLIC  
SECTOR UNIONS**

## **PART 1 – APPLICATION AND OPERATION OF AGREEMENT**

### **1. Title**

This Agreement will be known as the Northern Territory Public Sector 2010-2013 Enterprise Agreement.

### **2. Arrangement**

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### **3. Parties covered by this Agreement**

This Agreement covers:

- (a) Northern Territory Commissioner for Public Employment;
- (b) Association of Professional Engineers, Scientists and Managers, Australia;
- (c) Liquor, Hospitality & Miscellaneous Union;
- (d) Australian Manufacturing Workers Union;
- (e) Communications Electrical Plumbing Union;
- (f) Community and Public Sector Union of Australia;
- (g) Transport Workers Union;
- (h) Australian Education Union;
- (i) The Australian Nurses Federation; and
- (j) Employees who are members, or are eligible to be members, of these unions, and are covered by the scope of the:
  - (i) Schedules to this Agreement; or
  - (ii) Senior Prison Officers Arbitral Tribunal Determination No. 4.

### **4. Definitions**

For the purposes of this Agreement:

- (a) “Agency” means an Agency as defined in the PSEM Act.

- (b) “Agreement” means the Northern Territory Public Sector 2010 – 2013 Enterprise Agreement.
- (c) “CEO” means the Chief Executive Officer of the relevant Agency.
- (d) “Commissioner” means the Commissioner for Public Employment in the Northern Territory.
- (e) “Competency Based Assessment and Training” means training which develops the skills, knowledge and attitudes required to achieve competency standards.
- (f) “Compulsory transferee” means an Employee who was compulsorily transferred to the Northern Territory Public Service from:
  - (i) the Commonwealth Public Service; or
  - (ii) the former Northern Territory Public Service;
 under the provisions of section 38 or 40 of Part VI of the *Public Service Act 1976*.
- (g) “Employer” means the Commissioner for Public Employment in the Northern Territory.
- (h) “Employee” means an employee of the Northern Territory Public Sector employed under the PSEM Act.
- (i) “Employee representative” means a representative chosen by an employee, which may be a union representative.
- (j) “FW Act” means the Fair Work Act 2009.
- (k) “FWA” means Fair Work Australia.
- (l) “NTPS” means the Northern Territory Public Sector.
- (m) ”PSCC” means the Public Sector Consultative Council.
- (n) “PSEM Act” - means the *Northern Territory Public Sector Employment and Management Act* and includes the Regulations, By-laws, Employment Instructions and Determinations made under that Act.
- (o) “Union” means a union party covered by this Agreement.

## 5. Period of Operation

This Agreement will come into effect seven (7) days after approval from FWA and will remain in force until 9 August 2013.

## 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 subject to clause 6.3 and 6.4.
- 6.2 Schedule 1 to Schedule 10 of this Agreement contain terms and conditions from the following former Awards, with modification. The Schedules apply to those unions and Employees covered by the former Awards, along with any new Employees covered by the scope and incidence of the Schedule:

- (a) Northern Territory Public Sector (General Conditions of Service) Award 2000 (Schedule 1);
- (b) Community & Public Sector Union (Northern Territory Public Sector) Award 2002 (Schedule 2);
- (c) Construction and Maintenance (Northern Territory Public Sector) Award 2001 (Schedule 3);
- (d) Health Employees (Northern Territory Public Sector) Miscellaneous Workers Union Award 2001 (Schedule 4);
- (e) General Employees (Northern Territory Public Sector) Miscellaneous Workers Union Award 2001 (Schedule 5);
- (f) Professional Engineers (Northern Territory Public Sector) Award 2001 (Schedule 6);
- (g) Transport Workers (Northern Territory Public Sector) Award 2002 (Schedule 7);
- (h) Drafting, Supervisory, Technical and Other Employees (Northern Territory Public Sector) Award 2002 (Schedule 8);
- (i) Government Printing Office (Northern Territory Public Sector) Award 2002 (Schedule 9); and
- (j) Northern Territory Public Sector Redeployment and Redundancy Provisions Award 1996 (Schedule 10).

6.3 In the event of any inconsistency between them, the terms and conditions of Parts 1 to 4 of this Agreement will prevail over terms and conditions of Schedule 1 to Schedule 10.

6.4 In the event of any inconsistency between the Schedules to this Agreement, the terms and conditions of Schedule 2 to Schedule 10 will prevail over terms and conditions of Schedule 1, unless expressly stated otherwise.

## **7. Modern Enterprise Award**

7.1 The parties acknowledge that:

- (a) pre-reform awards underpin the conditions in this Agreement;
- (b) it is in the interest of the Commissioner and Employees to have a modern enterprise award underpinning the terms and conditions of employment that apply generally across all of the NTPS; and
- (c) an application to create a modern enterprise award to replace the pre-reform awards must be made with FWA before 31 December 2013.

- 7.2 The parties agree to prepare a submission to FWA for the creation of a modern enterprise award during the life of this Agreement.
- 7.3 The parties acknowledge that the application process will provide an opportunity for modernising and streamlining the award conditions underpinning the employment conditions of all NTPS Employees.
- 7.4 It is the intention of the parties that the application to FWA to create a modern enterprise award will be by consent where practicable.

## **8. Variation of Public Sector Employment and Management By-laws and Determinations**

- 8.1 The Parties acknowledge the long established and continuing role of the PSEM By-laws and Determinations as instruments regulating NTPS conditions of employment.
- 8.2 This Agreement will be read in conjunction with the PSEM By-laws and Determinations, as amended from time to time, and will prevail over the PSEM By-laws and Determinations to the extent of any inconsistency.
- 8.3 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 with the affected Parties prior to the formalisation of an amendment.
- 8.4 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

## **9. Anti Discrimination**

It is the intention of the Parties to this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family and carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

## **10. Variation**

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

## **11. No Extra Claims**

- 11.1 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.
- 11.2 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.

## **12. Negotiations for 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.

## **13. Objectives of Agreement**

- 13.1 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) Improved human resource practices,
  - (b) Staff development;
  - (c) Management and professional development programs; and
  - (d) Other programs of continuous improvement.
- 13.2 The Parties acknowledge the need to examine jointly and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes and that the consultative mechanisms referred to in Clause 17 - Management of Change, will be employed by the Parties for this process.
- 13.3 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within the NTPS, the Parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.
- 13.4 The Parties agree that this Agreement provides a basis for enabling Employees to balance their work and family commitments.

## **14. Productivity and Efficiency**

- 14.1 The Parties to this Agreement recognise the skills, energy and cooperation of Employees in increasing productivity and efficiency across the NTPS and that these improvements are integral to enhanced client service delivery and the career satisfaction and development of employees. Increasing productivity and efficiency is an ongoing and evolutionary process which takes place within the context of changing Government priorities in policy and service delivery, new client demands, the introduction of new technology, more efficient and effective management and work practices, and ongoing skills development of the workforce.
- 14.2 As with former NTPS agreements, the past, present and future contribution of Employees in increasing productivity and efficiency is recognised through improved terms and conditions of employment which arise from the introduction of this Agreement.
- 14.3 The parties acknowledge that this Agreement recognises productivity and efficiency improvements occurring during the life of this Agreement.
- 14.4 Without limiting the scope of this clause, productivity and efficiency will be enhanced with Employee commitment to implement the policies and initiatives of the Government of the day.

## **15. Dispute Settling Procedures**

- 15.1 The Parties are committed to avoiding industrial disputation about the application of this Agreement.
- (a) This clause sets out the procedures to be followed for avoiding and resolving disputes about matters arising under this Agreement.
  - (b) However, this clause does not apply in relation to disputes about:

- (i) refusals for requests for flexible work arrangements under the National Employment Standards;
- (ii) requests for extended parental leave under the National Employment Standards; or
- (iii) assessment outcomes for Senior Classification level positions.

## 15.2 General

- (a) In the event of a dispute arising in relation to a matter covered by this Agreement the following procedure will apply.
- (b) Subject to the requirements of the FW Act a party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute.
- (c) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must co-operate to ensure that these processes are carried out expeditiously.
- (d) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has reasonable concerns about imminent risk to his or her 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.
- (e) 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 FWA with respect to the exercising of its functions and powers under this clause.
- (f) Any decision or direction FWA makes in relation to the dispute shall be in writing.
- (g) Subject to the right of appeal under sub-clause 15.5(d), any direction or decision of FWA, be it procedural or final, shall be accepted by all affected persons and complied with by the parties.

## 15.3 Internal Resolution

- (a) In the event of a dispute, the parties will in the first instance endeavour to resolve the matter internally as follows:
  - (i) The employee will refer the matter to his or her immediate supervisor for resolution, who may request that the employee provide written details of the matter, provided that where the dispute concerns alleged actions of the immediate supervisor, the employee may by-pass this step.
  - (ii) If the matter cannot be resolved under paragraph (i) above, it will be referred in writing to the relevant manager for resolution.
  - (iii) If the matter cannot be resolved under paragraph (ii) above, it will be referred in writing to the relevant CEO for resolution.
  - (iv) If the matter cannot be resolved under paragraph (iii) above, it will be referred in writing to the Commissioner for resolution.

- (b) Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in paragraph (a) will begin within 48 hours of, and be completed within five (5) working days of the referral relating to that particular stage.

#### 15.4 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with sub-clause 15.3, any party may refer the dispute to FWA, for resolution by conciliation.
- (b) Provided the requirements of sub-clauses 15.2 and 15.3 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 FWA shall be regarded as completed when:
  - (i) the parties have reached agreement on the settlement of the dispute; or
  - (ii) the member of FWA conducting the conciliation has either of his or her own motion or after application by any party, satisfied him or herself that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

#### 15.5 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to FWA for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of FWA 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 paragraph (d), the determination of FWA is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of FWA, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.

## **PART 2 – PROCEDURAL MATTERS**

### **16. Union Rights**

#### 16.1 Union Representation

- (a) The Employer recognises the legitimate right of the Union to represent those Employees who are members, or eligible to become members.
- (b) An Employee appointed as a Union delegate in the Agency in which he or she is employed will, upon notification to the CEO, be recognised as the accredited representative of the Union. Subject to the prior approval of the CEO, an accredited Union delegate shall be allowed reasonable time during working hours to consult with members or Employees eligible to become members on employment matters affecting Employees.

## 16.2 Union Training Leave

- (a) For the purpose of assisting Employees to understand their rights and entitlements under this Agreement and improving industrial relations, the CEO shall, subject to the provisions of this clause, provide an Employee who is a Union delegate or nominated Employee representative with up to five (5) days' paid leave per annum to attend union training courses conducted by the Union or approved by the Union.
- (b) The approval for an Employee to attend a training course shall be subject to the operational requirements of the Agency.
- (c) An Employee seeking to take training leave under this clause must:
  - (i) unless agreed by the CEO, have completed at least twelve (12) months' continuous service prior to taking training leave; and
  - (ii) have been nominated by the Union to attend the course for which the training leave is sought.
- (d) The Employee will only be paid for the period of training leave if:
  - (i) he or she provides evidence satisfactory to the CEO of his or her attendance at the course for which training leave was sought; and
  - (ii) unless agreed by the CEO, the CEO has received not less than four (4) weeks' written notice of nomination from the Union, setting out the time, dates, content and venues of the course.
- (e) Leave granted under this clause will be on ordinary pay, not including shift and penalty payments or overtime.
- (f) Leave granted under this clause will count as service for all purposes.

## 16.3 Communications

For the purpose of assisting Employees to understand their rights and entitlements under the Agreement, the CEO shall, where practicable, make available facilities to assist the Union to display notices that are relevant to employment matters on general staff notice boards.

## 17. Management of Change

17.1 The Parties to this Agreement acknowledge that organisational and technological change is ongoing in the NTPS and that good change management is necessary to further achieve efficiency and productivity.

17.2 The Parties undertake, in good faith, to facilitate the process of change and reform by a co-operative approach to change management and by observing the following principles where substantial change is proposed:

- (a) Managers have a clear understanding of the change required, are committed to it, allocate adequate resources to the process and have the skills to implement change effectively.

- (b) Management will identify to relevant unions the reasons for change and identify the objectives to be achieved and provide a description of the resources allocated to the change process.
- (c) The relevant Unions will properly and adequately resource and facilitate meaningful consultation as intended by this clause.
- (d) There is a preparedness on the part of management to consult with affected Employees and relevant unions at appropriate and timely stages through the development of change strategies and processes.
- (e) A work environment which increases information exchange, the involvement of Employees, job satisfaction, continuous learning and training opportunities and health and safety will be promoted.
- (f) Fair and reasonable human resource management principles including fair and sensitive treatment and support facilities for displaced Employees, prompt resolution of problems and grievances, regard to the general well being of Employees, including giving due attention to individual workloads, will be observed.
- (g) The change process will be monitored to ensure that, as far as possible, the outcomes match the objectives.
- (h) Processes and practices will aim to create a more positive, stable and harmonious industrial relations climate.
- (i) Where a large scale change and restructuring is proposed, prior consultation will occur. Where necessary or appropriate the Redeployment and Redundancy provisions set out in Schedule 10 will apply.
- (j) Wherever possible, in making decisions that may result in substantial change in a workplace that affect Employees, whether in relation to matters covered by this Agreement or in relation to broader matters, the Commissioner is committed to consulting with Employees and their representatives.
- (k) Consultation involves the following steps:
  - (i) Providing, as far as practicable, all relevant information to Employees about impending changes or decisions or other matters that will impact on them;
  - (ii) Providing an opportunity for Employees and their representatives, to put forward views, comments and suggestions on the matters including the opportunity, where relevant to meet with Employee representatives;
  - (iii) Consideration of the views, comments and suggestions submitted; and
  - (iv) Advising Employees and their representatives of the final decisions, explaining how the views expressed by Employees and their representatives, were taken into account.

## **18. Filling of Vacancies Resulting from Substantial Change**

- 18.1 The Parties agree that a fair and orderly process for filling vacancies will accompany implementation of substantial change.
- 18.2 Participative work reorganisation and job redesign will, where appropriate, be the preferred basis for changes to work and jobs.
- 18.3 Any newly created jobs will be promptly evaluated through the Job Evaluation System or other relevant classification review systems.
- 18.4 Where the CEO, Commissioner and Employee(s) affected by the change agree, those Employees can be transferred by the CEO to the same or like job within the Agency.
- 18.5 In cases where there is more than one suitable affected Employee available for transfer to a vacancy, the merit principle will apply between the suitable affected Employees.
- 18.6 Redeployees from outside the affected work unit or outside the Agency do not have a higher or equal priority to the affected Employees in being considered for these vacancies.
- 18.7 Where the Parties do not agree about certain jobs, the jobs will be filled in the normal manner.
- 18.8 Remaining affected Employees whose duties and functions change are to be dealt with in accordance with the Redeployment and Redundancy provisions set out in Schedule 10.
- 18.9 Training is to be provided to assist Employees whose jobs have changed or who have transferred to a new job at a level where different skills are required.
- 18.10 The work allocation of Employees who, at the time of change occurring have been on continuous Higher Duties Allowance (HDA), Leave Without Pay, Study leave, or Parental leave will be resolved on a case by case basis between the Agency and the relevant Union.
- 18.11 Nothing in this Agreement will affect the rights and obligations of the Parties in relation to the Redeployment and Redundancy provisions as set out in Schedule 10 for notification and processing of potentially excess Employees.
- 18.12 Temporary Employment Contracts
- (a) Employees with more than 6 months service on either a renewal or second contract for the same position, and not in an externally funded position, may be considered for permanent appointment at level or at the base grade.
  - (b) Employees with more than 18 months service and on their third contract, for the same position, which is externally funded may be considered for permanent appointment at level or at the base grade.
- 18.13 Long Term Higher Duties
- Employees on continuous HDA for more than 18 months in the same job may be considered for direct promotion to the HDA level to a job or to a similar position within a restructured business unit.

## **19. Public Sector Consultative Council**

- 19.1 The Parties to this Agreement agree to utilise the PSCC established under the PSEM Act.
- 19.2 The function of the PSCC is to consider matters of general interest in relation to the NTPS (which may include matters arising out of or in connection with this Agreement) that are

referred to it by the Commissioner, and to make reports and recommendations on those matters to the Commissioner.

- 19.3 In the case of a matter referred to it, the PSCC will consider the necessary action required to address the issue, along with appropriate processes to implement such action.
- 19.4 Progress reports in relation to action referred to in sub-clause 19.3 will be provided at PSCC meetings, so that the PSCC is kept adequately informed of, and is able to deal with the particular matter, as effectively and efficiently as possible.
- 19.5 On the finalisation of the action referred to in sub-clause 19.3, the PSCC will consider all relevant issues and report on the particular matter. Any recommendations made by the PSCC in relation to the particular matter will be provided to the Commissioner, in writing, for his/her consideration.
- 19.6 The Commissioner will advise the PSCC in writing of the outcomes of his/her consideration.

## **20. Occupational Health and Safety**

- 20.1 The Parties to this Agreement are committed to achieving and maintaining a safe and healthy work environment, and to ensuring compliance with the requirements of the *Workplace Health and Safety Act 2007*, or any superseding legislation.
- 20.2 CEOs acknowledge the commitment to achieve and maintain a safe and healthy work environment, and will take all reasonably practicable measures to prevent accidents and injuries in the workplace, and to promote the health, safety and welfare of Employees.
- 20.3 Employees will take all reasonably practicable steps to ensure their own safety while at work, and to ensure that no action or inaction by an Employee while at work causes harm to any other person.

## **21. Commitment to Employee Assistance Program**

- 21.1 The Parties agree that the purpose of an Employee Assistance Program (EAP) is to assist management and Employees to deal with issues that may impact on work performance.
- 21.2 Provision of an EAP is recognised as a contemporary human resource strategy that provides benefits to the Agency and the Employee.
- 21.3 Access to EAPs by Employees and their families will be subject to the following:
- (a) the availability of the EAP in their geographical area;  
(the Parties recognise that remote areas may not have direct access to an EAP provider. In these instances, innovative measures such as telephone counselling, internet and travel may be utilised, where appropriate);
  - (b) the relevance of the Employee's family attending the counselling service, as determined by the provider; and
  - (c) consistent with an Agency's policy, the cost of the first three (3) work related visits is to be met by the Agency, with the cost of any subsequent visit by agreement between the Agency and the provider.

## **22. Trainees**

Subject to the merit principle, the Commissioner agrees to facilitate temporary and permanent employment opportunities for those Employees who have successfully completed traineeships or apprenticeships with registered training organisations.

## **23. Inter-Industry Mobility Exchange**

The Commissioner agrees to facilitate, where appropriate, mobility and exchange within the NTPS and with external organisations, to enable Employees to gain professional experience and knowledge so as to enhance the effectiveness and efficiency of the NTPS.

## **24. Preventing Harassment and Bullying in the Workplace**

- 24.1 The Parties to this Agreement are committed to achieving and maintaining a safe and healthy work environment, free from harassment and bullying behaviour.
- 24.2 CEOs acknowledge the commitment to achieve and maintain a safe and healthy work environment and will take all reasonably practicable steps to prevent harassment and bullying in the workplace.
- 24.3 Employees acknowledge the Principles of Conduct stated in Regulation 4 of the PSEM Regulations. In accordance with these principles, Employees will behave in a professional manner in carrying out their duties and will treat colleagues, supervisors and others in the workplace with courtesy, dignity and respect at all times.
- 24.4 An Employee who is aggrieved by his or her treatment in employment may seek a review under the PSEM Act.

# **PART 3 – GENERAL EMPLOYMENT CONDITIONS**

## **Division 1 – Pay, Hours of Work and Allowances**

### **25. Rates of Pay**

- 25.1 Rates of pay will be increased as set out below:
- (a) 3% or \$26 per week, whichever is the greater, effective from the first pay period to commence on or after 9 August 2010; and
  - (b) 3% effective from the first pay period to commence on or after 9 August 2011; and
  - (c) 3% effective from the first pay period to commence on or after 9 August 2012.
- 25.2 The rates of pay applicable to this Agreement are contained in Part A of Schedule 11.
- 25.3 In order to enhance career structures, to assist with recruitment and retention and to address market issues at key classification levels, the following restructures shall apply from the first pay period commencing on or after 1 January 2011:

i) Professionals

A five level Professional classification structure including new Senior Professional levels to replace the existing four level structure as set out below.

Current level and Increment	Current salary	3% wage increase	Current JES Points Range	Work Value Width %	New Structure	New salary	New JES Points Range	Work Value Width %
<b>P1</b>	1	44 156	45 481	200 - 290	<b>PO1</b>	49 244 51 066 52 955 54 915 56 947 59 054 61 239 63 505	200 - 269	34.5%
	2	45 942	47 320					
	3	47 810	49 244					
	4	49 724	51 216					
	5	51 680	53 230					
	6	53 653	55 263					
	7	55 657	57 327					
	8	57 864	59 600					
	9	61 567	63 414					
	10	63 754	65 667					
<b>P2</b>	1	66 100	68 083	291-490	<b>PO2</b>	65 405 67 826 70 335 72 937 75 636 78 435	270 - 369	36.7%
	2	68 450	70 504					
	3	70 797	72 921					
	4	73 145	75 339					
	5	75 492	77 757					
	6	77 912	80 249					
	7	80 137	82 541					
<b>P3</b>	1	83 450	85 954	491- 679	<b>PO3</b>	80 855 83 847 86 948 90 553	370 - 509	37.6%
	2	86 420	89 013					
	3	87 916	90 553					
<b>P4</b>	1	91 017	93 748	680 →	<b>SPO1</b>	93 748 98 913 104 730	510 - 699	37.1%
	2	96 032	98 913					
	3	101 680	104 730					
					<b>SPO2</b>	108 150 112 909 117 876	700 →	n/a

The principles underpinning the translation to the new structure are:

- 1) No Employee will lose pay as a result of translating to the new classification structure.
- 2) Employees will translate to the new level according to their position's work value points as determined by the Job Evaluation System (JES) points.
- 3) For Employees translating to new Professional levels 1 - 3, anniversary dates for future increments will be in accordance with the following:
  - (i) Where an Employee has been at the top of the salary range of a current classification level for less than 12 months the translation date becomes the new anniversary increment date; or

- (ii) Where an Employee has been at the top of the salary range of a current classification level for more than 12 months they will retain their existing increment anniversary date; or
  - (iii) Where an Employee translates to a greater salary level than the increment they would have received on the existing structure, the date of translation becomes the new anniversary date; or
  - (iv) Where an Employee translates to a lower maximum attainable salary than their current classification level, they will retain their existing increment anniversary date.
- 4) For Employees translating to a new Senior Professional level (SP1 or SP2), the date of translation will become the annual performance review date and subject to meeting progression criteria, the first available progression payment may be available 12 months from the date of translation. The new structure underpins an expectation of officers classified under SP1 and SP2 to drive Government initiatives and encourage performance at a high leadership level.
  - 5) Employees who translate to a classification level that has a lower maximum attainable salary than their current classification level will be subject to grand-parenting arrangements that ensure they retain access to the higher attainable maximum salary of their former level.
  - 6) Existing market allowances or supervisory allowances paid to Employees will be absorbed into the Employee's new salary, provided that:
    - (i) no Employee will incur a loss in salary; and
    - (ii) Employees will receive the annual wage increases provided in the Agreement.

ii) Administrative Officer 7

A new AO7 structure as set out below.

<b>Current Classification</b>	<b>Wage Increase 3% (pay period on or after 9 Aug 2010)</b>	<b>New Classification</b>	<b>New Salary (first pay period on or after 1 Jan 2011)</b>
<b>AO 7.1</b>	81 541	<b>AO 7.1</b>	83 090
<b>AO 7.2</b>	84 456	<b>AO 7.2</b>	86 239
		<b>AO 7.3</b>	89 389

The principles underpinning the translation to the new structure are:

- 1) AO7 Employees will transfer to the next highest salary point in the new structure.
- 2) For Employees translating to new structure, anniversary dates for future increments will be in accordance with the following:
  - (i) Where an Employee has been at the top of the salary range of a current classification level for less than 12 months the translation date becomes the new anniversary increment date; or

- (ii) Where an Employee has been at the top of the salary range of a current classification level for more than 12 months they will retain their existing increment anniversary date; or
- (iii) Where an Employee translates to a greater salary level than the increment they would have received on the existing structure, the date of translation becomes the new anniversary date.

iii) Administrative Officer 8 and Executive Officer 1 → New Senior Administrative Officer Structure

<b>Current Classification</b>	<b>Wage Increase 3% (pay period on or after 9 Aug 2010)</b>	<b>New Classification</b>	<b>New Salary (first pay period on or after 1 Jan 2011)</b>
<b>AO 8</b>	87 693	<b>SAO 1</b>	93 748
	91 164		98 913
			104 730
<b>EO 1</b>	104 730	<b>SAO 2</b>	108 150
			112 909
			117 876

The principles underpinning the translation to the new structure are:

- 1) No Employee will lose pay as a result of translating to the new classification structure.
- 2) For Employees translating to a new Senior Administrative Office levels (SAO1 or SAO2), the date of translation will become the annual performance review date and subject to meeting progression criteria, the first available progression payment may be available 12 months from the date of translation.
- 3) Existing market allowances or supervisory allowances paid to Employees will be absorbed into the Employee's new salary, provided that:
  - (i) no Employee will incur a loss in salary; and
  - (ii) Employees will receive the annual wage increases provided in the Agreement.

iv) Technical Level 6 → Senior Technical Level

A new T6 structure as set out below.

<b>Level Structure</b>	<b>3% wage increase (pay period on or after 9 Aug 2010)</b>	<b>New salary (first pay period on or after 1 Jan 2011)</b>	
<b>T 6.1</b>	81 541	<b>Senior T 6.1</b>	82 776
<b>T 6.2</b>	82 776	<b>Senior T 6.2</b>	84 722
<b>T 6.3</b>	84 034	<b>Senior T 6.2</b>	84 722
<b>T 6.4</b>	85 386	<b>Senior T 6.3</b>	86 667

The principles underpinning the translation to the new structure are:

- 1) T6 Employees will transfer to the next highest salary point in the new structure.
- 2) For Employees, except for T 6.3 employees, translating to the new structure the translation date becomes the new anniversary increment date.
- 3) T 6.3 employees will retain their existing increment anniversary date.

25.4 The new rates of pay resulting from the restructures outlined in 25.3 are contained in Part A of Schedule 11 (refer to column dated 6 January 2011).

25.5 Work related allowances are to be adjusted in accordance with annual wage increases.

25.6 Expense related allowances are to be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year.

25.7 Employees will be paid fortnightly based on the following formula:

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

## **26. Supported Wage System**

The Parties agree that the Supported Wage System as set out in Schedule 12 will apply to relevant Employees.

## **27. Increments**

27.1 Where the provisions of a Schedule to this Agreement provide for annual service increments within a classification, Employees will continue to be entitled to such increments, subject to the provisions of this clause. This clause does not apply to Senior Classification levels from 1 January 2011, as defined in clause 28.

27.2 The authority to apply sub-clauses 27.4 and 27.5 will not be applicable unless the Commissioner is satisfied that an acceptable performance management system is in place which meets the requirements of Employment Instruction No. 4.

27.3 The Commissioner will notify all Unions of the acceptance of any performance management system for the purposes of sub-clause 27.2 prior to that system being used for deferral of increments.

27.4 The CEO or her/his delegate may determine to withhold an increment as set out in sub-clause 27.5, on the basis that an Employee:

- (a) having agreed to or having been assigned reasonable performance targets or reasonable required work outcomes, has failed to meet those targets or outcomes, and
- (b) has received counselling and been provided with the opportunity to improve performance to an acceptable standard, and
- (c) has failed to attain or sustain an acceptable standard of work performance.

27.5 The CEO or her/his delegate, may withhold an increment as follows:

- (a) The CEO may defer payment for a specified period of time which will be up to six (6) months subject to payment earlier if a specified, and preferably agreed, work performance, training or work outcome target is demonstrated.
- (b) At the end of the six (6) month deferment period, the CEO may again defer the increment by up to a maximum of a further six (6) months where the required performance standard has not been achieved and alternative steps have been taken to address the less than satisfactory performance. The increment will not be withheld for longer than 12 months in total.
- (c) The CEO must provide the reasons for deferring an increment under (a) or (b) in writing to the Employee.

27.6 If a decision is made under sub-clause 27.4 or 27.5 the Employee may appeal where the increment has been deferred for greater than the period in sub-clause 27.5(a) on the basis of one or more of the following reasons:

- (a) This clause has not been adhered to;
- (b) The decision was made to punish or harass the Employee; or
- (c) Natural justice has not been afforded to the Employee.

27.7 Any appeal under sub-clause 27.6 will be heard and determined by a panel constituted in accordance with the guidelines for constituting a Promotion Appeal Board.

27.8 In all cases where an increment is deferred, the date to which it is deferred will become the anniversary date for the purposes of the next increment.

27.9 The provision of this clause will not apply to trainees, Employees on junior rates of pay and AO1 Employees participating in Competency Based Assessment and Training.

## **28. Senior Classification Structure – Pay Progression Principles**

28.1 Pay Progression for Senior Administrative Officers and Senior Professionals

- (a) The new senior classification structure will be introduced from the first pay period to commence on or after 1 January 2011 and annual pay progression is to be based on performance.
- (b) For Employees employed prior to 1 January 2011, the performance management process is to be implemented by agencies by 1 January 2011 and for employees employed after 1 January 2011, within two (2) months of commencement of employment in an agency.

- (c) Further details of the pay progression process are set out in a Determination as issued by the Commissioner.

## 28.2 Progression criteria

Progression criteria are set to describe measures that Employees must meet to achieve pay progression through high performance. Pay progression is not automatic.

The following are the progression criteria:

- (a) sustained superior performance (i.e. above good performance);
- (b) successful performance of increased duties/responsibilities that are not sufficient to justify an increase in the level of the classification;
- (c) successful undertaking of new projects;
- (d) applied specialist individual expertise resulting in superior outcomes for the agency; and
- (e) successful and sustained performance as a leader.

## 28.3 Process for Assessment

Agencies are to implement a process for assessing an Employee for annual progression to the next performance pay point and that process is to include:

- (a) a process of performance management including the development of a performance agreement between the Employee and his/her supervisor to cover a 12 month period; and
- (b) an invitation from the immediate supervisor to an eligible Employee to make a submission against the performance progression criteria at least two (2) months prior to the annual assessment date.

## 28.4 Annual Assessment Date

The annual assessment date confirms the end of the 12 month performance management period which is agreed to in the performance agreement. Successful progression to the next pay point is effective from the annual assessment date.

## 28.5 Approval of Progression

The immediate supervisor is to make a recommendation of approval for progression to the supervisor's manager.

## 28.6 Eligibility for Progression

Participation in the pay progression scheme is not mandatory; however, an Employee seeking pay progression must make a submission against the progression criteria in advance of the annual assessment date.

Employees with 12 months service at the SAO2, SAO1 and SP1 and SP2 classification from the first pay period to commence on or after 1 January 2011 will be eligible for progression to the next performance pay point from 1 January 2012 provided that a performance agreement has been in place for 12 months. Subsequent annual assessment dates will be after each 12 months service.

Employees who commence after 1 January 2011 will be eligible for progression to the next performance pay point after each 12 months service provided that a performance agreement has been in place for 12 months

28.7 Reasons for decision

Supervisors are to provide a written response for the outcome and, where progression has not been approved, reasons for the decision and feedback to assist the Employee to understand what may be required to achieve progression.

28.8 Review Principles

(a) Where progression is not approved

An Employee whose performance is held not to be sufficient to progress to the next performance pay point may request the CEO to review the assessment outcome on the basis of the evidence presented in the original submission. The CEO (or delegate(s)) shall complete the review of the assessment outcome within four weeks of receipt of the review request. If that review results in the Employee progressing to the next performance point, the progression will be effective from the original assessment date.

(b) Where there are delays in conducting an assessment

Where there is a delay in assessing an Employee's performance for a progression that is not the result of an Employee's actions, if the assessment (or review of assessment) results in the Employee progressing to the next pay point, the progression will be effective from the original assessment date,

(c) Disputes on the merit of pay progression

For disputes arising in relation to the merits of an assessment against the pay progression criteria:

- (i) the dispute settlement provisions contained in clause 15 of this Agreement will not apply; and
- (ii) the appropriate grievance review mechanisms under the PSEM Act will apply.

28.9 Impact of Leave Without Pay (that does not count for service)

All Leave Without Pay that does not count as service will postpone the annual assessment date by the same number of days an Employee is on leave without pay that does not count for service.

## **29. Additional Hours and Overtime**

29.1 An Employee shall be liable to be called for duty at any time that he/she is required in accordance with the provisions of a Schedule to this Agreement.

"Additional hours" is work performed in excess of ordinary hours of duty or, in the case of part-time employees, work performed in excess of agreed hours.

"Overtime" means additional hours actually worked that would attract an overtime payment as applicable in a Schedule to this Agreement.

29.2 Employees are expected to be available to work reasonable additional hours if required by the Agency. An Employee may refuse to work additional hours or overtime in circumstances where the working of such additional hours or overtime would result in the Employee working hours which are unreasonable. In determining whether additional hours or overtime are reasonable or unreasonable, the following must be taken into account:

- (a) any risk to Employee health and safety from working the additional hours;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) any notice given by the CEO or delegate of any request or requirement to work the additional hours;
- (d) any notice given by the Employee of his or her intention to refuse to work the additional hours;
- (e) the needs of the Agency or work unit;
- (f) whether the Employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- (h) the nature of the Employee's role, and the level of responsibility;
- (i) whether the additional hours are in accordance with an averaging arrangement agreed to by the CEO and the Employee;
- (j) any other relevant fact.

## **30. Restrictive Duty**

30.1 The Parties acknowledge that under normal circumstances the provisions of relevant By-laws and Schedules to this Agreement will apply to restrictive duties, but that agreed variations to these arrangements can be made between the Parties on a case-by-case basis.

30.2 Once agreed, the Commissioner will give effect to these variations through a determination or other appropriate instrument.

## **31. Hours of Work**

31.1 The ordinary hours of duty for all full-time Employees will be 36.75 per week, or 38 hours per week, as specified in the relevant Schedule.

31.2 An Employee will not be required to work for more than five (5) hours continuously without a meal break of at least 30 minutes. The meal break time will not count as part of an Employee's ordinary working hours unless specified otherwise in the relevant Schedule.

## **32. Averaging hours**

32.1 The arrangements to average hours provisions contained in a Schedule to this Agreement or the Senior Prison Officers' Arbitral Tribunal Determination No. 4 continue to apply.

32.2 The CEO may enter into an agreement to average hours with an Employee or a group of Employees, subject to the following conditions:

- (a) the Employee's ordinary hours of work shall be 36.75 or 38 hours per week as specified in a Schedule to this Agreement, or an average of 36.75 or 38 hours per week over a cycle of 12 weeks;
- (b) the ordinary hours of work shall be between 6.00am and 6.00pm worked Monday to Friday exclusive of meal breaks;
- (c) the agreement must be documented in writing;
- (d) the agreement may be varied provided there is agreement between the CEO and the Employee or, the majority of affected Employees;
- (e) the agreement may be terminated with no less than 28 days notice to give effect at the end of the cycle by agreement between the CEO and the Employee or the majority of affected Employees; and
- (f) all work performed outside ordinary hours of work will be paid at the applicable overtime penalties, except where the Employee is a shift worker.

## **33. Span of Hours**

Where a Schedule to this Agreement or the Senior Prison Officers Arbitral Tribunal Determination No. 4 has a span of hours narrower than 6:00 am to 6:00 pm, the span of hours will be 6:00 am to 6:00 pm.

## **34. Flexible Working Hours (Flextime) Guidelines**

The Parties agree to the continuation of the 1987 Flexible Working Hours (Flextime) Guidelines for the duration of this Agreement, subject to:

- (a) The band width being varied to read 6:00 am to 6:00 pm;
- (b) The appeal rights provision being updated to refer to relevant section of the PSEM Act; and
- (c) The Dispute Settling Procedures clause set out in Clause 15 of this Agreement applying in the event of any disputes arising out of or in connection with the Guidelines.

## **35. Electricity Subsidy for Employees in Remote Localities**

35.1 An electricity subsidy will apply to Employees stationed in remote localities as follows:

- (a) An Employee residing in a dwelling fitted with a dedicated electricity metering device, and who is required to meet the cost of any charges associated with the

provision of electricity to that dwelling, is entitled to an electricity subsidy in accordance with the rates specified in Schedule 11, subject to the relevant category of remoteness and the Employee's eligibility for the dependent / after hours rate.

- (b) The electricity subsidy for the dependent/after-hours rate is payable only where the Employee:
  - (i) has recognised dependents, being an Employee's spouse or defacto 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; or
  - (ii) is a shift worker, or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that the Employee is regularly required to seek rest during daylight hours.
- (c) The electricity subsidy shall be paid fortnightly in addition to salary and shall count as salary for the purpose of taxation and superannuation.
- (d) The electricity subsidy shall not be paid during periods of leave without pay which do not count as service.
- (e) The electricity subsidy shall be paid to part-time Employees on a pro-rata basis.
- (f) Only one subsidy is payable per dwelling.

## **36. Higher Duties Allowance**

36.1 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.

36.2 Where there is an inconsistency between this clause and the provisions of the Senior Prison Officers Arbitral Tribunal Determination No. 4, the Senior Prison Officers Arbitral Tribunal Determination No. 4 provisions will apply.

## **37. Payment of Meal Allowance**

37.1 Except as provided below, the payment of overtime meal allowance contained in any Schedule to this Agreement, shall be made through the payroll system. This payment will be recorded as a non-taxable allowance.

37.2 An Employee may make alternative arrangements to receive cash payments after receiving approval from the CEO.

### **38. 'Cashing up' of Airfares on a Common Date**

38.1 Leave airfare allowance will be paid to an eligible Employee on the first pay day on or after 1 May of each year. Under these arrangements an Employee's accrual date remains the same, subject to deferral resulting from any leave without pay taken by the Employee.

38.2 An Employee may request in writing to receive payment of an accrued leave airfare allowance prior to the common payment date.

38.3 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 (2) months prior to the common payment date.

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

### **39. Recovery of Overpayments and Relocation costs on Cessation of Employment**

39.1 Where an Employee, who has a financial debt to the Northern Territory Government in relation to his or her employment (eg: overpayment of salary and/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.

39.2 An agency is permitted to deduct relocation costs in certain circumstances.

- (a) The CEO may authorise a deduction from an Employee's final salary payment to recover relocation expenses associated with the recruitment of the Employee, if:
  - (i) the Employee is a temporary employee and the employee terminates their contract of employment before the expiry of the contract; or
  - (ii) the Employee is an ongoing employee and the Employee terminates their contract of employment within 12 months of the start of the Employee's employment.
- (b) Relocation expenses are expenses covered by By-law 27, Relocation Expenses - Appointment and Transfer.
- (c) This clause will not apply in those circumstances in which:
  - (i) the CEO and the Employee mutually agree to terminate the contract of employment.; or
  - (ii) the CEO decides that special circumstances apply.

### **40. Superannuation**

40.1 The subject of superannuation is dealt with extensively by Commonwealth legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation*

*Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*, (collectively the superannuation legislation). This legislation, as varied from time to time, governs the superannuation rights and obligations of the Parties.

- 40.2 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.
- 40.3 Employees who commenced after 10 August 1999 can choose a complying superannuation fund to receive contributions on their behalf. Employees who do not nominate a superannuation fund will become members of the current default superannuation fund.
- 40.4 The Commissioner must, in accordance with the governing rules of the relevant complying superannuation fund as defined in the superannuation legislation, make such superannuation contributions to the fund for the benefit of an Employee as will avoid the Commissioner being required to pay superannuation guarantee charge under the superannuation legislation in respect of that Employee. The Commissioner must satisfy the minimum Superannuation Guarantee requirements by making contributions for the benefit of the Employee to the Employee's nominated superannuation fund. For the purposes of the superannuation legislation, an Employee's notional earnings base is to comply with the current addendum to the Australian Tax Office Ruling SGR 2009. Ordinary time earnings including allowances in the nature of salary are intended to provide that Employee's notional earnings base.

## **41. Salary Sacrifice**

### **41.1 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 his/her Employer superannuation guarantee contributions paid to a 'Choice of Fund' (employed after 10 August 1999) may salary sacrifice into that 'Choice of Fund';
- (b) An Employee who currently contributes 6% to NTGPASS may salary sacrifice into the NTGPASS or another complying superannuation fund;
- (c) An Employee who currently contributes to the 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 concessional contribution cap relevant to their age. Contributions that exceed the cap will be taxed at the highest marginal tax rate plus Medicare levy.
- (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).

#### 41.2 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 temporary 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.

## Division 2 – Employment Arrangements

### 42. Part-Time Employment

- 42.1 No Employee who is currently employed on a full-time basis will be required to convert to part-time employment or transfer without their consent to enable part-time employment.
- 42.2 At the time of engagement or of conversion from full-time employment, the CEO and the Employee will agree in writing on a regular pattern of part-time work (agreed hours), specifying at least the hours worked each day, which days of the week the Employee will work, and the actual starting and finishing times each day.
- 42.3 Changes to agreed hours of work originally established may be made in writing by mutual agreement between the CEO and the Employee.

- 42.4 The span of hours during which a part-time Employee may work his or her agreed hours will be the same span applicable to full-time Employees.
- 42.5 Overtime will only be paid for work performed:
- (a) Outside the normal span of hours as specified in clause 33, except where the Employee is a shift worker; or
  - (b) In excess of any daily maximum hours specified in a Schedule to this Agreement; or
  - (c) As restrictive duty or emergency duty as defined in the Schedules; or
  - (d) After working in excess of 73 hours and 30 minutes per fortnight where the maximum hours are as per 42.6; or
  - (e) After working in excess of 76 hours per fortnight where the maximum hours are as per 42.7.
- 42.6 Where the hours for full-time Employees are 36 hours 45 minutes per week, part-time Employees will be employed for not fewer than 14 hours 42 minutes over a fortnight (with no Employee required to work less than two (2) hours on any day they work) or more than 58 hours 48 minutes per fortnight.
- 42.7 Where the hours for full-time Employees are 38 hours per week, part-time Employees will be employed for not fewer than 16 hours over a fortnight (with no Employee required to work less than four (4) hours on any day they work) or more than 64 hours per fortnight.
- 42.8 A part-time Employee will be entitled to all conditions of employment applicable to a full-time Employee on a pro rata basis.
- 42.9 Entitlement to service increments will be on the basis of having worked the same chronological time that entitles a full-time Employee to an increment, regardless of the number of hours worked.

### **43. Casual Employment**

The casual loading for casual Employees engaged in the NTPS is 25%.

### **44. Security of Employment**

- 44.1 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within the NTPS, the Parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.
- 44.2 The Commissioner supports certainty of employment through the appropriate application of the merit principle. The use of higher duties, temporary employment and casual employment arrangements in the NTPS are appropriate in certain circumstances.
- 44.3 The CEO should carefully consider the status of an Employee who has been employed in the same position where:
- (a) A temporary employment contract has been renewed on more than two occasions and the total period of continued employment is two (2) years;
  - (b) Higher Duty payments have been authorised in excess of two (2) years; or

- (c) Casual employment has been utilised on a regular and systematic basis in excess of 12 months.

44.4 When considering the status of the Employee the CEO should also consider, amongst other things, the reasons for temporary employment, higher duties or casual employment and whether that type of employment is appropriate in the circumstances.

44.5 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.

## **45. Individual Flexible Working Arrangements**

45.1 The CEO and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement (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 within the span of hours;
  - (ii) payment for overtime taken as pay or time off in lieu of payment
  - (iii) commuted salaries or allowances.
- (b) meets the operational needs of the Agency;
- (c) is genuinely agreed to by the CEO and Employee;
- (d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;
- (e) 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.

45.2 An Employee or CEO can initiate in writing a request for an individual flexibility arrangement.

45.3 The CEO must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the names of the Agency and Employee;
- (c) is signed by the CEO and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
- (d) includes details of:
  - (i) the terms of the agreement that will be varied by the arrangement;
  - (ii) how the arrangement will vary the effect of the terms; and

- (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the period of operation of the arrangement.
- 45.4 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.
- 45.5 The Commissioner will not approve an individual flexibility arrangement unless the Commissioner is satisfied that the requirements of this clause have been met.
- 45.6 The CEO or Employee may terminate the individual flexibility arrangement:
  - (a) by giving at least 28 days written notice to the other party to the arrangement; or
  - (b) if the CEO and Employee agree in writing – at any time.
- 45.7 Where an individual flexibility arrangement has been terminated under sub-clause 45.6 the CEO shall inform the Commissioner in writing within seven (7) days of the termination date.
- 45.8 An Employee may choose to be represented by his/her nominated representative in relation to the development and implementation of individual flexible arrangements under this clause.

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

- 46.1 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, including rostered days off, restricted duties or flextime;
  - (b) commuted salaries or allowances;
  - (c) meal breaks and
  - (d) leave.
- 46.2 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.

- 46.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.
- 46.4 Relevant Unions will be consulted on proposed arrangements prior to the approval of the Commissioner.

## **47. Workloads**

- 47.1 The Parties support the principle that Employees should be able to achieve an appropriate balance between their work and personal lives.
- 47.2 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.
- 47.3 Agency management, Employees and Employee representatives play a positive role in ensuring Employee workloads are reasonable.
- 47.4 The Parties recognise there may be unavoidable peak work periods where Employees' workloads increase; however, this should be the exception rather than the norm.
- 47.5 Employees are to be properly compensated for additional hours worked, either through overtime payments, time off in lieu of overtime arrangements, or other flexible working arrangements.
- 47.6 Managers and Employees should therefore ensure that Employees' workloads are reasonable.
- 47.7 Subject to sub-clause 47.4, management 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.

47.8 Employee/s may request in writing for management to review ongoing and sustained workload issues in the workplace. Where so requested, management will consider the workload factors and issues raised, consider their effect on the workplace, and if necessary, implement strategies to ensure reasonable workloads are maintained.

47.9 Management will respond in writing to the employee/s concerned in a timely manner.

## **48. Work Life Balance**

### **48.1 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 those employed on a casual basis):

- (i) use of individual flexibility arrangements as per clause 45;
- (ii) Home-based work;
- (iii) Job sharing;
- (iv) Part-time work;
- (v) Career breaks;
- (vi) Part-year employment; and
- (vii) Short term absences for family and community responsibilities.

(b) In addition to the above, the following initiatives in relation to leave (the details of which are set out in Schedule 13) may also be accessed by Employees to assist in balancing work and life commitments:

- (i) Utilisation of recreation leave at half pay;
- (ii) Purchase of additional leave; and
- (iii) NTPS Extended Leave Scheme

(c) The initiatives provided under sub-paragraphs (b)(i) and (b)(ii) do not apply to 92% and 96% school based administration Employees due to existing operational, stand down and leave arrangements in those workplaces.

### **48.2 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 sub-clause 48.1, 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 sub-clause 48.1(b), 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.
  - (g) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act.

48.3 In addition to the general principles contained in this clause, access to the initiatives described in:

- (a) sub-clause 48.1(a) above must be in accordance with any relevant workplace agreement provisions, guidelines or policies; and
- (b) sub-clause 48.1(b) above must be in accordance with the specific requirements of Schedule 13.

48.4 Right to Request Flexible Work Arrangements to Care for a Child

- (a) An Employee, including an eligible casual Employee, who is a parent, or has responsibility for the care of a child may request the CEO for a change in work arrangements to assist the Employee to care for the child if the child:
  - (i) is under school age; or
  - (ii) is under 18 years of age and has a disability.
- (b) The request must:
  - (i) be in writing; and
  - (ii) set out details of the change sought and of the reasons for the request.
- (c) 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) the CEO may refuse the request only on reasonable business grounds; and
  - (iii) if the request is refused, provide details of the reasons for the refusal.
- (d) An 'eligible casual Employee' is defined under the Parental Leave provisions of this Agreement (clause 49.2(c)).

## Division 3 – Leave

### 49. Parental Leave

#### 49.1 Relationship with By-laws, National Employment Standards and other instruments

- (a) The provisions of this clause set out all entitlements in relation to parental leave, and replace all By-law provisions relating to maternity, paternity, parental and adoption leave, except for those provisions applying to compulsory transferees under By-law 53 that are more generous than the entitlements provided under this clause.
- (b) The provisions of this clause are to be read in conjunction with the National Employment Standards to the extent that if this clause provides a lesser entitlement than the National Employment Standards; the National Employment Standards will apply.

#### 49.2 Definitions

For the purposes of this clause:

- (a) “continuous service” in relation to a period of service by an Employee, means a period of service with an Employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, a State or a Territory.
- (b) “de facto spouse” means 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) “eligible casual Employee” means a casual Employee engaged by an Employer on a regular and systematic basis for a sequence of periods of employment during a period of:
  - (i) at least 12 months; or
  - (ii) less than 12 months, provided that the Employee has undertaken a previous engagement with the Employer, and
    - A. the Employer terminated the previous engagement;
    - B. there was not more than three 3 months break between the two engagements; and
    - C. the length of the two engagements is at least 12 months.

- (d) “Employee Couple” means a couple who are accessing the benefits of sub-clause 49.8 both of whom are NTPS Employees and have completed a minimum of 12 months continuous service.
- (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) “parental leave” means any of the types of leave stated in sub-clause 49.3.
- (h) “primary carer” means an Employee who has primary responsibility for the care of a child.
- (i) “spouse” includes a de facto spouse, former spouse or former de facto spouse.

#### 49.3 Types of Parental Leave

- (a) Subject to an Employee satisfying any specified qualifying requirements, the types of parental leave available under this clause are summarised in the following table:

Clause	Type of leave	Paid leave	Unpaid leave	Total paid and unpaid leave
49.4(a)(i)	Ordinary maternity – 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks (1 year)
49.4(a)(ii)	Ordinary maternity – 36 months (based on at least 1 and less than 5 years continuous service)	14 weeks (or 28 weeks at half pay)	142 weeks	156 weeks (3 years)
49.4(a)(iii)	Ordinary maternity - 36 months - (based on at least 5 years continuous service)	18 weeks (or 36 weeks at half pay)	138 weeks	156 weeks (3 years)
49.5(a)(i)/ 49.5(d) / 49.5 (b)	Special maternity - pregnancy related illness - unpaid	-	As stated in medical certificate up to maximum 52 weeks	As stated in medical certificate up to maximum 52 weeks
49.5(a)(ii)/ 49.5 (e)(i)/ 49.5(e)(ii) / 49.5 (b)	Special maternity - end of pregnancy - unpaid	-	As stated in medical certificate, up to maximum 52 weeks	As stated in medical certificate, up to maximum 52 weeks
49.5(a)(ii)/ 49.5(e)(iii) / 49.5 (b)	Special maternity – end of pregnancy - (based on at least 1 and less than 5 years continuous service)	As stated in medical certificate, up to maximum 14 weeks (or 28 weeks at half pay)	As stated in medical certificate, up to maximum 38 weeks	As stated in medical certificate, up to maximum 52 weeks

Clause	Type of leave	Paid leave	Unpaid leave	Total paid and unpaid leave
49.5(a)(ii) / 49.5(e)(iv) / 49.5 (b)	Special maternity – end of pregnancy - (based on at least 5 years continuous service)	As stated in medical certificate, up to maximum 18 weeks (or 36 weeks at half pay)	As stated in medical certificate, up to maximum 34 weeks	As stated in medical certificate, up to maximum 52 weeks
49.6(a)(i)	Unpaid paternity/partner (less than 12 months continuous service, or eligible casual)	-	3 weeks	3 weeks
49.6(a)(ii)	Paternity/partner (based on at least 1 and less than 5 years continuous service)	1 week (or 2 weeks at half pay)	2 weeks	3 weeks
49.6(a)(iii)	Paternity/partner (based on at least 5 years continuous service)	2 weeks (or 4 weeks at half pay)	1 week	3 weeks
49.6(a)(iv)	Paternity/partner 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks (1 year)
49.6(a)(v)	Paternity/partner – 36 months– unpaid	-	36 months	36 months (3 years)
49.7(a)	Leave to attend interviews prior to adoption	-	2 days	2 days
49.7(b)(i)	Adoption (primary carer upon initial placement of child) – 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks
49.7(b)(ii)	Adoption (primary carer upon initial placement of child) – 36 months (based on at least 1 and less than 5 years continuous service)	14 weeks (or 28 weeks at half pay)	142 weeks	156 weeks (3 years)
49.7(b)(iii)	Adoption (primary carer upon initial placement of child) – 36 months (based on at least 5 years	18 weeks (or 36 weeks at half pay)	138 weeks	156 weeks (3 years)

Clause	Type of leave	Paid leave	Unpaid leave	Total paid and unpaid leave
	continuous service)			
49.7(c)(i)	Adoption (partner) – 3 weeks at time of placement– (less than 12 months continuous service, or eligible casual)	-	3 weeks	3 weeks
49.7(c)(ii)	Adoption (partner) – 3 weeks at time of placement – (based on at least 1 year and less than 5 years continuous service)	1 week	2 weeks	3 weeks
49.7(c)(iii)	Adoption (partner) – 3 weeks at time of placement – (based on at least 5 years continuous service)	2 weeks	1 week	3 weeks
49.7(c)(iv)	Adoption (partner) – 52 weeks– (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks
49.7(c)(v)	Adoption (partner) – 36 months	-	36 months	36 months (3 years)
49.7(h)	Pre-Adoption Leave to attend interviews – casual employees	-	2 days	2 days

(b) Except where otherwise stated in this clause:

- (i) parental leave is to be available to only one parent at a time (except whilst on concurrent leave), in a single unbroken period;
- (ii) where an Employee and his or her spouse alternate as the primary care-giver:
  - A. the stated maximum period of parental leave available to the Employee will be reduced by any period of parental leave taken by the Employee’s spouse, so that the combined total of parental leave taken by the Employee and his or her spouse does not exceed the stated maximum period;
  - B. the first interchange may be made at any time and subsequent interchanges will be for a period of at least 12 months, unless otherwise approved by the CEO; and
  - C. only one Employee is entitled to access paid parental leave under this clause.

- (c) Weekends, public holidays, programmed days off and rostered days off are part of maternity leave and do not extend the period of leave.
- (d) With the exception of eligible casual Employees and unless otherwise provided, this clause does not apply to Employees engaged on a casual basis.
- (e) Eligible casual Employees are only entitled to access the unpaid parental leave entitlements set out in sub-clauses 49.4(a)(i), 49.5(a), 49.5(e)(i), 49.5(e)(ii), 49.6(a)(i), 49.6(a)(iv), 49.7(a), 49.7(b)(i), 49.7(c)(i) and 49.7(c)(iv).

#### 49.4 Ordinary Maternity Leave

- (a) Subject to the requirements of this sub-clause, an Employee may access any one of the following ordinary maternity leave entitlements:
  - (i) up to 52 weeks unpaid leave, where the Employee has less than 12 months continuous service;
  - (ii) up to three years leave, with the first 14 weeks to be paid, provided the Employee has completed at least one (1) and less than five (5) years continuous service at the time of commencing leave; or
  - (iii) up to three (3) years leave, with the first 18 weeks to be paid, provided the Employee has completed five (5) or more years continuous service at the time of commencing leave.
- (b) Where an Employee's qualifying period of 12 months continuous service referred to in paragraph (a)(ii) ends within 14 weeks of the date on which the Employee commenced ordinary maternity leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (c) Where an Employee's qualifying period of five (5) years continuous service referred to in paragraph (a)(iii) ends within 18 weeks of the date on which the Employee commenced ordinary maternity leave, paid leave will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (d) To be entitled to ordinary maternity leave, an Employee must give her Employer the following notice and documents:
  - (i) not less than 10 weeks before the expected date of the birth, a medical certificate stating the expected date of birth;
  - (ii) not less than four (4) weeks before the intended date of commencement of leave, written notice of the date on which the Employee intends to commence leave and the period of leave to be taken, along with a statutory declaration stating that the Employee intends to be the child's primary care-giver at all times whilst on leave; and
  - (iii) as soon as is practicable, a copy of the child's birth certificate.
- (e) The Employee will not be in breach of paragraph (d) if the failure to give the required notification and documents is because of the birth occurring earlier than expected or any other compelling circumstance.
- (f) An Employee may commence ordinary maternity leave at any time within six (6) weeks immediately prior to the expected date of birth.

- (g) Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth, the Employee must provide a medical certificate stating that she is fit to work on her normal duties.
- (h) The Employer may require the Employee to start ordinary maternity leave if the Employee:
  - (i) does not give the Employer the requested certificate within seven (7) days after the request; or
  - (ii) within seven (7) days after the request for the certificate, gives the Employer a medical certificate stating that the Employee is unfit to work.
- (i) Where a pregnant Employee who has already complied with the requirements of paragraph (d) provides the CEO with a medical certificate from a medical practitioner stating that the Employee is fit to work, but illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the CEO must, if reasonably practicable, transfer the Employee to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of ordinary maternity leave.
- (j) If it is not reasonably practicable to transfer the Employee to a safe job, the Employee may take paid leave, or the Employer may require the Employee to take paid leave immediately for a period which ends at the earliest of either:
  - (i) the end of the period stated in the medical certificate;
  - (ii) the day before the Employee commences ordinary maternity leave; or
  - (iii) the day before the end of the pregnancy.
- (k) Where an Employee's child dies during a period of ordinary maternity leave, the Employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the Employee elects to resume duty, in which case the provisions of sub-clause 49.14 apply.
- (l) Subject to paragraph (d), where an Employee becomes pregnant whilst on a period of ordinary maternity leave, the employee can elect to commence another period of leave, in accordance with sub-clause 49.4(a)(i), 49.4 (a)(ii) or 49.4(a)(iii) from the date of the birth of the child resulting from the subsequent pregnancy.

#### 49.5 Special Maternity Leave

- (a) In addition to any paid sick leave entitlements available to an Employee, subject to the requirements of this sub-clause, an Employee who has not yet commenced ordinary maternity leave is entitled to take special maternity leave where:
  - (i) She has a pregnancy related illness; or
  - (ii) She has been at least 12 weeks pregnant and the pregnancy has ended other than by the birth of a living child.
- (b) The period of special maternity leave that an Employee is entitled to take is such period as a registered medical practitioner certifies as necessary, provided that the maximum period of special maternity leave is 52 weeks.

- (c) The period of special maternity leave must end before the Employee starts any period of ordinary maternity leave.
- (d) Special maternity leave taken by an Employee under paragraph (a)(i):
  - (i) will be unpaid,
  - (ii) must end before the Employee starts any period of ordinary maternity leave; and
  - (iii) will be deducted from the maximum period of ordinary maternity leave that the Employee is entitled to take.
- (e) Special maternity leave taken by an Employee under paragraph (a)(ii) will be:
  - (i) unpaid if the pregnancy ended more than 20 weeks before the expected date of the birth;
  - (ii) unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the Employee has not completed 12 months continuous service, at the time of commencing leave; or
  - (iii) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the Employee has completed 12 months continuous service at the time of commencing leave.
  - (iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the Employee has completed five (5) years continuous service at the time of commencing leave.
- (f) Where an Employee's qualifying period of 12 months continuous service referred to in paragraph (e)(iii) ends within 14 weeks of the date on which the Employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (g) Where an Employee's qualifying period of five (5) years continuous service referred to in paragraph (e)(iv) ends within 18 weeks of the date on which the Employee commenced leave, paid leave will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (h) To be entitled to special maternity leave an Employee must as soon as is reasonably practicable, give her Employer a written application stating the date on which the Employee proposes to commence the leave and the period of leave to be taken; and
  - (i) in the case of special maternity leave taken under paragraph (a)(i), a medical certificate from a medical practitioner stating that the Employee is unfit to work for a stated period because of a pregnancy related illness; and
  - (ii) in the case of special maternity leave taken under paragraph(a)(ii), a medical certificate from a medical practitioner stating that:

- A. the Employee's pregnancy has ended after the first 12 weeks of the pregnancy, other than by the birth of a living child; and
- B. the Employee will be unfit for work for a stated period.

49.6 Paternity/Partner Leave

(a) Subject to the requirements of this sub-clause, an Employee may access the following paternity/partner leave entitlements:

- (i) in the case of an Employee who has not completed 12 months continuous service, or an eligible casual Employee, up to three (3) weeks of unpaid paternity/partner leave to be taken within the week starting on the day that the Employee's spouse begins to give birth, with such leave able to be taken at the same time that the Employee's spouse is taking paid or unpaid maternity leave;
- (ii) in the case of an Employee who has completed at least one (1) year and less than five (5) years continuous service at the time of commencing leave, one (1) week of paid leave and two (2) weeks unpaid leave, to be taken within the week starting on the day that the Employee's spouse begins to give birth, with such leave able to be taken at the same time that the Employee's spouse is taking paid or unpaid maternity leave;
- (iii) in the case of an Employee who has completed five (5) or more years continuous service at the time of commencing leave, two (2) weeks of paid leave and one (1) week of unpaid leave, to be taken within the week starting on the day that the Employee's spouse begins to give birth, with such leave able to be taken at the same time that the Employee's spouse is taking paid or unpaid maternity leave;
- (iv) up to 52 weeks unpaid paternity/partner leave where the Employee has less than 12 months continuous service, and provided that such leave must end within 24 months of the date of the birth of the child and the Employee is the primary carer for the duration of this leave;
- (v) up to three (3) years unpaid paternity/partner leave, provided that such leave must end within 36 months of the date of the birth of the child and the Employee has completed 12 months of continuous service and is the primary carer for the duration of this leave;
- (vi) if the CEO agrees, leave taken under paragraphs (i), (ii) or (iii) may:
  - A. commence earlier than otherwise permitted; or
  - B. commence any time after the birth but must end within eight (8) weeks after the birth.

(b) To be entitled to paternity/partner leave, an Employee must give the Employer the following notice and documents:

- (i) in the case of paternity/partner leave under paragraph (a)(i), (a)(ii) or (a)(iii):
  - A. not less than 10 weeks before the expected date of the birth, a medical certificate stating that the Employee's spouse is pregnant and the expected date of the birth; and

- B. as soon as is reasonably practicable, written notice of the dates on which the Employee proposes to start and finish the period of paternity/partner leave; and
- (ii) in the case of paternity/partner leave under paragraph (a)(iv) or (a)(v):
  - A. not less than 10 weeks before the intended date of commencement of leave:
    - 1) written notice of the dates on which he or she proposes to start and finish the period of paternity/partner leave; and
    - 2) a statutory declaration stating that the Employee intends to be the child's primary care-giver at all times while on paternity/partner leave; and
  - B. as soon as reasonably practicable, a copy of the child's birth certificate.
- (c) The Employee will not be in breach of paragraph (b) if the failure to give the required period of notice is because of the birth occurring earlier than expected or any other compelling circumstance.
- (d) Where an Employee's child dies during a period of paternity/partner leave under paragraph (a)(iv) or (a)(v) the Employee may continue on leave for maximum period of 52 weeks from the date of commencement of leave, unless the Employee elects to resume duty, in which case the provisions of sub-clause 49.14 apply.

#### 49.7 Adoption Leave

- (a) Subject to the requirements of this sub-clause, an Employee who is adopting a child is entitled to up to 2 days unpaid leave to attend any interviews or examinations required to obtain the adoption approval, which may be taken together or as separate periods.
- (b) Subject to the requirements of this sub-clause, an Employee who is nominated as the primary carer at the time of initial placement of the child may access any one of the following adoption leave entitlements:
  - (i) up to 52 weeks unpaid leave, which may commence at any time in the two (2) weeks before the date of placement and must end within 52 weeks of the date of the placement where the Employee has less than 12 months continuous service;
  - (ii) up to three (3) years leave, which may commence at any time in the two (2) weeks before the date of placement and must end within 36 months of the date of the placement, with the first 14 weeks to be paid, provided the Employee has completed at least one (1) year and less than five (5) years continuous service at the time of commencing leave; or
  - (iii) up to three (3) years leave, which may commence at any time in the two (2) weeks before the date of placement and must end within 36 months of the date of the placement, with the first 18 weeks to be paid, provided the Employee has completed at least five (5) years continuous service at the time of commencing leave.

- (iv) where an Employee's qualifying period of 12 months continuous service referred to in paragraph (ii) ends within 14 weeks of the date on which the Employee commenced adoption leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
  - (v) where an Employee's qualifying period of five (5) years continuous service referred to in paragraph (iii) ends within 18 weeks of the date on which the Employee commenced adoption leave, paid leave will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (c) Subject to the requirements of this sub-clause, an Employee who is a partner may access any one of the following adoption leave entitlements:
- (i) in the case of an Employee who has not completed 12 months continuous service, or an eligible casual Employee, up to three (3) weeks unpaid adoption leave which may commence at any time in the two (2) weeks before the date of placement, and can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave;
  - (ii) in the case of an Employee who has completed at least one (1) year and less than 5 five (5) years continuous service at the time of commencing leave, up to 3 three (3) weeks adoption leave, including one (1) week paid leave, which may commence at any time in the two (2) weeks before the date of placement, and can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave;
  - (iii) in the case of an Employee who has completed five (5) or more years continuous service at the time of commencing leave, up to three (3) weeks adoption leave, including two (2) weeks paid leave, which may commence at any time in the two (2) weeks before the date of placement, and can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave;
  - (iv) up to 52 weeks unpaid adoption leave, where the Employee has less than 12 months continuous service and is the primary carer for the duration of this leave, and provided that such leave must end within 24 months of the date of placement of the child;
  - (v) up to three (3) years unpaid adoption leave, provided that such leave must end within 36 months of the date the placement and the Employee has completed more than 12 months continuous service and the Employee is the primary carer for the duration of this leave.
  - (vi) if the CEO agrees, leave taken under paragraphs (c) (i) to (iii) may commence earlier than otherwise permitted; or commence any time after the day of the placement of the child but must end within eight (8) weeks after the date of placement;
- (d) To be entitled to adoption leave, an Employee must give the employer the following notification and documents:
- (i) written notification of the intention to apply for adoption leave as soon as is reasonably practicable after receiving notice of the approval of the placement of the child;

- (ii) written application stating the dates on which the Employee proposes to start and finish the period of adoption leave:
  - A. not less than 14 days before the proposed day of the placement in the case of adoption leave taken under paragraph (c) (i) to (iii); and
  - B. not less than 10 weeks before the first day of the proposed leave in the case of adoption leave taken under paragraphs (b)(i) to (iii) and (c)(iv) to (v).
- (iii) before the Employee begins a period of adoption leave:
  - A. a statement from the adoption Agency stating the day when the placement is expected to start;
  - B. in the case of adoption leave taken under paragraphs (b)(i) to (iii) and (c)(iv) to (v) a statutory declaration stating that the Employee intends to be the child's primary care-giver at all times while on adoption leave.
- (e) The Employee will not be in breach of paragraph (d) if the failure to give the required period of notice is because the Employee is not given sufficient notice of the expected day of placement to enable compliance, or any other compelling circumstance.
- (f) Where an Employee has commenced a period of adoption leave and the adoption is discontinued for any reason (including the death of the child), the entitlement to adoption leave may continue for maximum period of 52 weeks from the date of commencement of leave, unless the Employee elects to resume duty, in which case the provisions of sub-clause 49.14 apply.
- (g) Subject to paragraph (d), where an Employee exercising adoption leave under paragraph (b) (i) to (iii) adopts another child during the period of leave, the period of leave may be extended up to three (3) years from the date of placement of the child relating to the second adoption.
- (h) A casual Employee is entitled to:
  - (i) Up to two (2) days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child; and
  - (ii) The leave may be taken as:
    - A. a single continuous period of up to two (2) days; or
    - B. any separate periods to which the employee and CEO agree.
  - (iii) Notice and evidence requirements:
    - A. the notice must be given to the CEO as soon as practicable (which may be a time after the leave has started); and
    - B. the notice must advise the CEO of the period, or expected period, of the leave.

- (iv) An employee who has given his or her CEO notice of the taking of unpaid pre-adoption leave must, if required by the CEO, provide evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as required in order to obtain approval for employee's adoption of a child.

49.8 Combined Parental Leave

- (a) An Employee Couple (as defined in sub-clause 49.2(d)), provided each satisfies the service requirements, may elect to combine their parental leave entitlements provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three (3) years from the commencement of the leave;
- (b) Combined Parental Leave is subject to:
  - (i) provision of all applicable notice and evidence requirements under this clause;
  - (ii) Clause 49.14 (a), where the birth giver may not return to work any less than six (6) weeks after the date of birth of the child.
  - (iii) the birth giver using a minimum of:
    - A. six (6) weeks unpaid maternity leave in accordance with sub-paragraph 49.4 (a)(i); or
    - B. six (6) weeks paid maternity leave in accordance with sub-paragraph 49.4(a)(ii) or 49.4(a)(iii);
  - (iv) concurrent leave being used by the Employee Couple for a maximum of eight (8) weeks from the time of birth;
  - (v) the balance of the combined leave being used by the member of the Employee Couple who has submitted a statutory declaration in which he or she stated that he or she intends to be the primary caregiver for the total remaining unpaid leave balance; and
  - (vi) a maximum of two (2) interchanges of Employees sharing the combined Parental Leave.

49.9 Parental Leave at Half Pay

- (a) An Employee who is entitled to paid parental leave under this clause may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.
- (b) Where an Employee applies to extend the period of paid leave under paragraph:
  - (i) Leave entitlements will accrue as if the Employee had utilised the amount of parental leave at full pay;  

For example, if an Employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the Employee had used 14 weeks at full pay, and no leave

entitlements will accrue over the final 14 weeks of parental leave on half pay.

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

#### 49.10 Access to Other Leave Entitlements While on Parental Leave

- (a) An Employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements anytime within 24 months from time of birth or date of placement.
- (b) An Employee on unpaid parental leave may access accrued personal leave entitlements at anytime within 52 weeks from time of birth or day of placement.
- (c) An Employee may only access accrued personal leave under paragraph (b) if he or she provides a certificate from a registered health practitioner.
- (d) An Employee may not access accrued recreation leave, long service leave, or personal leave entitlements during any period of parental leave occurring outside the time periods stated in paragraphs (a) and (b) and any such accrued leave will be frozen until such time as the Employee resumes duty or ceases employment.
- (e) Where an Employee on parental leave accesses other leave entitlements under this sub-clause, the maximum period of parental leave will not be extended.

#### 49.11 Employment While on Parental Leave

- (a) Subject to the CEO's approval, an Employee on parental leave without pay may return to duty for any period with the Agency, or another Agency.
- (b) An Employee on parental leave without pay may engage in outside employment in accordance with the PSEM Act.
- (c) Employment under paragraphs (a) or (b) above will not:
  - (i) Prevent the Employee from re-commencing parental leave; or
  - (ii) Extend the maximum period of parental leave.

#### 49.12 Communication During Parental Leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the CEO will take reasonable steps to:
  - (i) Make information available in relation to; and
  - (ii) Provide an opportunity for the Employee to discuss, any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee will take reasonable steps to inform the CEO about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the

Employee intends to request to return to work on a part-time basis in accordance with sub-clause 49.15(a)(ii).

#### 49.13 Variation of Period of Parental Leave

- (a) In accordance with the NES, an Employee may extend the nominated period of parental leave stated in his or her application under clause 49.4(a), 49.6(a)(iv), 49.6(a)(v), 49.7(b)(i), 49.7(b)(ii), 49.7(b)(iii), 49.7(c)(iv) or 49.7(c)(v) on one occasion to a total of up to the 52 weeks by giving the Employer at least four (4) weeks notice before the end of the nominated period, stating the period by which the leave will be extended;
- (b) The period of parental leave may be further extended (up to the stated maximum period, ie. 52 weeks or 3 years) or shortened by written agreement between the Employee and CEO. An application under this section must be made at least four (4) weeks before the end of the nominated period. Responses to requests will be in accordance with sub-clause 49.15(b).

#### 49.14 Returning to Work After a Period of Parental Leave

- (a) An Employee on ordinary maternity leave may not return to work any less than six (6) weeks after the date of birth of the child.
- (b) An Employee must give the CEO written notice of the date on which he or she intends to return to work following a period of parental leave as follows:
  - (i) four (4) weeks where the Employee has been on parental leave for a period of up to 52 weeks; or
  - (ii) 12 weeks where the Employee has been on parental leave for a period in excess of 52 weeks.
- (c) An Employee returning from a period of up to 24 months' parental leave is entitled to the position which he or she held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an Employee who:
  - (i) was transferred to a safe job under sub-clause 49.4(i) prior to commencing leave, to the position held immediately prior to such transfer; or
  - (ii) was promoted to a new position during the period of parental leave, to the new position.

#### 49.15 Right to Request

- (a) To assist in reconciling work and parental responsibilities, an Employee is entitled to request that the CEO allow the Employee:
  - (i) To extend the period of parental leave which may be taken at the same time as the Employee's spouse under sub-clauses 49.6(a)(i), 49.6(a)(ii), 49.6(a)(iii), 49.7(c)(i), 49.7(c)(ii) and 49.7(c)(iii) to a maximum period of eight weeks (provided that such extension will not increase the amount of paid leave);

- (ii) To return to work on a part-time basis until the child reaches school age, provided that such request is made not less than eight (8) weeks prior to the date that the Employee is due to return to work.
- (iii) Where the Employee has completed 52 weeks parental leave, subject to providing four (4) weeks notice prior to the end of the nominated period, to extend by a further 52 weeks, the period of:
  - A. ordinary maternity leave under sub-clause 49.4(a); or
  - B. paternity/partner leave under sub-clause 49.6(a)(iv) or 49.6(a)(v); or
  - C. adoption leave under sub-clause 49.7(b)(i), 49.7(b)(ii), 49.7(b)(iii), 49.7(c)(iv) or 49.7(c)(v).
- (b) The CEO will consider the request and respond in writing within 21 days having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the request on the Agency's business, including cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The Employee's request and the CEO's decision in respect of the request must be recorded in writing.
- (d) Any additional parental leave granted under paragraphs (a)(i) and (a)(iii) will be unpaid.
- (e) An Employee who has completed three (3) years of parental leave (associated with one birth) may request Special Leave Without Pay in accordance with By law 16 to access a further period of leave to care for his or her child. Any leave granted by the CEO in accordance with By law 16 is not subject to this clause.

#### 49.16 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of another Employee taking parental leave.
- (b) Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the return to work rights of the Employee who is being replaced.

#### 49.17 Effect of Parental Leave on Service

- (a) A period of parental leave does not break an Employee's continuity of service.
- (b) Subject to paragraph (d) below, any period of paid parental leave, including paid leave as a result of access to accrued entitlements under sub-clause 49.10 will count as service.
- (c) Subject to paragraph (e) below, any period of unpaid parental leave will not count as service.
- (d) Where any Employee elects to take paid parental leave at half pay in accordance with sub-clause 49.9, only the first 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.

- (e) With the exception of any period during which the Employee is engaged in outside employment during normal working hours, the first 14 weeks of unpaid maternity or adoption leave, will count as service.

49.18 Superannuation Contributions during Period of Parental Leave

- (a) This provision is to provide Employer superannuation contributions benefits to female employees who may take unpaid leave during the first six months of their parental leave.
- (b) An Employee who is either the birth giver or primary carer in the case of adoption leave, for the first six (6) months of parental leave will continue to receive Employer superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, for the first six (6) months of parental leave.

## 50. Compassionate Leave

50.1 For the purposes of this clause:

- (a) “child” means birth, an adopted, step, exnuptial or adult child;
- (b) “de facto spouse” means 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 a spouse, child, parent, grandparent, grandchild, or sibling of the Employee or of a spouse of an Employee; and
- (d) “spouse” includes a former spouse, de facto spouse and former de facto spouse.

50.2 The provisions of this clause apply to Employees other than casual Employees and replace all Schedule and By-law provisions relating to Bereavement Leave.

50.3 In the event of the death of, or a serious illness posing a threat to the life of an Employee's immediate family or household member:

- (a) an Employee is entitled to three (3) days of paid compassionate leave. Such leave may be taken as a block of three (3) days for each occasion, in broken periods of at least one day, or as agreed between the Employee and the CEO; or
- (b) a casual Employee is entitled to two (2) days of unpaid compassionate leave for each occasion. Such leave may be taken as a block of two (2) days for each occasion, in broken periods of at least one (1) day or as agreed between the Employee and the CEO.

50.4 The CEO may require an Employee to produce documentary evidence of the need for compassionate leave.

50.5 In addition to the paid entitlement under sub-clause 50.3, the CEO may grant a period of unpaid compassionate leave once the entitlement to paid leave is exhausted.

## 51. Personal Leave

51.1 General

- (a) This clause sets out entitlements in relation to personal leave taken by an Employee:
  - (i) because of a personal illness or injury suffered by the Employee (sick leave); or
  - (ii) to provide care and support to a member of the Employee’s immediate family or household who requires such care and support because of:
    - A. a personal illness or injury of the member; or
    - B. an unexpected emergency affecting the member (carer’s leave).
- (b) The provisions of this clause replace all By-law provisions relating to sick leave and carer’s leave.

## 51.2 Definitions

The following definitions will apply for the purpose of this clause:

- (a) “child” means birth, an adopted, step, exnuptial or adult child;
- (b) “defacto spouse” means 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” member means a spouse, child, parent, grandparent, grandchild, or sibling of the Employee or 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” includes a former spouse, a defacto spouse or a former defacto spouse.

## 51.3 Paid Personal Leave Entitlement

- (a) A permanent Employee is entitled to:
  - (i) three (3) weeks paid personal leave on commencement of employment; and
  - (ii) three (3) weeks paid personal leave annually on the anniversary of the Employee’s commencement date.
- (b) A Temporary Employee is entitled to:
  - (i) two (2) days paid personal leave on commencement of employment;

- (ii) Up to one week of paid personal leave for each period of two (2) months service provided that the total leave does not exceed three (3) weeks within the first 12 months of service; and
  - (iii) three (3) weeks paid personal leave annually on the anniversary of the Employee's commencement date.
- (c) Where an Employee is permanently appointed immediately following a period of temporary employment, the provisions of paragraph (a) will be taken to have applied from the date of commencement of temporary employment, and the Employee's personal leave record will be adjusted accordingly.
  - (d) A part time Employee will receive paid personal leave on a pro-rata basis in accordance with his/her 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) leave on account of illness where the absence is without pay and not covered by documentary evidence;
    - (ii) unauthorised absence; or
    - (iii) leave without pay that does not count as service.

#### 51.4 Accessing Paid Personal Leave

- (a) Subject to the requirements of sub-clauses 51.6 and 51.7, an Employee is entitled to access paid personal leave up to a maximum of his or her accrued personal leave entitlement.
- (b) An Employee may access personal leave without providing documentary evidence, up to a maximum of five (5) days or the equivalent number of hours of duty per personal leave year, provided that no more than three (3) of those days may be consecutive working days or the equivalent number of hours of duty.
- (c) An Employee may elect to access personal leave at half pay where the absence is at least one (1) day.

#### 51.5 Additional Personal Leave

- (a) Subject to the requirements of sub-clauses 51.6 and 51.7, an Employee who has exhausted his/her entitlement to paid personal leave is entitled to access up to two (2) days unpaid carer's leave on each occasion that he/she requires carer's leave . This may be taken as a single unbroken period of up to two (2) days or any separate periods as agreed between the Employee and the CEO.
- (b) After considering all relevant circumstances, the CEO may grant:
  - (i) an amount of unpaid leave in excess of the amount specified in paragraph (a).

- (ii) additional sick/carer's leave on half pay, which cannot be converted to full pay; or
- (iii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be sick/carer's leave for all other purposes under the provisions of this clause.

(c) The provisions of paragraphs (a) and (b)(i) apply to casual Employees.

#### 51.6 Notice Requirements

An Employee must make all reasonable effort to advise his/her manager as soon as reasonably practicable on any day of absence from his or her 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 his/her manager by telephone of such absence at the first opportunity of such absence.

#### 51.7 Documentation Requirements

- (a) An Employee must apply for personal leave in writing in the form required by the CEO as soon as it is reasonably practicable for the Employee to make the application.
- (b) Subject to paragraph 51.4(b) to be entitled to personal leave an Employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
  - (i) a medical certificate from a registered health practitioner; or
  - (ii) if it is not reasonably practicable for the Employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside in a remote or regional locality 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 the illness and length of absence.

#### 51.8 Personal leave whilst on other forms of leave

Subject to the requirements of sub-clauses 51.6 and 51.7, an Employee may access paid personal leave during periods of recreation, long service and parental leave.

#### 51.9 Medical examination at the direction of the CEO

- (a) The CEO may direct an Employee to attend an examination by a registered health practitioner approved by the Commissioner where:
  - (i) an Employee is frequently or continuously absent, or expected to be so, due to illness;
  - (ii) it is considered that an Employee's efficiency may be affected due to illness;

- (iii) there is reason to believe that an Employee's state of health may render the Employee a danger to him/herself, other Employees or the public; or
  - (iv) under the Inability provisions under Part 7 of the PSEM Act.
- (b) An Employee directed to attend a medical examination in accordance with paragraph (a) 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 sub-paragraph (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 is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.
  - (d) A conflict of medical opinion between the Employee's registered health practitioner and the findings of the medical examination will be referred to the Northern Territory Medical Advisor for consultation and resolution with the Chief Health Officer.
  - (e) The Northern Territory Medical Advisor or the Chief Health Officer may at their discretion, arrange for a further examination by another approved registered health practitioner, private registered health practitioner or specialist and any associated costs will be borne by the referring Agency.

51.10 Infectious disease

Where an Employee produces documentary evidence that:

- (a) he/ she is infected with, or has been in contact with, an infectious disease as defined under the *Public Health Act*; and
- (b) by reason of any law of the Territory or any State or Territory of the Commonwealth is required to be isolated from other persons,

the CEO may grant

- (c) sick leave for any period during which the Employee actually suffers from illness; or
- (d) recreation leave in relation to any period during which the Employee does not actually suffer from illness.

51.11 War service

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

51.12 Personal leave – Workers Compensation

An Employee is not entitled to paid sick 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.

## 52. Recreation Leave

52.1 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.

52.2 Interpretation

For the purposes of this clause:

- (a) “continuous service” in relation to a period of service by an Employee, means a period of service with the Employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, a State or a Territory
- (b) “month” means a calendar month.
- (c) “shiftworker” means an Employee who works rostered shifts including day shift, evening shift and night shift.
- (d) “year” means a calendar year.

52.3 Recreation Leave

- (a) An Employee (except for a casual Employee) is entitled to:
  - (i) four (4) weeks paid recreation leave per year;
  - (ii) an additional two (2) weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This shall not affect and shall be in addition to the entitlement under paragraph (iii); and
  - (iii) an additional seven (7) consecutive days including non-working days paid recreation leave per year for a seven (7) day shift worker, provided that a shift worker rostered to perform duty on less than 10 Sundays during a year is entitled to additional paid recreation leave at the rate of half a day for each Sunday rostered.
- (b) A rostered overtime shift of three (3) hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in paragraph (a)(iii).

52.4 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 his/her 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 his/her ordinary hours of work or, agreed hours of work if a part-time Employee.
- (e) Recreation leave accumulates from year to year.

#### 52.5 Granting of Leave

The CEO may, on application in writing by the Employee, grant leave for recreation purposes, subject to the Agency's operational requirements.

#### 52.6 Public Holidays

Where a public holiday occurs during recreation leave, the Employee is entitled to payment at the same rate as the rate allowed for recreation leave and the period of the public holiday is not deducted from the Employee's recreation leave entitlement.

#### 52.7 Excess Leave

Where an Employee has recreation leave credits in excess of two (2) years (or three (3) years in the case of a compulsory transferee), the CEO may, on giving a minimum of two (2) months notice, direct the Employee to take recreation leave and the employee must take that leave within a three (3) month period, or a period agreed between the parties, to reduce the accrued leave to the equivalent of two years (or three (3) years in the case of a compulsory transferee) of credit.

#### 52.8 Cash-out of Leave

An Employee may apply, in writing, to the CEO to cash-out an amount of his/her available recreation leave provided that:

- (a) the Employee's remaining accrued entitlement to paid recreation leave is not less than four (4) weeks;
- (b) each cashing out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;
- (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the employee taken the leave that the Employee has forgone; and
- (d) a minimum of five (5) days to be cashed-out on any occasion.

#### 52.9 Illness During Leave

Where an Employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 51 (Personal Leave), the CEO may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

#### 52.10 Payment in lieu

- (a) Where an Employee ceases employment, other than by death, the Employee is entitled to payment in lieu of any available recreation leave entitlement.
- (b) Where an Employee dies, or after consideration of all the circumstances the Commissioner has directed that an Employee 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.

### 53. Christmas Closedown

- (a) The CEO will consult with relevant Employees that the Agency, or part of the Agency, will close down for a nominated period and that close down will occur provided that:
  - (i) at least three (3) months notice in writing is given to Employees prior to the close down period; and
  - (ii) the nominated period falls between 25 December and 1 January.
- (b) Close down 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 close down period. This may occur subject to the CEO:
  - (i) consulting with Employees regarding what staffing resources are required for the period and calling for volunteers to cover the close down period in the first instance; or
  - (ii) if no volunteers are forthcoming, directing Employees with at least two (2) months notice to cover the close down period.
- (c) Employees affected by the closedown period must use either recreation leave, time off in lieu or flex time credits to cover the close down period.
- (d) New Employees, who will not be able to accrue enough leave credits to cover the close down period, may be offered by the CEO, to work additional hours to enable sufficient time off in lieu or flex time credits to be accrued to cover the close down period.

53.2 If an Employee has insufficient recreation leave credits, time off in lieu or flex time credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

### 54. Recreation Leave Loading

#### 54.1 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. Subject to sub-clause (b), the amount of the loading will be the lesser of:

- (i) 17 and one half percent of the value of the annual recreation leave accrued over the previous year based on the Employee's salary, including allowances in the nature of salary; or
  - (ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the September quarter of the previous year.
- (b) In the case of a shift worker who would have been entitled to shift penalties in excess of the maximum payment referred to in paragraph (a)(ii) had the Employee not been on recreation leave, the amount of the recreation leave loading shall be equivalent to the shift penalties.

#### 54.2 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 (b) will be the salary payable had the Employee been employed on 1 January of that year.

#### 54.3 Automatic cash-out

- (a) Where an Employee has two or more recreation leave loadings, the following automatic payment provisions shall 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 shall 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 shall 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.
- (b) The automatic payment of recreation leave loadings shall not apply to shiftworkers.

## **55. Long Service Leave**

- 55.1 Subject to the provisions of this clause, Long Service Leave (LSL) will be utilised as detailed in By-law 8 of the PSEM Act.
- 55.2 The CEO may recognise an Employee's prior service with a recognised Employer, determined by the Commissioner, for LSL purposes after two 2 years service with the NTPS.
- 55.3 An Employee who has not obtained approval from their CEO to delay the utilisation of their LSL beyond the three (3) year limit of By-law 8(2A) will:
- (a) be directed by the CEO to utilise the 10 year LSL credit from a date which suits the needs of the Agency; or
  - (b) have the 10 year LSL credit cashed out from the date determined in (a).
- 55.4 By-law 8(2B)(a) will be read as "to use their entitlement where the Employee on 7 March 1999 is within 10 years of the minimum retirement age of 55 years of age".
- 55.5 For the purposes of By-law 8(8), the minimum period of long service leave an Employee may be granted is seven (7) calendar days.
- 55.6 By-law 8 will be varied to reflect this clause during the life of the Agreement

## **Division 4 – Other**

### **56. Training and Development**

- 56.1 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 life long 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;
- 56.2 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.

56.3 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.

## **57. Access to Computer Training**

57.1 The Parties note that access to computers and to appropriate training in their application in the workplace features strongly in the operations of all agencies.

57.2 The Parties agree that such access and training is not necessarily available in all workplaces, particularly in areas staffed by Employees classified in the Technical and Physical grades.

57.3 The Parties commit to extend and maximise access and training to the areas identified in sub-clause 57.2 during the life of this Agreement.

## **58. Professional Issues**

58.1 Incentives available for Professional Employees

- (a) There are a range of employment incentives available in the NTPS designed to assist agencies in recruiting and retaining Professional classification Employees and which recognise the particular needs of these Employees to build upon and maintain their professional expertise. The following incentives are available to Employees, subject to a CEO's approval:
  - (i) Professional Development Allowance - this allowance is paid to a Professional classification employee on a reimbursement basis to offset professional development costs they have incurred;
  - (ii) Professional 1 Employees - appointment at the third or fourth salary point of that classification dependent on the degree held and in accordance with clause 2.1 of Schedule 6 to this Agreement;
  - (iii) Payment on promotion scheme – this is a scheme which allows a CEO to progress an Employee excluding Senior Professionals to a higher salary increment upon promotion;
  - (iv) Professional 2 Supervisory Allowance – valid until 1 January 2011, this is an allowance which may be paid in circumstances where a Professional 2 employee is required to supervise other Employees at the same classification level. As a result of translating to the new Professional structure from 1 January 2011, supervisory allowances will be absorbed, provided that no Employee will incur a loss in salary;
  - (v) Professional 1 / Professional 2 Progression Scheme – this is a scheme which allows a CEO to progress a Professional 1 Employee to the Professional 2 classification level in certain circumstances; and
  - (vi) Professional Excellence Status Scheme - this is a scheme designed to recognise excellence in professional performance.
- (b) The Commissioner undertakes to positively promote these incentives to CEOs and Employees of the NTPS.

- (c) CEOs will ensure that appropriate application and assessment procedures for these incentives are implemented within their Agencies and Employees have access to ready information on their operation.

## 58.2 Improvements to the Professional Excellence Status Scheme

- (a) Determination 7 of 2008 specifies the arrangements for the Professional Excellence Scheme. It is agreed that the aim of these new arrangements is to make the scheme more accessible whilst maintaining its focus on rewarding employee performance which is significantly higher than that which is ordinarily required of the job. To this end the new Determination reflects the following agreed parameters:
  - (i) The key selection criteria will recognise a significant high level of performance, including an employee's contribution to the attainment of business outcomes, success in leadership roles within a work unit or broader agency level, and standards of service.
  - (ii) The scheme will be available to Senior Professional 1 and Senior Professional 2 Employees. Professional 3 Employees who have been paid at the highest salary increment for this classification for a minimum of two years will also be eligible.
  - (iii) The granting of Professional Excellence Status will be for a period of two years.

## 58.3 Professional Recruitment and Retention Scheme

- (a) Employees or their nominated representatives may make submissions to a CEO on occupational or other relevant groups at the Professional 3 levels within an agency, where there are demonstrated recruitment and retention difficulties and/or where significant market shortfalls relative to similar industry groups and equivalent jobs in other public sector jurisdictions are identified.
- (b) On receipt of a submission under paragraph (a), a CEO will consider the evidence presented, and if necessary, make further enquiries with respect to the submission. The CEO may then make a submission to the Commissioner for the payment of a market allowance or other incentives for the occupational or other relevant group/s.
- (c) In making a submission to the Commissioner under paragraph (b), the CEO's submission should demonstrate and/or address a combination of the following factors:
  - (i) Vacancy rates amongst the relevant group which are above reasonable expectations;
  - (ii) Sustained periods of time where vacancies amongst the relevant group have not been filled due to recruitment and retention difficulties;
  - (iii) Evidence demonstrating action taken by the agency in addressing the identified recruitment and retention issues through other measures;
  - (iv) Employee turnover or attrition rates amongst the relevant group which are above reasonable expectations;

- (v) Evidence of significant market shortfalls for similar industry groups and equivalent jobs in other public sector jurisdictions; and
  - (vi) Any other relevant factors, including specific labour or skill supply issues, significant projects or regional factors.
- (d) Upon receipt of a submission by the CEO, the Commissioner will consider the evidence presented and where satisfied, approve and determine a market allowance or other incentive.
  - (e) Following approval by the Commissioner under paragraph (d), the CEO may publicise the market allowance or other incentive in stand alone and/or interstate recruitment advertising.
  - (f) Existing Employees within the relevant occupational or other group may be eligible to receive the market allowance or incentive as approved by the Commissioner, subject to the Employee satisfying performance measures determined by the CEO.
  - (g) CEO's may also make submissions to the Commissioner on recruitment, retention and market shortfalls with respect to individual Employees in other Professional classifications. Any such submissions should broadly comply with requirements of this clause.

#### 58.4 Professional Development Allowance

- (a) The CEO may, subject to this clause, approve the reimbursement or payment of financial assistance to an Employee who has been employed in the Professional stream to offset professional development costs.
- (b) Payment of the allowance is subject to the following qualifying periods, amounts and conditions:
  - (i) 1 year up to 5 years continuous service as at 1 January 2010 - up to \$500 per annum; or
  - (ii) 5 years or more continuous service as at 1 January 2010 - up to \$1100 per annum;
  - (iii) The allowance amounts outlined in sub clause (b) (i) and (ii) will be indexed by CPI percentages on 1 January each year.
  - (iv) Reimbursement can be made at anytime during the financial year on production of sufficient evidence to substantiate the employee's professional development costs;
  - (v) Reimbursement will be in the form of a lump sum;
  - (vi) The allowance will not count as salary for any purpose;
  - (vii) The allowance will apply to part time Employees on a pro rata basis based upon their contracted hours of employment;
  - (viii) An advance payment of the allowance may be approved at the employee's request in circumstances where the employee is required to

meet substantial costs in advance for an approved professional development activity, eg an interstate conference;

- (ix) As part of the performance planning and review process, an employee and his/her manager may agree to forward plan a professional development activity that may incorporate more than one year's allowance, eg an overseas conference;
  - (x) The production of sufficient evidence by the employee substantiating professional development costs and activity/activities incurred, or to be incurred by him/her, and providing evidence that the employee attended the activity/activities; and
- (c) The allowance is payable for the following professional development activities:
- (i) Fees for professional courses, tuition, conferences or similar;
  - (ii) Fees for professional bodies where membership is essential for professional registration and practice in the Public Sector;
  - (iii) Subscriptions to technical / business publications;
  - (iv) The purchase of technical books; and
  - (v) Air travel to conferences (up to 50% of the allowance).
- (d) The Professional Development Allowance is not paid as a substitute for Agency developmental programs.
- (e) The Commissioner undertakes to amend the guidelines for the allowance to reflect this sub-clause.

#### 58.5 Distance education for Professionals

Employees holding a Professional classification and undertaking an approved distance education course of study are entitled to two days of paid study leave, per approved unit of study, per semester.

### **59. Technical 1 / Technical 2 progression scheme**

As an incentive to assist Agencies in recruiting and retaining Technical Employees and which recognise the particular needs of these Employees to build upon and maintain their technical expertise, the CEO may progress a Technical 1 Employee to the Technical 2 classification level in certain circumstances, as determined by the Commissioner.

### **60. Redeployment and Redundancy**

The Redeployment and Redundancy provisions as set out in Schedule 10 apply in the NTPS.

## **PART 4 – SPECIFIC AGENCY ISSUES**

### **61. Department of Health and Families**

#### 61.1 PCA Handbook

- (a) The Patient Care Assistants' handbook includes categories of Employees such as patient services assistants, hospital assistants and orderlies.
- (b) Any amendment to the PCA handbook will be done in consultation with Employees and their representatives.

#### 61.2 Career Progression

- (a) DHF agrees to the provision of certificate III training for those patient care assistants who were permanent Employees at the time of lodgement of this Agreement.
- (b) DHF will take steps to ensure that appointment as a patient care assistant at the classification level of physical 3 is conditional upon an employee holding a relevant certificate III level qualification.

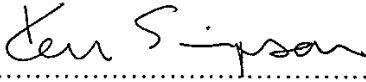
#### 61.3 Service Review

- (a) In consultation with Employees and their representatives, DHF conducted targeted service reviews in hospitals with the objective of moving towards Australian industry standards of service delivery. The reviews included an analysis of:
  - (i) Activity levels, both projected and actual;
  - (ii) Technological improvement;
  - (iii) Workflow and job redesign;
  - (iv) Organisational change; and
  - (v) Staffing levels.
- (b) Employees and their representatives will be advised of the recommendations from any service reviews. The implementation of such recommendations will be subject to approval by the DHF, through appropriate Government decision making processes. In the event that a decision is made not to implement any such recommendations, Employees and their representatives will be advised, in writing, of the reasons for that decision.
- (c) In addition to the service reviews referred to in paragraph (a), the Parties note the rights of Employees under clause 47 to (Workloads) of this Agreement.

### **62. Department of Lands and Planning – Darwin Bus Service**

Driver / Conductors in the Darwin Bus Service will be eligible for a money handling allowance in accordance with the entitlement in sub-clause 5.4 of Schedule 7 and the corresponding rates specified in Schedule 11 of this Agreement.

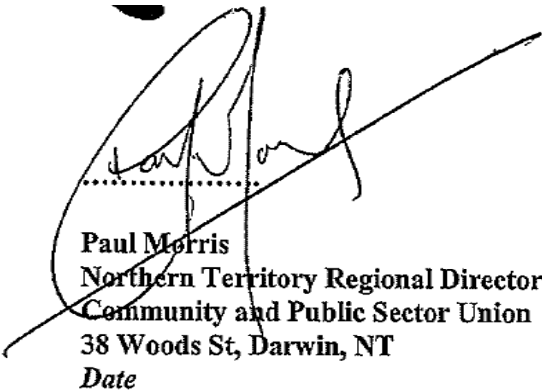
## SIGNATURES



Commissioner for Public Employment

Name: Kenneth Donald Simpson  
Address: GPO Box 4371  
Darwin NT 0801

Dated: 23/11/10



**Paul Morris**  
Northern Territory Regional Director  
Community and Public Sector Union  
38 Woods St, Darwin, NT  
Date

Community and Public Sector Union

Dated:



Liquor, Hospitality and Miscellaneous Union

Name: ERINA EARLY  
Address: GPO 32  
Darwin NT 0801

Dated: 25/11/10

:

Association of Professional Engineers, Scientists and Managers, Australia

Name:  
Address:


Dated:

.....

Australian Manufacturing Workers Union

Name:  
Address:

Dated:

Dated: 30 November 2010  


.....

Communications Electrical Plumbing Union

Name: Peter Simpson, Divisional Branch Secretary  
Address: 41 Peel St Sth Brisbane Q4101.

.....

Transport Workers Union

Name:  
Address:

Dated:

.....

Australian Education Union

Name:  
Address:

Dated:

.....  
Australian Nursing Federation

Name:

Address:

Dated:

*Yvonne Falck*  
3/25 Vanderlin Drive, Wanguri, N-T 0870  
30/11/10

# Schedule 1 Northern Territory Public Sector (General Conditions of Service) Provisions

## 1. Application

The provisions of this Schedule apply to Employees who are members of, or are eligible to become members of, the following unions:

- (a) Association of Professional Engineers, Scientists and Managers Australia;
- (b) Australian Liquor, Hospitality and Miscellaneous Workers Union;
- (c) Australian Manufacturing Workers Union;
- (d) Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;
- (e) Australian Nursing Federation; and
- (f) Community and Public Sector Union.

## 2. Grievance And Dispute Resolution Training

2.1 Leave of absence will be granted to an Employee to attend short training courses or seminars on the following conditions:

- (a) that Agency operating requirements permit the grant of leave; and
- (b) that the scope, content and level of the short course or seminar are directed to a better understanding of grievance handling and dispute resolution.

2.2 Leave granted under 2.1 will be with full pay at ordinary time, excluding shift, penalty or overtime payments, and will count as service for all purposes.

## 3. Engagement of Employees

3.1 A person may be engaged as an Employee on a full-time or part-time basis.

3.2 At the time of engagement each Employee will be informed in writing of the terms of their engagement, including:

- (a) the type of employment;
- (b) whether a probationary period applies and, if so, the expected duration of the period and advice regarding the maximum duration of the period;
- (c) if the person is engaged as a fixed-term Employee, the project or task in relation to which the person has been engaged and/or the duration of the engagement; and
- (d) advice of the main instruments governing the terms and conditions of their employment.

## **4. Increments**

- 4.1 An Employee will be entitled to progress one pay point within the pay scale for the Employee's classification after twelve months continuous service, or after twelve months broken service in the preceding 24 months, at a particular pay point.
- 4.2 An Employee under 21 years of age in a classification in which age rates are payable will progress in accordance with the age rates specified, unless the Employee has complied with a condition of advancement determined by the Commissioner.
- 4.3 An Employee who is promoted will have included for the purpose of calculating the increment date any previous period during which the Employee performed higher duties at the new classification level or a higher classification.

## **5. Allowances**

### **5.1 Higher duties allowance**

- (a) Where an Employee has been directed to temporarily perform duties at a higher classification level, the following provisions apply.
- (b) An Employee directed to perform all or part of the duties of a higher classification will be paid an allowance equal to the difference between the Employee's own salary and the salary the Employee would receive if promoted to the higher classification, or an alternative amount determined and authorised as a percentage of the duties performed where partial performance is directed.
- (c) An Employee under 21 years of age who is paid an age rate and is directed to perform all or part of the duties of a higher classification will be paid an allowance equal to the difference between the Employee's own age rate and the age rate of the higher classification (where applicable) or the salary the Employee would receive if promoted to the higher classification.
- (d) An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.
- (e) An Employee who is directed to perform continuous higher duties for at least four hours will be regarded as being on higher duties for that whole day; performance of higher duties for less than four hours on one day will be disregarded for all purposes.
- (f) An Employee who performs the duties of a higher classification will be subject to the conditions of service of the higher classification, including the criteria determined by the Commissioner or the relevant Schedule for advancement beyond a salary barrier point.
- (g) An Employee who performs the duties of a higher classification which has a maximum annual salary in excess of the maximum annual salary payable to an Administrative Officer 6, for a period of less than one week will not be paid an allowance, and that period will not count as service at the higher classification level unless the Commissioner determines otherwise.
- (h) An Employee who performs the duties of a higher classification for twelve months continuously, or for twelve months in broken periods over a 24 month period, and has met the requirements of clause 27 (Increments) of the Agreement will be paid an increment in accordance with that clause.

- (i) An increment attained by higher duties will be retained for future higher duties at that classification level (or higher).
- (j) An Employee who has been directed to perform the duties of a higher classification and is absent on paid leave or observes a public holiday, will continue to receive payment of higher duties allowance during the absence to the extent of the continued operation of the direction. If the period of paid leave is on less than full pay, the higher duties allowance is adjusted accordingly.

## 5.2 Accident allowance

- (a) An Employee will be paid an allowance equivalent to their normal time salary during a period of absence necessitated by physical injury sustained:
  - (i) because of an act or omission of an Employee (other than the Employee injured) or a person not employed but performing on behalf of the Northern Territory government duties similar to those of the Employee injured; or
  - (ii) as a result of a defect in material or appliances; or
  - (iii) in protecting government property from loss or damage while on duty; or
  - (iv) while travelling between their place of residence and their place of work; or
  - (v) while travelling directly between their place of residence or their place of work and an educational institution at which their attendance is required or expected by the Commissioner; or
  - (vi) in circumstances in which the actions of the Employee are regarded by the Commissioner as so meritorious in the public interest as to warrant special consideration.
- (b) Accident allowance will be paid for an absence necessitated by physical injury of up to four months or a longer period determined by the Commissioner.
- (c) The amount of accident allowance payable will be increased by an amount reasonably incurred in transport, medical and hospital expenses as a result of the injury.
- (d) An Employee will be paid an allowance equivalent to half their normal time salary during a period of absence of up to three months necessitated by physical injury sustained in circumstances other than those in paragraph (a) and not attributable to wilful misconduct, or a longer period determined by the Commissioner.
- (e) An Employee paid an allowance in accordance with paragraph (d) may utilise available sick leave credits on full or half pay to supplement the allowance to the level of their normal time salary.
- (f) The amount of accident allowance payable in accordance with paragraph (d) will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.

- (g) Accident allowance is not payable where an Employee receives benefits in respect of the injury at the same time under the *Occupational Health and Safety (Commonwealth Employees) Act 1991*, the *Northern Territory Workplace Health and Safety Act 2007* or the *Northern Territory Motor Accidents (Compensation) Act*, as amended, but nothing in this clause will reduce the rights of an Employee under those Acts.
- (h) Where an amount of accident allowance or salary in respect of sick leave paid to an Employee is reimbursed to the Employer by the party responsible for the injury or their representative, no deduction of accident allowance or sick leave credits will be made from the Employee injured.

### 5.3 Meal allowance

- (a) An Employee who is required to work overtime after the end of ordinary duty, to the completion of or beyond a meal period without a break for a meal, will be paid a meal allowance in accordance with Schedule 11, in addition to any overtime.
- (b) A meal period means the following periods:
  - (i) 7.00 a.m. to 9.00 a.m.
  - (ii) 12 noon to 2.00 p.m.
  - (iii) 6.00 p.m. to 7.00 p.m.
  - (iv) midnight to 1.00 a.m.
- (c) Meal allowance is also payable to an Employee who is required:
  - (i) after the completion of their ordinary hours of duty for the day, without a break for a meal, to perform extra duties up to the completion of or beyond the next meal period occurring after the completion of that ordinary duty;
  - (ii) after the completion of their ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break;
  - (iii) to perform duty before the commencement of ordinary hours of duty, who breaks for a meal and is not entitled to payment for that break; or
  - (iv) to perform duty on a Saturday, Sunday, public holiday or rostered day off, in addition to their normal weekly hours of duty, extending beyond a meal break and is not entitled to payment for that break.
- (d) The amount of meal allowance payable under paragraph (a) will be adjusted to equal the maximum amount required to obtain a three course meal where such a meal is obtainable by the Employee at a canteen, cafeteria or dining room conducted, controlled or assisted by the Employer.

### 5.4 Northern Territory allowance

An Employee with dependants will be paid Northern Territory allowance in accordance with Schedule 11.

### 5.5 Leave airfare allowance

- (a) An Employee who was:

- (i) employed prior to 1 August 1987; or
- (ii) appointed to the Northern Territory Teaching Service prior to 12 April 1990; or
- (iii) permanently transferred in accordance with the *Public Employment Mobility Act 1989* to the Northern Territory Public Service or the Northern Territory Teaching Service with a date of commencement in public employment preceding 1 August 1987 or 12 April 1990 respectively;

will be paid leave airfare allowance of an amount equivalent to the cost of an economy class return airfare for the Employee and the Employee's recognised dependents between the Employee's usual station and Adelaide, or another destination not exceeding the same cost, on completion of each two years service.

- (b) A dependent in paragraph (a) is:
  - (i) an Employee's spouse or de facto spouse, and children over the age of three years who:
    - A. reside permanently with the Employee;
    - B. are not in receipt of income, the weekly average of which over the six month period immediately preceding the date of accrual of the allowance and over the six month period immediately preceding the date of allowance utilisation, exceeds the weekly minimum adult wage; and
    - C. are not eligible for fares assistance as a term or condition of service from any other source; and
  - (ii) any other person approved by the Commissioner for the purpose.
- (c) The amount of the allowance in respect of children is limited to the cost of an economy class return airfare which would be incurred after discount of any student concession or similar available discount.
- (d) The allowance will be paid on the payday following the date of accrual as a taxable lump sum. An Employee who elects not to be paid the allowance and who does not utilise the allowance prior to the next accrual date will receive payment of the allowance on the payday prior to the next leave airfare allowance accruing.
- (e) An Employee may accrue a maximum of three leave airfare allowances and on the date a fourth allowance accrues the first allowance lapses.
- (f) The allowance is payable in respect of each person travelling during one period of leave or on one application.
- (g) The allowance is not payable in respect of a period of leave without pay except when taken in conjunction with parental leave.
- (h) On cessation of employment, an unused accrued leave airfare allowance in respect of the Employee or dependent may be provided as a one-way entitlement.

- (i) An Employee entitled to receive leave airfare allowance in accordance with paragraph (a) may instead claim kilometre allowance at sub-clause 5.6 and leave travelling time allowance at sub-clause 5.7. An Employee who so elects may at any time revoke the election and request payment of the leave airfare allowance.
- (j) A married Employee employed on or before 31 July 1987 who was compulsorily transferred to the NTPS will be paid leave airfare allowance of an amount equivalent to the cost of an economy class return airfare for the Employee and the Employee's eligible spouse and recognised dependents between:
  - (i) Darwin, and Brisbane, Sydney, Melbourne, Adelaide, or Perth;
  - (ii) Alice Springs, and Brisbane (via Mt Isa), Sydney, Melbourne, Adelaide or Perth (direct flight);
  - (iii) Katherine and Tennant Creek, and Sydney, Melbourne or Adelaide; or
  - (iv) Nhulunbuy, and Brisbane or Sydney (via Mt Isa or Cairns), Melbourne (via Brisbane or Adelaide), Adelaide or Perth (via Darwin);

on completion of each two years service.
- (k) Leave airfare allowance is payable to a married male Employee in respect of a spouse provided the spouse is not employed by the Commonwealth Public Service, a Commonwealth Government authority, the NTPS or a prescribed authority (except if employed in the NTPS on or after 1 August 1987), and in respect of children under the age of eighteen years who reside with the Employee.
- (l) An unmarried Employee employed on or before 31 July 1987 who was compulsorily transferred to the NTPS and who is not maintaining dependent children, is entitled to leave airfare allowance for themselves only.
- (m) An Employee stationed at Katherine, Tennant Creek or Alice Springs who travels to Darwin at the Employee's own expense may be granted leave airfare allowance at a rate calculated from Darwin to Perth in lieu of the normal entitlement to the allowance.
- (n) The maximum allowance payable is the equivalent of the return economy class airfare from the Employee's usual place of employment to the nearest capital city in paragraph (j).
- (o) An Employee in receipt of leave airfare allowance in accordance with paragraph (j) is also entitled to the leave travelling time allowance of sub-clause 5.7 in conjunction with the allowance.
- (p) "spouse" in paragraph (j) includes a partner in a de facto relationship.
- (q) "dependent" in paragraph (j) is a child under the age of eighteen years who resides with an Employee and who is not entitled to fares assistance from any other source, or a child over the age of eighteen years who resides with the Employee and is certified by a medical practitioner as permanently incapacitated.

## 5.6 Kilometre allowance

- (a) An Employee may utilise leave airfare allowance under the provisions of sub-clause 5.5 as kilometre allowance where the Employee chooses to travel by road driving a private vehicle.
- (b) An Employee who utilises leave airfare allowance in accordance with 5.5(j) and undertakes travel by surface transport (bus, train, private vehicle etc.) will be granted leave travelling time allowance for the forward and return journeys.
- (c) The rate of kilometre allowance is at the rate per kilometre determined by the Commissioner for vehicle allowance, and an additional component determined by the Commissioner as passenger allowance rate.
- (d) The maximum allowance payable is the lesser of the kilometre and passenger allowances, and the cost of a return airfare to Adelaide for the Employee and recognised dependents travelling.
- (e) Where travel is undertaken wholly within the Northern Territory, the amount of kilometre allowance payable will equal the economy Adelaide return airfare for the Employee and recognised dependents.
- (f) If applicable, leave travelling time allowance is available in accordance with sub-clause 5.7.

## 5.7 Leave travelling time allowance

- (a) An Employee who chooses to travel by private road vehicle and receive kilometre allowance in lieu of leave airfare allowance is entitled to additional travelling time, the maximum number of days of which will be determined by the Commissioner.
- (b) An Employee who utilises leave airfare allowance in accordance with sub-clause 5.5(j) and undertakes travel by surface transport (bus, train, private vehicle etc.) will be granted leave travelling time allowance for the forward and return journeys.
- (c) Leave travelling time allowance will be provided only where a period of at least four weeks recreation leave is utilised in conjunction with an entitlement to leave airfare allowance, and will not be provided in conjunction with any other leave.
- (d) Leave travelling time allowance will be granted once only in a period of twelve months, and is not available on the cessation of duty.
- (e) Where travel is undertaken to a destination other than Adelaide, the period of travelling time is calculated as one day for each 800 kilometres, less one day for each of the forward and return journeys, to a maximum determined by the Commissioner.
- (f) The number of days travelling time will be added to the end of the period of leave during which the travel is undertaken and will include weekends and programmed days off but exclude public holidays.

5.8 Excess travelling time

- (a) An Employee who is travelling or on duty away from the Employee's usual place of work will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:
  - (i) the Employee's usual hours of duty for the day; and
  - (ii) the time necessarily spent travelling to and from home and the usual place of work.
- (b) Where an Employee's usual place of work is variable within a specified district, the Employer will determine a place within the district as the usual place of work. In this case a minimum of twenty minutes travelling time each way will apply.
- (c) Travelling time includes:
  - (i) the time an Employee has to wait for change of scheduled conveyance between the advertised and actual time of departure;
  - (ii) in the case of an Employee not absent from the Employee's permanent or temporary place of work overnight, the time the Employee spends outside the usual hours of duty for the day in waiting between the time of arrival at the place of work and the time of commencement of work, and between the time of ceasing work and the time of departure of the first available conveyance; and
  - (iii) time spent in travelling on transfer where transfer expenses are allowed, unless the transfer involves promotion;
  - (iv) in the case of an Employee required to perform emergency duty, the time that emergency duty is performed and the time necessarily spent travelling to and from emergency duty.
- (d) Travelling time does not include:
  - (i) time of travelling during which an Employee is required to perform duty other than care of kit;
  - (ii) time of travelling by ship on which accommodation and meals are provided; or
  - (iii) time of travelling by train between 10.30 p.m. and 7.00 a.m. where a sleeping berth is provided, or any time of travelling by train (day or night) between capital cities where a sleeping berth is provided.
- (e) An Employee in a camping party is not entitled to payment of excess travelling time and is required to travel from camp to the place of work within the prescribed hours of work, returning from the place of work to the camp in their own time after ceasing duty, or vice versa as agreed with the Employer.
- (f) An Employee may be required to work at any place within a specified district and to proceed to that place of work instead of the Employee's usual place of work. Any excess travelling time spent by the Employee in proceeding direct to and returning from such a place of work will be dealt with as excess travelling time.

- (g) Payment of excess travelling time will not be made for more than five hours in any one day, and will not be made unless the excess time exceeds:
  - (i) one half hour in any one day; or
  - (ii) two and one half hours in any pay period where the Employee's ordinary hours are confined to five days of the week; or
  - (iii) three hours in any pay period where the Employee's ordinary hours are rostered on six days of the week.
- (h) The rate of payment will be single time on Mondays to Saturdays and time and a half on Sundays and public holidays. The rate of payment in relation (c)(iv) is double time.
- (i) An Employee in receipt of a salary exceeding the first incremental point of the Administrative Officer 4 salary will not be entitled to payment for excess travelling time.

## **6. Hours of Work**

- 6.1 The ordinary hours of duty for all full-time Employees will be 36.75 per week, or 38 hours per week, as specified in a Schedule applicable to the Employee's classification.
- 6.2 Part-time Employees in any classification are employed for less than the ordinary hours of duty specified in this Schedule for an agreed number of regular hours per week with conditions and entitlements as provided in the relevant clauses of this Schedule.
- 6.3 Unless otherwise provided for in this Schedule, the ordinary hours of duty of Employees are confined to the five days Monday to Friday per week.
- 6.4 The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks do not break continuity.
- 6.5 An Employee will not work more than five hours without a meal break.
- 6.6 Saturday duty
  - (a) An Employee, other than a shift worker, who is rostered to perform ordinary duty on a Saturday will be paid at the rate of 140% of the Employee's ordinary rate of pay.
  - (b) The period for which the additional payment for Saturday duty is paid will be calculated to the nearest quarter of an hour of the total amount claimed in a fortnightly period.
    - (i) The additional payment for Saturday duty will be made in respect of any duty an Employee would have performed had the Employee not been on approved recreation leave.
- 6.7 Sunday duty
  - (a) Sunday pay will be granted for any scheduled duty performed between midnight on Saturday and midnight on Sunday.

- (b) An Employee who performs duty on a Sunday not in excess of the prescribed weekly hours will be paid at the rate of 100% in addition to the ordinary rate of pay.
- (c) Overtime worked on a Sunday will be paid for at the rate of double time.
- (d) In the case of a Sunday overtime attendance not continuous with ordinary duty, payment will be subject to the minimum overtime payment provision at sub-clause 7.4 (Minimum payment).
- (e) An Employee who is required to perform a full day's duty on Sunday in addition to the Employee's prescribed hours of duty for the week will be granted one day off during the six days succeeding that Sunday, and in that case, payment for the Sunday attendance will be one day's pay.
- (f) An Employee required to attend for duty on Sunday who has conscientious scruples against Sunday duty is entitled to seek to furnish a substitute.
- (g) Unless authorised by the Commissioner, an Employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Administrative Officer 6 is not eligible to receive payment for, or a period off duty in respect of, overtime duty performed on a Sunday.
- (h) Additional payment for Sunday duty not in excess of prescribed weekly hours will be made for duty an Employee would have performed had the Employee not been on approved Recreation leave.

#### 6.8 Public holiday duty

- (a) Public holiday means a holiday as prescribed in 12 (Public holidays).
- (b) An Employee who is required, whether rostered or not, to perform duty on a holiday not in excess of the prescribed weekly hours will be paid at the rate of 150% in addition to the ordinary rate of pay for the actual time worked on the holiday.
- (c) The minimum extra payment payable under paragraph (b) for each separate attendance will be four hours in the case of Employees who are not in any restriction situation specified in sub-clause 9 (Restriction duty).
- (d) The minimum extra payment payable under paragraph (b) for each separate attendance will be three hours in the case of Employees who are in any restriction situation specified in sub-clause 9 (Restriction duty) other than passive duty or duty Employee.
- (e) Where more than one attendance is involved, the minimum payment provision, subject to a minimum payment of three hours, will not operate to increase an Employee's extra remuneration beyond the amount which would have been received had the Employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.
- (f) For the purposes of paragraphs (b) to (e):
  - (i) duty broken by a meal period will not constitute more than one attendance; and

- (ii) the minimum extra payment will not apply to holiday ordinary duty which, disregarding meal periods, is continuous with ordinary duty occurring on the day preceding or succeeding the holiday.
- (g) Overtime worked on a public holiday will be paid at the rate of two and a half times the Employee's salary rate.
- (h) In the case of a holiday overtime attendance not continuous with ordinary duty, payment will be subject to the minimum overtime payment provision at sub-clause 7.4 (Minimum payment).
- (i) Unless authorised by the Commissioner, an Employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Administrative Officer 6 is not eligible to receive payment for duty other than rostered duty or for overtime worked on a public holiday.
- (j) Where, in a cycle of shifts on a regular roster, an Employee is required to perform rostered duty on each of the days of the week, the Employee will, in respect of a holiday which falls on a day on which the Employee is rostered off duty, be granted one day's leave in lieu of that holiday within one month after the holiday.
- (k) Where it is not practicable to grant a day's leave in accordance with paragraph (j), the Employee will be paid instead one day's pay at the ordinary rate.

## **7. Overtime**

### **7.1 General conditions**

- (a) Overtime is worked by prior direction or, if circumstances do not permit prior direction, is subsequently approved in writing.
- (b) Unless otherwise provided for in clause 10 (Shift work), duty is considered overtime where it is performed on:
  - (i) Monday to Friday outside the span of ordinary hours;
  - (ii) Monday to Friday during the span of ordinary hours but beyond the length of time the Employee is normally required to work on the day concerned; or
  - (iii) a Saturday, Sunday or public holiday.
- (c) A part-time Employee in a classification the minimum salary of which is below the maximum salary of the classification of Administrative Officer 6 will be paid:
  - (i) for all duty performed which is not continuous with the Employee's regular hours as agreed under clause 42.2 of the Agreement;
  - (ii) for all duty performed on any day which is continuous with the Employee's regular hours as agreed under clause 42.2 of the Agreement, which in whole or in part falls outside the period 8.00 a.m. to 6.00 p.m., where the Employee also completes the regular agreed hours of duty on that day; and

- (iii) for duty which is continuous with the Employee's regular hours, which falls wholly within the period 8.00 a.m. to 6.00 p.m., and which exceeds, in any one week, that Employee's regular hours of duty as agreed under clause 42.2 of the Agreement.
- (d) An Employee's salary for the purpose of calculation of overtime will include higher duties and other allowances in the nature of salary.
- (e) Overtime is calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period.
- (f) The hourly rate for overtime payment will be ascertained by applying the following formulae:
- (i) Time and a half rate:
- $$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \frac{3}{2}$$
- (ii) Double time rate:
- $$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \frac{2}{1}$$
- (iii) Double time and a half rate:
- $$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \frac{5}{2}$$
- (g) In applying the relevant formula at paragraph (f), prescribed weekly hours before overtime is payable are 38, with the exception of overtime worked on Sunday and outside ordinary hours on public holidays by Employees whose weekly hours are 36.75 where prescribed weekly hours before overtime is payable are 36.75.
- (h) Unless authorised by the Commissioner, an Employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Administrative Officer 6 is not eligible to receive overtime payment.
- (i) A part-time Employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Administrative Officer 6 will be paid at the Employee's normal hourly rate in respect of duty performed outside the regular agreed hours, subject to the total of regular agreed hours and extra duty not exceeding:
- (i) on any day a maximum of either seven hours and 21 minutes or seven hours and 36 minutes regular and extra duty as applicable to an equivalent full-time Employee; and
- (ii) in any week a maximum of either 36 hours and 45 minutes or 38 hours regular and extra duty as applicable to an equivalent full-time Employee.

- (j) For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.

## 7.2 Time off in lieu

- (a) Time off may be granted in lieu of overtime with the agreement of the Employee at the ordinary time rate. Where time off in lieu of a payment has been agreed, and the Employee has not been granted that time off within a period of eight months, payment at the overtime rate according to the Employee's salary at the time of payment will be made.
- (b) An Employee who is to receive payment in accordance with paragraph (a) and is promoted beyond the salary barrier for payment of overtime, will be paid at the salary rate applicable to the Employee immediately prior to the Employee's promotion.
- (c) The maximum amount of time off in lieu that can be accrued is 40 hours, although no upper limit applies to seasonal workers.
- (d) Where an Employee performs a full day's duty on Sunday in addition to the Employee's prescribed hours of duty for the week, the Employee will, wherever practicable, be granted a day off during the following week. Where this occurs, an Employee who is eligible for the payment of overtime will be paid an additional one day's pay, in lieu of the provisions of paragraph 7.3(b).

## 7.3 Rates

- (a) With the exception of rates provided for in clause 10 (Shift work), overtime worked Monday to Saturday will be paid at time and a half for the first three hours and double time thereafter.
- (b) Overtime worked on Sunday will be paid at double time rate.
- (c) Overtime worked on a public holiday will be paid at a rate of double time and a half.

## 7.4 Minimum payment

- (a) The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be four hours at the prescribed overtime rate.
- (b) Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an Employee's overtime remuneration beyond the amount which would have been received had the Employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.
- (c) Where an overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum payment provisions will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.

(d) An Employee who performs overtime while in a restriction situation under clause 9 (Restriction duty), will be entitled to a minimum overtime payment of three hours at the prescribed overtime rate.

(e) The minimum payment provisions do not apply to sub-clause 8(c).

#### 7.5 Reasonable Overtime

(a) Subject to paragraph (b) an Employer may require an Employee to work reasonable overtime at overtime rates.

(b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

(i) any risk to the Employee's health and safety;

(ii) the Employee's personal circumstances including any family responsibilities;

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the Agency head of the overtime and by the Employee of his or her intention to refuse it; and

(v) any other relevant matter.

## 8. Emergency Duty

(a) Where an Employee is called on duty to meet an emergency at a time when the Employee would not ordinarily have been on duty, and no notice of such call was given to the Employee prior to ceasing ordinary duty, the Employee will be paid for such emergency duty at the rate of double time.

(b) The time for which payment is made will include time necessarily spent in travelling to and from duty.

(c) The minimum payment for emergency duty is two hours at double time.

(d) An Employee who is called on emergency duty may, where it is essential for health and safety, be relieved from the Employee's next scheduled regular duty without deduction from wages, for a period not exceeding the number of hours of the emergency duty worked. The period of relief from duty will not extend into a second period of regular duty.

(e) The provisions of this clause do not apply to an Employee whose commencement time of regular duty is altered to meet an emergency.

## 9. Restriction Duty

9.1 An Employee may be directed to be contactable and to be available to perform extra duty outside of the Employee's ordinary hours of duty, subject to payment under this clause.

9.2 Payment will be made subject to the following conditions:

- (a) Unless otherwise approved by the Commissioner, an Employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Administrative Officer 6 is not eligible to receive payment;
- (b) The restriction situation is imposed by prior written direction, or is subsequently approved in writing;
- (c) The provisions of clause 8 (Emergency Duty) will not apply where an Employee is recalled to duty while restricted;
- (d) An Employee who does not maintain a required degree of readiness while restricted will not be eligible to receive payment.

### 9.3 Payment rates

- (a) An Employee who is required to remain contactable and available to perform extra duty outside of the Employee's ordinary hours of duty will, subject to sub-clause 9.2, be paid an allowance in addition to salary at a rate for the type of restriction as follows:

- (i) On call

An Employee who is instructed prior to ceasing ordinary duty to be on restriction duty will be paid at the rate specified in accordance with Schedule 11.

- (ii) Stand by

An Employee who is instructed prior to ceasing ordinary duty to be on restriction duty and to remain at the Employee's home and available for immediate recall to duty: 50% of the Employee's ordinary rate of salary for the proportion of the period of restriction calculated in accordance with paragraph (b).

- (iii) Home duty

An Employee who is required to stand by at home to perform intermittent duties at home normally involving receiving and/or making telephone calls, and who may be required to perform restriction duty: 75% of the Employee's ordinary rate of salary, or not less than 50% or more than 100% of ordinary salary as approved by the Commissioner, for the proportion of the period of standing by calculated in accordance with paragraph (b), provided that the rate on Sundays is single ordinary rate of salary and the rate on public holidays is 125% of ordinary rate of salary.

- (iv) Passive duty

An Employee who is instructed to remain at work outside the Employee's ordinary hours of duty until released or required to perform duty, and is not provided with accommodation and amenities for sleeping or other personal activities during overnight attendance: single ordinary rate of salary for the period. The rate on Sundays is 133% of the Employee's ordinary rate of salary and the rate on public holidays is 166% of ordinary rate of salary for the period.

- (v) Duty Employee

An Employee who is required to remain at work overnight and/or over a non-working day and may be required to perform certain tasks periodically or on an ad hoc basis, and who is provided with accommodation and amenities for sleeping or other personal activities during overnight attendance: where overtime is paid - at the rate provided for in paragraph (iv) for the proportion of the period calculated in accordance with paragraph (b); and where overtime is not paid - 125% of the Employee's ordinary rate of salary, or a proportion of not less than 100% or more than 150% of ordinary salary as approved by the Commissioner, for the proportion of the period of standing by calculated in accordance with paragraph (b). The rate on Sundays is 166% of the Employee's single ordinary rate of salary and the rate on public holidays is 200% of ordinary rate of salary for the period.

- (b) Payment for the rates in paragraphs (a)(ii), (a)(iii) and (a)(v) will only be made for:
  - (i) Seventy-five per cent of that part of the period of restriction that occurs on any day within the first fourteen hours after the Employee's normal commencing time of ordinary duty, or after the time at which the Employee last commenced ordinary duty whichever is the later; and
  - (ii) Twenty-five per cent of any period of restriction occurring in any 24 hour period outside the fourteen hours referred to in paragraph (i).
- (c) The restricted duty allowance is payable for each hour or part hour the Employee is restricted outside the Employee's ordinary hours of duty.
- (d) Any part of a period of restriction for which the Employee receives another payment will not be included for calculating restricted duty allowance.
- (e) An Employee who is restricted and who is required to perform duty, but is not required to be recalled to a place of work, will be paid overtime, subject to a one hour minimum payment.
- (f) An Employee who is restricted and who is recalled to duty at a place of work, will be paid in accordance with the relevant overtime provisions, subject to a one hour minimum payment.
- (g) Notwithstanding these payment rate provisions, an Employee who is placed in a restriction situation outside of the Employee's ordinary hours of duty may be paid at an alternative rate approved by the Commissioner, having regard to the circumstances of the restriction situation.

#### 9.4 Salary rate

- (a) An Employee's salary for the purposes of calculation of the restriction duty allowance will include higher duties allowance and any other allowances in the nature of salary.
- (b) Where approval has been made for payment under clause 9 (Restriction Duty) to an Employee in a classification the minimum salary of which exceeds the maximum salary of the classification of Administrative Officer 6, the annual salary component of the formula at paragraph (c) will be the maximum annual salary payable to an Administrative Officer 6.

(c) The hourly rate of payment will be calculated as follows:

<u>Annual salary</u>	X	<u>6</u>	X	% of salary prescribed in paragraph 9.3
313		Prescribed weekly hours before overtime is payable		

## 10. Shift Work

10.1 An Employee will be considered a shift worker if rostered to perform ordinary hours of duty outside the period 6.30 a.m. to 6.00 p.m. Monday to Friday, and/or Saturdays, Sundays or public holidays for an ongoing or fixed period.

10.2 Shift work payments will not be taken into account in the calculation of overtime or of any allowance based on salary, nor will they be paid in respect of any shift for which any other form of penalty payment is made under this Schedule or under provisions of an Act or regulations under which an Employee is employed.

10.3 Shift work payments will be made in respect of any shift duty the Employee would have performed had the Employee not been on approved recreation leave.

10.4 The period for which shift work payments will be made will be calculated to the nearest quarter of an hour of the total amount worked in a fortnightly period.

10.5 Payment rates

(a) In addition to the Employee's ordinary salary for the shift, a shift worker will be paid shift work payments as follows:

- (i) ordinary duty performed on a shift, any part of which falls between 6.00 p.m. and 6.30 a.m. - 15%;
- (ii) ordinary hours worked continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6.00 p.m. and 8.00 a.m. - 30%;
- (iii) ordinary duty performed Saturday - 50%;
- (iv) ordinary duty performed on a Sunday - 100%;
- (v) ordinary duty performed on a public holiday - 150%.

(b) The provisions of paragraph (a)(iii) apply only to an Employee who performs duty on:

- (i) alternating or rotating shifts involving the performance of rostered duty:
  - A. commencing before 6.30 a.m., or terminating after 6.30 p.m. or at or before 8.00 a.m. Monday to Friday; or
  - B. terminating at or before 8.00 a.m. or after 1.00 p.m. on Saturday; or

- (ii) a constant shift involving the regular performance of ordinary duty after 1.00 p.m. on Saturday; or
- (iii) a shift which, but for its being worked continuously, would fall within the terms of paragraph (i).

#### 10.6 Sunday duty

- (a) A shift worker who is required to perform a full day's duty on a Sunday in addition to the Employee's rostered ordinary hours of duty for the week will be granted one day off during the six days succeeding that Sunday, and in that case, payment for the Sunday attendance will be at the Employee's ordinary rate.
- (b) A shift worker required to attend for duty on Sunday who has conscientious objections to Sunday duty is entitled to seek to furnish a substitute.

#### 10.7 Public holiday duty

- (a) Public holiday means a holiday as prescribed in clause 12 (Public holidays).
- (b) Public holiday duty includes duty on December 25, whether or not another day has been declared as a substitute public holiday, except as provided for in sub-clause 12.3.
- (c) The minimum additional payment payable for ordinary duty performed on a public holiday for each separate attendance is four hours.
- (d) The minimum additional payment payable to an Employee in a restriction situation is three hours for each separate attendance, provided that where more than one attendance is involved, the minimum payment provision will not operate to increase an Employee's additional remuneration beyond the amount the Employee would have received had the Employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.
- (e) For the purposes of paragraphs (c) and (d):
  - (i) duty broken by a meal period will not constitute more than one attendance; and
  - (ii) the minimum extra payment will not be applicable to holiday ordinary duty which, disregarding meal periods, is continuous with ordinary duty occurring on the day preceding or on the day succeeding the holiday.
- (f) Where, in a cycle of shifts on a regular roster, a shift worker is required to perform rostered duty on each of the days of the week, and a public holiday occurs on a day on which the Employee is rostered off duty, that Employee will be granted, if practicable within one month of the holiday, a day's leave in lieu of that holiday. Where it is not practicable to grant a day off, the Employee will be paid one day's pay at their ordinary rate.

#### 10.8 Overtime

- (a) Shift workers will be subject to the conditions for the payment of overtime contained in clause 7 (Overtime) and clause 8 (Emergency duty), unless specified below.

- (b) The provisions of clause 8 (Emergency duty) will not apply to shift workers whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.
- (c) Duty for shift workers will be considered overtime where:
  - (i) it is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
  - (ii) it is performed in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.
- (d) Overtime performed on a Saturday or a Sunday will be paid at the rate of double time.
- (e) Overtime performed on a Saturday or a Sunday where attendance is not continuous with ordinary duty will be subject to the minimum overtime payment provisions at paragraph 7.4.

## **11. Leave To Attend Industrial Proceedings**

- 11.1 An Employee required by summons or subpoena to attend industrial proceedings, or to give evidence in proceedings affecting the Employee will be granted paid leave.
- 11.2 Leave to attend industrial proceedings counts as service for all purposes.

## **12. Public Holidays**

- 12.1 An Employee will observe the following public holidays each year and will be paid salary as if those days were not public holidays:
  - (a) 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;
  - (b) 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday;
  - (c) Good Friday and the following Saturday and Monday;
  - (d) 25 April (Anzac Day) or, if that day falls on a Sunday, the following Monday;
  - (e) the first Monday in May (May Day);
  - (f) the second Monday in June (Queen's Birthday) or the day observed to celebrate the birthday of the Sovereign;
  - (g) the first Monday in August (Picnic Day);
  - (h) 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December;
  - (i) 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December.

- 12.2 An Employee will also observe any other day proclaimed or gazetted as a public holiday pursuant to the *NT Public Holidays Act*.
- 12.3 Where an Employee performs duty on both Christmas Day and a substitute holiday, one day will attract payment at the public holiday rate prescribed in 6.8–(Public holiday duty) and the other day will be paid at the non-holiday Saturday or Sunday rate as appropriate.

## Schedule 2 – The Community and Public Sector Union (Northern Territory Public Sector) Provisions

### 1. Application

1.1 The provisions of this Schedule apply to Employees who are members of, or are eligible to become members of the Community and Public Sector Union, and who are employed in any of the following designations:

- (a) Administrative Officer 1 to Administrative Officer 8;
- (b) Executive Officer 1 to Executive Officer 3;
- (c) Professional 1 to Professional 4;
- (d) Technical 1 to Technical 6; and
- (e) Physical 1 to Physical 9.

### 2. Relationship with Schedule 1

2.1 Except as otherwise provided in this Schedule, Employees will be subject to the provisions of the following clauses of Schedule 1 (Northern Territory Public Sector (General Conditions of Service) Provisions):

- (a) Clause 5 (Allowances);
- (b) Clause 6 (Hours of Work)
- (c) Clause 7 (Overtime)
- (d) Clause 8 (Emergency Duty)
- (e) Clause 10 (Shift Work)
- (f) Clause 12 (Public Holidays)

### 3. Junior Rates Of Pay

3.1 Subject to clause 4 (Salary rates for Administrative Officer 1 - Competency Based Assessment and Training), an Employee who is less than 21 years of age and employed in one of the designations in the table below will be paid the rate of pay specified for his/her age.

<b>Designation</b>	<b>Age</b>	<b>Minimum rate</b> \$
Administrative Officer 1	< 18 years	Rate specified in accordance with Schedule 11
	< 19 years	
	< 20 years	
	< 21 years	
Technical 1	< 18 years	60% Technical officer 1
	< 19 years	70% Technical officer 1

	< 20 years	81% Technical officer 1
	< 21 years	91% Technical officer 1
Technical 2	< 18 years	60% of 87% of T2
	< 19 years	70% of 87% of T2
	< 20 years	81% of 87% of T2
	< 21 years	91% of 87% of T2
Physical 2	< 18 years	60% Ph 2
	< 19 years	70% Ph 2
	< 20 years	81% Ph 2
	< 21 years	91% Ph 2
Physical 3	< 18 years	60% Ph 3
	< 19 years	70% Ph 3
	< 20 years	81% Ph 3
	< 21 years	91% Ph 3

#### **4. Salary Rates For Administrative Officer 1 - Competency Based Assessment And Training**

##### 4.1 Adult salary rates

An Employee who:

- (a) has attained the age of 21 years;
- (b) holds the designation of Administrative officer 1; and
- (c) elects to participate in the Competency Based Assessment and Training Scheme,

will be paid at the rate of salary specified in Schedule 11.

##### 4.2 Junior rates

An Employee who:

- (a) is less than 21 years of age;
- (b) holds the designation of Administrative officer 1; and
- (c) elects to participate in the Competency Based Assessment and Training Scheme,

will be paid at the rate of salary specified in Schedule 11.

#### **5. Conditions Of Advancement - Administrative Officer 1 Competency Based Assessment And Training**

5.1 This clause sets out the terms and conditions of advancement for an Employee who holds the designation of Administrative officer 1 and who elects to participate in the Competency Based Assessment and Training Scheme.

5.2 An Employee who has successfully completed a prescribed competency assessment will have an increment paid from the first day of the first pay period commencing after the completion of the competency assessment.

- 5.3 An Employee will not complete a competency assessment or receive an increment for the next level before the time limits prescribed in the tables in 4.1 and 4.2 have expired.
- 5.4 In the case of Employees under 21 years of age, increments relating to competencies achieved and birth dates while still under the age of 21 years, will both apply.
- 5.5 In no case will an Employee be advanced to the fourth increment unless that Employee has been assessed as having achieved 47 Elements of Competency plus 80% of any Job Specific Competencies.
- 5.6 Competencies and assessment
- (a) Assessments will be conducted with reference to the following guidelines as varied from time to time:
    - (i) Core Competencies Administrative Officer Level One, NTPS; and
    - (ii) Administrative Guidelines For The Implementation Of Competency Based Assessment And Training For Administrative Officers Grade One.
  - (b) No Employee will assess the competency of an Administrative officer 1 unless that Employee has successfully completed the “Assessment and Training Skills for Supervisors of Administrative officer 1’s” training course or has been assessed as having achieved the following competencies:
    - (i) BSZ401A - Plan assessment;
    - (ii) BSZ402A - Conduct assessment; and
    - (iii) BSZ403A - Review assessment.
  - (c) Assessments will be undertaken by the supervisors of Administrative officer 1 Employees. Access to human resource expertise will be available to supervisors, as may be necessary, to assist with assessments. Any such access is to assist individual supervisors develop their own assessment competencies.

5.7 Payment for training

All training will be fully paid and will be completed during working hours, unless agreed between the Parties. All salary/wages payments will include relevant penalty rates.

5.8 Training conditions

Agencies will arrange for Administrative officer 1 Employees participating in the Competency Based Assessment and Training Scheme to be given sufficient range of duties and training as necessary to develop the required competencies.

## 6. School Based Administrative Employees

Subject to 15.11 an Employee employed as a School based administrative officer, will be paid 92% of the respective salary for that designation. This compensates for the fact that these are schools based positions where eligible Employees are only required to attend for work when the school is open to accept students.

## **7. Allowances**

### **7.1 First aid allowance**

- (a) Subject to paragraph (c) where the CEO is satisfied that an Employee holds a first aid qualification and possesses practical experience and ability commensurate with his/her examination qualification, he/she will be paid a First Aid Allowance in accordance with the rates in Schedule 11.
- (b) The allowance rates specified in Schedule 11 relate to the following qualification criteria respectively:
  - (i) Where the Senior First Aid Certificate of the St. John Ambulance Association or equivalent is held, the first rate is paid.
  - (ii) Where the Senior First Aid Refresher Certificate of the St. John Ambulance Association or the Senior First Aid Certificate of the Australian Red Cross Society level 2 or equivalent is held, the second rate is paid.
  - (iii) Where the Advanced First Aid Certificate of the St. John Ambulance Association or the Senior First Aid Certificate of the Australian Red Cross Society level 3 or equivalent is held the third rate is paid.
- (c) First Aid Allowance will only be payable where the currency of such qualifications are maintained in accordance with the requirements of the issuing organisation and that the CEO is satisfied that the qualifications are necessary in the performance of the work of the unit of administration in which the Employee is employed.

### **7.2 Allowance for intermittent motor driving duties - juniors**

An Employee who is less than 21 years of age and in receipt of a salary less than that applying to Physical level 2, who is required to undertake intermittent driving duties as an incident of their employment involving the acceptance of full responsibility for the operation of a vehicle, will be paid an allowance, computed on a daily basis, to raise their salary to the base salary rate applying to Physical level 2, for each day or part of a day on which they are so employed.

## **8. Hours of Duty**

- 8.1 The hours of duty will not exceed 38 per week provided that for any time of duty beyond the normal rostered hours of duty on any day, payment will be made for overtime in the case of Employees whose hours of duty conform to those prescribed in this sub-clause at the rate of time and a half for the first three hours and double time thereafter.
- 8.2 Provided that this subclause will not apply to Employees who come within the terms of clauses 10 (Hours of duty and overtime - shift workers), 14 (Restrictive duty - community welfare workers and senior community welfare workers) and 15 (School based administrative Employees).
- 8.3 For the purpose of this clause the words “time worked in excess of 38 hours per week” will mean such time worked in excess of 38 hours under prior authority or subsequent approval of the CEO or of an Employee thereto authorised by the Commissioner.

- 8.4 Payment of overtime under the provisions of this clause will be subject to the limitations which are applicable with respect to payments made under sub-clause 8.1.

## **9. Meal Breaks**

- 9.1 An Employee will not be required to work for more than five hours continuously without a meal break, provided that, for all authorised work performed after five hours continuous duty without a meal break and until a meal break is allowed, an Employee will be paid at the rate of time and a half until normal ceasing time.
- 9.2 For duty performed outside of normal hours, sub-clause 9.1 will apply excepting that payment will continue at overtime rates for duty beyond five hours.

## **10. Hours of Duty and Overtime - Shift Workers**

- 10.1 The ordinary hours of duty of Employees required to work shift will not exceed 40 per week, or an average of 40 over a cycle of shifts.
- 10.2 Where the ordinary hours of duty determined for shift workers are not less than 36-3/4 hours per week nor more than 38 per week on an average over a cycle of shifts, overtime will be payable under the general conditions governing payment of overtime as contained in sub-clause 11.5:
- (a) for duty performed on any day which is beyond the normal rostered hours of duty on that day and which extends for a period exceeding the difference between the ordinary rostered hours per week or average weekly hours over a cycle of shifts, as the case may be, and 38 hours;
  - (b) for duty (other than duty specified in paragraph (a)) performed in excess of 38 hours or an average of 38 hours per week as the case may be.
- 10.3 Where the ordinary hours of duty determined for shift workers exceed 38 per week but not exceed 40 per week or on average exceeding 38 per week but not exceeding 40 per week over a cycle of shifts, overtime will be payable for all duty performed in excess of the ordinary hours of duty under the general conditions governing the payment of overtime as contained in sub-clause 11.5 of this Schedule. Subject to the conditions that the fraction 1/38th applicable by virtue of that subclause will be read as 1/40th, except in the case of Employees covered by sub-clause 11.7.

## **11. Hours of Duty and Overtime - Other than Shift Workers**

- 11.1 The ordinary hours of duty will be 36-3/4 per week, within the limits of 7.30 a.m. and 5.30 p.m. Monday to Friday and 7.30 a.m. and 12.30 p.m. on Saturday as may be determined by the CEO on the authority of the Commissioner.
- 11.2 Any Employee will be liable to be called for duty any time that he/she is required, subject to payment for overtime under the conditions set out in this clause.
- 11.3 In the case of an Employee whose ordinary hours of duty are confined to five days of the week in accordance with sub-clause 6.3 of Schedule 1, overtime will be payable:
- (a) for duty performed before 7.30 a.m. and/or after 5.30 pm, Monday to Friday;

- (b) for duty performed between 7.30 a.m. and the normal commencing time on any day, Monday to Friday where the Employee performs duty prior to 7.30 a.m., and also completes a normal day's duty, on that day;
- (c) for duty performed between 7.30 a.m. and 5.30 p.m. after the completion by the Employee of a normal day's duty on any day, Monday to Friday where the Employee performs duty after 5.30 p.m. on that day;
- (d) for duty (other than duty specified in paragraphs (b) and (c)) performed in excess of 38 hours per week within the limits of 7.30 a.m. and 5.30 p.m. Monday to Friday; and
- (e) for duty on Saturday other than duty performed in accordance with sub-clause 6.6 of Schedule 1.

11.4 In the case of an Employee whose ordinary hours of duty are performed on six days of the week overtime will be payable:

- (a) for duty performed before 7.30 a.m. and/or after 5.30 p.m. Monday to Friday, and/or before 7.30 a.m. and/or after 12.30 p.m. on Saturday;
- (b) for duty performed between 7.30 a.m. and the normal commencing time on any day, Monday to Friday where the Employee performs duty prior to 7.30 a.m. and also completes a normal day's duty on that day;
- (c) for duty performed between 7.30 a.m. and 5.30 p.m. after the completion by the Employee of a normal day's duty on any day, Monday to Friday, where the Employee performs duty after 5.30 p.m. on that day;
- (d) for duty performed between 7.30 a.m. and the normal commencing time on Saturday where the Employee performs duty prior to 7.30 a.m. and also completes a normal day's duty on that day;
- (e) for duty performed between 7.30 a.m. and 12.30 p.m. after the completion by the Employee of a normal day's duty on Saturday where the Employee performs duty after 5.30 p.m. on that day; and
- (f) for duty (other than duty specified in paragraphs (b) to (e)) performed in excess of 38 hours per week within the limits of 7.30 a.m. and 5.30 p.m. Monday to Friday and 7.30 a.m. and 12.30 p.m. on Saturday.

11.5 Payment will be made at the rate of time and a half for overtime worked Monday to Friday, and at the rate of time and a half for the first three hours and double time thereafter for overtime worked on Saturday, subject to the conditions prescribed in sub-clause 6.6 of Schedule 1. For the purposes of sub-clause 6.6(b)(i) the prescribed weekly hours before overtime is payable will be 38.

11.6 The provisions of this clause relating to overtime payment will apply only to Employees whose ordinary hours of duty conform to those prescribed in sub-clause 11.1 or the equivalent as worked in a five day week pursuant to clause 6 (Hours of work).

11.7 The formula applicable by virtue of sub-clause 11.5 will apply also to the calculation of overtime pay in the case of Employees who work on wharves and at other out-stations notwithstanding that their hours of duty are different from those set out in sub-clause 11.1.

## **12. Hours of Duty and Overtime - Special Provisions**

- 12.1 Any Employee whose ordinary hours of duty are 36-3/4 per week viz., 6-3/4 hours per day Monday to Friday from 9.00 a.m. to 4.45 p.m., and three hours on Saturday from 9.00 a.m. to 12.00 noon, or such other commencing or finishing times (within the limits of 7.30 a.m. and 5.30 p.m. Monday to Friday and 7.30 a.m. and 1.00 p.m. on Saturdays) as may be determined by the CEO will be liable to be called for duty any time that he/she is required subject to payment for overtime under the conditions set out in this clause.
- 12.2 In the case of an Employee whose ordinary hours of duty are confined to five days of the week in accordance with sub-clause 6.3 of Schedule 1, overtime will be payable:
- (a) for duty performed before 7.30 a.m. and/or after 5.30 p.m. Monday to Friday;
  - (b) for duty performed between 7.30 a.m. and the normal commencing time on any day Monday to Friday, where the Employee performs duty prior to 7.30 a.m. and also completes a normal day's duty on that day;
  - (c) for duty performed between 7.30 a.m. and 5.30 p.m. after the completion by the Employee of a normal day's duty on any day Monday to Friday, where the Employee performs duty after 5.30 p.m. on that day;
  - (d) for duty (other than duty specified in paragraphs (b) and (c)) performed in excess of 38 hours per week within the limits of 7.30 a.m. and 5.30 p.m. on that day;
  - (e) for duty on Saturday other than duty performed in accordance with sub-clause 6.6 of Schedule 1.
  - (f) Subject to the conditions prescribed in clause 7 (Overtime) of Schedule 1, payment will be made at the rate of time and a half for overtime worked Monday to Friday, and at the rate of time and a half for the first three hours and double time thereafter for overtime worked on Saturday. For these purposes the prescribed weekly hours before overtime is payable will be 38.
  - (g) The provisions of this clause relating to overtime payment will apply only to Employees whose ordinary hours of duty conform to those prescribed in sub-clause 12.1 or the equivalent as worked in a five day week in accordance with clause 6 (Hours of work) of Schedule 1.

### **13. Rest Relief after Overtime**

13.1 An Employee who works so much overtime between the termination of his/her ordinary duty on one day and the commencement of his/her ordinary duty on the next day that he/she has not had at least eight consecutive hours off duty between those times, will, subject to this clause, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Reasonable travelling time, in addition to the eight hours off duty, will be allowed to cover time taken in travelling from and to his/her place of employment.

- (a) Provided that if such an Employee is required to resume or continue work without having had eight consecutive hours off duty plus reasonable travelling time, he/she will be paid at double rate until he/she is released from duty for such period and he/she will then be entitled to be absent until he/she has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for ordinary working time occurring during that absence.

- 13.2 The provisions of sub-clause 13.1 will not apply to overtime worked in the circumstances covered by clause 8 (Emergency duty) of Schedule 1, unless the actual time worked (excluding travelling time) is at least three hours on each call.
- 13.3 The provisions of this clause will apply only to Employees who are eligible for overtime payment pursuant to clauses 10 ( Hours of duty and overtime - shift workers) and 11 (Hours of duty and overtime - other than shift workers).
- 13.4 Provided that in lieu of clause 8 (Emergency duty) of Schedule 1, the provisions of this clause will apply.

## **14. Restrictive Duty - Community Welfare Workers and Senior Community Welfare Workers**

- 14.1 Subject to sub-clause 14.2, a community welfare worker or a senior community welfare worker will be liable to be required, outside his/her ordinary hours of duty, to hold himself/herself in readiness to perform extra duty subject to payment for any such extra requirement under the conditions of this clause and in accordance with the agreement on procedures for community welfare after-hours service.
- 14.2 No payment will be made to an Employee under sub-clause 14.1 for a period of restriction in respect of any part of which the Employee does not hold himself/herself at the required degree of readiness to perform extra duty or does not observe the instructions of his/her supervisor as to restrictions outside the Employees ordinary hours of duty.
- 14.3 A community welfare worker or a senior community welfare worker may be instructed prior to ceasing duty that he/she is required to be contactable and available to return to duty without delay or within a reasonable time of being recalled and that he/she may be required to perform intermittent duties, on an ad hoc or predetermine basis, normally involving receiving and/or making telephone calls.
- 14.4 Notwithstanding the provisions of clause 9 (Restriction duty) of Schedule 1, the rate of payment for an Employee who is restricted in accordance with sub-clause 14.3 is the rate specified in Schedule 11.
- 14.5 The payment in sub-clause 14.4 is for all telephone calls and returns to duty providing that where the total time involved in both telephone calls and/or returns to duty accumulates to exceed one hour in any night or day and night then normal overtime (including minimum payments provisions, subject to the restrictions of sub-clause 14.6) will be paid for that time in excess of one hour.
- 14.6 Where minimum payments for overtime fall due, in accordance with sub-clause 14.5, it is to be recognised that the payment referred to in sub-clause 14.4 includes payment for up to the first one hour of overtime and therefore any amount due as a minimum payment is accordingly reduced by one hour.

## **15. School-Based Administrative Employees**

The following special conditions will apply to all School based administrative Employees:

### **15.1 Hours of duty**

The nominal hours of duty will be 36-3/4 per week, to be worked between the hours of 7.30 a.m. and 5.30 p.m. Monday to Friday. Notwithstanding the above the normal hours of duty for all designations excluding Employees performing the duties of home liaison officer and

Truancy officer will be 6-1/4 per day, i.e., school hours, and will not be extended on any day except in special circumstances where the principal may require that an Employee or Employees perform additional duty for a specific purpose.

## 15.2 School vacations and holidays

- (a) With the exception of the two working days prior to the opening of the school for the new school year, when an Employee is expected to attend for duty, an Employee will not normally be required to attend for duty on any other day on which the school, at which the Employee normally attends for duty, is not open.

For the purpose of this provision, a school is considered to be open when pupils are accepted for attendance in class for instruction by teachers.

- (b) Subject to the provisions of paragraph (d) an Employee will be paid salary at ordinary rates for any day on which the Employee, in accordance with the provisions of paragraph (a) is relieved of the obligation to attend for duty.
- (c) Where an Employee is required to perform duty on a day which, in accordance with paragraph (a), the Employee would not normally be required to attend for duty, and such duty is within the span of normal working hours as defined in sub-clause 15.1, payment for the period of attendance will be made as follows in addition to normal salary:
- (i) on public holidays, as notified by the Commissioner from time to time, at the rate of time and one half;
- (ii) on any other day, at the rate of half normal time.
- (d) An Employee who is employed for less than the full school year, as defined in sub-clause 15.5 will be entitled to payment for, or in lieu of, the term and Christmas vacation periods related to that school year, at the Employee's ordinary rate of salary for each completed month of service, including the periods of school vacations that are applicable, during which the Employee was actually employed to work in a school.

## 15.3 Extra duty

- (a) An Employee who is required to perform duty on any day or at any time not specifically covered in sub-clause 15.2(c) will be paid at the rates prescribed in clause 12 ( Hours of duty and overtime - special provisions).
- (b) Provided that extra duty performed within the nominal hours of duty as specified in sub-clause 15.1 will not attract an additional payment until the Employee has performed duty in excess of 7 hours 21 minutes on that day.

## 15.4 Additional payment for annual leave

- (a) Subject to the provisions of this clause, an Employee will be paid recreation leave loading, calculated in accordance with clause 54 (Recreation Leave Loading) of the Agreement to be included in the last payment of ordinary salary made prior to Christmas Day each year, or in the event of termination or cessation prior to that day, in the final payment made to the Employee.

Provided that:

- (i) An Employee who, in accordance with the provisions of sub-clause 15.5 is deemed to have been employed until the end of the school year, will be entitled to annual leave loading calculated on that Employee's salary rate as at 1 January in the following year.
- (ii) An Employee who ceases duty or is terminated prior to the beginning of the Christmas school vacation will be entitled to an annual leave loading calculated on that Employee's salary rate as at 1 January in the year of ceasing duty.
- (iii) The payment of an annual leave loading to an Employee will be automatic and will not require the Employee's application for payment.
- (iv) The maximum payment for an annual leave loading, as advised by the Commissioner from time to time, will be applied in the same way as salary rates in paragraphs (i) and (ii).
- (v) Where the maximum annual leave loading payment applicable to a particular year has not been advised in sufficient time to enable payment of the full amount in accordance with paragraph (a), payment will be made at the rate last advised, and an adjustment made as soon as possible after the advice of the correct rate.

#### 15.5 Definition of school year

- (a) For the purposes of sub-clause 15.4 a school year will mean the first day in one year when a school is open to receive pupils, to the day prior to the first day that a school is open to receive pupils in the following year, inclusive.
- (b) For the purposes of sub-clauses 15.2 and 15.3 an Employee is assumed to have completed service until the end of the school year unless the Employee resigns, retires or dies, or is terminated prior to the end of the school year.

#### 15.6 Personal leave

An Employee will be entitled to personal leave in accordance with clause 51 of the Agreement, provided that an Employee who is unable to attend for duty on any day on which the Employee is not required to attend for duty, in accordance with sub-clause 15.2 of this Schedule will not be required to apply for personal leave, and the Employee's personal leave credit will not be reduced, for that day.

#### 15.7 Temporary employment

- (a) A temporary Employee employed on a part-time basis who performs duty of not less than 24 hours or not less than four days per week, will be entitled to these conditions of service calculated on a pro rata basis in accordance with the number of hours worked per week.
- (b) A temporary Employee employed on a casual basis to whom paragraph (a) does not apply, will be paid an allowance of 25% in addition to ordinary salary in lieu of salary for personal leave, school vacations and holidays, annual leave loading and air fares.

#### 15.8 Parental leave

An Employee will be entitled to parental leave in accordance with the provisions of clause 49 (Parental Leave) of this Agreement, provided that the conditions of sub-clause 15.2(d) of this Schedule will be calculated up to and including the last day of the mandatory maternity leave period and will be paid to the Employee immediately following that day.

#### 15.9 Transfer to and from other designations

- (a) An Employee who transfers or is promoted to a designation as specified in sub-clause 15.1, from another designation, will have all recreation leave credits, calculated up to the day prior to the transfer or promotion frozen, provided that:
  - (i) where such an Employee's service in a designation as specified in sub-clause 15.1, is not sufficient to cover payment for school vacations in accordance with sub-clause 15.2(d), such accrued recreation leave may be utilised to cover periods of school vacation without pay; and
  - (ii) any such utilisation will be paid at the current rate of salary applicable to the Employee's previous designation.
- (b) An Employee who is transferred or promoted from a designation as specified in sub-clause 15.1, to another designation, will carry over a recreation leave credit calculated in accordance with sub-clause 15.2(d) provided that such leave credit will be payable at the current rate of salary applicable to the Employee's previous designation.
- (c) An Employee who performs a period of higher duties in a designation, not included in sub-clause 15.1, will accrue recreation leave in accordance with the provisions applicable to that designation and such leave may be utilised in accordance with paragraph (a).
- (d) An Employee whose recreation leave credits are frozen in accordance with paragraph (a) will upon resignation, death or retirement, be entitled to payment for any such remaining credits at the current rate of salary applicable to the Employee's previous designation.

#### 15.10 Long service leave

Employees will be entitled to the provisions of By-law 8.

#### 15.11 Conversion of School assistant's position to full-time hours

- (a) For the purposes of this subclause the following definitions apply:
  - (i) Secretary means the Secretary of the Department of Education;
  - (ii) School hours means the hours of work as prescribed in sub-clause 15.1;
  - (iii) Full-time hours means the conditions applicable to a person employed in the designation of Administrative officer.
- (b) Initiation of full-time work proposals
  - (i) Proposals for conversion to full-time hours may be initiated by an Employee or by the Secretary.

- (ii) An Employee may only initiate a proposal in respect of her/his substantive position. The Secretary may initiate a proposal in circumstances where the work to be undertaken in the position requires more hours of duty than the normal hours under sub-clause 15.1.
- (iii) New positions will be created on school hours but may be converted to full-time hours in accordance with this sub-clause.
- (iv) Employees who convert to full-time hours will be exempt from the operation of clause 15 (School-based administrative Employees) and will be subject to the conditions applicable to a person employed in the designation of Administrative officer.
- (v) Employees will be advised in advance about the impact of conversion to full-time hours on salary, conditions of employment and superannuation.
- (vi) No Employee who is currently employed on school hours will be required to convert to full-time hours or transferred without their consent to enable conversion to full-time hours.
- (vii) An Employee or the Secretary may request a review period of up to twelve months prior to formalising conversion to full-time hours. At the end of the review period, the Employee or the Secretary must either confirm the conversion to full-time hours or revert to school hours.
- (viii) A position that has been confirmed at full-time hours will be converted back to school hours under the same identification and change processes as a conversion for school hours from full-time hours.
- (ix) Where a position which has been converted to full-time hours becomes substantively vacant during the review period, it may be filled on the basis of full-time hours.
- (x) Where a position, which has been converted to full-time hours, becomes temporarily vacant during the review period it may only be filled on full-time hours for the remainder of the review period or the period of the temporary vacancy, whichever is the longer. An Employee who returns to her/his substantive position may request an extension of the review period provided that the total review period does not exceed twelve months.

## **16. Social Development Officers**

The following special conditions will apply to all Employees performing the duties of Social Development officer:

### **16.1 Hours of duty**

- (a) The ordinary hours of duty will be an average of 38 per week or 76 per fortnight worked in shifts of 7 hours and 36 minutes.
- (b) The ordinary hours of duty will, whenever reasonably practicable, be worked so that:
  - (i) in any week, not more than five shifts are exceeded; and

- (ii) in any fortnight not more than ten shifts are exceeded.

## 16.2 Overtime

Every Employee will be liable to be called for duty at any time that he/she is required, but for duty in excess of the rostered hours of duty on any day, payment will be made in accordance with clause 7 (Allowances) of this Schedule and sub-clauses 6.3, 6.7, 6.8 and 7.4 of Schedule 1, provided that an Employee will not receive payment for non-rostered overtime amounting to two hours per day to a maximum of five hours per week.

## 16.3 Special allowances

- (a) Employees will be paid an allowance equivalent to 32% of the maximum salary of their designation in lieu of overtime (not exceeding two hours per day or five hours per week and not including rostered overtime or overtime on a rostered day off duty), shift duty penalty rates and allowances for restrictive duty situations.
- (b) The allowance will be paid during all periods of paid leave with the exception of:
  - (i) personal leave utilised in excess of one week in any personal leave year;
  - (ii) long service leave;
  - (iii) study leave in excess of one week; and
  - (iv) maternity leave.
- (c) The allowance payable under paragraph (a) is payable during periods of recreation leave so that no additional payment for that recreation leave under clause 54 of the Agreement is payable.

## 17. Conditions of Advancement

The following conditions of advancement apply to an eligible Employee (designations referred to are local titles only):

### 17.1 Technical assistant grade 1

- (a) Advancement beyond the fourth salary point in the Technical 1 designation is subject to a requirement to perform a better class of technical work which in the opinion of the CEO or prescribed authority justified advancement beyond that point.
- (b) An eligible Employee who has not satisfied the conditions prescribed by the Commissioner for advancement, transfer or promotion to Technical officer grade 1 (Medical Laboratory) or Technical officer grade 1 (Science), will, if temporarily promoted to either of those positions, be paid at the rate of salary applicable to Technical level 2.
- (c) Accelerated advancement to the third salary point in the Technical 2 designation for a Technical officer - (Medical Laboratory) grade 1 and Technical officer (Science) grade 1 is subject to such conditions as are prescribed by the Commissioner.

17.2 Assistant stock inspector will automatically advance to the Technical level 2 classification after satisfactory completion of a course of training or the passing of an examination approved by the Commissioner for the purpose and certification that the eligible Employee is capable of performing the full duties of a Stock Inspector.

17.3 Surveying assistants may not advance beyond the second salary point of the Technical 1 designation unless they satisfy the CEO that they have attained a sufficient level of competence to undertake more complex duties with a minimum of supervision.

17.4 Ranger grade 1

On promotion or transfer an eligible Employee may advance as follows:

(a) to the third salary point of the Technical 1 designation if the eligible Employee:

(i) has qualified for admission or has been admitted to a relevant:

A. degree of an Australian university; or

B. degree of an Australian college of advanced education that is of a standard at least equal to the standard of a degree conferred by an Australian university; or

C. award of an overseas educational institution, being an award which in the opinion of the Commissioner is at least equal in standard to the qualifications specified above; or

D. possesses trade or other qualifications which, in the opinion of the Commissioner, are appropriate to the duties of Ranger grade 1; or

E. has at least four years experience in work relevant to the actual duties to be performed; or

F. has successfully completed training as a trainee ranger;

(b) to the fourth salary point of the Technical 1 designation if the eligible Employee holds an educational qualification specified in paragraph (a)(i) above and has at least four years related experience relevant to the actual duties to be performed.

17.5 Music instructor may not advance beyond the third salary point of the Administrative Officer 2 designation without having satisfactorily completed half the requirements of an associate diploma in music teaching (or equivalent qualification) and five years satisfactory service.

17.6 Literacy worker

(a) An eligible Employee employed as a Literacy worker may not advance beyond:

(i) the first salary point of the Administrative Officer 1 designation unless he/she is in possession of a certificate in literacy attainment and a certificate in transcription;

(ii) the third salary point of the Administrative Officer 1 designation unless he/she is in possession of the qualifications in paragraph (i) and a certificate in literacy work; and

- (iii) the fifth salary point of the Administrative Officer 1 designation unless he/she is in possession of the qualifications in (ii) and a certificate in linguistics or a certificate in literacy production.
- (b) An eligible Employee employed as a Literacy worker who has not attained the age of 21 years but who is in possession of the certificates to progress beyond the first salary point of the Administrative Officer 1 designation as outlined in this sub-clause will be paid the full adult rate.

17.7 Professional officers

- (a) On promotion or transfer to the designation of Professional 1 an eligible Employee will not be paid at a rate less than the:

- (i) third salary point if they have qualified for admission or been admitted to:

- A. a degree of an Australian university; or
- B. a degree of an Australian College of Advanced Education that is of a standard at least equal to the standard of a degree awarded by an Australian university; or
- C. an award of an overseas educational institution, being an award which, in the opinion of the Commissioner, is at least equal in standard to the qualifications specified in paragraphs A or B;

which degree or award is recognised by the Commissioner as appropriate to the duties of the occupation in which the eligible Employee is engaged and the minimum period of full-time study for which is three years;

- (ii) fourth salary point if they have qualified for admission or have been admitted to:

- A. a degree of an Australian university; or
- B. a degree of an Australian College of Advanced Education that is of a standard at least equal to the standard of a degree awarded by an Australian university; or
- C. an award of an overseas educational institution, being an award which, in the opinion of the Commissioner, is at least equal in standard to the qualifications specified in paragraphs A or B;

which degree or award is recognised by the Commissioner as appropriate to the duties of the occupation in which the eligible Employee is engaged and the minimum period of full-time study for which is four or more years.

- (b) Eligible Employees holding the designation Professional 1 who are performing duties which have a local title of:

- (i) Land surveyor - may not advance beyond the fifth salary point unless they hold a Licence or Registration as a Surveyor in a State or Territory of Australia;
- (ii) Community welfare worker - may not advance beyond the fifth or sixth salary points unless they possess qualifications as specified in paragraphs (a)(i) or (a)(ii) respectively, or the CEO, following a report by the eligible Employee's supervisor, has certified that the eligible Employee has shown a degree of efficiency and competency in the duties of the designation to warrant advancement beyond that salary point;
- (iii) Curator - may not advance to the sixth salary point if after having spent twelve months at the fifth salary point if that eligible Employee is assessed as having satisfactorily performed the duties of an Assistant Curator, and is capable of performing the total duties and responsibilities of a Curator. Assessment of these factors and any recommendations for advancement are the responsibility of a committee consisting of a Board Member; the Director; the Chief Curator of the Division; and the Administration Manager

17.8 Law officer

- (a) Eligible Employees may advance to the third salary point in the Professional officer 1 scale of rates if they:
  - (i) have been admitted to the degree of Bachelor of Laws with First Class or Second Class Honours of an Australian university; or
  - (ii) have been admitted to the degree of Bachelor of Arts or to another degree of an Australian university, for such period approved by the Commissioner.
- (b) Eligible Employees may advance to the fourth salary point in the Professional officer 1 scale of rates if they:
  - (i) have been admitted to the degree of Bachelor of Laws with First Class or Second Class Honours of an Australian university; and
  - (ii) have been admitted to the degree of Bachelor of Arts or to a degree of an Australian university for such period approved by the Commissioner.
- (c) Eligible Employees may not be paid salary at a rate exceeding the fourth salary point in the Professional officer 1 scale of rates unless they have:
  - (i) been admitted as a practitioner, however described of the High Court or the Supreme Court of a State or of a Territory, and have:
    - A. served under articles of clerkship for a period of not less than one year; or
    - B. before being admitted, completed successfully a course of training in the Legal Workshop conducted by the Faculty of Law at the Australian National University or completed successfully in Australia a similar course; or
    - C. before being so admitted have, within a period of three years, experience which, in the opinion of the CEO, is at least

equivalent to the experience of persons who have service under articles of clerkship for one year; or

- D. since being so admitted, have performed to the satisfaction of the CEO the duties of one or more of the offices of Legal Officer, Deputy District Registrar, High Court of Australia, New South Wales, Deputy Registrar in Bankruptcy, Queensland and South Australia or Registrar in Bankruptcy, Tasmania, for not less than one year; or
- E. since being so admitted have not less than one year's experience which, in the opinion of the CEO was at least equivalent to the experience of persons who have serviced under articles of clerkship for one year; or
- F. have experience, partly before and partly after being admitted which, in the opinion of the CEO, is at least equivalent to the experience of persons who have served under articles of clerkship for one year.

- (d) Where the salary payable to eligible Employees on appointment, promotion or transfer to the classification exceeds the fourth salary point in the Professional officer 1 scale of rates and the eligible Employees has not complied with the conditions specified in paragraph (c), the eligible Employees, may not be paid salary at a rate exceeding that which is payable to them on appointment, promotion or transfer to the classification unless they have complied with the conditions specified in paragraph (c).
- (e) Eligible Employees will, if they have complied with the conditions specified in paragraph (c), be paid:
  - (i) salary at the fifth salary point in the Professional officer 1 scale of rates; or
  - (ii) if salary at a rate higher than the fifth salary point in the Professional officer 1 scale of rates is payable, on appointment, promotion or transfer to the designation, salary at that higher rate.
- (f) Eligible Employees may not be paid salary at a rate exceeding the fifth salary point in the Professional officer 1 scale of rates unless they have complied with the following conditions:
  - (i) they have, for a period of one year received salary at the fifth salary point in the Professional officer 1 scale of rates; and
  - (ii) they have satisfied the CEO and the Commissioner, after consideration of a report by an eligible Employee of the Attorney General's Department selected by the CEO, that their efficiency and aptitude for legal work is satisfactory.
- (g) Where the rate of salary payable to the eligible Employees on appointment, promotion or transfer to the classification exceeds the fifth salary point in the Professional officer 1 scale of rates, they may not be paid salary at a rate exceeding the rate of salary so payable unless they have:

- (i) for a period of one year, received salary at the rate of salary so payable; and
  - (ii) complied with the conditions specified paragraph (f)(ii).
- (h) Eligible Employees will, if they have complied with the conditions specified in paragraphs (f) or (g), be paid:
- (i) salary at the maximum salary point in the Professional officer 1 scale of rates; or
  - (ii) if salary at a rate in the Professional officer 2 scale of rates is payable to the eligible Employee on appointment, promotion or transfer to the designation, salary at whichever of the rates specified in relation to the office occupied that is the next higher rate to the rate payable to the eligible Employees on appointment, promotion or transfer to the designation.
- (i) Eligible Employees will be paid at the third salary point in the Professional officer 2 scale of rates if they have:
- (i) for a period of one year, received salary at the base of the Professional officer 2 scale of rates or, if the rate of salary payable to the eligible Employee on appointment, promotion or transfer to the designation exceeds that salary point, they have, for a period of one year, received salary at that higher rate; and
  - (ii) in the period of one year after the date from which they commenced to receive salary at the base rate of the Professional officer 2 or the higher rate referred to in paragraph (i), satisfied the CEO and the Commissioner, after consideration of a report made by a committee comprising three senior officers selected by the CEO, that they have shown in the performance of their duties, efficiency of such a high order as to justify the exceptional course of accelerated advancement.
- (j) For the purpose paragraphs (a) and (b):
- (i) eligible Employees who are eligible to be admitted to a degree will be deemed to have been admitted to that degree;
  - (ii) a reference to a degree of Bachelor of Laws or to a degree of Bachelor of Laws with First Class or Second Class Honours of an Australian university will be read as including a reference to the equivalent degree of another university being a university for the time being approved by the Commissioner for the purpose;
  - (iii) persons awarded First Class or Second Class Honours on becoming eligible for admission to the degree of Bachelor of Laws of an Australian university will be deemed to have been admitted to the degree of Bachelor of Laws with First Class or Second Class Honours; and
  - (iv) a reference to a degree of Bachelor of Arts or to another degree of an Australian university for the time being approved by the Commissioner for the purposes of these paragraphs, will be read as including a reference to the equivalent degree of another university being a degree for the time being approved by the Commissioner for the purpose.

- (k) Notwithstanding paragraphs (a) to (j) inclusive, where the CEO is satisfied that an eligible Employee who has been admitted as a practitioner, however described, of the High Court or the Supreme Court of a State or of a Territory, has shown, or again shown, in the performance of his/her duties a degree of efficiency and aptitude for legal work sufficient to justify such accelerated advancement, the Commissioner may determine in writing, on the recommendation of the CEO, that the eligible Employee is entitled or is deemed to be entitled to be paid an increment or increments.

17.9 Conditions of advancement - Administrative officer 1 - Competency Based Assessment and Training

- (a) This clause sets out the terms and conditions of advancement for an Employee who holds the designation of Administrative officer 1 and who elects to participate in the Competency Based Assessment and Training Scheme.
- (b) Except as provided in paragraph (e), an eligible Employee who holds the designation of Administrative officer 1 and who elects not to undertake the Competency Based Assessment and Training Scheme will continue to receive service increments in accordance with clause 4 (Increments) of Schedule 1 (Northern Territory Public Sector (General Conditions of Service) Provisions).
- (c) An eligible Employee who holds the designation of Administrative officer 1 and who elects to participate in the Competency Based Assessment and Training Scheme will be paid increments as follows:
  - (i) An eligible Employee who has successfully completed a prescribed competency assessment has the increment paid from the first day of the first pay period commencing after the completion of the competency assessment;
  - (ii) An eligible Employee does not complete a competency assessment or receive an increment for the next level before the time limits prescribed in the tables in clause 4 (Salary Rates for Administrative Officer 1 – Competency Based Assessment and Training) have expired; and
  - (iii) Except as provided in paragraph (e), eligible Employees over 21 years of age who achieves any set of prescribed competencies, but who does not achieve any further competencies, reverts to annual increments under clause 4 (Increments) of Schedule 1 (Northern Territory Public Sector (General Conditions of Service) Provisions, provided no such eligible Employee receives that increment before the expiration of a period of twelve months following their latest successful competency assessment.
- (d) In the case of eligible Employees under 21 years of age, increments relating to competencies achieved and birth dates while still under the age of 21 years, will both apply.
- (e) In no case may an eligible Employee advance to the fourth increment unless that Employee has been assessed as having achieved 47 Elements of Competency plus 80% of any Job Specific Competencies.

# Schedule 3 - Construction and Maintenance Workers (Northern Territory Public Service) Provisions

## PART A – Construction and Maintenance

### 1. Application

1.1 The provisions of Part A of this Schedule apply to Employees who are members of, or are eligible to become members of, the following unions:

- (a) Australian Liquor, Hospitality and Miscellaneous Workers Union;
- (b) Australian Manufacturing Workers Union;
- (c) Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Services Union of Australia; and
- (d) Transport Workers' Union of Australia.

and who are employed in the designations Physical 1 to Physical 9.

### 2. Definitions

2.1 **Axeman** means an Employee felling standing trees exceeding nine inches in diameter at point of cut without having to go up on boards or shoes or an Employee converting, cutting, trimming or lopping such trees after they have been felled.

2.2 Builders labourers

- (a) **Assistant powder monkey** means an Employee assisting under the direct supervision of a powder monkey in placing and firing explosive charges excluding the operation of explosive powered tools.
- (b) **Assistant rigger** means an Employee assisting under the direct supervision of a rigger in erecting or placing in position the members of any type of structure (other than scaffolding and aluminium alloy structures) and for the manner of ensuring the stability of such members for dismantling such structures or for setting up cranes or hoists other than those attached to scaffolding and who has had less than twelve months experience at rigging work.
- (c) **Concrete floater** means an Employee engaged in concrete or cement work and using a wooden or rubber screeder or mechanical trowel or wooden float or engaged in bagging off or broom finishing or patching.
- (d) **Concrete finisher** means an Employee other than a concrete floater engaged in the hand finishing of concrete or cement work not being a finish in marble, mosaic or terrazzo.
- (e) **Drainer** means an Employee directly responsible to the Agency for the correct and proper laying of sewerage and drainage pipes.
- (f) **Direct supervision** means in relation to paragraphs (a) and (b) that the powder monkey or rigger, as the case may be, must be present on the job to guide the work during its progress.

- (g) **Scaffolder** means an Employee engaged in the erecting or altering or dismantling of any structure or framework used or intended to be used in building operations:
- (i) to support workmen or materials; or
  - (ii) to support formwork; or
  - (iii) as a temporary support for members or parts of a building where such structure or framework is composed of standards and/or ledgers and/or putlocks or any combination of these components normally used in scaffolding work.
  - (iv) Nothing in this definition shall extend to:
    - A. any scaffolding used or intended to be used to support workmen or materials which it is not intended to erect to a height over three metres;
    - B. any work relating to form work which work consists solely of the tying together of occasional pieces of scaffold tube or Acrow or similar type props; or
    - C. any work which consists of a structure or framework composed solely of timber.
- (h) **Foundation shaftsman** means a builder's labourer employed on the sinking of shafts which will exceed six metres in depth for foundations of buildings or upon consequential steel fixing, timbering and concreting therein.

2.3 **Concrete or compo worker** means an Employee (other than a concrete floater) mixing by hand, handling or working concrete or compo but not a wire or bar worker in reinforced concrete.

2.4 **Direct supervision** means that the powder monkey must be present on the job to guide the work during its progress.

2.5 **Electrician - special class** means an electrical fitter or electrical mechanic who is mainly engaged on complex or intricate circuitry or both, the performance of which work required the use of additional knowledge as herein defined.

- (a) For the purpose of this definition **additional knowledge** means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesman by virtue of his or her:
- (i) having had not less than two years on-the-job experience as a tradesman working mainly on such complex or intricate circuitry work as will enable the tradesman to perform such work unsupervised where necessary and practicable; and
  - (ii) having, by virtue of either the satisfactory completion of a prescribed post trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in sub-paragraph (i), gained a sufficient comprehension of such complex or intricate circuitry work as will enable

the tradesman to examine, diagnose and modify systems comprising inter-connected circuits.

- (b) For the purpose of this definition the following courses are deemed to be prescribed post trade courses in industrial electronics:
- (i) Post trade industrial electronics course of the NSW Agency of Technical Education.
  - (ii) The industrial electronics course (grades 1 and 2) as approved by the Education Agency of Victoria.
  - (iii) The industrial electronics course of the South Australian School of Electrical Technology.
  - (iv) Industrial electronics (course C) of the Agency of Education, Queensland.
  - (v) The industrial electronics course of the Technical Education Agency of Tasmania.

2.6 **Electrical fitter** means a fitter mainly engaged in making, fitting or repairing electrical machines, instruments or appliances who in the course of his or her work applies electrical knowledge.

2.7 **Electrical mechanic** means a tradesman mainly engaged on electrical installation, repairs and maintenance work.

2.8 **Fencer** means an Employee erecting fencing with material other than sawn timber such as post and rail or wire fencing.

2.9 **Fireman - first class** means a fireman who attends to two or more boilers or two or more suction gas generators or one boiler the evaporation capacity of which attributed thereto by the maker exceeds 5000 kilograms of steam per hour or one gas generator supplying a total engine load capacity attributed thereto by the maker of not less than 740 kW power and includes the fireman of a steam navvy or excavator.

2.10 **Fitter** means a tradesman of one or more of the following classes: mechanical fitter, electrical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work, points and crossings fitter and window frame fitter.

2.11 **Inspector - mechanical plant and equipment** means a tradesman who is employed in that capacity to carry out regular and continuous inspection of mechanical plant and equipment installed in establishments and who is responsible to carry out the maintenance on such plant and equipment as required and for reporting on its condition and for the preparation or assistance in the formulation of maintenance programme.

2.12 **Inspector - electrical plant and equipment** means a tradesman who is employed in that capacity to carry out regular and continuous inspection of electrical plant and equipment installed in establishments and who is responsible to carry out the maintenance on such plant and equipment as required and for reporting on its condition and for the preparation or assistance in the formulation of maintenance programme.

2.13 **Jointer - first class** means an Employee engaged on caulking joints of twelve inches diameter and over or leading jointer or jointer-in-charge.

- 2.14 **Jointer - second class** means an Employee engaged on caulking joints for water service connections branch and valve insertions or reticulation and hydrant connections.
- 2.15 **Jointer - third class** means an Employee engaged on jointing work other than that specified for jointers, first class and second class.
- 2.16 **Machinist - first class** means a tradesman who is partly or wholly engaged in setting up and operating the following machines: lathe, boring machine, milling machine, planing machine, shaping machine, slotting machine, precision grinding machine and drilling machine where the operator uses the same precision tools as fitters or turners.
- 2.17 **Metal tradespersons' assistant** means an adult Employee directly assisting a metal tradesman Physical level 4 or above.
- 2.18 **Motor mechanic** means a tradesman engaged repairing, altering, overhauling, assembling (except for the first time in Australia) or testing metal and/or electrical parts of the engine or chassis of motor cars, motor cycles or other motor vehicles.
- 2.19 **Pattern maker** does not include an Employee exclusively engaged on the filing or fitting of parts.
- 2.20 **Powder monkey's assistant** means an Employee employed (other than in connection with a quarry) assisting under the direct supervision of a powder monkey in placing and firing explosive charges excluding the operation of an explosive powered tool.
- 2.21 **Sheet metal worker - first class** means a tradesman working to scaled prints or drawings or applying general trade experience or knowledge to the making of sheet metal products and/or their erection or installation.
- 2.22 **Smith - other** includes ajax forger, blacksmith bulldozer, bradley hammersmith, drop hammersmith, chain smith, engine smith, general smith, motor smith, oliver smith, ship smith, spring smith, rolling stock and wheelwright smith.
- 2.23 **Timberman** means an Employee timbering excavations, shafts, etc.
- 2.24 **Tipman** means an Employee at the tip head who directs where the material shall be tipped, assists in the tipping or keeps bank true to specified line and level.
- 2.25 **Tool sharpener** means an Employee who sharpens and repairs any tools or drills which are heated to be sharpened.
- 2.26 **Welder - special class** means a tradesman using electrical arc and/or oxyacetylene equipment and who is required to and is competent to apply general trade experience in welding all the following classes of metals: mild steel, stainless steel, cast iron, aluminium, copper, brass, die cast metal and magnesium.
- 2.27 **Wood machinist A grade** means a tradesman wood machinist who has served the prescribed apprenticeship to wood machinist or an adult who by reason of training for four years or more and experience is, at the time of engagement or subsequent thereto deemed by the Agency to be capable and is willing to perform the work of tradesman wood machinist, which work shall include the work of operating and setting up and/or grinding the knives and cutters of any of the following machines upon which the Employee is employed, notwithstanding that he or she may not be called upon to perform all such work:
- (a) bolt's carver;
  - (b) buzzer and/or joiner (using other than straight knives and cutters);

- (c) cross grainer;
- (d) drum sander (four or more drums);
- (e) general jointer;
- (f) Lindermann gluer and joiner;
- (g) lock angle machine;
- (h) moulder;
- (i) planer - three heads or more (other than box);
- (j) planer, box - four heads or more;
- (k) router - working freehand;
- (l) shaper - (other than grooving and/or slotting in box and case making);
- (m) spoke throater;
- (n) tenoner (using scribing iron, other than an automatic tenoner);
- (o) trusser or crozier;
- (p) variety turning or automatic lathe-revolving head;
- (q) an Employee operating any of the machines prescribed in paragraphs (a), (b), (e), (f), (k) and (l) shall be an A grade machinist notwithstanding that he or she does not set up and/or grind the knives and cutters.

2.28 **Wood machinist B grade** means an adult Employee other than a tradesman, operating and setting up and/or grinding the knives and cutters of any of the following machines:

- (a) automatic lathe (other than revolving heads);
- (b) bozer (three or more spindles);
- (c) buzzer and/or jointer (using straight knives or cutters);
- (d) copying lathe;
- (e) drum sander (double or triple drums);
- (f) dovetailer;
- (g) end matcher;
- (h) morticer (chain or hollow chisel of any kind or any other);
- (i) planer (one or two heads) other than box;
- (j) planer, box (less than four heads);
- (k) relisher;

- (l) router (working from templates, dies, jibs or fences);
- (m) shaper (grooving and/or slotting in box case making);
- (n) slicer (box);
- (o) tenoner (other than as provided in A grade above);
- (p) wood wool machine.

2.29 **Wood machinist C grade** means an adult Employee, other than a tradesman, operating any of the following machines:

- (a) sander, belt polisher;
- (b) moulder (excluding the feeder on automatic feed table);
- (c) all other machines prescribed in A and B grades except the machines referred to in paragraphs 2.27(a), 2.27(b), 2.27(e), 2.27(f), 2.27(k) and 2.27(l);
- (d) borer, less than three spindles.

### **3. Grievance/Dispute Resolution Training**

3.1 Leave of absence will be granted to an Employee to attend short training courses or seminars involving the development and operation of dispute settling procedures on the following conditions:

- (a) that Agency operating requirements permit the grant of leave; and
- (b) that the scope, content and level of the short course or seminar are directed to a better understanding of grievance handling and dispute resolution.

3.2 Leave granted under sub-clause 3.1 will be with full pay at ordinary time, excluding shift, penalty or overtime payments, and will count as service for all purposes.

### **4. Apprentices**

4.1 Subject to sub-clause 4.3 an apprentice shall receive the rate of pay prescribed under relevant legislation or otherwise in accordance with this Schedule for the trade in which the apprentice is apprenticed, according to the year of the apprentice's apprenticeship.

4.2 An apprentice shall also be accorded the general conditions of this Schedule.

4.3 An apprentice 21 years of age or over, and an apprentice who maintains dependants shall be paid not less than the adult minimum wage as prescribed in the Public Sector Employment and Management By-laws, as amended from time to time.

### **5. Un-apprenticed juniors**

5.1 The minimum weekly rates of wage for un-apprenticed juniors employed in occupations for which apprenticeship is not provided shall be the undermentioned percentages of the rate per week prescribed for the Physical 1 designation.

<b>Age</b>	<b>Percentage</b>
	<b>%</b>

16 and under 17 years of age	45
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	78.5
20 and under 21 years of age	93

- 5.2 The above rates shall be calculated to the nearest five cents; any broken part of five cents in the result not exceeding two and a half cents to be disregarded.
- 5.3 Junior Employees who maintain dependants shall be paid not less than \$302.00 per week.
- 5.4 An Employee engaged as a greaser or an electric motor attendant shall, on attaining twenty years of age be paid the wage rate prescribed for such classification.
- 5.5 An Employee engaged in the Physical level 2 or above shall be paid at the rate prescribed for the classification or class of work.

## **6. Contract of employment**

- 6.1 **Temporary Employees**, that is Employees who are employed on a temporary basis under the PSEM Act may not have their services terminated before the completion of the specified period of employment due to insufficiency of work.
- 6.2 Any Employee being permanent or temporary not attending for duty shall, except on approved paid leave, lose pay for the time of non-attendance.
- 6.3 Notwithstanding anything elsewhere contained in this Schedule, the Agency may select and utilise for time-keeping purposes, any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply that proportion in the calculation of the working time of an Employee who, without reasonable cause, promptly communicated to the Agency, reports for duty after the appointed starting time or ceases duty before the appointed finishing time. The Agency shall apply the same proportion for the calculation of overtime.
- 6.4 If a temporary Employee is recruited from outside the Northern Territory and the Employee's services are terminated within one month of commencing employment for reasons other than those justifying dismissal without notice, the Employee shall be entitled to one week's notice and the Employee's pay for the period employed shall be adjusted by the addition of 20%.

## **7. Fares and travelling expenses on engagement and on termination of employment - temporary Employees**

- 7.1 An Employee engaged outside the Northern Territory for employment in the Northern Territory, shall at the Agency's expense be conveyed together with his or her tools of trade, if any, from the place of engagement to the place of employment, provided that an agreed amount may be deducted from the wages due to such Employee up to the total amount of the cost of transportation from the place of engagement to the place of employment in the Northern Territory.
- 7.2 The amount so deducted and retained by the Agency shall be returned to the Employee at the expiration of six months from the time of commencing work or on completion of the term of engagement or on the termination by the Agency of the Employee's employment for reasons other than those specified in sub-clause 6.2 permitting dismissal without notice, whichever event shall first happen.

- 7.3 When travelling from the place of engagement to the place of employment, an Employee shall be paid wages at the rate prescribed by this Schedule for his or her classification as from the time of commencing travel to undertake duty to the time of arrival at the place of employment, provided that such wages shall be for a maximum of sixteen hours at ordinary rate of pay where travel is by rail with second class sleeper accommodation or by economy class air.
- (a) Provided further that if the Employee travels by any other mode of transport the Employee shall be entitled to payment of eight hours travelling in respect of each day of travel up to a maximum of sixteen hours at ordinary rate of pay.
- 7.4 If an Employee engaged in accordance with sub-clause 7.1 resigns on completion of twelve months service or on the completion of his or her term of engagement or on the termination of his or her employment by the Agency for reasons other than misconduct or incompetence, whichever event shall first happen, the Employee shall be reimbursed the cost of his or her travel to enable him or her to return to his or her place of engagement and the payment of wages on the basis indicated in sub-clause 7.3, from the time of commencing travel for the return journey until the time of arrival at the place of engagement.
- 7.5 Such entitlement shall lapse if not availed of before the expiration of three months from the date of termination of employment.
- 7.6 Should an Employee elect to travel to the Northern Territory by means of his or her own vehicle the Employee may after giving six months satisfactory service be reimbursed the cost of his or her travel calculated on the mileage and period necessary for travel by the most direct recognised route from the place of engagement up to a maximum of the cost of a single fare and travelling time if the Employee had travelled by economy class air by the most direct route.

## **8. Mixed functions - change in classification**

An Employee required to perform on any one day, two or more classes of work to which differential rates are applicable, shall be paid in respect of the whole time during which the Employee works on that day at the highest rate fixed in respect of any such classes of work.

## **9. Payment of wages**

- 9.1 Wages shall be paid fortnightly at the option of the Agency.
- 9.2 Where an Employee terminates his or her services at his or her own request and fails to give the required period of notice in accordance with clause 6 - Contract of employment, all wages and moneys due to the Employee shall be forwarded to him or her within one week of the Employee's termination.
- 9.3 Where the Agency terminates the services of an Employee for any reason whatsoever, the Employee shall be paid all moneys due to him or her to time of termination at the time of ceasing duty, provided that if such termination is without notice and takes place after noon on a Friday, this provision shall be deemed to have been met if the moneys are made available prior to noon on the next succeeding working day.
- 9.4 Where an Employee who is not absent from work is not paid on the regular pay day, the Employee shall be paid waiting time at the ordinary rate from close of business on pay day until time of actual payment provided that not more than eight hours pay shall accrue in respect of each 24 hours of waiting.

9.5 If the delay is caused by circumstances outside the control of the Agency, sub-clause 9.4 shall not apply.

## 10. Allowances

10.1 Leading hands

Leading hands shall be paid a leading hand allowance in accordance with the rates specified in Schedule 11.

10.2 Industry allowance

- (a) For the purpose of this clause the following definitions apply:
- (i) **Construction work** means work wherever performed other than that defined as maintenance work or shop work.
  - (ii) **Maintenance work** means small repair or renovation work carried out by an Employee employed in an enterprise that is not connected with the building industry.
  - (iii) **Shop work** means work performed by an Employee in a workshop not located on an on-site building project.
- (b) In addition to the salary rates specified in Schedule 11 an Industry allowance at the rate also specified in Schedule 11 shall be paid to an Employee who is performing work as described hereunder.
- (i) Building trades: on construction work as defined in this Schedule.
  - (ii) Civil engineering: on work done in or in connection with the industrial pursuits set out in paragraph (c).
  - (iii) Transport drivers: on work on construction project sites in connection with the industrial pursuits set out in paragraph (c).
  - (iv) Engine drivers: on work on a building and/or construction site in connection with the industrial pursuits set out in paragraph (c).
- (c) The industrial pursuits are as follows:
- (i) The construction, alteration, repair and maintenance of railways, tramways, roads, freeways, causeways, aerodromes, civil engineering works, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto;
  - (ii) Forestry;
  - (iii) Land clearing and preparation;
  - (iv) Soil conservation;
  - (v) Vermin and noxious weed control and eradication.

- (d) An Employee performing the work of any of the classifications in specified in clause 1, and who is usually employed on other than construction work (as defined herein) and who is required to perform construction work (as defined herein) shall be paid an industry allowance at the rate specified in Schedule 11 in accordance with the basis set out in clause 8 (Mixed functions - change in classification).
- (e) An Employee performing the work of any of the aforesaid classifications and who is usually employed on construction work (as defined herein), shall be paid the industry allowance prescribed in paragraph (b).
- (f) The industry allowance where payable is to compensate for Employees being subject to:
  - (i) climatic conditions when working in the open on all types of work or on a multistorey construction prior to it being enclosed;
  - (ii) the physical disadvantages of having to climb stairs or ladders, particularly on multistorey construction prior to the elevator being available;
  - (iii) dust blowing in the wind on construction sites;
  - (iv) sloppy or muddy conditions associated with the initial stages of construction;
  - (v) dirty conditions caused by use of form oil or green timber;
  - (vi) drippings from newly poured concrete;
  - (vii) the disability of working on all types of scaffold other than a single plank or bosun's chair; and
  - (viii) the lack of usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers, etc.).

### 10.3 Supply of tools and tool allowance

- (a) The Agency shall provide for a metal tradesperson all tools necessary for the performance of his work or if tools are not supplied an allowance at a rate specified in Schedule 11 shall be payable. The allowance to apply for all purposes of the Schedule.
- (b) An Employee shall give a receipt for any tool provided to him by the Agency.
- (c) An Employee shall replace or have deducted from his pay the cost of any tools so provided if lost through his negligence.
- (d) Tradespersons, other than metal tradespersons who supply their own tools shall be paid, in addition to the salary rates prescribed in Schedule 11, a tool allowance at the rate specified in Schedule 11 for the replacement of tools.
- (e) The Agency shall provide for the tradesperson all necessary power tools and specific purpose tools.

### 10.4 Special rates

(a) In addition to the rates prescribed elsewhere in this Schedule the following special rates shall be paid:

(i) Dirty work

An Employee not in receipt of the industry allowance prescribed in sub-clause 10.2 and who is employed on work which the Agency agrees is of an unusually dirty or offensive nature shall be an allowance at the rate specified in Schedule 11.

(ii) Wet places

An Employee working in any place where his or her clothing or boots become wet, whether by water, oil or otherwise, shall be paid an allowance at the rate specified in Schedule 11.

A. Provided that this extra rate shall not be payable to an Employee who is provided by the Employer with suitable and effective protective clothing and/or footwear.

B. Provided further that any Employee who becomes entitled to this extra rate shall be paid that extra rate for such part of the day or shift as the Employee is required to work in wet clothing or boots.

(iii) Grader operators - back-country work

Grader operators working on stock routes or breaking trail or maintaining back-country roads shall be paid an allowance at the rate specified in Schedule 11 provided that this rate shall not be payable for work on the Stuart Highway, Barkly Highway or any road in or around a registered aerodrome or within sixteen kilometres radius of the townships of Darwin, Alice Springs, Katherine and Tennant Creek.

(iv) Work inside oil tanks

An Employee cleaning, scraping or chipping the inside surfaces of oil tanks in which there is oil or employed inside oil tanks in removing residuum of oil or sludge therefrom shall whilst so engaged be paid an allowance at the rate specified in Schedule 11.

A. In addition to the extra rate prescribed in sub-paragraph (iv), an Employee cleaning the inside of oil tanks in which there has been oil and/or scraping or chipping inside of enclosed oil tanks and iron work, and the painters or tarrers painting or tarring inside of enclosed oil tanks shall be allowed rest periods in the open air as are necessary, but not less than twenty minutes after each hour where the inside temperature is 46 degrees Celsius or more and not less than twenty minutes after each 40 minutes work where the inside temperature is 54 degrees Celsius or more.

B. The Agency shall allow reasonable rest periods to Employees working inside any oil tank after and during the period that the covering is being placed thereon. Where the temperature is 46

degrees Celsius or more rest periods as set out in sub-paragraph A shall be granted.

C. The rest periods specified in sub-paragraphs A and B shall include the time allowed for rest breaks prescribed in sub-clause 11.6.

(v) Work on outside of oil tanks

Where reasonable shelter is not provided by the Agency an Employee engaged on the construction and/or repair of oil tanks shall be paid an allowance at the rate specified in Schedule 11 in addition to any other sum payable under this Schedule.

(vi) Survey Parties

In addition to other conditions of employment specified in this Schedule survey Employees travelling from headquarters to place of work or vice versa shall be paid for ordinary working time occupied in such travelling unless travelling on Saturday or Sunday when they shall be paid at the rate of double time.

(vii) Tradespersons rates

The rates of pay for tradespersons prescribed in clause 21 (Classifications), include all claims for special rates for engaging on repairs when travelling, rigging tackle for all erection and repair of electrical machines or apparatus, maintenance of storage and batteries and allowances for grinding tools except when the services of a tradesperson are terminated in which circumstances the tradesperson shall be allowed one and a half hours at his or her ordinary rate of pay for the purpose of gathering and grinding his or her tools.

(viii) Height money Employees (other than those to whom the allowance prescribed in sub-clause 10.2 is payable and those on wharf construction or repair) working at a height of nine metres above the nearest horizontal plane shall be paid an allowance at the rate specified in Schedule 11.

(ix) Height money - other Employees (other than on wharf construction or repair) working on a swinging scaffold, a single plank or a bosun's chair shall be paid an allowance at the rate specified in Schedule 11 in addition to the rates prescribed in paragraph (viii).

(x) Wharf construction

An Employee on wharf construction or repair who is required to work on a single plank, scaffold of any type or in a bosun's chair shall be an allowance at the rate specified in Schedule 11 for each day on which the Employee is so employed, provided that this rate shall not be payable to an Employee working exclusively on the wharf deck.

(xi) Insulation work

An Employee handling loose slagwool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold

or noise or working in a dust-laden atmosphere caused by the use of such materials or when working on insulating work in an average temperature of 7 degrees Celsius or under, shall, when so employed on the construction or demolition of furnaces, walls, floors and/or ceilings, be an allowance at the rate specified in Schedule 11.

(xii) Confined space

An Employee working in a confined space the dimensions of which necessitate working in a stooped or otherwise cramped position shall whilst so employed be an allowance at the rate specified in Schedule 11.

(xiii) Boiler cleaning

An Employee working inside the gas or water space of any boiler, flue or economiser in cleaning or scraping shall whilst so employed be paid an allowance at the rate specified in Schedule 11, provided that such an Employee shall not be paid the confined space allowance prescribed in sub-paragraph (xii).

(xiv) Diving allowance

A. Divers

An Employee working as a diver shall be paid in addition to his or her ordinary rate of pay, an allowance at the rate specified in Schedule 11 for each day on which he or she is required to dive.

B. Diver's tender

An Employee acting as diver's tender shall be paid in addition to his or her ordinary rate of pay, an allowance at the rate specified in Schedule 11 for each day on which diving is carried out.

C. Diver's tender's assistant

An Employee assisting diver's tender shall be paid in addition to his or her ordinary rate of pay, an allowance at the rate specified in Schedule 11 for each day on which diving is carried out.

(xv) Termite protection Employees engaged on the treatment of timber to protect it against damage by termites or the like shall be paid an allowance at the rate specified in Schedule 11 or part thereof.

(xvi) Toxic substances - An Employee shall be paid an allowance for handling toxic substances an allowance at the rate specified in Schedule 11.

(b) The allowance shall not count as salary or wages for any purpose and shall not be paid during any period of leave, either with or without pay.

10.5 Compensation for damage to clothes and tools

Compensation in accordance with By-law 22, as amended from time to time, shall be made where, in the course of work, clothing, tools and or other personal effects have been damaged or destroyed.

10.6 Allowance for protective clothing

- (a) Where the Employer requires an Employee to wear protective clothing the Employer shall reimburse the Employee for the cost of purchasing such clothing. The provisions of this clause do not apply where protective clothing is provided by the Employer.
- (b) All equipment and protective clothing provided by the Agency shall remain the property of the Agency and shall be accounted for by each Employee when so required. When any item has become so worn that it is no longer adequate for its purpose, it shall be replaced by the Agency without charge to the Employee but any item which is lost or damaged through the negligence of the Employee shall be replaced at the expense of the Employee.
- (c) The cost of any article not returned to the Agency by an Employee on termination may be recovered from any monies owing to that Employee.

10.7 Accommodation - camping

- (a) An Employee who, in accordance with his or her duty, is required to camp out or is employed in a camping party, shall be paid an allowance pursuant to By-law 31, as amended from time to time, at the rates and in accordance with the provisions of that By-law.
- (b) Where an Employee is not supplied with camping equipment the Employee shall be paid an allowance at the rate specified in Schedule 11 in addition to the rates prescribed in paragraph (a).

10.8 Allowance for children attending school outside isolated districts

An Employee shall be eligible for reimbursement of fares for children attending secondary school outside isolated districts in accordance with the conditions prescribed in By-law 52, as amended from time to time.

10.9 Allowance for excess fares and travelling time

- (a) The Employer must pay an allowance to an Employee, who is required to commence work daily on a job site and who is not accommodated or camped at or adjacent to the job site, for the cost of reimbursement of excess fares and travelling time at the rates specified in Schedule 11 and in accordance with the following provisions:
  - (i) at the specified rate where the job site is situated within a 32 kilometre radius of the Post Offices of Darwin, Katherine and Alice Springs.
  - (ii) Where an Employee travels daily to a job site located outside the 32 kilometre radius mentioned in sub-paragraph (i) the Employee shall be paid at the specified rate and in addition, the Employee shall also be paid at ordinary rates calculated to the nearest quarter of an hour, with a minimum payment as for one quarter-hour for each journey, for any time outside ordinary work hours reasonably spent in travelling daily from the 32 kilometre radius to the job site and returning to that radius.

- (iii) The above-stated allowance shall not be payable if the Employer provides or offers to provide transport to the job site and return free of charge in which case a lesser allowance at the rate specified in Schedule 11 shall be paid.
  - (iv) Where the Employer provides transport in accordance with sub-paragraph (iii) the transport shall be provided from a control location or locations fixed by the Agency by agreement with the Employees. This transport shall have suitable seating accommodation and protection from the weather.
- (b) Where an Employee travels to and from work in the Agency's time, no payment shall be made for travelling time.
  - (c) The allowances prescribed in paragraph (a) shall not apply to Employees who have a fixed place of work or operate from a fixed headquarters. But where such an Employee is directed on any date to report to a job site away from his or her fixed place of work or headquarters, that Employee shall be entitled to payment in accordance with paragraph (a).

#### 10.10 Drivers/operators allowances

- (a) Employees performing the duties of an Operator/Driver in accordance with clause 21 (Classifications), shall be paid, in addition to the salary rates prescribed in Schedule 11, an allowance listed below at the rates specified in Schedule 11:
  - (i) Employees handling money;
  - (ii) Employees carting and/or handling dirty material;
  - (iii) Employees carting and/or handling offensive material;
  - (iv) Employees carting and/or handling T.N.T;
  - (v) Employees who are required to cart or spread upon any place or street, tar, tarred materials, bitumen or bituminous material;
  - (vi) Employees employed in carting or handling carbon black, except when packed in sealed metal containers;
  - (vii) Drivers who are required by the Agency to load furniture onto or unload furniture from their vehicle during any day; and
  - (viii) Employees who are required to drive a vehicle carting garbage, provided that an Employee paid in accordance with this provision shall not be eligible for payment in accordance with sub-paragraph (ii).
- (b) Drivers of oil tractors, other than earth moving equipment, shall be paid an allowance at the rate specified in Schedule 11, for each trailer drawn after the first.
  - (i) Where an Employee to whom paragraph (b) applies draws both an empty and a loaded trailer on any day, the Employee shall be paid, for that day, the rate applicable for a loaded trailer.

#### 10.11 First aid allowance

A qualified first aid person shall be paid an allowance at the rate specified in Schedule 11 (for five days per week) in addition to his or her ordinary wage. This payment shall be regarded as wages for all purposes of this Schedule but the first aid person shall not be entitled to any payment or time allowance for aid rendered outside ordinary working hours unless the Employee is actually on duty at the time or has been granted permission to accompany a patient to receive treatment.

## **11. Hours of work- averaging hours arrangements**

- 11.1 The ordinary hours of work except for cooking and catering personnel, shall be 38 per week or an average of 38 per week over a cycle of four weeks to be worked in one of the following cycles:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 11.2 Hours of work on any day are to be between the hours of 6.00 a.m. and 5.30 p.m. Monday to Friday, exclusive of a lunch period of not less than 30 minutes and not more than 60 minutes each day.
- 11.3 Employees who work from isolated localities throughout the Northern Territory may accumulate up to three programmed days off. Thus for these Employees the average of 38 ordinary hours may be achieved over a period which exceeds 28 consecutive days.
- 11.4 An Employee shall not be required to work for more than five hours continuously without a meal break.
- (a) Provided that, for all authorised work performed after five hours continuous duty without a meal break and until a meal break is allowed, an Employee shall be paid at the rate of time and a half.
  - (b) Requests to perform duty which attract the provisions of paragraph (a) shall only be given to an Employee covered by this Schedule by an Employee who has delegated authority from the CEO to do so.
- 11.5 In the case of cooking and catering personnel the hours of duty shall be worked in five days of the week between such starting and finishing times as shall be specified in a roster settled by the Agency and the head cook and exhibited in a place accessible to the Employees concerned, provided that, all rostered time worked on a Saturday shall be paid for at the rate of time and a half and all time worked outside or in excess of the rostered hours on a Saturday shall be paid for at the rate of double time. All time worked on a Sunday shall be at double time. In no case shall the normal working hours be rostered over a period of more than twelve hours on any day.
- 11.6 Employees shall be allowed two fifteen minute breaks per day for rest breaks. The first break shall commence not earlier than 9.40 a.m. and cease not later than 10.15 a.m. and the second break shall commence not later than 3.00 p.m. The period of such breaks shall be regarded for all purposes as time of duty and Employees shall not be at liberty to leave the workplace in their rest break period.

## 12. Overtime

- 12.1 All work done outside ordinary hours shall be paid for at the rate of time and half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work. Except as provided in this subclause or sub-clause 12.3 in computation of overtime, each day's work shall stand alone.
- 12.2 The weekly hours divisor for the purpose of calculating hourly overtime rates shall be 38.
- 12.3 Rest period
- (a) When overtime work is necessary, it shall, wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days.
  - (b) An Employee who works so much overtime between the termination of that Employee's ordinary work on one day and the commencement of the Employee's ordinary work on the next day that the Employee has not at least ten consecutive hours off duty between those times, shall, subject to this subclause, be released after completion of the overtime until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during the time-off duty.
  - (c) If, on the instructions of the Agency, such an Employee resumes or continues work without having had those ten consecutive hours off duty, the Employee shall be paid at double rate until the Employee is released from duty for that period and the Employee shall then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.
  - (d) The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight hours were substituted for ten hours when overtime is worked:
    - (i) for the purpose of changing shift rosters; or
    - (ii) where a shift worker does not report for duty; or
    - (iii) where a shift is worked by arrangement between the Employees themselves.
- 12.4 Call-back
- (a) Employee recalled to work overtime after leaving the undertaking (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work or where the Employee has been paid an on call allowance in accordance with sub-clause 13(On call allowance), the Employee shall be paid for a minimum of three hours work at the appropriate rate for each time the Employee is so recalled.
  - (b) In the case of unforeseen circumstances arising, the Employee shall not be required to work the full three hours if the job the Employee was recalled to perform is completed within a shorter period.
  - (c) Where an Employee is camped or is in residence within the project area, the minimum payment in respect of a recall to work shall be two hours at the appropriate rate.

- (d) This subclause shall not apply in cases where it is customary for an Employee to return to the undertaking to perform a specific job outside his or her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (e) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of sub-clause 12.3 where the actual time worked is less than three hours on the recall or on each of the recalls.

12.5 Crib time

- (a) An Employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the Employee continues to work after the crib time.
- (b) Where a day worker is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10.00 a.m. and 1.00 p.m. be paid at ordinary rate.
- (c) Unless the period of overtime is less than one and a half hours an Employee, before starting overtime after working ordinary hours, shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. The officer in charge of the job and the Employee may agree to any variation of this provision to meet the circumstances of the work in hand but the Agency shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

12.6 Meal allowance

- (a) Where an Employee is required to perform overtime duty in excess of one and a half hours after the usual ceasing time, the Employee shall be supplied with a meal or meals at Agency expense or shall be paid a meal allowance, in addition to overtime, at such rate as determined by the Commissioner under By-law 25, as amended from time to time.
- (b) Unless the Agency advises an Employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the Agency shall provide that second or subsequent meal (as the case may be) or make payment in its stead in accordance with the provisions of paragraph (a).
- (c) If, in pursuance of notice, an Employee has provided a meal or meals and the Employee is not required to work overtime or is required to work less than the period of overtime stated on the notice, the Employee shall be paid under the provision of paragraph (a) in respect of each meal provided by him or her, but which is made surplus by the change in requirements.

12.7 Transport of Employees

When an Employee, after having worked overtime or a shift for which the Employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Agency shall provide the Employee with a conveyance to his or her home, or pay his or her current wage for the time reasonably occupied in reaching his or her home.

12.8 Saturday work - five day week

A day worker on a five day week, required to work overtime on a Saturday, shall be afforded at least four hours work or paid for four hours at the appropriate rate except where the overtime is continuous with overtime commenced on the previous day.

12.9 Working of overtime

The Agency may require an Employee to work reasonable overtime at overtime rates and the Employee shall work overtime in accordance with the requirement.

### 13. On call allowance

13.1 Subject to the prior approval of the Commissioner to the introduction at an establishment of an on call roster in relation to a class of Employee, an Employee placed on that roster as available for duty on call during a period when the Employee is off duty shall be paid in accordance with the following scale:

- (a) When the rostered period is for:
  - (i) Any night Monday to Friday inclusive (except programmed days off) at the rate specified in Schedule 11.
  - (ii) Saturday, Sunday, public holidays and programmed days off (day and night inclusive) at the rate specified in Schedule 11.

### 14. Sunday and holiday work

14.1 An Employee, other than one covered by sub-clause 14.3 shall be paid at the rate of double time for work done on Sundays and at the rate of double time and a half for work done on public holidays, the appropriate rate to continue until the Employee is relieved from duty.

14.2 An Employee required to work on a Sunday or public holiday shall be paid for a minimum of four hours work.

14.3 A shift worker on continuous work shifts for work done on a rostered shift, the major portion of which is performed on a Sunday or holiday, shall be paid at the rate of double time.

14.4 For the purposes of sub-clause 14.3 one shift (part of which falls within the Sunday or holiday period) shall be observed as the Sunday or holiday shift and parts of other shifts which may be worked between midnight and midnight on the Sunday or holiday shall not be paid for at the rate of double time, except for time of duty in excess of shift hours.

14.5 An Employee, not engaged on continuous work who works on a Sunday or public holiday and (except for meal breaks) immediately thereafter continues that work, shall on being relieved from duty, be entitled to be absent until the Employee has had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during the absence.

14.6 Where, in a cycle of shifts on a regular roster, an Employee is required to perform rostered duty on each of the days of the week, that Employee shall in respect of a public holiday which occurs on a day on which the Employee is rostered off duty, be granted, if practicable, within one month after the holiday, a day's leave in lieu of that holiday.

14.7 Where in any case, it is not practicable to grant a day's leave in pursuance of sub-clause 14.6, the Employee shall be paid, in its stead, one day's pay at the ordinary rate.

### 15. Shift work

- 15.1 The ordinary hours of shift work shall average 38 per week including such time as by mutual agreement may be taken for meals and shall not exceed 152 hours in 28 consecutive days.
- 15.2 Employees who work from isolated localities throughout the Northern Territory may accumulate up to three programmed days off. Thus for these Employees the average of 38 ordinary hours may be achieved over a period which exceeds 28 consecutive days.
- 15.3 There shall be a roster of shifts, which shall:
- (a) provide for rotation unless all the Employees desire otherwise;
  - (b) provide for not more than eight shifts to be worked in any nine consecutive days; and
  - (c) not be changed until after four weeks notice;
- provided that an Employee's place on each roster shall not be changed except on one week's notice of such change of payment or penalty rates.
- 15.4 So far as Employees present themselves for work in accordance therewith shifts shall be worked according to the roster.
- 15.5 For work done by a shift worker outside the ordinary hours of his or her shift double time shall be paid, but this shall not apply to arrangements between the Employees themselves or in cases due to rotation of shift or when the relief does not come on duty at the proper time. For all time of duty after the Employee has finished his or her ordinary shift such unrelieved Employee shall be paid time and a half for the first eight hours and double time thereafter.
- 15.6 A shift worker whilst on afternoon or night shifts shall be paid 15% more than the Employee's ordinary rate for such shifts.
- 15.7 A shift worker who works on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop shall be paid at the rate of time and a half.
- 15.8 An Employee who:
- (a) during a period of engagement on shift work, works night shift only; or
  - (b) remains on night shift for a longer period than four consecutive weeks; or
  - (c) works on night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least 1/3 of his or her working time-off night shift in each cycle;
- shall during such engagement, period or cycle be paid at the rate of single time plus 30% for all time worked during ordinary working hours on such night shifts.
- 15.9 **Day shift** means any shift starting at or after 6.00 a.m. and before 10.00 a.m.
- 15.10 **Afternoon shift** means any shift starting at or after 10.00 a.m. and before 8.00 p.m.
- 15.11 **Night shift** means any shift starting at or after 8.00 p.m. and before 6.00 a.m.
- 15.12 For work performed between midnight on Friday and midnight on Saturday, an Employee working shifts shall be paid at the minimum rate of time and a half. This extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding paragraphs of this subclause but the provisions of this paragraph shall not prejudice any right

of the Employee to obtain, alternatively, any higher rate in respect of that work by virtue of any provision of this Schedule.

## **16. Travelling time between jobs**

- 16.1 An Employee who is required to travel on duty between one Agency job and another shall be paid at ordinary rates for all time up to eight hours spent in travelling on a weekday. For all time over eight hours spent in travelling on a weekday and for all time spent in travelling on a Saturday, the Employee shall be paid at overtime rates and for all time spent in travelling on a Sunday or holiday the Employee shall be paid at double rates.
- 16.2 Where travel is by ship where sleeping accommodation is available the maximum travelling time to be paid shall be for twelve hours out of every 24 hours.

## **17. Travelling allowance**

An Employee when travelling on duty and when required to be absent overnight from his or her permanent or temporary headquarters shall be paid Travelling allowance under the provisions of By-law 30, as amended from time to time.

## **18. Fares and travel on annual leave**

Eligible Employees situated within the Northern Territory shall be eligible to receive reimbursement of fares under By-law 33 or 47, as amended from time to time.

## **19. Leave to attend industrial proceedings**

- 19.1 An Employee required by summons or subpoena to attend industrial proceedings, or to give evidence in proceedings affecting the Employee will be granted paid leave.
- 19.2 Leave to attend industrial proceedings counts as service for all purposes.

## **20. Public holidays**

- 20.1 All Employees shall be entitled to such public holidays as are prescribed and authorised in accordance with the *Northern Territory Public Holidays Act 1996* without deduction of pay unless they are absent at the time from the works without leave or on leave applied for by them in excess of five days continuously, for which no pay would have accrued.
- 20.2 In respect of Christmas and New Year, the CEO, in special circumstances may extend that period of approved absence without pay to ten days.
- 20.3 Holidays shall be paid for at the normal wage rates in force for one week before the holidays.

## **21. Classifications (Construction And Maintenance)**

### **21.1 Division A - Building/Civil Engineering/Misc.**

- (a) Physical grades level 2

- (i) Asphalter and tarrer;
- (ii) Builders labourer (C);
- (iii) Builders labourer (D);
- (iv) Camp attendant;
- (v) Camp attendant;
- (vi) Carpenter's labourer;
- (vii) Cleaner, office;
- (viii) Concrete or compo worker;
- (ix) Cook's offsider;
- (x) Diamond/machine drillers asst;
- (xi) Faller;
- (xii) Field assistant (conservation commission);
- (xiii) Forestry worker;
- (xiv) Gardener;
- (xv) Labourer;
- (xvi) Labourer - rate not elsewhere prescribed;
- (xvii) Labourer agricultural;
- (xviii) Maintenance hand on sewage treatment or;
- (xix) Propagator (conservation commission);
- (xx) Storeman, project;
- (xxi) Storeman, workshop or project;
- (xxii) Watchman;
- (xxiii) Weighbridge attendant.

(b) Physical grades level 3

- (i) Builders labourer (A);
- (ii) Builders labourer (B);
- (iii) Chainman;
- (iv) Cook;
- (v) Diamond and/or machine drillers;
- (vi) Ganger (A) under twelve men;
- (vii) Shaft or trench sinker (A);
- (viii) Shaft or trench sinker (B).

(c) Physical grades level 4

- (i) Bricklayer;
- (ii) Bridge and wharf carpenter;
- (iii) Carpenter and/or joiner;
- (iv) Cook (head) (trade qualified);
- (v) Fibrous plaster fixer;
- (vi) Field assistant (geology) grade 1;
- (vii) Field assistant (geology) grade 2;
- (viii) Foreman gardener (Alice springs);
- (ix) Ganger (B) twelve Employees or more;
- (x) Painter;
- (xi) Plasterer;
- (xii) Plumber;
- (xiii) Stonemason;
- (xiv) Tradesperson (horticulture);
- (xv) Saw doctor - (obsolete);
- (xvi) Sawyer (no. 1 bench) - (obsolete);
- (xvii) Gardener (housing commission) - (obsolete).

21.2 **Division B - Operators/Drivers**

- (a) Physical grades level 2
  - (i) Driver, passenger vehicle, to 30 passengers;
  - (ii) Driver, rigid vehicle, to eight tonnes;
  - (iii) Driver, tow motor;
  - (iv) Fireman;
  - (v) Operator mechanical equipment group 1;
  - (vi) Operator mechanical equipment group 2;
  - (vii) Yardperson.
- (b) Physical grades level 3
  - (i) Driver, articulated vehicle to twenty tonnes;
  - (ii) Driver, double articulated vehicle, to sixteen tonnes;
  - (iii) Driver, machinery float, to sixteen tonnes;
  - (iv) Driver, rigid vehicle, over eight tonnes;
  - (v) Driver/conductor;
  - (vi) Operator mechanical equipment group 3.
- (c) Physical grades level 4
  - (i) Driver, articulated vehicle, over twenty tonnes;
  - (ii) Driver, double articulated vehicle, over sixteen tonnes;
  - (iii) Driver, machinery float, over sixteen tonnes;
  - (iv) Operator mechanical equipment group 4;
  - (v) Operator mechanical equipment group 5.
- (d) Physical grades level 5
  - (i) Operator mechanical equipment group 6.

### 21.3 **Division C - Metals**

- (a) Physical grades level 2
  - (i) Tradesperson's assistant.
- (b) Physical grades level 4
  - (i) Boilermaker/structural steel tradesman;
  - (ii) Electrical fitter;
  - (iii) Electrical mechanic;
  - (iv) Electrician;
  - (v) Fitter;
  - (vi) Machinist first class;
  - (vii) Motor mechanic;
  - (viii) Refrigeration mechanic or serviceperson;
  - (ix) Sheet metal worker first class;
  - (x) Welder (A) special class;
  - (xi) Welder (B) first class.
- (c) Physical grades level 5
  - (i) Inspector (electrical plant and equipment);
  - (ii) Inspector (mechanical plant and equipment).

- (d) Physical grades level 6
  - (i) Electrician - special class.

## **22. Work Level Standards (Construction and Maintenance)**

### 22.1 Physical Grade Level 1

- (a) A person at this level shall be a new Employee without previous experience in the range of duties pertaining to the occupation. The Employee shall perform a range of duties whilst undergoing training; and
  - (i) works under direct supervision either individually or in a team environment using established routines, methods and procedures;
  - (ii) exercises minimal judgment in deciding how tasks are to be performed.

This level shall be used for training for Employees being graded to level 2 and level 3 positions.

- (b) An Employee appointed to a level 2 position, without previous experience in the range of duties pertaining to the occupation, shall be paid at the rate of the first salary point of level 1 for a period of six months continuous service and then at the rate of the second salary point of level 1 for the second six months. Upon completion of this twelve monthly period they shall be paid at the rate of the first salary point of level 2.
- (c) An Employee appointed to a level 3 position, without previous experience in the range of duties pertaining to the occupation, shall be paid at the rate of the third salary point of level 1 for a period of six months continuous service and then at the rate of the fourth salary point of level 1 for the second six months. Upon completion of this twelve monthly period they shall be paid at the rate of the first salary point of level 3.

### 22.2 Physical Grade Level 2

- (a) A person at this level:
  - (i) works either individually or in a team environment under general supervision; guidance may be provided by basic plans, sketches and working drawings in conjunction with written or verbal instructions;
  - (ii) performs a variety of manual tasks and/or operates plant, equipment and vehicles requiring more than a basic level of skill;
  - (iii) exercises judgement in deciding how tasks are to be performed;
  - (iv) exercises good communication and interpersonal skills where routine client liaison applies;
  - (v) may be expected to assist in the familiarisation of other staff with the typical duties required of their position.
- (b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(c) Typical duties whilst engaged at this level

(i) Building/civil engineering/miscellaneous

- A. Perform routine manual tasks using simple tools and equipment such as shovels and wheelbarrows. Tasks may be undertaken in a range of situations like confined spaces, above ground level or in a dirty work environment;
- B. Move bulk material such as earth, sand, rubble and waste material;
- C. Load, unload and move materials, tools and equipment;
- D. Sort, clean and stack salvaged materials;
- E. Sort, clean and store tools and equipment;
- F. Under direct supervision assist in erecting, stabilising or placing structural members (other than for scaffolding or aluminium alloy structures) and setting up cranes or hoists other than those attached to scaffolding;
- G. Under direct supervision assist in placing and firing explosive charges (not operating explosive powered tools);
- H. Erect aluminium alloy structures;
- I. Perform various aspects of demolition work;
- J. Lift and hold heavy objects (in accordance with OH&S guidelines) for securing by others;
- K. Move materials, tools and equipment by the quickest and safest method from one point to another on a site;
- L. Mix, pour and spread materials such as concrete, using equipment such as mixers, concrete pump guns and tampers;
- M. Mix, pour and spread asphalt and tar utilising appropriate equipment;
- N. Prepare work areas using equipment such as jack hammers and concrete saws;
- O. Assist tradespersons in their tasks;
- P. Maintain and undertake minor repairs of equipment, tools and machinery used at this level within their level of skill and training - e.g. maintain equipment in accordance with the manufacturers instructions;

- Q. Use basic plans sketches and working drawings e.g. to make blinds, size cut and lay roofing materials such as malthoid, erect barricades and place lights to isolate work areas and protect workers;
- R. Assist the cook in the preparation and serving of meals;
- S. Clean site offices and other buildings;
- T. Perform general manual tasks in a construction camp including cleaning;
- U. Perform general labouring duties on a farm or similar agricultural project including driving a tractor or motor vehicle and operating farm machinery;
- V. Perform duties traditionally associated with the occupations of:
  - 1) gear hand;
  - 2) pile driver;
  - 3) tackle hand;
  - 4) gantry or crane hand;
  - 5) crane chaser;
  - 6) cement gun operator;
  - 7) concrete cutting/drilling machine operator;
  - 8) dump cart operator;
  - 9) steel or bar bender to pattern or plan;
  - 10) propogator;
  - 11) storeman, workshop or project;
  - 12) cook's offsider;
  - 13) concrete or compo worker;
  - 14) diamond/machine drillers assistant;
  - 15) faller;
  - 16) field assistant(Conservation Commission);
  - 17) fireman;
  - 18) forestry worker;
  - 19) maintenance hand on sewage treatment;
  - 20) gardener;
  - 21) watchman;
  - 22) weighbridge attendant;
  - 23) yardman.

(ii) Plant operator/transport driver

- A. Licensed operation of plant/machinery including:
  - 1) Boiler;
- B. Pneumatic tyred tractor:
  - 1) without power operated attachments up to and including class 6 (includes tractor tilting or one man hitch trailer) with power operated attachments below class 3.

- C. Crawler tractor:
  - 1) without power operated attachments up to and including class 3 with power operated attachments up to and including class 2.
- D. Fork-lift;
- E. Aggregate dryer.
- F. Roadroller:
  - 1) powered under eight tonnes;
  - 2) powered vibrating under four tonnes.
- G. Asphalt plant mixer:
  - 1) capacity of less than ten tonnes of hot mix per hour.
- H. Second driver:
  - 1) navy and dragline or dredge type excavator.
- (iii) Drive vehicles/machinery including:
  - A. Passenger vehicle:
    - 1) to 30 passengers.
  - B. Rigid vehicle:
    - 1) to eight tonnes.
- (iv) Service, lubricate, clean and refuel plant and perform minor repairs;
- (v) Record instrument readings, hours of operation, fuel consumption and power output;
- (vi) Operates electrical or manual controls to raise, lower and manipulate plant and/or selected attachments;
- (vii) Driving and manoeuvring plant and attachments within surveyors pegs or working from drawings, markings or verbal instructions.
- (d) Metal industry (including electrical/electronic designations)
  - (i) Use selected hand tools and perform minor machine tool/equipment operations, e.g. basic soldering or butt and spot welds or cut scrap with oxy-acetylene blow pipe.
  - (ii) Perform simple assembly and dismantling tasks on mechanical or electrical equipment, e.g. motor vehicles, mechanical plant.
  - (iii) Transport tools, materials and work pieces to and from the job.

- (iv) Read instruments or gauges which require no adjustments or calculations for the operation.
- (v) Undertake minor repairs and routinely clean and service equipment or mechanical plant where such duties do not involve the use of trade skills.
- (vi) Keep plant and working areas in a clean and tidy condition, including boiler cleaning.
- (vii) Maintain simple records.
- (viii) Operate machinery or equipment requiring more than a basic level of manual and/or operational skills, e.g. steam cleaning equipment including the use of chemical equipment, mobile equipment including forklifts, overhead cranes and winch operations.
- (ix) Perform machine tool operations, such as those associated with navaid equipment:
  - A. cleaning, treating, painting or polishing specialised equipment.
- (x) Assist trades' staff in more complex tasks, e.g. repair/modification of amphibians, replacement of faulty electrical components, testing and operation of electrical equipment and systems.
- (xi) Prepare or process transaction documents and workshop records.
- (xii) Dismantle, clean and reassemble various types of specialised equipment within the level of skill and training.
- (xiii) Perform simpler installation, maintenance and/or repair of electrical equipment and wiring.
- (xiv) Take accurate measurements.
- (e) Training
  - (i) Advancement to a higher level will be subject to:
  - (ii) satisfactory completion of training/competency assessment developed for each stream which is still to be determined; and
  - (iii) a vacant job being available and the normal selection process.

### 22.3 Physical Grade Level 3

- (a) A person at this level:
  - (i) Works under general supervision either individually or in a team environment, performing a variety of tasks which require knowledge of standards, practices and procedures and skills obtained through considerable training and experience; or
  - (ii) performs tasks requiring some level of technical or specialised knowledge or skill; or

- (iii) operates vehicles/plant requiring skills obtained through considerable training and experience; or
- (iv) under limited supervision, oversees staff engaged on a variety of tasks. This will include the assignment and quality control of work;
- (v) exercises judgment in deciding how tasks are to be performed;
- (vi) exercises communication and interpersonal skills where client liaison and supervisory responsibilities apply;
- (vii) may be expected to oversight the work of subordinates;
- (viii) may be expected to oversight the work of persons undergoing the on-the-job component of their training as per level 1;
- (ix) exercises good communication and interpersonal skills generally.

(b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(c) Typical duties whilst engaged at this level:

- (i) Building/civil engineering/miscellaneous
  - A. Perform scaffolding work including exercising judgment to select scaffolding for jobs, setting levels for lifts, positioning and fitting scaffolding;
  - B. Erect, stabilise or place structural members (other than for scaffolding or aluminium alloy structures) and set up cranes or hoists other than those attached to scaffolding;
  - C. Being directly responsible to the Agency for the correct and proper laying of sewerage and drainage pipes;
  - D. Fix steel including the performance of tack welding where required;
  - E. Hand finish cement or concrete work other than a finish in marble, mosaic or terrazzo;
  - F. Supervise staff using simple work plans, sketches etc to co-ordinate and direct activities - e.g. a person supervising up to twelve staff in a road repair gang may allocate a series of tasks using sketches and diagrams to describe locations;
  - G. Prepare, cook and serve foodstuffs, requisition, issue and control cooking ingredients and materials; A person performing these tasks at this level will not possess a relevant trade certificate or an equivalent recognised qualification however, upon attaining same, will be advanced to level 4; and

- H. Perform duties traditionally associated with the occupations of:
- 1) chainman;
  - 2) diamond/machine drillers;
  - 3) shaft or trench sinker.
- (ii) Plant operator/transport driver
- A. Licensed operation of plant/machinery including:
- 1) Pneumatic tyred tractor - power operated attachments class 6 or above 170 kW engine power with power attachments above class 3 up to and including 170 kW engine power (not including tilting or one man hitch trailer);
  - 2) Crawler tractor - without power operated attachments above class 3 with power attachments class 3,4,5 and class 6;
  - 3) Mobile crane - with lifting capacity up to and including fifteen tonnes;
  - 4) Grader - power operated below 35 kW engine power;
  - 5) Pneumatic tyred loader - up to and including 110 kW engine power;
  - 6) Crawler loader - up to and including class 6;
  - 7) Excavator - up to and including a half cubic metre;
  - 8) Roadroller - powered eight tonnes and over powered vibrating four tonnes and over;
  - 9) Asphalt plant mixer - capacity of more than ten tonnes of hot mix per hour;
  - 10) Pile driver - power operated winch.
- B. Drive vehicles/machinery including:
- 1) Articulated vehicle - up to twenty tonnes;
  - 2) Double articulated vehicle - up to sixteen tonnes;
  - 3) Machinery float - up to sixteen tonnes;
  - 4) Rigid vehicle - over eight tonnes;
  - 5) Driver/conductor.
- C. Service, lubricate, clean and refuel plant and perform minor repairs;

- D. Record instrument readings, hours of operation, fuel consumption and power output;
  - E. Operates electrical or manual controls to raise, lower and manipulate plant and/or selected attachments;
  - F. Driving and manoeuvring plant and attachments within surveyors pegs or working from drawings, markings or verbal instructions.
- (iii) Metal industry (including electrical/electronic designations)
- A. Use precision measuring instruments to carry out work, e.g. make-up ordinance charges, fuse shells.
  - B. Undertake machine setting, loading and operation.
  - C. Basic engineering and fault finding.
  - D. Take charge of working Parties engaged in specific tasks, e.g. setting up work areas.
  - E. Perform basic quality checks on the work of others.
- (d) Training
- (i) Advancement to a higher level will be subject to:
    - A. satisfactory completion of training/competency assessment developed for each stream which is still to be determined; and
    - B. a vacant job being available and the normal selection process.

#### 22.4 Physical Grade Level 4

- (a) A person at this level:
- (i) work under general supervision either individually or in a team environment, performing trade work and holding trade or other recognised equivalent qualifications; or
  - (ii) under limited supervision, supervise numbers of staff engaged on a variety of manual tasks/activities or a number of work teams;
  - (iii) exercises independent judgment in deciding how tasks are to be performed and have authority to adapt work methods in dealing with non-standard problems;
  - (iv) may be expected to familiarise other staff with the typical duties required of their position;
  - (v) applies quality control techniques to their work and the work of other staff;
  - (vi) assists in the development of, and implement training programs;

- (vii) exercises good communication and interpersonal skills.
- (b) Qualifications
- Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (c) Typical duties whilst engaged at this level:
- (i) Building/civil engineering/miscellaneous
    - A. Perform, within the scope of the trade, trades work or work requiring an equivalent level of skills and knowledge and, as necessary, undertake duties incidental to the trade - i.e. by making good a job of work;
    - B. Fabrication of unusual or non standard work by adapting existing procedures and practices;
    - C. Read, interpret and apply plans, specifications and diagrams;
    - D. Supervise and coordinate the activities of a group of staff undertaking a range of activities such as supervising more than twelve personnel laying footpaths;
    - E. Tradespersons may supervise trades assistants and provide guidance to apprentices;
    - F. Apply computing and other techniques as they relate to the operation of the trade and/or work area;
    - G. Perform trade work or work requiring an equivalent level of skills and knowledge e.g. cook; A person performing these tasks at this level will possess a trade certificate or an equivalent recognised qualification; and
    - H. Perform duties traditionally associated with the occupations of:
      - 1) fibrous plaster fixer;
      - 2) field assistant (geology);
      - 3) foreman gardener (Housing Commission - Alice Springs).
  - (ii) Plant operator/transport driver
    - A. Licensed operation of plant/machinery including:
      - 1) Pneumatic tyred tractor - with power operated attachments in excess of 170 kW engine power.
      - 2) Crawler tractor - with power operated attachments above class 6.

- 3) Mobile crane - lifting capacity greater than fifteen tonnes up to and including 40 tonnes.
- 4) Grader - power operated above 30 kW to 70 kW net engine power inclusive.
- 5) Pneumatic tyred loader - above 110 kW net engine power up to and including 220 kW net engine power.
- 6) Crawler loader - above class 6.
- 7) Excavator - above a half cubic metre up to and including 2.2 cubic metres (including Gradall).

B. Drive vehicles/machinery including:

- 1) Articulated vehicle - over twenty tonnes;
- 2) Double articulated vehicle - over sixteen tonnes;
- 3) Machinery float - over sixteen tonnes.

C. Service, lubricate, clean and refuel plant and perform minor repairs.

D. Record instrument readings, hours of operation, fuel consumption and power output.

E. Operates electrical or manual controls to raise, lower and manipulate plant and/or selected attachments.

F. Driving and manoeuvring plant and attachments within surveyors pegs or working from drawings, markings or verbal instructions.

(iii) Metal industry (including electrical/electronic designations)

A. Exercises the skills and knowledge within the scope of the trade.

B. Understand and apply computer techniques as they relate to the operation of the work area, e.g. diagnostic, job records, work plans.

C. Operate lifting equipment incidental to their work.

D. Operate, set up and adjust production machinery in a plant including production process welding to the extent of training.

E. Perform a range of engineering maintenance functions including:

- 1) removing equipment fastenings which may involve use of destructive cutting equipment;
- 2) lubrication of production equipment;

3) running adjustments to production equipment.

- F. Perform non-trade tasks incidental to their work.
- G. Inspect products and/or materials for conformity with established operational standards.
- H. Perform work which while primarily involving the skills of the person's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- I. Perform basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians.

(iv) Training

Advancement to a higher level will be subject to:

- A. satisfactory completion of training/competency assessment developed for each stream which is still to be determined; and
- B. a vacant job being available and the normal selection process.
- C. For Employees performing trade work, advancement to the next level (i.e: 5) shall be subject to the Employee having had at least three years relevant trade experience and to the CEO being satisfied that the Employee has attained and utilises a higher level of trade skill than that generally associated with the trade.

22.5 Physical Grade Level 5

(a) A person at this level will:

- (i) supervise, plan and coordinate work teams or control the operations of an organisational element of a program which undertakes predominantly a variety of manual tasks;
- (ii) a person in a supervisory role at this level could be expected to exercise initiative and judgment in solving day-to-day operational problems including:
  - A. estimating and ordering;
  - B. work prioritising;
  - C. staffing control and training;
  - D. maintenance of records and basic reporting;

- E. application of quality standards, occupational health/safety and equal opportunity programs to work areas;
  - F. development of training programs.
- (iii) Under general supervision either individually or in a team environment, performs trade work requiring a higher level of trade skill.
  - (iv) Exercise initiative and judgment above that undertaken at the general trade level.
  - (v) Understands and implements quality control techniques.
- (b) **Qualifications**
- Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (c) **Typical duties whilst engaged at this level:**
- (i) **Building/civil engineering/miscellaneous**
    - A. **Plant operator/transport driver**
      - 1) Licensed operation of plant/machinery including:
        - a) Mobile crane - lifting capacity greater than 40 tonnes.
        - b) Grader - power operated above 70 kW net engine power.
        - c) Pneumatic tyred loader - above 220 kW net engine power.
        - d) Excavator - above 2.2 cubic metres.
      - 2) Service, lubricate, clean and refuel plant and perform minor repairs;
      - 3) Record instrument readings, hours of operation, fuel consumption and power output;
      - 4) Operates electrical or manual controls to raise, lower and manipulate plant and/or selected attachments;
      - 5) Driving and manoeuvring plant and attachments within surveyors pegs or working from drawings, markings or verbal instructions.
  - (ii) **Metal industry (including electrical/electronic designations)**
    - A. **Manufacture printed circuit boards, anodised engraved and metal etched products using photographic, electroplating**

process and soldering reflow equipment, NC drilling machines and optical inspection equipment.

- B. Make and repair jigs, fixtures and tools including input to the design process.
- C. Manufacture research test equipment, test rigs and specimens to given designs using computer aided and general purpose machine tools, and hand finishing techniques, ensuring compliance with the required tolerances.
- D. Prepare reports and/or other documentation on matters related to functions.

(iii) Training

Advancement to a higher level will be subject to:

- A. satisfactory completion of training/competency assessment developed for each stream which is still to be determined; and
- B. a vacant job being available and the normal selection process.

22.6 Physical Grade Level 6

(a) A person at this level:

- (i) takes charge of an occupational group of staff engaged in a wide range of activities normally within a work stream and is responsible for a range of functions including implementation of quality control, training and/or teaching, staff recruitment, estimation of costs, preparation of orders, and setting of and review of procedures;
- (ii) exercises a high degree of initiative and judgment in solving day-to-day problems including:
  - A. coordination of resources;
  - B. staff training and/or teaching;
  - C. work prioritising;
  - D. overseeing safety measures;
  - E. development of training programs;
  - F. estimating and ordering;
  - G. overseeing records maintenance and preparation of minor reports; or
- (iii) under limited supervision, either individually or in a team environment performs special class trade work (refer Attachment 1), employing an independent approach and initiative. These tasks may encompass the provision of trade and equivalent level guidance and assistance to other members of a work team; or

(iv) as a special class tradesperson (refer clause 23) makes recommendations and/or implement alternative methods of approach to operational problems.

(b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(c) Typical duties whilst engaged at this level

(i) Metal industry (including electrical/electronic designations)

- A. Undertake work on machinery or equipment which utilises complex electrical/electronic circuitry and controls.
- B. Work on instruments which make-up a complex control system which utilises some combination of electrical electronic, mechanical or fluid power principles.
- C. Perform work on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof.
- D. Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilise hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems.
- E. Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising interconnected circuits.
- F. Apply advanced computer numerical control techniques in machining or cutting or welding or fabrication.
- G. Perform CAD/CAM operations to intermediate level in the performance of routine modifications to programs.
- H. Exercises high precision trade skills using various materials and/or specialised techniques.
- I. Allocate work to trade or production staff and give associated guidance and instructions, e.g. motor vehicle testing. This would include the following:
  - 1) Prepare reports on work programs and estimates; and
  - 2) Arrange the acquisition of equipment.

(d) Training

Advancement to a higher level will be subject to:

- (i) satisfactory completion of training/competency assessment developed for each stream which is still to be determined; and
- (ii) a vacant job being available and the normal selection process.

22.7 Physical Grade Level 7

(a) A person at this level:

- (i) exercises direct and indirect control over a large group of staff, including subordinate supervisors, undertaking a varied range of work;
- (ii) exercises a high degree of initiative, judgment and flexibility in solving complex problems including:
  - A. coordination of resources;
  - B. oversight of training;
  - C. estimation of costs;
  - D. arranging recruitment;
  - E. oversight safety matters; and
  - F. review work methods and oversee quality control; or
- (iii) as an advanced engineering tradesperson under limited supervision, performs work beyond the special class tradesperson involving intricate systems and designs; or
- (iv) as an advanced engineering tradesperson make recommendations and/or implement alternative methods of approach to complex operational problems using a high level of initiative.

(b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(c) Typical duties whilst engaged at this level:

- (i) Metal industry (including electrical/electronic designations)
  - A. Supervise and control the day-to-day operations of a facility including a sheet metal and machine shop, assuming responsibility for;
  - B. determining priorities for jobs on the work program and resource requirements to implement the work program;
  - C. preparing estimates for work done both internally and externally and monitor program expenditure;
  - D. preparing requirements for tools, materials and equipment required;
  - E. ensuring that machine tools and hand tools are maintained in a serviceable condition; and

- F. supervising on the job training of junior staff.
- G. Work on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles.
- H. Working on instruments which make-up a complex control system which utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.
- I. Work on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
- J. Apply computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for 7.
- K. Provide trade guidance and assistance as part of a work team.
- L. Prepare reports of a technical nature on specific tasks or assignments as directed.

(ii) Training

Advancement to a higher level will be subject to:

- A. satisfactory completion of training/competency assessment developed for each stream which is still to be determined;
- B. the normal merit-based promotion processes; and
- C. a vacant job being available.

22.8 Physical Grade Level 8

Work level standards for levels 8 and 9 have not been developed for the Building and Construction stream.

Note:

There are no positions beyond level 6 in the Physical Grade (Construction and Maintenance) stream at this stage. If the need for these positions arises, the matter should be referred to the Office of the Commissioner.

## 23. Definitions (Construction and Maintenance)

23.1 Electrician special class

Means an electrical fitter or electrical mechanic who is mainly engaged on complex or intricate circuitry or both, the performance of which work requires the use of additional knowledge as herein defined.

- (a) For purposes of this definition **additional knowledge** means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesman by virtue of his.
- (i) having had not less than two years on-the-job experience as a tradesman working mainly on such complex or intricate circuitry work as will enable the tradesman to perform such work unsupervised where necessary and practicable; and
  - (ii) having by virtue of either the satisfactory completion of a prescribed post trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in paragraph (i), gained a sufficient comprehensive of such complex or intricate circuitry work as will enable the tradesman to examine, diagnose and modify systems comprising interconnected circuits.
  - (iii) For the purposes of this definition the following courses are deemed to be prescribed post trade courses in industrial electronics:
    - A. Post Trade Industrial Electronics Course of the NSW Agency of Technical and Further Education.
    - B. The Industrial Electronics Course (Grades 1 and 2) as approved by the education Agency of Victoria.
    - C. The Industrial Electronics Course of the South Australian School of Electrical Technology.
    - D. Industrial Electronics (Course C) of the Agency of Education, Queensland.
    - E. The Industrial Electronics Course of the Technical Agency of Tasmania.

## 23.2 Mechanical tradesperson - special class

Means a mechanical tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and who, in the course of such work, is required to read and understand hydraulic and/or pneumatic circuitry which controls fluid power systems, the performance of which work requires the use of additional knowledge as herein defined.

- (a) For the purpose of this definition **additional knowledge** means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:
- (i) having a minimum of two years on the job experience as a tradesperson working predominantly on fluid power systems as will enable the tradesperson to perform such work under minimum supervision and technical guidance; and
  - (ii) having satisfactorily completed a prescribed post trades course or the achievement to the satisfaction of the Employer of a comparable standard of skill and knowledge by other means including in-plant

training or on the job experience referred to in sub-paragraph 23.1(a)(i) above.

## **PART B - Communications, Electronics And Radio**

### **24. Application**

The provisions of Part B of this Schedule apply to Employees who are members of, or are eligible to become members of the Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and who are employed in the designations Physical 2 to Physical 8 (excluding Physical 3). PFES employ in T stream.

### **25. Area and incidence**

Part B - Communications, electronics and radio of this Schedule, shall apply to Employees engaged in assembling, erecting, installing, diagnosing, servicing, maintaining and rectifying any of the following electrical/electronic machinery and/or equipment:

- (a) All forms of electrical machinery, apparatus and appliances;
- (b) Electrical advertising equipment, including neon signs;
- (c) Fluorescent lighting;
- (d) The drawing and insulation of wire for the conducting of electricity, generation, distribution, transmission and reticulation of electricity;
- (e) Recording, measuring and controlling devices for electricity, temperature, pressure, time, weights and measures, etc. (e.g., scale making, instrumentation and testing equipment);
- (f) Lift and elevator electronics;
- (g) Refrigerators;
- (h) Ventilating and air-conditioning plant and equipment (electrical);
- (i) All classes and types of electrical wiring equipment and plant;
- (j) Electronic products (e.g., television receivers, video cassette recorders, audio equipment/systems, home computers, etc.) and any combination of these products together with ancillary devices and/or equipment;
- (k) Medical electronics;
- (l) Radio and television transmitting devices (including LF, HF, VHF and UHF); CB radios, antennae, transmission lines;
- (m) Radio and television broadcasting facilities (e.g. remote communities, school of air);
- (n) Telemetry systems and ancillary equipment;
- (o) Multiple access television distribution systems;

- (p) Computers and their peripherals (including mainframe, network, micro, interfacing equipment, etc.); business machines (photocopiers, word processors, etc.);
- (q) Microwave and associated equipment;
- (r) Telephone communication devices, facsimile and intercom systems;
- (s) Fibre optic transmission lines and associated equipment;
- (t) Avionics;
- (u) Public address systems;
- (v) Domestic satellite television receivers, data communication;
- (w) Maritime electronics equipment and navigational aids (including dept sounders, radars, etc.);
- (x) Security alarm systems, opto-electronic devices, C.C.T.V. systems;
- (y) Fire alarm systems;
- (z) Electric light and power, electrical machinery, electric installation and appliances (including wiring).

## 26. Classification definitions

26.1 Employees shall be classified into the following designation appropriate to their function and qualifications in line with the following schedule (The generic classification title of Physical level being introduced into the NTPS to better broad-band various classifications).

Physical level 2	Electrical tradesman's assistant
Physical level 4	Electrical fitter and/or mechanic Refrigeration mechanic (electrical)
Physical level 5	Inspector (electrical and equipment)
Physical level 6	Electrician special class Electronic serviceman
Physical level 7	Electronic serviceman
Physical level 8	Electronic serviceman

26.2 **Electronics serviceman** means an Employee holds a recognised relevant trade certificate or a Broadcast Operator's Certificate or such other qualifications and/or experience recognised by the Commissioner for the purpose.

26.3 **Refrigeration mechanic or serviceman (electrical)** means an electrical tradesman who is appropriately licensed and trained in the field of air-conditioning and refrigeration and who is engaged in the installation, servicing, repair and maintenance of air-conditioning and refrigeration equipment.

- 26.4 **Electrical fitter** means a person who performs the actual electrical trade work of constructing, manufacturing, fitting, assembling, erecting or repairing of electrical articles.
- 26.5 **Electrical mechanic** means a person who performs the actual electrical work of installing, altering or adding to an electrical line or electrical installation and of maintaining, repairing or connecting an electrical article.
- 26.6 **Electrician special class** means an electrical fitter or electrical mechanic who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of additional knowledge as defined.
- 26.7 **Additional knowledge** means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course, which has been acquired by the tradesman by virtue of his or her:
- (a) having had not less than two years on-the-job experience as a tradesman working on such complex or intricate circuitry work as will enable the tradesman to perform such work unsupervised where necessary and practicable; and
  - (b) having by virtue of either the satisfactory completion of a prescribed post trade course in industrial electronics, or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience referred to in paragraph (a),<sup>1</sup> gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesman to examine, diagnose and modify systems comprising inter-connected circuits.
- 26.8 **Inspector (electrical plant and equipment)** means an electrical tradesman who is employed in that capacity to carry out regular and continuous inspection of electrical plant and equipment installed in establishments and who is responsible to carry out the maintenance on such plant and equipment as required and for reporting on its condition and for the preparation in the formulation of maintenance program.

## 27. Conditions of service

Employees covered under Part B - Communications, electronics and radio of this Schedule, shall be subject to the provisions of Part A - Construction and Maintenance of this Schedule, for the general conditions of service.

## **Schedule 4 - Health Employees (Northern Territory Public Sector) Miscellaneous Workers Union Provisions**

### **1. Application**

1.1 This provisions of this Schedule apply to Employees employed by the Department of Health and Families, who are members of, or are eligible to become members of, the Liquor, Hospitality and Miscellaneous Workers Union, and are employed in any of the following classifications:

- (a) Physical 1 to Physical 9;
- (b) Technical 1 to Technical 6;
- (c) Professional 1 to Professional 4;
- (d) Administrative 1 to Administrative 2;
- (e) Aboriginal Health Worker trainee;
- (f) Aboriginal Health Worker Grade 1 to Aboriginal Health Worker Grade 5.

### **2. Apprentices**

2.1 Subject to paragraph 2.2, an apprentice will receive the rate of pay prescribed by the *Northern Territory Employment and Training Act* for the trade in which the apprentice is apprenticed according to the year of the apprentice's apprenticeship. An apprentice will also be accorded the general conditions of this Schedule.

2.2 An apprentice 21 years of age and over, and an apprentice who maintains dependents will be paid not less than the adult minimum wage as prescribed in the *Public Sector Employment and Management By-Laws*.

### **3. Employment Categories**

3.1 Health (Services) Employee - Physical level 1

- (a) A person at this level will be a new Employee without previous experience in the health industry. The Employee will perform a range of duties whilst undergoing training in the food, domestic, property and linen services, and/or provide basic assistance to professional, allied health professional, nursing and technical staff.
- (b) They work under direct supervision either individually or in a team environment using established routines, methods and procedures; and exercise minimal judgement in deciding how tasks are to be performed. This level will be used for training for Employees being graded to level 2 and level 3 positions.

3.2 Health (Services) Employee Physical - level 2

- (a) A person at this level will perform a range of duties in the food, domestic, property and linen services, and/or provide assistance to professional, allied health professional, nursing and technical staff.

(b) They work either individually or in a team environment under general supervision; perform a variety of manual tasks and/or operates plant, equipment and vehicles requiring more than a basic level of skill; exercise judgement in deciding how tasks are to be performed; exercise good communication and interpersonal skills where routine client liaison applies; may be expected to assist in the familiarisation of other staff with the typical duties required of their position.

(c) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(d) Typical duties whilst engaged at this level

Working in a multi-discipline health care environment, persons may, at this level, typically perform duties within a functional area (e.g. a ward or service area) such as:

- (i) assist nursing staff to provide patient hygiene, eg. to shave, sponge, bath and lift patients and to make patients' beds, as well as assist professional, allied health professional, nursing and technical staff by performing tasks requiring knowledge of functions within a specific field or discipline eg. assist in the movement, lifting and positioning of patients in operating theatres; assist in the movement of patients to and from theatre recovery area; transport patients including the deceased and ensure documentation is complied with; pick up and deliver drugs for patients; collect and deliver pathology specimens;
- (ii) cleaning duties - e.g. perform light and heavy cleaning tasks, which includes cleaning, sweeping, vacuuming and polishing floors and high cleaning of windows and walls; as well as specialised cleaning duties eg. night cleaning including securing premises during and after cleaning;
- (iii) assist in basic food preparation, serving and delivery of meals, preparation and serving of morning and afternoon teas;
- (iv) clean equipment/utensils used in the work area;
- (v) collect and dispose of all refuse within an institution (wet, dry, contaminated and classified);
- (vi) porter/trolley patients and/or provide a messenger service, which may include operating a two-way communication system;
- (vii) perform a range of routine gardening functions e.g. digging, weeding, planting seedlings, sowing/mowing lawns, as well as undertake more complex tasks associated with the care and maintenance of grounds and gardens under general supervision;
- (viii) operate flexibly on a wide range of basic tools, equipment and/or machinery on which training has been provided;
- (ix) sew, repair clothing/linen, sew articles, fit, alter or repair uniforms;
- (x) perform a range of tasks associated with linen services eg sorting soiled linen, loading/unloading/cleaning machines, folding/stacking cleaned

linen, inspecting/preparing linen for dispatch, collecting/distributing linen throughout the institution and other areas as well as undertake laundering/ironing/repair of patient's personal clothing;

- (xi) assist trades persons by performing routine, basic manual tasks;
- (xii) undertake routine maintenance on equipment operated.

(e) Multi-skilling/flexibility

A person at this level will perform duties incidental or peripheral to their main duties, including undertaking tasks and/or operating machinery within their work area, which duties are generally performed by persons at this level and for which they have been trained and/or are capable of performing. For the purposes of this provision, a work area will mean a distinct service area such as the laundry, kitchen, grounds etc.

(f) Training

Advancement to a higher level will be subject to satisfactory completion of training/competency assessment developed for each stream and a vacant job being available and the normal selection process.

### 3.3 Health (Services) Employee - Physical level 3

- (a) A person at this level will perform a range of duties in the food, domestic, property and linen services, or provide assistance to professional, allied health professional, nursing and technical staff.
- (b) They work under general supervision either individually or in a team environment, performing a variety of tasks which require knowledge of standards, practices, procedures and skills obtained through considerable training and experience; or perform tasks requiring some level of technical or specialised knowledge, or skill; or operate vehicles/plant requiring skills obtained through considerable training and experience; or under limited supervision, oversee staff engaged on a variety of tasks. This will include the assignment and quality control of work.
- (c) They exercise judgement in deciding how tasks are to be performed; exercise communication and interpersonal skills where client liaison and supervisory responsibilities apply; may be expected to oversight the work of subordinates; may be expected to assist in the familiarisation of other staff with the typical duties required of their position; may be expected to oversight the work of persons undergoing the on-the- job component of their training as per level 1, and exercise good communication and interpersonal skills generally.
- (d) Qualifications  
  
Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.
- (e) Typical duties whilst engaged at this level  
  
Working in a multi-discipline health care environment, persons may, at this level, typically perform duties within a functional area (e.g. a ward or service area) or specific tasks within a special service area or a laboratory such as:

- (i) oversight an aspect of a support unit e.g. the serving or delivery of meals, tow motor services, sewing services, linen services, cleaning and provisioning of staff quarters, oversee staff performing a wide range of tasks and activities associated with food and linen services, hygiene maintenance, portorage, and ground maintenance.
  - (ii) maintain hygiene of rooms, sterilisation of equipment and specialised cleaning in operating theatres and other sensitive areas, through application of cleaning protocols;
  - (iii) assist nursing staff to provide patient hygiene, e.g. to shave, sponge, bath and lift patients and to make patients' beds, as well as assist professional, allied health professional, nursing and technical staff by performing tasks requiring knowledge of functions within a specific field or discipline e.g. assist in the movement, lifting and positioning of patients in operating theatres; assist in the movement of patients to and from theatre recovery area; transport patients including the deceased and ensure documentation is complied with; pick up and deliver drugs for patients; clean burns baths; collect and deliver pathology specimens; assist with ECG services including maintaining machinery and records and assist in any resultant cardiac arrests including cardiac massage; assist in applying plaster of Paris and maintain equipment associated therewith; this includes carrying out, or being paid at this level whilst performing, the duty of restraining unruly patients within a hospital environment;
  - (iv) prepare, cook and serve foodstuffs, requisition, issue and control cooking ingredients and materials; A person performing these tasks at this level will not possess a relevant trade certificate or an equivalent recognised qualification however, upon attaining same, will be advanced to level 4;
  - (v) prepare and supervise tow motor delivery programs, including delivery of meals and stores;
  - (vi) oversee all aspects of grounds and gardens maintenance within the precincts of an Institution other than Royal Darwin Hospital;
  - (vii) perform a wide range of duties and responsibilities associated with the care of clients in the detoxification unit;
  - (viii) perform a range of security functions including responding to early warning detection systems, maintenance of fire extinguishers and computer operation under general supervision.
- (f) Multi-skilling/flexibility

This level includes persons who are trained for and/or are capable of performing the tasks associated with all level 2 positions in 3 separate recognised work areas eg. food, domestic, and linen services and are designated by the Employer to be a 'multi-skilled' person for the purposes of this provision. An Employee who has been promoted to this level, can be required to work in any of the positions for which they are trained and/or are performing, at the Employers discretion.

(g) Training

Advancement to a higher level will be subject to: satisfactory completion of training/competency assessment developed for each stream which is still to be determined; and, a vacant job being available and the normal selection process.

3.4 Health (Services) Employee - Physical level 4

(a) A person at this level will perform a range of duties in the food, domestic, property and linen services, or provide assistance to professional, nursing and technical staff.

(b) They work under general supervision either individually or in a team environment, performing trade work and holding trade or other recognised equivalent qualifications; or under limited supervision, supervise numbers of staff engaged on a variety of manual tasks/activities or a number of work teams; exercise independent judgement in deciding how tasks are to be performed and have authority to adapt work methods in dealing with non-standard problems; may be expected to familiarise other staff with the typical duties required of their position; apply quality control techniques to their work and work of other staff; assist in the development of, and implement training programs; exercise good communication and interpersonal skills.

(c) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(d) Typical duties whilst engaged at this level: working in a multi-discipline health care environment, persons may, at this level, typically perform duties related to a specific trade or supervision of a functional stream, such as:

- (i) perform trade work or work requiring an equivalent level of skills and knowledge e.g. cook, butcher. A person performing these tasks at this level will possess a trade certificate or an equivalent recognised qualification; supervise all aspects of grounds and gardens maintenance within the precincts of Royal Darwin Hospital;
- (ii) prepare, cook and serve foodstuffs. Requisition, issue and control cooking ingredients and materials;
- (iii) as senior security officer on a shift, supervise the activities of security officers and be responsible for responding to routine and emergency calls as well as operate the computerised reporting and warning systems;
- (iv) responsibility for a specialised area of the sterile supply service.
- (v) a supervisor at this level will also undertake at least three of the following as part of their duties: purchasing and stock control, rostering, maintaining attendance records, compiling production and assessment reports, budget control and other duties consistent with this level.

(e) Training

Advancement to a higher level will be subject to: satisfactory completion of training/competency assessment developed for each stream which is still to be determined; and, a vacant job being available and the normal selection process.

3.5 Health (Services) Employee - Physical level 5

- (a) A person at this level will supervise, plan and co-ordinate work teams or control the operations of an organisational element of a program which undertakes predominantly a variety of manual tasks;
- (b) A person in a supervisory role at this level could be expected to exercise initiative and judgement in solving day to day operational problems. The problems include - estimating and ordering, work prioritising, staffing control and training, maintenance of records and basic reporting, application of quality standards, occupational health/safety, equal opportunity programs to work areas, and development of training programs. Also, exercise initiative and judgement above that undertaken at the general trade level and understands and implements quality control techniques.

(c) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(d) Typical duties whilst engaged at this level

Working in a multi-discipline health care environment, persons may, at this level, typically perform duties related to a specific trade or supervision of a specific field, such as:

- (i) supervise/oversee staff performing a variety of activities eg. head cook,
- (ii) overseeing staff engaged in the preparation/serving/distribution of food;
- (iii) organise and co ordinate the activities of staff employed in the kitchen of an institution;
- (iv) as security supervisor oversee all aspects of the security operations at the institution including being responsible for the computer reporting and warning functions, key-cutting, training other staff as to security requirements and procedures and report directly to the security manager.

(e) Training

Advancement to a higher level will be subject to satisfactory completion of training/competency assessment developed for stream and a vacant job being available and the normal selection process.

3.6 Health (Services) Employee - Physical level 6

- (a) A person at this level takes charge of an occupational group of staff engaged in a wide range of activities normally within a work stream and is responsible for a range of functions including: implementation of quality control, training and/or teaching, staff recruitment, estimation of costs, preparation of orders, and setting

of and review of procedures; exercises a high degree of initiative and judgement in solving day to day problems including - co ordination of resources; staff training and/or teaching; work prioritising; overseeing safety measures; development of training programs; estimating and ordering; overseeing records maintenance and preparation of minor reports.

(b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(c) Typical duties whilst engaged at this level.

(d) Training

Advancement to a higher level will be subject to satisfactory completion of training/competency assessment developed for each stream which is still to be determined; and a vacant job being available and the normal selection process.

3.7 Health (Services) Employee - Physical level 7

(a) A person at this level exercises direct and indirect control over a large group of staff, including subordinate supervisors, undertaking a varied range of work; exercises a high degree of initiative, judgement and flexibility in solving complex problems including co ordination of resources; oversight of training; estimation of costs; arranging recruitment; oversight safety matters; and review work methods and oversee quality control.

(b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(c) Typical duties whilst engaged at this level

Working in a multi-discipline health care environment:

- (i) manage all aspects of a large central linen service which undertakes laundry processing, theatre linen packing, linen collection/distribution, repair and maintenance of linen and uniforms;
- (ii) supervise/co ordinate the activities of a large number of staff providing a total hygiene service within a hospital including specialised equipment sterilising services, and report directly to the Central sterilising department manager;
- (iii) as orderly manager manage all aspects of services provided by orderlies, including the allocation of duties etc.; manage the hospital fleet vehicles including ensuring that maintenance requirements are carried out and prepare records/accounts and assist in purchasing etc.

(d) Training advancement to a higher level will be subject to satisfactory completion of training/competency assessment developed for each stream and a vacant job being available and the normal selection process.

### 3.8 Health (Services) Employee - Physical level 8

(a) A person at this level controls the operation of the Central Sterilising Department area including a large number of staff; exercises a high degree of initiative, independent judgement and leadership in solving complex operational problems.

(b) Qualifications

Satisfactory completion of training or demonstrated competence in accordance with requirements for this level.

(c) Typical duties whilst engaged at this level.

Working in a multi-discipline health care environment, the person at this level will manage the operations of a the Central Sterilising Department unit which includes:

- (i) coordinating and exercising overall control of the Central Sterilising Department within an Institution;
- (ii) administrative responsibility for budgeting and resource allocation, estimating staffing, equipment and maintenance requirements; arranging and/or advising on tenders and contracts for stock, equipment and maintenance;
- (iii) overseeing/reviewing standards, methods and operating procedures and as required, modifying procedures and standards;
- (iv) supervising, rostering, interviewing/selecting and training of staff;
- (v) quality control measures and maintenance of hygiene; and
- (vi) liaison with senior administrators, professional and allied health professional staff on matters related to the Central Sterilising Department services.

(d) Training

Advancement to a higher level will be subject to satisfactory completion of training/competency assessment developed for each stream, which is still to be determined; and a vacant job being available and the normal selection process.

### 3.9 Aboriginal health workers

Employees occupying these position will be graded as per the following definitions and paid as per the table contained in this subclause.

(a) Aboriginal health worker Grade 5

An Aboriginal health worker responsible for the management of AHW services, or approved district, or responsible for managing an educational institution or unit, within the Northern Territory.

- (b) Aboriginal health worker Grade 4

An Aboriginal health worker managing services in a district or with significant responsibilities within an educational institution, or who operates as a specialist community practitioner in more than one district or who has specialist clinical responsibilities.

- (c) Aboriginal health worker Grade 3

An Aboriginal worker who is in charge of a large community health centre, or who supervises Aboriginal health workers and others who teach basic, post-basic and in-service courses or who gives on-the-job training, or whose functions include regional consultant and who may be the senior Aboriginal health worker in a region, but whose duties are not covered by the definition for Grade 4.

- (d) Aboriginal health worker Grade 2

An Aboriginal health worker who is in charge of a small community health centre or second in charge of a large community health centre, or one teaching theory and/or practices of Aboriginal health work but whose duties are not included by the definition of Grade 3, or one functioning as the senior community practitioner, or one who supervises other Aboriginal health workers, but whose duties are not covered by the definition for Grade 3, and one in possession of a post-registration certificate.

- (e) Aboriginal health worker Grade 1

An Aboriginal health worker whose duties/responsibilities are not covered by any of the above definitions, or a person employed as a trainee Aboriginal health worker.

- (f) Aboriginal health worker - will mean a registered Aboriginal health worker Grade 5, 4, 3, 2 or 1 unless otherwise qualified by the use of the word trainee.

- (g) Aboriginal health worker trainee

A trainee Aboriginal health worker will be advanced to the first salary point of the Grade 1 level when that Employee becomes registered under the *Health Practitioners and Allied Professional Registration Act 1985* of the Northern Territory as an Aboriginal health worker.

## **4. Contract of Employment - Specified Period Employees**

- 4.1 Specified period Employees, who are employed for a specified period pursuant to the PSEM Act may not have their services terminated before the completion of the specified period of employment due to insufficiency of work.
- 4.2 This will not affect the right of the Agency to initiate disciplinary action in accordance with Part 8 of the PSEM Act, and in the event of subsequent dismissal, salary will be paid up to the time of dismissal only.
- 4.3 The Agency may deduct payment for any day an Employee cannot be usefully employed because of any strike or through the breakdown in machinery or any stoppage of work by any cause for which the Agency cannot be held reasonably responsible.

- 4.4 A specified period Employee engaged for a period of less than one month will, for that period be paid 20% additional to his or her ordinary rate of pay for the classification for which he or she is employed.

## 5. Rates of Pay – Dental Assistant

An Employee performing the duties of dental assistant who possesses or is awarded the Dental Assistants' Association of Australia Certificate of Proficiency, or an equivalent qualification will be advanced automatically to the third salary point of the Technical 1 designation.

## 6. Mixed Functions

- 6.1 Every Employee will be liable to be called upon to temporarily perform the duties of another classification provided they are competent to perform such duties.
- 6.2 An Employee required to perform on any one day, work to which differential rates are applicable will be paid in respect of the whole time during which the Employee works on that day, at the highest rate fixed in respect of any such classes of work.
- 6.3 An Employee temporarily transferred to a class of work for which a lower rate is paid, will not suffer any reduction in salary.

## 7. Junior Rates

- 7.1 The rate of pay for an Employee performing the duties of:

- (a) X-Ray attendant;
- (b) Dental therapist-in-training; or
- (c) Radiographer-in-training.

who is less than 21 years of age is (calculated to the nearest dollar), the appropriate per cent specified hereunder by age, of the minimum salary payable to an adult occupant of the same classification:

- (i) X-Ray attendant

Age of Employee percentage of minimum salary

Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	81
At 20 years	91

- (ii) Dental therapist - in - training, radiographer - in -training

Age of Employee percentage of minimum salary

Under 18 years	60
At 18 years	70
At 19 years	81
At 20 years	91

## **8. Recognition of Previous Experience**

In evaluating what level a person may be paid, due regard may be given to a persons previous experience in the industry.

## **9. Payment of Salary**

- 9.1 Where an Employee resigns and fails to give one week's notice, any moneys due to the Employee will be forwarded within one week of the Employee's termination.
- 9.2 Where the Agency terminates the services of an Employee, the Employee will be paid all moneys due up to the time of termination at the time of ceasing duty, provided that if such termination is without notice and takes after 12.00 noon, this provision will be deemed to have been met if the moneys are made available prior to noon on the next succeeding office staff working day.
- 9.3 Where an Employee who is not absent from duty is not paid on the regular pay day, the Employee will be paid waiting time at the ordinary rate from close of business on pay day until time of actual payment, provided that not more than eight hours pay will accrue in respect of each 24 hours of waiting:
- 9.4 Provided that if the delay is caused by circumstances outside the control of the Agency, this subclause will not apply.

## **10. Allowances**

### **10.1 Special rates**

In addition to the rates prescribed elsewhere in this Schedule the following special rates will be paid at the rates specified in Schedule 11:

(a) **Dental technician**

An Employee performing the duties of dental technician or senior dental technician who is certified by the CEO as being proficient in crown and bridge and/or maxillo facial work, and who is required to perform such work.

(b) **Senior dental technician - Darwin**

The senior dental technician responsible for the Darwin Dental Laboratory.

(c) **Radiographers - C.T. scanner allowance**

An Employee performing the duties of Radiographer Grade 1, and who is both certified as being proficient to use a C.T. scanner by the Chief Executive Officer, and required to operate the scanner from time to time.

### **10.2 Higher duties allowance**

- (a) Every Employee will be liable to be called upon to perform the duties of another classification.
- (b) Subject to this clause, an Employee who performs all of the duties of a higher classification will be paid in respect of the performance of those duties an

allowance equal to the amount of the difference between the Employee's own salary and the minimum salary of the higher classification.

- (c) An Employee under the age of 21 years who performs the duties of a higher classification for which rates of salary payable to such an Employee are specifically prescribed, will be paid an allowance of an amount equal to the difference between the Employee's own salary, and the salary rate for the Employee's age in the higher classification.
- (d) An Employee who performs the duties of a higher classification for a period of less than one day will not be entitled to payment for that period and that period shall not be service in the higher classification for the purposes of this clause:  
  
Provided that where the period involved was of continuous duration of at least half day, that period would have been regarded as one full day for the purposes of this clause.
- (e) Where an Employee who is or has been performing the duties of a higher classification is promoted to a classification which has a lower rate or scale of rates of salary than the classification the duties of which the Employee is or has been temporarily performing, remuneration upon promotion will be the same as the remuneration which the Employee would have received had the period of service in the higher classification been service in the classification of lower rate or scale of rates of salary to which the Employee is promoted.
- (f) An Employee who performs the duties of a higher classification and is in receipt of a salary above the minimum salary payable to the holder of the higher classification, will, upon commencing to perform the duties of the higher classification, be paid such allowance as will cause total remuneration to be the same as that which would have been payable if the Employee had been promoted to the higher classification.
- (g) An Employee who temporarily performs the duties of a classification, the conditions of service of which differ from those of the classification normally held by the Employee, will be subject to the first-mentioned conditions as though the Employee were the permanent holder of the classification.
- (h) An Employee temporarily performing the duties of a higher classification who does not perform all of the duties of that classification, may be paid in respect of the performance of those duties an allowance of such amount, and subject to such conditions, as the Commissioner approves.
- (i) An allowance granted under this clause will be regarded as salary for the purposes of calculating travelling and meal allowances and payment for extra duty service and excess travelling time.
- (j) An Employee who at the time of proceeding on approved leave with pay (including public holidays), was in receipt of an allowance determined in accordance with this clause, will continue to be paid such an allowance to the extent that the CEO certifies that allowance would have been paid but for the grant of the leave.
- (k) An Employee who, at the time of proceeding on approved leave with pay, was an Employee who:

- (i) in accordance with the duty roster, regularly performed the duties of an Employee with a higher classification than the classification of the first-mentioned Employee during the rostered days off of the second-mentioned Employee; and
  - (ii) is an Employee whose CEO certifies that, but for proceeding on the paid leave, would have been entitled to be paid an allowance for temporarily performing those duties; will be paid, in respect of such leave the allowance that would have been paid had the Employee not been proceeding on leave.
- (l) Where leave taken by an Employee entitled under paragraphs (j) or (k) to an allowance is less than leave on full pay, payment of the allowance will be made on a pro rata basis.
  - (m) Where temporary promotion allowance payments are included in leave with pay in accordance with paragraph (j) the leave periods in respect of which the payments are included will be service holding a relevant higher classification for the purposes of the granting of increments in accordance with this clause.

### 10.3 Leading hands

An Employee holding the position of physical Level 2 who is appointed as a leading hand will be paid an all purpose allowance at the rates specified in Schedule 11.

### 10.4 Special rates

In addition to the rates prescribed in this part of this Schedule the following special rates will be paid:

(a) Window cleaning

A cleaner employed on window cleaning on the outside of multi-storied buildings from scaffolds or similar devices will be paid an allowance at the rate specified in Schedule 11 or part thereof whilst so employed.

(b) High cleaning

An Employee other than a cleaner to whom an allowance prescribed in paragraph (a) is payable, who cleans at a height of nine metres above the nearest horizontal plane, will whilst so employed be paid at the rate specified in Schedule 11 and for each additional nine metres or part thereof an additional allowance at the rate specified in Schedule 11.

(c) Cleaning grease traps

An Employee required to clean grease traps will be paid an allowance at the rate specified in Schedule 11 or part thereof whilst so employed.

(d) Confined spaces

An Employee required to clean and/or scrape behind stoves will , be paid an allowance at the rate specified in Schedule 11 or part thereof whilst so employed.

(e) Orderly - ambulance duty

- (i) An Orderly physical level 2 will be paid an allowance at the rate specified in Schedule 11 for each day or part thereof on which the orderly is required to drive an ambulance.
- (ii) A Orderly Physical level 2 will, when on ambulance duty, be paid an additional allowance at the rate specified in Schedule 11 per week, if the orderly holds the Certificate of the St. John Ambulance Association, or in the opinion of the CEO, has equivalent first aid qualifications or knowledge:
- (iii) Provided that where the orderly holds the voucher of the St. John Ambulance Association, the rate of allowance payable will be the higher rate specified in Schedule 11:
- (iv) Provided further that where the orderly holds the Medallion of the St. John Ambulance Association, the rate of allowance payable will be the rate specified in Schedule 11.

10.5 Orderly/hospital assistant - special functions allowance

- (a) An Orderly physical level 2, Theatre orderly or Hospital assistant - physical level 2, who, by virtue of on-the-job training and experience, is adjudged by the Chief Executive Officer, to be capable of efficiently performing individual functions in the operating theatre, intensive care unit, E.C.G. or plaster rooms will when called upon to perform such duties, be paid an allowance to raise salary to that prescribed for Orderly physical level 3.
- (b) This allowance will not be paid to an Employee performing the said functions under training conditions.

10.6 Orderly physical Level 2

An Employee performing the duties of orderly and who is employed by the Agency, and who is required to work in patient contact areas of a security mental health unit at a hospital will be paid an allowance at the rate specified in Schedule 11 for each shift worked in that unit. This allowance will be paid for all purposes of this Schedule.

10.7 Security officer

A security officer required to operate a tell-tale clock and/or use a motor vehicle will be paid an allowance in addition to salary at the rate specified in Schedule 11.

10.8 Travelling allowance

Travelling allowance will be payable to an Employee when travelling on duty and when required to be absent overnight from his or her permanent or temporary headquarters, in accordance with Public Sector Employment and Management By-Law 30.

10.9 Protection of Employees

The Agency will provide suitable protective clothing or pay an allowance in lieu thereof to an Employee whose duties require protective clothing. Rubber gloves and such safety appliances as the Agency considers necessary will be available for use.

10.10 Compensation for damage to clothes and/or personal effects

An Employee whose clothes and/or personal effects have been damaged or destroyed due to the circumstances of the Employee's duties will be paid an allowance assessed by the Agency to cover the loss in accordance with Public Sector Employment and Management By-Law 22.

10.11 Post mortem and dirty body allowances

- (a) An Employee performing the duties of post mortem assistant, orderly, clinical photographer may be paid an allowance at the rate specified in Schedule 11 per body, in addition to that Employee's normal rate of salary when that Employee is required to handle a dead body which has been classified unusually dirty, obnoxious or vermin infested.
- (b) For the purposes of this subclause the sole responsibility for determining whether a body is unusually dirty, obnoxious or vermin infested will rest with the Pathologist undertaking the post mortem examination.
- (c) For the purposes of this sub-clause handling a dead body will include:
  - (i) assisting with normal mortuary duties,
  - (ii) preparing a body for burial,
  - (iii) the conduct of a post mortem,
  - (iv) X-Raying or photographing the body; or
  - (v) conducting any tests upon the body.
- (d) Payment of the allowance to any Employee will be made once only in respect of each body.

10.12 Post mortem allowance

- (a) An Employee other than one performing the duties of post mortem assistant, who is required to assist in the preparation of a corpse for post mortem examination, or in the preparation for burial of a corpse after the performance of a post mortem examination, will be paid an allowance at the rate specified in Schedule 11 for each post mortem.
- (b) A post mortem assistant who holds a Diploma in Mortuary Hygiene and Technology awarded by the Royal Institute of Public Health and Hygiene, London, or equivalent qualification recognised by the Commissioner, will be paid an allowance at the rate at the rate specified in Schedule 11 per annum.

10.13 Meal allowance

- (a) Where an Employee is required to perform overtime duty in excess of one and a half hours after the usual ceasing time, the Employee will be supplied with a meal or meals at the Agency's expense or will be paid a meal allowance, in addition to overtime at such rate as approved by the Commissioner under Public Sector Employment and Management By-Law 25.
- (b) Unless the Agency advises an Employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the Agency will provide that second or

subsequent meal (as the case may be) or make payment in its stead in accordance with the provisions of paragraph (a).

- (c) If, in pursuance of notice, an Employee has provided a meal or meals and the Employee is not required to work overtime or is required to work less than the period of overtime stated on the notice, the Employee will be paid under the provision of paragraph (a) in respect of each meal provided by him or her, which is made surplus by the change in requirements.

#### 10.14 Excess travelling time

An Employee who is travelling or on duty away from his or her usual station will be paid for time necessarily spent in travel in accordance with Public Sector Employment and Management By-Law 37.

## 11. Hours of Duty - Shift Workers

### 11.1 Definitions

For the purposes of this clause:

- (a) **Shift worker** means an Employee who is required either permanently to perform ordinary duty on afternoon or night shift, or on a rotating basis to perform ordinary duty on any combination of day, afternoon or night shifts.
- (b) **Day shift** means any shift commencing at or after 6.00 p.m. and before 10.00 a.m.
- (c) **Afternoon shift** means any shift commencing at or after 10.00 a.m. and before 8.00 p.m.
- (d) **Night shift** means any shift commencing at or after 8.00 p.m. and before 6.00 a.m.

### 11.2 The ordinary hours of duty of a shift worker will not exceed:

- (a) an average of 38 hours per week; or
- (b) 152 hours in 28 consecutive days; and
- (c) will be worked on any day in shifts of eight hours which will include a paid meal break of 30 minutes.

Provided that except at the regular changeover of shifts, an Employee will not be required to work more than one ordinary duty shift in each 24 hours.

### 11.3 Afternoon and night shift allowance

- (a) A shift worker whilst on afternoon or night shift will be paid 15% more than the ordinary rate for such shift.
- (b) An Employee who remains on night shift for a longer period than four consecutive weeks will be paid for the whole time during such period on night shift at the rate of 30% more than the ordinary rate.

### 11.4 Rosters

There will be a roster of shifts which will specify the commencing and finishing times of ordinary working hours of the respective shifts.

## **12. Change in Rostered Hours of Duty**

- 12.1 Employees will be given a regular starting and ceasing time for each day, which should not be changed unless at least seven days' notice is given and no alteration should be made during the currency of the week in which the notice is given:
- 12.2 Provided that where, for reasons other than the sickness or absence of an Employee, of which the Agency did not have seven days notice, the Agency finds it essential to require an Employee:
- (a) without at least seven days' notice, and
  - (b) to perform ordinary duty at other than the rostered hours of duty on any day, payment to that Employee will be made at the:
    - (i) appropriate overtime rate for duty performed outside the rostered hours of duty, and
    - (ii) at the usual rate for that portion of the duty which falls within the rostered shift.
- 12.3 Payment of the penalty rate as prescribed in sub-clause 12.2 will be continued for each change of shift until such time as the Employee has received seven days' notice of change of shift.
- 12.4 This penalty rate is in substitution for any other penalty, which would otherwise apply to that portion of the duty, which falls outside the normal rostered shift.

## **13. Hours of Duty - Day Workers**

- 13.1 The ordinary hours of work will be 38 per week or an average of 38 per week over a cycle of four weeks to be worked in one of the following cycles:
- (a) 38 hours within a work cycle not exceeding seven consecutive days;
  - (b) 76 hours within a work cycle not exceeding fourteen consecutive days;
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 13.2 The span of hours within which the ordinary hours of work will be worked on any day are to be between 6.00 a.m. and 5.30 p.m.
- 13.3 Notwithstanding the provisions of sub-clause 12.1:
- (a) The ordinary hours of duty for an Employee performing the duties of Driver will be performed from Monday to Friday inclusive.
  - (b) An Employee may be required to cease ordinary duty after 5.30 p.m. in which case payment will be paid at the rate of time and a half for all ordinary duty worked between the hours of 5.30 p.m. and 6.30 p.m.

13.4 Meal periods

- (a) An Employee will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes each day.
- (b) No Employee should be required to work for more than five hours without a break for a meal:
- (c) Provided that, for all work performed after five hours continuous duty without a break and until a break is allowed, an Employee will be paid at the rate of time and a half.

13.5 Hours of duty - radiographers and dental assistants

- (a) Notwithstanding the provisions contained in clause 11 (Hours of duty - shift workers) or this clause as the case may be, the following hours of work will apply to Radiographers and Dental assistants.
- (b) The ordinary hours of duty of a Radiographer or a Radiographer-in-Training will not on any day on which he or she is wholly employed on work which exposes him or her to continuous irradiation, exceed seven hours.
- (c) An Employee performing the duties of Dental Assistant whose ordinary hours of duty are 36.75 per week viz:
  - (i) 6.75 hours per day Monday to Friday from 9.00 a.m. to 4.45 p.m., and
  - (ii) three hours on Saturday from 9.00 a.m. to 12.00 noon, or
  - (iii) such other commencing or finishing times (within the limits of 7.30 am and 5.30 p.m. Monday to Friday and 7.30 a.m. and 1.00 p.m. on Saturdays) as may be determined by the CEO.
- (d) Subject to this clause an Employee performing the duties of Dental assistant may be engaged on a part time basis subject to the following:
  - (i) No part-time Employee will be engaged for less than 30 hours per fortnight or in the case of agreement between the Employee and Employer twenty hours per fortnight or more than 60 hours per fortnight and not more than 38 hours in any week.
  - (ii) Part-time Employees will receive rates of pay and conditions pro rata.

13.6 Aboriginal health worker - part time employment

Subject to clause 11 (Hours of duty - shift workers) and this clause, an Aboriginal health worker may be engaged on a part-time basis subject to the following:

- (a) No part-time Employee will be engaged for less than 30 hours per fortnight or in the case of agreement between the Employee and Employer twenty hours per fortnight or more than 60 hours per fortnight and not more than 38 hours in any week.
- (b) Part-time Employees will receive rates of pay and conditions pro rata.

13.7 Kitchen staff - Tennant Creek Hospital

Notwithstanding the provisions of clause 11 (Hours of duty - shift workers) or this clause as the case may be, the ordinary hours of duty of Catering Assistants and other members of the kitchen staff who are required, disregarding meal breaks, to perform two separate periods of duty on any day, will not exceed 7.5 hours on any day and will be completed on any one day within twelve hours of commencing duty.

## 14. Overtime

14.1 Payment for overtime – shift worker

- (a) For work done by a shift worker in excess of the ordinary hours, double time will be paid.
- (b) Provided that this will not apply to arrangements between the Employees themselves, or in cases due to the rotation of shift, or when the relief does not come on duty at the proper time.
- (c) For all time of duty after the Employee has finished his or her ordinary shift, such unrelieved Employee will be paid time and a half for the first eight hours and double time thereafter.

14.2 Payment for overtime – day worker

All work done by a day worker in excess of the ordinary hours will be paid for at the rate of time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

14.3 Allowances regarded as salary for the purposes of calculating overtime payments

For the purposes of sub-clauses 14.1 and 14.2, salary will be calculated by including where applicable the allowances prescribed by the following clauses of this Schedule:

<b>Clause</b>	<b>Allowance</b>
6	Mixed functions allowance
10.1(a)	Proficiency allowance - dental technicians
10.1(b)	Responsibility allowance - senior dental technician, Darwin dental laboratory
10.2	Higher duties allowance
10.3	Leading hand allowances
10.5	Orderly/hospital assistant - special functions allowance
10.7	Security officers - special functions allowance

14.4 Rest period

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days.
- (b) An Employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, who has not had at least ten consecutive hours off duty between those times, will, subject to this subclause, be released after completion of the overtime until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during the time off duty.

- (c) Provided that if, on the instruction of the Agency, such Employee resumes or continues work without having had ten consecutive hours off duty, the Employee will be paid at double rate until released from duty for that period and will then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.
  - (d) The provisions of this subclause will apply in the case of shift workers who rotate from one shift to another as if eight hours were substituted for ten hours when overtime is worked:
    - (i) for the purpose of changing shift rosters; or
    - (ii) where a shift worker does not report for duty.
- 14.5 Overtime worked which is subject to the minimum overtime payment provisions of sub-clause 14.4 will not be regarded as overtime for the purposes of this subclause where the actual time worked is less than three hours on the recall or on each of the recalls.
- 14.6 This subclause will not apply where a shift is worked by arrangement between the Employees themselves.
- 14.7 For the purposes of this clause overtime will be calculated to the nearest fifteen minutes of the total amount of overtime to be claimed in each fortnightly period.
- 14.8 Minimum payments
- (a) Subject to the provisions of this sub-clause, where an Employee is required to perform overtime duty, and such duty is not continuous with ordinary duty, the minimum overtime payment for each separate overtime attendance will be for four hours at the prescribed overtime rate.
  - (b) For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.
  - (c) Where an overtime attendance not continuous with ordinary duty involves duty both before and after midnight, the minimum payment provisions of this subclause will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.
  - (d) The provisions of this sub-clause will apply to overtime duty performed by Employees whilst in a restrictive situation specified in clause 18 (On-call and stand-by) provided that:
    - (i) the minimum overtime payment will be for three hours in lieu of four hours as prescribed in paragraph (a) of this subclause; and
    - (ii) where more than one attendance is involved, the minimum overtime payment provisions will (subject to a minimum payment of three hours), not operate to increase remuneration beyond that to which the Employee would have been entitled had the Employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.

- (e) Notwithstanding the provisions of paragraphs (a) and (d)(ii), the minimum payment provisions will not apply where it is customary for an Employee to return to the place of work to perform a specific job outside ordinary working hours.

14.9 Working of overtime reasonable test in core

- (a) The Agency may require an Employee to work reasonable overtime at overtime rates and the Employee will work overtime in accordance with the requirement.
- (b) A dental assistant may be called for duty any time that he/she is required subject to payment for overtime under the conditions set out in sub-clause 14.10.

14.10 In the case of an Employee whose ordinary hours of duty are confined to five days of the week, overtime will be payable:

- (a) For duty performed before 7.30 a.m. and/or after 5.30 p.m. Monday to Friday.
- (b) For duty performed between 7.30 a.m. and the normal commencing time on any day Monday to Friday, where the Employee performs duty prior to 7.30 a.m. and also completes a normal day's duty on that day.
- (c) For duty performed between 7.30 a.m. and 5.30 p.m. after the completion by the Employee of a normal day's duty on any day Monday to Friday, where the Employee performs duty after 5.30 p.m. on that day.
- (d) For duty (other than duty specified in paragraph (b)) performed in excess of 38 hours per week within the limits of 7.30 a.m. and 5.30 p.m. on that day.
- (e) For duty on Saturday other than duty performed in accordance with time off in lieu provisions payment will be made at the rate of time and a half for overtime worked Monday to Friday, and at the rate of time and a half for the first three hours and double time thereafter for overtime worked on Saturday.

14.11 Special conditions - Aboriginal health workers

- (a) An Employee called on duty to meet an emergency at a time when he or she would not ordinarily have been on duty, and no notice of such call was given him or her prior to his or her ceasing duty on his or her ordinary shift, he or she will be paid for such emergency duty at the rate of double time.
- (b) The time for which payment will be made will include time necessarily spent in travelling to and from duty.
- (c) The minimum payment under sub-clause 14.11 will be for two hours at double time.
- (d) Where, in the opinion of the CEO, it is essential in the interests of health that respite from work be granted to an Employee who has been called up for emergency duty, the Employee may be relieved from duty on his or her next regular shift, without deduction from his or her wages, for a period not exceeding the number of hours extra duty worked.
- (e) In no case will the period of relief from duty extend into a second rostered tour of duty.
- (f) This clause will not apply to Employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

14.12 Crib time

- (a) An Employee working overtime will be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the Employee continues to work after the crib time.
- (b) Unless the period of overtime is less than two hours an Employee, before starting overtime after working his or her ordinary hours, will be allowed a meal break of twenty minutes which will be paid at ordinary rates.
- (c) The officer in charge and the Employee may agree to any variation of this provision to meet the circumstances of the work in hand but the Agency will not be required to make any payment in respect of any time allowed in excess of twenty minutes.

## 15. Saturday Duty

- 15.1 For duty not in excess of the prescribed weekly hours, payment will be made at the rate of half time additional to the ordinary rate of pay.
- 15.2 For the purposes of this clause, extra payment for Saturday duty will be granted for any scheduled duty performed between midnight on Friday and midnight on Saturday.
- 15.3 The extra rates prescribed in this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 11 (Hours of duty - shift work), but the provisions of this clause will not prejudice any right of the Employee to obtain alternatively, any higher rate in respect of this work by virtue of any other provision in this Part.
- 15.4 Overtime on a Saturday will be paid for in accordance with clause 14 (Overtime).

## 16. Sunday and Public Holiday Pay

16.1 Ordinary duty

Subject to this clause, for rostered duty which is not in excess of the prescribed weekly hours, an Employee will be entitled to extra payment at the rate of single time for Sunday duty, and single time and a half for public holiday duty. Provided that, in the case of a public holiday attendance, an Employee, may in lieu of additional pay be allowed to be credited with a days' leave to be included with annual leave or otherwise as may be agreed.

16.2 Overtime

- (a) Subject to this clause, duty in excess of the prescribed weekly hours will be paid for at the rate of single time additional to ordinary rate of pay for Sunday duty, and single time and a half additional to ordinary rate for public holiday duty provided that in the case of an overtime attendance not continuous with ordinary duty, the payment so resulting will be subject to the minimum overtime payment provisions contained in clause 14 (Overtime).
- (b) An Employee required to perform a full days overtime duty on Sunday will, in lieu of payment as prescribed in paragraph (a) wherever practicable be granted a day off during the six days succeeding that Sunday, and in such case, the payment for Sunday attendance will be one day's pay at single rate.

16.3 Rostered off duty on a public holiday

- (a) Where, in a cycle of shifts on a regular roster, an Employee is required to perform rostered duty on each of the days of the week, that Employee may in respect of a public holiday which occurs on a day on which the Employee is rostered off duty, be granted, if practicable a days' leave in lieu of that holiday to be included with annual leave or otherwise as may be agreed.
- (b) Where in any case, it is not practicable to grant a days' leave, the Employee will be paid instead, one day's pay at the ordinary rate.

16.4 General provisions

For the purposes of this clause:

- (a) duty broken by a meal period will not constitute more than one attendance.
- (b) extra payment for Sunday and holiday duty will be granted for the actual time worked on the Sunday or holiday. Provided that:
  - (i) Where a shift falls partly on a Sunday or public holiday, the whole shift will be regarded as the Sunday or holiday shift, if the major proportion (i.e. 50% or more) falls on the Sunday or holiday;
  - (ii) Where two shifts fall on the one Sunday or public holiday, only one shift will be regarded as the Sunday or holiday shift; and
  - (iii) Where overtime commences on a Sunday or public holiday the appropriate rate will continue until the completion of the overtime.
- (c) The period for which the additional payment prescribed by this clause will be paid, will be calculated to the nearest 1/4 hour of the total amount to be claimed in each fortnightly period.
- (d) The extra rates prescribed in this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 11 (Hours of duty - shift work).

## 17. Christmas Falling On a Saturday or Sunday

17.1 Except as provided in sub-clauses 17.2 and 17.3 an Employee will be paid in accordance with the public holiday provisions of clause 16 (Sunday and public holiday pay) for duty performed on 25 December.

17.2 Where 25 December falls on a Sunday and 27 December is substituted as a holiday for either 25 or 26 December an Employee who performs duty on both 25 and 27 December will be paid as follows:

- (a) for duty on 25 December:
  - (i) except as provided in paragraph (ii) in accordance with the public holiday provisions of clause 16 (Sunday and public holiday pay);

- (ii) if rostered for duty on 27 December but not rostered for duty on 25 December but performing duty on that day in accordance with the Sunday duty provisions of clause 16 (Sunday and public holiday pay).
- (b) for duty on 27 December
  - (i) except as provided in paragraph (ii)- in accordance with the Sunday duty provisions of clause 16 (Sunday and public holiday pay);
  - (ii) if rostered for duty on 27 December but not rostered for duty on 25 December but performing duty on that day - in accordance with the public holiday provisions of clause 16 (Sunday and public holiday pay).

17.3 Where 25 December falls on a Saturday and another day is substituted as a holiday for 25 December an Employee who performs duty on both 25 December and on the substituted day will be paid as follows:

- (a) for duty on 25 December:
  - (i) except as provided in paragraph (ii) in accordance with the public holiday provisions of clause 16(Sunday and public holiday pay);
  - (ii) if rostered for duty on the substituted day but not rostered for duty on 25 December but performing duty on that day - in accordance with clause 15 (Saturday duty).
- (b) for duty on the substituted day:
  - (i) except as provided in paragraph (ii) in accordance with clause 15 (Saturday duty);
  - (ii) if rostered for duty on the substituted day but not rostered for duty on 25 December but performing duty on that day in accordance with the public holiday provisions of clause 16 (Sunday and public holiday pay).

## 18. On-Call and Stand-By

18.1 Subject to the prior approval of the Commissioner to the introduction at an establishment of a restrictive situation roster, an Employee placed on that roster will be required outside of ordinary hours to be ready to perform extra duty subject to payment in accordance with this clause, in either of the following specified categories of restrictive situations:

(a) On-call

An Employee is instructed prior to ceasing duty that he or she is or may be required to attend for extra duty sometime before the next normal time of commencing duty and that the Employee is to be contactable and available to return to duty without delay or within a reasonable time of being recalled.

(b) Stand-by

An Employee is instructed, prior to ceasing duty, that he or she is or may be required to attend for extra duty sometime before the next normal time of commencing duty and that the Employee is to remain at home and be available for immediate recall to duty.

- 18.2 Subject to this clause, the rate of payment made to an Employee in the respective categories of restrictive situations will be as follows:
- (a) On-call – the night rate or day / night rate (whichever is applicable) as specified in Schedule 11;
  - (b) Stand-by - half the Employee's ordinary rate of pay for the proportion of the period of standing by calculated as follows:
    - (i) 3/4 of that part of the period of restriction which occurs on any day within the first fourteen hours after the Employee's normal commencing time of ordinary duty, or after the time at which the Employee last commenced ordinary duty, whichever is the later; and
    - (ii) 1/4 of any period of restriction occurring in any 24 hours period outside the fourteen hours referred to in paragraph (i).
- 18.3 Provided that, any part of a period of restriction in respect of which the Employee receives payment under provisions other than those in this clause, e.g. overtime or excess travelling time, will not be included in the period of restriction for purposes of calculating stand-by payments under this clause.
- 18.4 No payment will be made to an Employee under this clause for a period of restriction in respect of any part of which the Employee does not adhere to the required degree of readiness or does not observe the instructions of the CEO as to restrictions outside ordinary hours of duty.
- 18.5 Payment for stand-by will be subject to the following conditions:
- (a) payment will be calculated to the nearest 1/4 hour of the total period of restriction to be paid for in each fortnightly period;
  - (b) the maximum hourly rate of pay will be calculated on the maximum rate of pay prescribed in Public Sector Employment and Management By-Law 38.
  - (c) Where an Employee is required to attend to perform overtime or holiday ordinary duty, the payment for such attendance will be subject to the minimum payment provisions contained in either clause 14 (Overtime) or clause 16 (Sunday and public holiday pay) as the case requires.

## **19. Tea Breaks**

Employees will be allowed at times suitable to the Agency, two fifteen minute breaks per day. The period of such breaks will be regarded for all purposes as time on duty and Employees will not be at liberty to leave the workplace.

## **20. Reimbursement of Fares – Children Attending School outside Isolated Districts**

An Employee will be eligible for reimbursement of fares for children attending secondary school outside isolated districts in accordance with Public Sector Employment and Management By-Law 52.

## 21. Personal Emergency Leave

An Employee will be eligible for the grant of emergency leave in accordance with the Public Sector Employment and Management By-Law 15.

## 22. Employee Called As a Witness or Juror

Leave to enable an Employee to attend as a witness or juror will be granted in accordance with the *Public Sector Employment and Management By-laws* 20 or 21.

## 23. Accidents

An Employee who sustains physical injury while on duty will be eligible for compensation in accordance with Schedule 1.

## 24. Conditions of Advancement

The following conditions of advancement apply to an eligible Employee (classifications referred to are local titles):

### 24.1 Dental assistant

- (a) For those Employees placed in Technical Level 1 the following advancement criteria and barriers apply:
  - (i) An Employee engaged to work as a dental assistant who has five or more years recognised experience as a dental assistant, will advance automatically to the third salary point of Technical Level 1.
  - (ii) An Employee engaged to work as a dental assistant who possesses a Dental Assistants' Association of Australia Certificate of proficiency or an equivalent qualification, and who has two or more years recognised post-qualification experience as a dental assistant, will advance automatically to the fifth salary point of Technical Level 1.
- (b) For the purpose of this sub-clause, a dental assistant in the employ of the Department of Health and Families as at 14 March 1991, who was subsequently awarded a Dental Assistants' Association of Australia Certificate of Proficiency or an equivalent qualification prior to 31 December 1992, is deemed to have the equivalent of two or more years recognised post-qualification experience as a dental assistant if they have at least five years recognised pre-qualification.
- (c) Notwithstanding anything contained elsewhere in this clause, an Employee engaged to work as a dental assistant will not progress beyond the fifth salary point of Technical Level 1, unless they possess the Dental Assistants Association of Australia Certificate of Proficiency, or an equivalent qualification.
  - (i) **Approved experience** means such experience in the dental industry as is recognised by the Commissioner or a delegate for this purpose.
  - (ii) **An equivalent qualification** means such a qualification as is recognised by the Commissioner or a delegate for this purpose.

## 24.2 Increments

- (a) An Employee is entitled to annual increments within the scale of rates of salary fixed for the classification held.
- (b) The first increment is payable on completion of twelve months service (continuous or broken) in the preceding two years. The second increment is payable where the Employee has served twelve months (continuously or in broken periods) within the preceding four years and has received the salary of the second sub-division for twelve months. Further increments are payable on the basis of the foregoing.
- (c) Where the termination of an Employee's engagement is due to the requirements of the Public Sector, except where an Employee has been dismissed under the provisions of the PSEM Act, that Employee will, upon re-engagement within twelve months of termination in the same classification, be paid at the last incremental level held, and previous service may be taken into account for normal incremental advancement beyond that point.
- (d) An Employee holding a classification for which the Commissioner has determined conditions of advancement is subject to those conditions of advancement so determined.
- (e) The provisions of paragraphs (a) and (b) do not have apply to an Employee under 21 years of age holding a classification in respect of which a rate of salary payable according to age is prescribed except in those cases where such an advancement determined by the Commissioner in respect of that classification, is paid the prescribed rate for that classification payable to an Employee who had attained the age of 21 years.

## 24.3 Higher duties – increments

- (a) An Employee who temporarily performs the duties of a higher classification for a continuous period of more than twelve months may, after the completion of each period of twelve months performance of those duties, be granted the increments payable to an Employee holding the higher classification.
- (b) An Employee who temporarily performs the duties of a higher classification in periods that are not continuous but aggregate in a period of more than twelve months, may, at the completion of each such total period of twelve months, be granted an increment that is payable to an Employee holding the higher classification if:
  - (i) in the case of the first increment, the total period of twelve months temporary promotion is completed within the period of 24 months that immediately preceded that completion; and
  - (ii) in the case of any subsequent increment the total requisite period of temporary promotion is completed within the period of time equal to twice the total period of performance of duties of the higher classification that immediately precedes that completion.
- (c) For the purposes of paragraphs (a) and (b), performance of the duties of another classification having the same rates or scale of rates of salary as, or a higher maximum rate of salary than, the higher classification is deemed to be performance of the duties of the higher classification.

- (d) Paragraph (c) do not operate so as to authorise the grant of an increment to an Employee unless the Employee has received the first or a subsequent increment in the allowance payable under this clause for a period of twelve months.
- (e) An Employee who is performing the duties of a higher classification who is permanently promoted to that classification, will not suffer any reduction in salary, and may receive the same increments as if the Employee has, during the period of temporary service in the higher classification, been the permanent holder of that classification.
- (f) Where an Employee is permanently promoted to a classification and prior to promotion, has performed the duties of a higher classification with the same rate or scale of rates of salary as the classification to which promoted but the Employee is not performing those duties when promoted, the period for which the Employee held that classification will be taken into account for the purposes of incremental advancement in the same manner as it will be taken into account under paragraph (a) if the Employee had not been promoted.

## **Schedule 5 - General Employees (Northern Territory Public Sector) Miscellaneous Workers Union Provisions**

### **1. Application**

- 1.1 Subject to sub-clause 1.2, the provisions of this Schedule apply to Employees who are members of, or are eligible to become members of the Liquor, Hospitality and Miscellaneous Workers Union, who are employed in the classification of Physical level 1 to Physical level 9.
- 1.2 Persons to whom Schedule 3 (Construction and Maintenance Workers (Northern Territory Public Sector) Provisions) or Schedule 4 (Health Employees (Northern Territory Public Sector) Miscellaneous Workers Union Provisions), are excluded from coverage under this Schedule.

### **2. Apprentices**

- 2.1 Subject to sub-clause 2.2, an apprentice will receive the rate of pay prescribed under relevant legislation or otherwise in accordance with Schedule 11 for the trade in which the apprentice is apprenticed according to the year of the apprentice's apprenticeship. An apprentice will also be accorded the general conditions of this Schedule.
- 2.2 An apprentice 21 years of age and over, or an apprentice who maintains dependents, will be paid not less than the NTPS adult minimum wage as prescribed in the Public Sector Employment and Management By-laws.

### **3. Mixed Functions**

- 3.1 Every Employee will be liable to be called upon to temporarily perform the duties of another designation provided they are competent to perform such duties.
- 3.2 An Employee required to perform on any one day, work to which differential rates are applicable will be paid in respect of the whole time during which the Employee works on that day, at the highest rate fixed in respect of any such classes of work.
- 3.3 An Employee temporarily transferred to a class of work for which a lower rate is paid, will not suffer any reduction in salary.

### **4. Allowances**

#### **4.1 Leading hands**

An Employee who is required to perform the duties of leading hand will be paid an all purpose allowance at the rates specified in Schedule 11.

#### **4.2 Special allowances**

In addition to the rates of pay prescribed in Schedule 11, the following special allowances will be paid; provided that these allowances will not count as salary or wages for any other purpose and will not be paid during any period of leave (unless stated), either with or without pay.

(a) Window cleaning

A cleaner employed on window cleaning on the outside of multi-story buildings from scaffolds or similar devices will be paid an allowance at the rate specified in Schedule 11.

(b) High cleaning

An Employee other than a cleaner to whom an allowance prescribed in paragraph (a) is payable, who cleans at a height of nine metres above the nearest horizontal plane, will whilst so employed be paid at the rate specified in Schedule 11 and for each additional nine metres or part thereof an additional allowance at the rate specified in Schedule 11.

(c) Cleaning grease traps

An Employee required to clean grease traps will be paid an allowance at the rate specified in Schedule 11.

(d) Confined spaces

An Employee required to clean and/or scrape behind stoves will, whilst so employed, be paid an allowance at the rate specified in Schedule 11.

(e) Government House Allowance

An Employee employed at Government House will be paid an allowance at the rate specified in Schedule 11. This allowance will be paid for all purposes of the Schedule.

(f) Dirty work

An Employee who is employed on work which is agreed as being of an unusually dirty or offensive nature will be paid at the rate specified in Schedule 11.

(g) Intermittent driving duty

An Employee required to undertake driving duty may be paid an allowance to raise his or her salary to the minimum salary payable to the Physical level 2 designation.

(h) Toilet cleaning

Cleaners employed in the cleaning of lavatories in institutions for minors for the major portion of a day or shift will be paid an allowance at the rate specified in Schedule 11 in addition to the salary rate prescribed in Schedule 11.

(i) Security officer

A security officer required to operate a tell-tale clock and/or use a motor vehicle will be paid an allowance in addition to salary at the rate specified in Schedule 11. An Employee in receipt of this allowance will not be eligible for an allowance under paragraph (g).

(j) Toxic substances

An Employee will be paid an allowance at the rate specified in Schedule 11 per week for handling toxic substances where that Employee is required to handle toxic substances in the normal course of carrying out duties.

4.3 Janitor's duties

- (a) A janitor who lives on Agency premises will be required to perform a security check on all external doors and windows on Monday to Friday inclusive where the premises have been in use. The first hour of the security check will be unpaid and any additional time will be paid as time worked, provided that where such check is completed in less than one hour the janitor will be released from duty.
- (b) A janitor who lives on Agency premises may also be required to perform overtime and security checks that have customarily been performed.
- (c) In recognition of the above duties a janitor will be paid an allowance equal to accommodation and utilities including gas and/or electricity and water where such arrangements are not provided by the Employer.

4.4 Allowance for protective clothing

- (a) Where the Employer requires a member to wear protective clothing the Employer must pay an allowance to the member equivalent to the cost of reimbursement of the cost of purchasing such clothing. The provisions of this clause do not apply where protective clothing is provided by the Employer.
- (b) All equipment and protective clothing provided by the Agency will remain the property of the Agency and will be accounted for by each Employee when so required. When any item has become so worn that it is no longer adequate for its purpose, it will be replaced by the Agency without charge to the Employee but any item which is lost or damaged through the negligence of the Employee will be replaced at the expense of the Employee.
- (c) The cost of any article not returned to the Agency by an Employee on termination may be recovered from any monies owing to that Employee.

## 5. Hours of Duty - Special Provisions

5.1 Crib time

- (a) An Employee working overtime will be allowed a crib time of twenty minutes, without deduction of pay, after each four hours of overtime worked if the Employee continues to work after the crib time.
- (b) Unless the period of overtime is less than two hours an Employee, before starting overtime after working his or her ordinary hours, will be allowed a meal break of twenty minutes which will be paid at ordinary rates. The officer in charge and the Employee may agree to any variation of this provision to meet the circumstances of the work in hand but the Agency will not be required to make any payment in respect of any time allowed in excess of twenty minutes.

## 6. General Conditions Of Service

Employees to whom this Schedule apply will be subject to the provisions of the following clauses of Schedule 4 (Health Employees (Northern Territory Public Service) Miscellaneous Workers Union Provisions)

Clause	Subject matter
23	Accidents
12	Change in rostered hours of duty
17	Christmas Day falling on Saturday or Sunday
10.10	Compensation for damage to clothes and/or personal effects
4	Contract of employment - specified period Employees
21	Personal emergency leave
22	Employee called as witness or juror
10.14	Excess travelling time
13	Hours of duty - day workers
11	Hours of duty - shift workers
10.13	Meal allowance
18	On call and standby
14	Overtime
9	Payment of salary
20	Reimbursement of fares - children attending school outside isolated districts
15	Saturday duty
16	Sunday & public holiday pay
19	Tea breaks
10.8	Travelling allowance

## 7. Work Level Standards

### 7.1 General Services Employee

#### (a) Physical level 1

##### (i) A person at this level:

- A. Will be a new Employee without previous experience in the range of duties pertaining to the occupation. The Employee will perform a range of duties whilst undergoing training and:
- B. works under direct supervision either individually or in a team environment using established routines, methods and procedures;
- C. exercises minimal judgement in deciding how tasks are to be performed.

##### (ii) This level will be used for training for Employees being graded to level 2 and level 3 positions.

(b) Physical level 2

(i) A person at this level:

- A. works either individually or in a team environment under general supervision;
- B. performs a variety of manual tasks and/or operates plant, equipment and vehicles requiring more than a basic level of skill;
- C. exercises judgement in deciding how tasks are to be performed;
- D. exercises good communication and interpersonal skills where routine client liaison applies;
- E. may be expected to assist in the familiarisation of other staff with the typical duties required of their position.

(ii) Qualifications:

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

- A. carry out routine labouring tasks, for example digging, weeding, planting seedlings, sowing lawns, as well as carry out tasks such as propagating and budding plants and assist with the maintenance of glasshouse collections, identifying less common plant pests and diseases, assist in the development of and implement appropriate watering and fertilising programs;
- B. operate vehicles and machinery, for example a tractor with attachments to perform tasks such as mowing and clearing fire breaks;
- C. operate and maintain equipment such as grass cutting equipment and rotary hoes; undertake minor repairs including the replacement of damaged mower blades and base-plates;
- D. carry out minor repairs and maintenance to buildings and grounds, including:
- E. minor repairs to boundary fences;
- F. erection of plaques and maintenance to monumental walls;
- G. assisting in the movement of furniture and machines;
- H. patrol and watch premises and sites to guard them against theft and fire; prepare basic written reports, for example security incident reports;

- I. perform maintenance work on buildings and surroundings of a “handyman” nature and undertake duties of a general nature such as:
- J. cleaning duties during school hours;
- K. placing rubbish bins around the premises and ensuring they are emptied as required;
- L. liaise with and generally monitor the work of outside contractors and report defects (this does not include the evaluation of technical or other standards nor supervision of technical aspects of the work);
- M. secure the school premises;
- N. receive, unpack and distribute stores and undertake minor purchasing and collection of stores;
- O. perform cleaning functions;
- P. provide a tea beverage service;
- Q. prepare, process and package food commodities.

(iv) Multiskilling/flexibility:

- A. A person at this level will perform duties incidental or peripheral to their main duties, including undertaking tasks and/or operating machinery within their work area, which duties are generally performed by persons at this level and for which they have been trained and/or are capable of performing.
- B. For the purposes of this provision, a work area will mean a distinct service area such as the laundry, kitchen, grounds etc. janitors performing duties at this level are not expected to be specialised in all duties as would be the case of single designations in distinct service areas.

(v) Training:

Advancement to a higher level will be subject to:

- A. satisfactory completion of training/competency assessment;  
and
- B. a vacant job being available and the normal selection process.

(c) Physical level 3

(i) A person at this level:

- A. works under general supervision either individually or in a team environment, performing a variety of tasks which require knowledge of standards, practices and procedures and skills obtained through considerable training and experience; or
- B. performs tasks requiring some level of technical or specialised knowledge or skill; or
- C. operates vehicles/plant requiring skills obtained through considerable training and experience; or
- D. under limited supervision, oversees staff engaged on a variety of tasks. This will include the assignment and quality control of work;
- E. exercises judgement in deciding how tasks are to be performed;
- F. exercises communication and interpersonal skills where client liaison and supervisory responsibilities apply;
- G. may be expected to oversight the work of subordinates;
- H. may be expected to assist in the familiarisation of other staff with the typical duties required of their position;
- I. may be expected to oversight the work of persons undergoing the on-the-job component of their training as per level 1;
- J. exercises good communication and interpersonal skills generally.

(ii) Qualifications:

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

- A. oversee and direct the daily operations of cleaning staff across a range of facilities; control the issue of materials and equipment and assist with the general planning and organisation of work;
- B. oversee and direct catering staff performing the duties associated with level 2;
- C. prepare, cook and serve foodstuffs, requisition, issue and control cooking ingredients and materials. A person performing these tasks at this level will not possess a relevant

trade certificate or an equivalent recognised qualification however, upon attaining same, will be advanced to level 4;

- D. oversee the general security operations and supervise security staff including performing basic report writing and implementing security procedures;
- E. oversee all aspects of grounds and gardens maintenance within the precincts of Government House or Bullocky Point Museum including supervising other grounds staff;
- F. perform maintenance work on buildings and surroundings of a “handyman” nature and undertake duties of a general nature such as:
- G. cleaning duties during school hours;
- H. placing rubbish bins around the premises and ensuring they are emptied as required;
- I. liaise with and generally monitor the work of outside contractors and report defects (this does not include the evaluation of technical or other standards nor supervision of technical aspects of the work); secure the school premises; receive, unpack and distribute stores and undertake minor purchasing and collection of stores;
- J. a person who performs these duties and who holds a relevant trade and/or other recognised equivalent qualification and who as part of his/her overall duties utilises those qualifications and/or skills from time to time will be placed at this level.

(iv) Multiskilling/flexibility:

This level includes persons who are trained for and/or are capable of performing the tasks associated with all level 2 positions in three separate recognised work areas and are designated by the Employer to be a “multiskilled” person for the purposes of this provision. An Employee who has been promoted to this level, can be required to work in any of the positions for which they are trained and/or are capable of performing, at the Employer s discretion.

(v) Training:

Advancement to the next level will be subject to:

- A. satisfactory completion of training/competency assessment; and
- B. a vacant job being available and the normal selection process.

(d) Physical level 4

(i) A person at this level:

- A. Works under general supervision either individually or in a team environment, performing trade work and holding trade or other recognised equivalent qualifications; or
- B. under limited supervision, supervises numbers of staff engaged on a variety of manual tasks/activities or a number of work teams;
- C. exercises independent judgement in deciding how tasks are to be performed and have authority to adapt work methods in dealing with non-standard problems;
- D. may be expected to familiarise other staff with the typical duties required of their position;
- E. applies quality control techniques to their work and the work of other staff;
- F. assists in the development of, and implement training programs;
- G. exercises good communication and interpersonal skills.

(ii) Qualifications:

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

- A. perform trade work or work requiring an equivalent level of skills and knowledge e.g. cook. A person performing these tasks at this level will possess a trade certificate or an equivalent recognised qualification;
- B. a supervisor at this level will also undertake at least three of the following as part of their duties:
- C. purchasing and stock control;
- D. rostering;
- E. maintaining attendance records;
- F. compiling production and assessment reports;
- G. budget control;
- H. other duties consistent with this level.

(iv) Training:

Advancement to the next level will be subject to:

- A. satisfactory completion of training/competency assessment;  
and
- B. a vacant job being available and the normal selection process.

(e) Physical level 5

(i) A person at this level will:

- A. supervise, plan and co-ordinate work teams or control the operations of an organisational element of a program which undertakes predominantly a variety of manual tasks;
- B. a person in a supervisory role at this level could be expected to exercise initiative and judgement in solving day to day operational problems including:
- C. estimating and ordering;
- D. work priorities;
- E. staffing control and training;
- F. maintenance of records and basic reporting;
- G. application of quality standards, occupational health/safety; and equal opportunity programs to work areas;
- H. development of training programs.
- I. exercise initiative and judgement above that undertaken at the general trade level;
- J. understands and implements quality control techniques.

(ii) Qualifications:

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

Supervise/oversee staff performing a variety of activities e.g. Head cook, oversee staff engaged in the preparation /serving/distribution of food; organise and co-ordinate the activities of staff employed in the kitchen of an institution.

(iv) Training:

Advancement to a higher level will be subject to:

- A. satisfactory completion of training/competency assessment;  
and
- B. a vacant job being available and the normal selection process.

(f) Physical level 6

(i) A person at this level takes charge of an occupational group of staff engaged in a wide range of activities normally within a work stream and is responsible for a range of functions including:

- A. implementation of quality control, training and/or teaching, staff recruitment, estimation of costs, preparation of orders, and setting of and review of procedures;
- B. exercises a high degree of initiative and judgement in solving day to day problems including:
  - 1) co-ordination of resources;
  - 2) staff training and/or teaching;
  - 3) work priorities;
  - 4) oversee safety measures;
  - 5) development of training programs;
  - 6) estimating and ordering;
  - 7) oversee records maintenance and preparation of minor reports.

(ii) Qualifications:

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

Perform cooking duties requiring a high level of skill including providing food for VIP guests and preparing menus and ordering foodstuffs and materials associated therewith.

(iv) Training:

Advancement to a higher level will be subject to:

- A. satisfactory completion of training/competency assessment;  
and
- B. a vacant job being available and the normal selection process.

(g) Physical level 7

(i) A person at this level:

- A. exercises direct and indirect control over a large group of staff, including subordinate supervisors, undertaking a varied range of work;
- B. exercises a high degree of initiative, judgement and flexibility in solving complex problems including:
  - 1) coordination of resources;
  - 2) oversight of training;
  - 3) estimation of costs;
  - 4) arranging recruitment;
  - 5) oversight safety matters; and
  - 6) review work methods and oversee quality control.

(ii) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(iii) Typical duties whilst engaged at this level:

Control staff comprising supervised work teams in the day-to-day operations of Government House including:

- A. determine priorities for jobs on the work program;
- B. determine resource requirements to implement the work program;
- C. provide technical guidance as necessary;
- D. play an active role in training for the work teams;
- E. monitor program expenditure; and
- F. research, prepare and present complex reports.

(iv) Training:

Advancement to a higher level will be subject to:

- A. satisfactory completion of training/competency assessment; and
- B. a vacant job being available and the normal selection process.

## **Schedule 6 - Professional Engineers (Northern Territory Public Sector) Provisions**

### **1. Application**

1.1 The provisions of this Schedule apply to Employees who are members of, or are eligible to become members of, the Association of Professional Engineers, Scientists and Managers Australia, and who are employed in the following classifications:

- (a) Professional 1 to Professional 4;
- (b) Executive Officer 1 and Executive Officer 2

### **2. Salary Rates**

2.1 Professional 1

- (a) Eligible Employees will not be paid at a rate less than third salary point of the Professional 1 designation per annum if they qualify for admission or have been admitted to:
  - (i) a degree of an Australian University; or
  - (ii) an equivalent qualification that was of a standard at least equal to the standard of a degree awarded by an Australian University; or
  - (iii) an award of an overseas educational institution, being an award which, in the opinion of the Commissioner, was at least equal in standard to the qualifications specified in paragraphs (i) and (ii) above; which degree or award was recognised by the Commissioner as appropriate to the duties of the classification and the minimum period of full-time study for which was three years.
- (b) Eligible Employees were not paid at a rate less than the fourth salary point of the Professional 1 designation per annum if they had qualified for admission or been admitted to:
  - (i) a degree in engineering of an Australian University recognised by the Institution of Engineers, Australia; or
  - (ii) an equivalent qualification that was recognised by the Institution of Engineers, Australia as attaining a standard at least equal standard of a degree in engineering conferred by an Australian University; or
  - (iii) an award of an overseas educational institution, being an award which in the opinion of the Commissioner was at least equal in standard to the qualifications specified in paragraphs (i) and (ii) above; which degree or award was recognised by the Commissioner as appropriate to the duties of the classification and the minimum period of full-time study for which was four or five years.

## **Schedule 7 – Transport Workers’ (Northern Territory Public Sector) Provisions**

### **1. Application**

- 1.1 Subject to sub-clause 1.2, the provisions of this Schedule apply to all Employees in the who are members of, or are eligible to become members of the Transport Workers Union of Australia, and who are employed in the classifications of Physical level 1 to Physical level 9.
- 1.2 The provisions of this Schedule do not apply to Employees in the classifications of Physical Levels 1 to 9 who are employed in the Department of Health and Families, the Department of Education and Training, or the Darwin Port Corporation.

### **2. Grievance and Dispute Resolution Training**

- 2.1 Leave of absence will be granted to an Employee to attend short training courses or seminars involving the development and operation of dispute settling procedures on the following conditions:
- (a) that Agency operating requirements permit the grant of leave; and
  - (b) that the scope, content and level of the short course or seminar are directed to a better understanding of grievance handling and dispute resolution.
- 2.2 Leave granted under sub-clause 2.1, will be with full pay at ordinary time, excluding shift, penalty or overtime payments, and will count as service for all purposes.

### **3. Classifications**

- 3.1 The translation of old designations to the Physical structure is displayed in clause 8 (Translation of Old Classifications)
- 3.2 The criteria for determining the appropriate level of a physical grade job are contained in the definitions in clause 9 (Work Level Standards – Transport).

### **4. General Conditions**

Employees shall be subject to the provisions of the following clauses of Schedule 3 - Construction and Maintenance Workers Provisions:

<b>Clause no.</b>	<b>Subject matter</b>
10.7	Accommodation - camping
10.9	Allowance for excess fares and travelling time
10.5	Compensation for damage to clothes and tools
6	Contract of employment
18	Fares and travel on annual leave
7	Fares and travelling expenses on engagement and on termination of employment – temporary Employees
10.11	First aid allowance
11	Hours of work
10.2	Industry allowance
10.1	Leading hands

8	Mixed functions - change in classification
13	On call allowance
12	Overtime
9	Payment of wages
10.6	Allowance for protective clothing
20	Public holidays
10.8	Allowance for children attending school outside isolated districts
10.4	Special rates
14	Sunday and holiday work
10.3	Supply of tools and tool allowance
17	Travelling allowance
16	Travelling time between jobs

## 5. Allowances

### 5.1 Training

An Employee of the Department of Construction and Infrastructure holding the designation of Driver/conductor (bus service), who is required to provide on-the-job training to other Employees of the same designation, shall be paid an allowance at the rate specified in Schedule 11 per hour for each hour or part of an hour the Employee is performing those duties and that allowance shall not count as salary for any purpose.

### 5.2 Trailer

- (a) Motor (not being a tractor) drawing trailer:
- (i) for loaded single axle trailer at the rate specified in Schedule 11 per day extra;
  - (ii) for an empty single axle trailer at the rate specified in Schedule 11 per day extra;
  - (iii) for any other loaded trailer at the rate specified in Schedule 11 per day extra; or
  - (iv) for any other empty trailer at the rate specified in Schedule 11 per day extra,

provided that not more than one trailer shall be drawn at any one time.

- (b) Driver of oil tractor (excluding earthmoving equipment)

- (i) For each trailer drawn after the first, extra amount per day per trailer:

<b>Nature of trailer</b>	<b>First additional</b>	<b>Each subsequent</b>
	<b>\$</b>	<b>\$</b>
Loaded single axle	As specified in Schedule 11	
Empty single axle		
Loaded other		
Empty other		

- (ii) Where an Employee to whom this designation applies draws both an empty and a loaded trailer on any day, he/she shall be paid for that day the rate applicable for a loaded trailer.

5.3 Sanitary

Employee driving sanitary vehicle, an extra weekly amount at the rate specified in Schedule 11.

5.4 Money handling

Further additional weekly amount for Employee handling money will be paid at the rate specified in Schedule 11.

## 6. Split Shifts

6.1 **Split shift** means a shift where two periods of work separated by a non-working period is worked on any one day.

6.2 The two periods of work combined for ordinary hours of work will not exceed eight hours.

6.3 The maximum spread of hours over which a split shift may be worked shall not exceed twelve excepting in those circumstances set out in sub-clause 7.8(e).

6.4 Payment for time worked on split shifts shall be in accordance with clause 7 (Shift work).

6.5 This clause shall only apply to persons employed in the designation of driver/conductor.

## 7. Shift Work

7.1 The ordinary hours of shift work shall average 38 per week including such time as by mutual agreement may be taken for meals and shall not exceed 152 hours in 28 consecutive days. A paid meal break shall not be provided for a driver/conductor during the working of a split shift and therefore time taken for meals between split shifts will not count for inclusion in the average hours of 38 per week.

(a) Employees may be required to work split shifts provided that all duty performed on any day after eight hours has been worked, shall be paid for in accordance with sub-clause 7.8. For the purpose of calculating time worked, a non-working period separating periods of a split shift shall not be included.

(b) In the case of field based Employees, that is Employees who work from isolated localities throughout the Northern Territory, it has been agreed that these Employees may accumulate up to three programmed days off. Thus for these Employees the average of 38 ordinary hours may be achieved over a period which exceeds 28 consecutive days.

7.2 There shall be a roster of shifts which shall:

(a) provide for rotation unless all the Employees desire otherwise;

(b) provide for not more than eight shifts to be worked in any nine consecutive days; and

(c) not be changed until after four weeks notice, provided that an Employee's place on each roster shall not be changed except on one weeks notice of such change or payment of penalty rates;

- (d) so far as Employees present themselves for work in accordance with this clause, shifts shall be worked according to the roster.

7.3 For work done by a shift worker excluding an Employee on split shifts outside the ordinary hours of his or her shift double time shall be paid. Provided that this shall not apply to private arrangements regarding the working of shifts other than in accordance with the roster made between Employees or in cases due to rotation of shift or when the relief does not come on duty at the proper time. For all time of duty after the Employee has finished his or her ordinary shift such unrelieved Employee shall be paid time and a half for the first eight hours and double time thereafter.

7.4 For all time worked on afternoon or night shifts (other than on Saturdays, Sundays or public holidays) Employees, except those on split shifts, shall be paid 15% more than their ordinary rates.

7.5 A shift worker other than an Employee on a split shift who works on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

7.6 Except when employed on split shifts, an Employee who:

- (a) during a period of engagement on shift work, works night shift only; or
- (b) remains on night shift for a longer period than four consecutive weeks; or
- (c) works on night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least 1/3 of his or her working time off night shift in each cycle,

shall during such engagement, period or cycle be paid at the rate of single time plus 30% for all time worked during ordinary working hours on such night shifts.

7.7 Shift definitions

- (a) **Day shift** means any shift starting at or after 6.00 a.m. and before 10.00 a.m.
- (b) **Afternoon shift** means any shift starting at or after 10.00 a.m. and before 8.00 p.m.
- (c) **Night shift** means any shift starting at or after 8.00 p.m. and before 6.00 a.m.

7.8 An Employee on split shifts shall be paid rates as follows:

- (a) For all time worked within a span of 9-1/2 hours, ordinary time.
- (b) For all time worked outside a span of 9-1/2 hours up to 10-1/2 hours, time and a half
- (c) For all time worked outside a span of 10-1/2 hours up to twelve hours, double time.
- (d) The span of hours in paragraphs (a) to (c) includes the non-working period between portions of a split shift.

- (e) For work done by an Employee on a split shift after eight hours has been worked double, time shall be paid. For the purposes of calculating time worked, a non-working period separating periods of a split shift shall not be included. This shall not apply to private arrangements regarding the working of shifts other than in accordance with the roster made between Employees or in cases due to rotation of shift or when the relief does not come on duty at the proper time. For all time of duty after the Employee has finished his or her ordinary shift such unrelieved Employee shall be paid time and a half for the first eight hours and double time thereafter.
- (f) For work performed between midnight on Friday and midnight on Saturday, an Employee working shifts shall be paid at the minimum rate of time and a half. This extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in sub-clauses 7.4 to 7.8 but the provisions of this clause shall not prejudice any right of the Employee to obtain, alternatively, any higher rate in respect of that work by virtue of any provision of this Schedule.

## 8. Translation of Old Classifications

<b>Old designation</b>	<b>Physical level</b>
Driver (passenger car) car pool	Ph 2
Driver of recovery vehicle	Ph 3
Driver/Conductor	Ph 3
Driver of vehicle with accommodation for 8 persons or less	Ph 2
Driver of vehicle with accommodation for more than 8 persons but less than 30 persons	Ph 2
Driver of vehicle with accommodation for 30 persons or more	Ph 2
Driver of tow motor	Ph 2
Driver of motor vehicle with carrying capacity of:	
1.2 tonnes or less	Ph 2
Over 1.2 tonnes but not over 3 tonnes	Ph 2
Over 3 tonnes but under 6 tonnes	Ph 2
6 tonnes and over but under 7 tonnes	Ph 2
7 tonnes and over but under 8 tonnes	Ph 2
8 tonnes and over but under 9 tonnes	Ph 3
9 tonnes and over but under 10 tonnes	Ph 3
10 tonnes and over but under 11 tonnes	Ph 3
11 tonnes and over but under 12 tonnes	Ph 3
12 tonnes and over but under 13 tonnes	Ph 3
13 tonnes and over but under 14 tonnes	Ph 3
14 tonnes and over but under 15 tonnes	Ph 3
15 tonnes and over but under 16 tonnes	Ph 3
16 tonnes and over but under 17 tonnes	Ph 3
17 tonnes and over but under 18 tonnes	Ph 3
18 tonnes and over but under 19 tonnes	Ph 3
19 tonnes and over but under 20 tonnes	Ph 3
20 tonnes and over but under 21 tonnes	Ph 3
21 tonnes and over but under 22 tonnes	Ph 3
22 tonnes and over but under 23 tonnes	Ph 3
23 tonnes and over	Ph 3
Driver of articulated vehicle with carrying capacity of:	
9 tonnes or less	Ph 3
9 tonnes and over but under 10 tonnes	Ph 3
10 tonnes and over but under 11 tonnes	Ph 3

11 tonnes and over but under 12 tonnes	Ph 3
12 tonnes and over but under 13 tonnes	Ph 3
13 tonnes and over but under 14 tonnes	Ph 3
14 tonnes and over but under 15 tonnes	Ph 3
15 tonnes and over but under 16 tonnes	Ph 3
16 tonnes and over but under 17 tonnes	Ph 3
17 tonnes and over but under 18 tonnes	Ph 3
18 tonnes and over but under 19 tonnes	Ph 3
19 tonnes and over but under 20 tonnes	Ph 3
20 tonnes and over but under 21 tonnes	Ph 4
21 tonnes and over but under 22 tonnes	Ph 4
22 tonnes and over but under 23 tonnes	Ph 4

**Old designation**

**Physical level**

23 tonnes and over but under 24 tonnes	Ph 4
24 tonnes and over but under 25 tonnes	Ph 4
25 tonnes and over but under 26 tonnes	Ph 4
26 tonnes and over but under 27 tonnes	Ph 4
27 tonnes and over but under 28 tonnes	Ph 4
28 tonnes and over but under 29 tonnes	Ph 4
29 tonnes and over but under 30 tonnes	Ph 4
30 tonnes and over but under 31 tonnes	Ph 4
31 tonnes and over but under 32 tonnes	Ph 4
32 tonnes and over but under 33 tonnes	Ph 4
33 tonnes and over	Ph 4

Employee driving double-articulated vehicle having carrying capacity of:

Under 11 tonnes	Ph 3
11 tonnes and over but under 12 tonnes	Ph 3
12 tonnes and over but under 13 tonnes	Ph 3
13 tonnes and over but under 14 tonnes	Ph 3
14 tonnes and over but under 15 tonnes	Ph 3
15 tonnes and over but under 16 tonnes	Ph 3
16 tonnes and over but under 17 tonnes	Ph 4
17 tonnes and over but under 18 tonnes	Ph 4
18 tonnes and over but under 19 tonnes	Ph 4
19 tonnes and over but under 20 tonnes	Ph 4
20 tonnes and over but under 21 tonnes	Ph 4
21 tonnes and over but under 22 tonnes	Ph 4
22 tonnes and over but under 23 tonnes	Ph 4
23 tonnes and over but under 24 tonnes	Ph 4
24 tonnes and over but under 25 tonnes	Ph 4
25 tonnes and over but under 26 tonnes	Ph 4
26 tonnes and over but under 27 tonnes	Ph 4
27 tonnes and over but under 28 tonnes	Ph 4
28 tonnes and over but under 29 tonnes	Ph 4
29 tonnes and over but under 30 tonnes	Ph 4
30 tonnes and over but under 31 tonnes	Ph 4
31 tonnes and over but under 32 tonnes	Ph 4
32 tonnes and over but under 33 tonnes	Ph 4
33 tonnes and over but under 34 tonnes	Ph 4
34 tonnes and over but under 35 tonnes	Ph 4
35 tonnes and over but under 36 tonnes	Ph 4
36 tonnes and over but under 37 tonnes	Ph 4
37 tonnes and over but under 38 tonnes	Ph 4
38 tonnes and over but under 39 tonnes	Ph 4

39 tonnes and over but under 40 tonnes	Ph 4
40 tonnes and over	Ph 4
Driver of machinery float with carrying capacity of:	
9 tonnes or less	Ph 3
9 tonnes and over but under 10 tonnes	Ph 3
10 tonnes and over but under 11 tonnes	Ph 3

#### **Old designation**

#### **Physical level**

11 tonnes and over but under 12 tonnes	Ph 3
12 tonnes and over but under 13 tonnes	Ph 3
13 tonnes and over but under 14 tonnes	Ph 3
14 tonnes and over but under 15 tonnes	Ph 3
15 tonnes and over but under 16 tonnes	Ph 3
16 tonnes and over but under 17 tonnes	Ph 3
17 tonnes and over but under 18 tonnes	Ph 3
18 tonnes and over but under 19 tonnes	Ph 3
19 tonnes and over but under 20 tonnes	Ph 3
20 tonnes and over but under 21 tonnes	Ph 3
21 tonnes and over but under 22 tonnes	Ph 4
22 tonnes and over but under 23 tonnes	Ph 4
23 tonnes and over but under 24 tonnes	Ph 4
24 tonnes and over but under 25 tonnes	Ph 4
25 tonnes and over but under 26 tonnes	Ph 4
26 tonnes and over but under 27 tonnes	Ph 4
27 tonnes and over but under 28 tonnes	Ph 4
28 tonnes and over but under 29 tonnes	Ph 4
29 tonnes and over but under 30 tonnes	Ph 4
30 tonnes and over but under 31 tonnes	Ph 4
31 tonnes and over but under 32 tonnes	Ph 4
32 tonnes and over but under 33 tonnes	Ph 4
33 tonnes and over	Ph 4
Driver of oil tractor (excluding earthmoving equipment)	Ph 2
Yardman/transport depot attendant	Ph 2

## **9. Work Level Standards - Transport**

### **9.1 Physical Grade Level 1**

- (a) A person at this level shall be a new Employee without previous experience in the range of duties pertaining to the occupation. The Employee shall perform a range of duties whilst undergoing training and:
- (i) works under direct supervision either individually or in a team environment using established routines, methods and procedures;
  - (ii) exercises minimal judgement in deciding how tasks are to be performed.
- (b) This level shall be used for training for Employees being graded to level 2 and level 3 positions.
- (c) An Employee appointed to a level 2 position, without previous experience in the range of duties pertaining to the occupation, shall be paid at the rate of the first salary point of level 1 for a period of six months continuous service and then at the rate of the second salary point of level 1 for the second six months. Upon

completion of this twelve monthly period they shall be paid at the rate of the first salary point of level 2.

- (d) An Employee appointed to a level 3 position, without previous experience in the range of duties pertaining to the occupation, shall be paid at the rate of the third salary point of level 1 for a period of six months continuous service and then at the rate of the fourth salary point of level 1 for the second six months. Upon completion of this twelve monthly period they shall be paid at the rate of the first salary point of level 3.

## 9.2 Physical Grade Level 2

- (a) A person at this level:

- (i) works either individually or in a team environment under general supervision;
- (ii) performs a variety of manual tasks and/or operates plant, equipment and vehicles requiring more than a basic level of skill;
- (iii) exercises judgement in deciding how tasks are to be performed;
- (iv) exercises good communication and interpersonal skills where routine client liaison applies;
- (v) may be expected to assist in the familiarisation of other staff with the typical duties required of their position.

- (b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

- (c) Typical duties

In addition to duties performed at Level 1:

- (i) licensed operation of vehicles/machinery e.g:
  - A. drive vehicles to transport passengers (less than 30 persons) and/or deliver messages;
  - B. drive a rigid vehicle with a carrying capacity less than or equal to 8 tonnes; and
  - C. operate a forklift.
- (ii) perform minor servicing of vehicles and equipment, e.g. maintain vehicle oil and coolant levels;
- (iii) maintain worksheets and logbooks detailing vehicle movements;
- (iv) stow and secure loads;

- (v) operate basic machinery/equipment, e.g:
    - A. drive vehicles between various locations;
    - B. operate air driven equipment to refit tyres and tubes for vehicles and plant; and
    - C. use manually powered mechanical aids, e.g. trolleys, jacks.
  - (vi) read instruments or gauges which require no adjustment or calculation for their operation;
  - (vii) operate a two-way radio;
  - (viii) clean vehicles and operate fuel dispensers;
  - (ix) maintain simple records;
  - (x) maintain work area in a clean and safe condition.
- (d) Training
- Advancement to a higher level will be subject to:
- (i) satisfactory completion of training/competency assessment developed for each stream which is still to be determined;
  - (ii) the normal merit-based promotion processes; and,
  - (iii) a vacant job being available.

### 9.3 Physical Grade Level 3

- (a) In addition to peripheral duties normally performed at lower levels, a person at this level:
    - (i) operates vehicles requiring skills obtained through considerable training and experience;
    - (ii) exercises judgement in deciding how tasks are to be performed;
    - (iii) exercises good communication and interpersonal skills;
    - (iv) oversees the work of persons undergoing the on-the-job component of their training.
  - (b) Qualifications/training
- Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(c) Typical duties

- (i) licensed operation of vehicles/machinery, e.g:
  - A. operate vehicles to transport passengers (greater than 30 persons);
  - B. drive a rigid vehicle with a carrying capacity in excess of 8 tonnes;
  - C. drive an articulated vehicle with a carrying capacity less than or equal to 20 tonnes;
  - D. drive a double articulated vehicle with a carrying capacity less than or equal to 16 tonnes;
  - E. drive a machinery float with a carrying capacity less than or equal to 16 tonnes.
- (ii) under limited supervision, operate articulated public transit vehicles ensuring safe carriage of members of the public.
- (iii) receive money for fares;
- (iv) provide route information to the public;
- (v) undertake servicing and minor repairs of vehicles and equipment.

9.4 Training

Advancement to a higher level will be subject to:

- (a) satisfactory completion of training/competency assessment developed for each stream which is still to be determined;
- (b) the normal merit-based promotion processes; and
- (c) a vacant job being available.

9.5 Physical Grade Level 4

- (a) A person at this level:
  - (i) under general supervision, operates vehicles/equipment requiring a high level of operational skill;
  - (ii) exercises independent judgement in deciding how tasks are to be performed and have authority to adapt work methods in dealing with non-standard problems;
  - (iii) applies quality control techniques to their work and the work of other staff;
  - (iv) exercises good communication and interpersonal skills.

(b) Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level.

(c) Typical duties

- (i) licensed operation of vehicles/machinery requiring a high level of operational skill, e.g.
  - A. drive an articulated vehicle with a carrying capacity in excess of 20 tonnes;
  - B. drive a double articulated vehicle with a carrying capacity in excess of 16 tonnes; and
  - C. drive a machinery float with a carrying capacity in excess of 16 tonnes.
- (ii) exercise independent judgement in deciding how tasks are to be performed and have authority to adapt work methods in dealing with non-standard problems;
- (iii) apply quality control techniques to their work and the work of other staff;
- (iv) exercise good communication and interpersonal skills.

(d) Training

Advancement to a higher level will be subject to:

- (i) satisfactory completion of training/competency assessment developed for each stream which is still to be determined;
- (ii) the normal merit-based promotion processes; and
- (iii) a vacant job being available.

# Schedule 8 – Drafting Supervisory Technical and Other Employee Provisions

## 1. Application

1.1 The provisions of this Schedule apply to Employees who are members of, or are eligible to become members of, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, and who are employed in any of the following classifications:

- (a) Technical 1 to Technical 6;
- (b) Physical 7 to Physical 9; and
- (c) Professional 1 to Professional 4..

## 2. Junior and Trainee Rates of Pay

2.1 Junior technical Employees:

- (a) Technical Employees who are less than 21 years of age shall be paid in accordance with the table below, at the percentage applicable to their age.
- (b) Such percentage shall be calculated on the “on commencement” adult salary payable for the classification/designation.

<b>Age of Employee</b>	<b>PERCENTAGE OF SALARY</b>
	<i>%</i>
under 17 years	50
at 17 years	60
at 18 years	70
at 19 years	81
at 20 years	91

2.2 Trainee technical Employees

(a) Juniors

- (i) Trainee technical Employees who are less than 21 years of age shall be paid in accordance with the table below, at the percentage applicable to their age.
- (ii) Such percentage shall be calculated on the service increments of an adult Trainee technical officer.

<b>Age of Employee</b>	<b>Percentage of salary %</b>
under 18 years	60
at 18 years	70
at 19 years	81
at 20 years	91

(b) Adults

- (i) An adult Trainee technical officer shall be paid in accordance with the table below.

- (ii) Such percentage shall be calculated on the “on commencement” adult salary payable to Technical level 2 Employees.

<b>Years of training</b>	<b>Percentage of salary %</b>
1st	87
2nd	91
3rd	96

### **3. Hours of Duty and Overtime - Other Than Shift Workers**

- 3.1 The ordinary hours of duty shall be 36.75 per week, namely 6.75 hours per day Monday to Friday from 9.00 a.m. to 4.45 p.m., and three hours on Saturday from 9.00 a.m. to 12.00 noon, or such other commencing or finishing times (within the limits of 6.00 a.m. and 6.00 p.m. Monday to Friday and 7.30 a.m. and 1.00 p.m. on Saturday) as may be determined by the Commissioner.
- 3.2 Any Employee shall be liable to be called for duty any time that he or she is required, subject to payments for overtime under the conditions set out in this clause.
- 3.3 In the case of an Employee whose ordinary hours of duty are confined to five days of the week under the provisions of clause 6 (Hours of Work) of Schedule 1 (Northern Territory Public Sector (General Conditions of Service) Provisions), overtime shall be payable:
- (a) for duty performed before 6.00 a.m. and/or after 6.00 p.m. Monday to Friday;
  - (b) for duty performed before 6.00 a.m. and the normal commencing time on any day, Monday to Friday, where the Employee performs duty prior to 6.00 a.m. and also completes a normal day's duty on that day;
  - (c) for duty performed before 6.00 a.m. and 6.00 p.m. after the completion by the Employee of a normal day's duty on any day, Monday to Friday, where the Employee performs duty after 6.00 p.m. on that day;
  - (d) for duty (other than duty specified in paragraphs (b) and (c)) performed in excess of 38 hours per week within the limits of 6.00 a.m. and 6.00 p.m. Monday to Friday;
  - (e) for duty performed on Saturday other than performed in accordance with the conditions specified in the proviso to clause 6 (Hours of Work) of 0 (Northern Territory Public Sector (General Conditions of Service) Provisions).
- 3.4 In the case of an Employee whose ordinary hours of duty are performed on six days of the week, overtime shall be payable:
- (a) for duty performed before 6.00 a.m. and/or after 6.00 p.m., Monday to Friday, and/or before 7.30 a.m. and/or after 1.00 p.m. on Saturday;
  - (b) for duty performed before 6.00 a.m. and the normal commencing time on any day, Monday to Friday, where the Employee performs duty prior to 6.00 a.m. and also completes a normal day's duty on that day;
  - (c) for duty performed before 6.00 a.m. and 6.00 p.m. after the completion by the Employee of a normal day's duty on any day, Monday to Friday, where the Employee performs duty after 6.00 p.m. on that day;

- (d) for duty performed before 6.00 a.m. and the normal commencing time on Saturday where the Employee performs duty prior to 6.00 a.m. and also completes a normal day's duty on that day;
- (e) for duty performed before 6.00 a.m. and 1.00 p.m. after the completion by the Employee of a normal day's duty on Saturday where the Employee performs duty on that day;
- (f) for duty (other than duty specified in paragraphs (b) to (e)) performed in excess of 38 hours per week within the limits of 6.00 a.m. and 6.00 p.m., Monday to Friday, and 7.30 a.m. and 1.00 p.m. on Saturday.

3.5 Payments shall be made at the rate of time and a half for overtime worked Monday to Friday, and at the rate of time and a half for the first three hours and double time thereafter for overtime worked on Saturday subject to the conditions prescribed in sub-clause 6.6 of Schedule 1 (Northern Territory Public Sector (General Conditions of Service) Provisions. For the purpose of sub-clause 6.1 of Schedule 1 the prescribed weekly hours before overtime is payable shall be 38.

3.6 The provisions of this clause relating to overtime payment shall apply only to Employees whose hours of duty conform to those prescribed in sub-clause 4.1 or the equivalent as worked in a five day week pursuant to clause 6 (Hours of Work) of Schedule 10.

3.7 Notwithstanding the provisions of this clause the hours of duty may be fixed at 38 per week by the Commissioner.

3.8 Where the hours of duty are fixed at 38 by the Commissioner, they shall be 38 per week or an average of 38 per week over a cycle of four weeks to be worked in one of the following cycles:

- (a) 38 hours with a work cycle not exceeding seven consecutive days; or
- (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

3.9 In the case of field based Employees, that is Employees who work from isolated localities throughout the Northern Territory, up to three programmed days off may be accumulated. For these Employees the average of 38 ordinary hours may be achieved over a period which exceeds 28 consecutive days.

3.10 In the case of Employees whose hours of duty are fixed at 38 per week, for any time of duty beyond the normal rostered hours of duty, of any day, payment shall be made for overtime at the rate of time and a half for the first three hours and double time thereafter, provided that payments for overtime shall be subject to the provisions of 7 (Overtime) of Schedule 10.

## **4. Shift Work-averaging arrangement**

4.1 The ordinary hours of shiftwork shall not exceed an average 38 per week and shall not exceed 152 hours in 28 consecutive days.

4.2 In the case of field based Employees that is Employees who work from isolated localities throughout the Northern Territory, up to three programmed days off may be accumulated. For

these Employees the average of 38 ordinary hours may be achieved over a period which exceeds 28 consecutive days.

- 4.3 Where the ordinary hours of duty determined for shift workers are not less than 36.75 per week nor more than 38 per week, or an average of at least 36.75 per week but not more than 38 per week over a cycle of shifts, overtime shall be payable for all duty performed in excess of 38 hours per week or an average of 38 per week, as the case may be, under clause 7 (Overtime) of Schedule 1.

## **5. General Conditions Of Service**

Employees shall be subject to the provisions of the following clauses of Schedule 1 (Northern Territory Public Sector (General Conditions of Service) Provisions):

- 4. Increments
- 5. Allowances
  - 5.1 Higher duties allowance
  - 5.2 Accidents and related payments
  - 5.3 Meal allowance
  - 5.4 Northern Territory allowance
  - 5.5 Leave airfare allowances
  - 5.8 Excess travelling time
- 6.3 Five day working week
- 6.6 Payment for Saturday duty -other than shift workers
- 6.7 Payment for Sunday duty - other than shift workers
- 6.8 Payment for public holiday duty - other than shift workers
- 8 Emergency duty
- 9. Restriction duty
- 10. Shift work
- 10.5 Payment rates
- 12. Public holidays

## **6. Technical Designations**

### **6.1 Technical Level 1**

- (a) Drafting Assistant Grade 1
- (b) Drafting Assistant Grade 2
- (c) Graphic Design Assistant Grade 1
- (d) Graphic Design Assistant Grade 2
- (e) Technical Assistant Grade 1
- (f) Technical Assistant Grade 2

### **6.2 Technical Level 2**

- (a) Draftsperson Grade 1
- (b) Building Supervisor Grade 1
- (c) Graphic Designer Grade 1
- (d) Medical Engineering Technician
- (e) Technical Officer Grade 1
- (f) Technical Officer (Science) Grade 1
- (g) Trades Repairs Officer

6.3 Technical Level 3

- (a) Draftsperson Grade 2
- (b) Senior Draftsperson
- (c) Building Inspector
- (d) Senior Building Inspector
- (e) Building Supervisor Grade 2
- (f) Building Supervisor Grade 3
- (g) Graphic Designer Grade 2
- (h) Graphic Designer Grade 3
- (i) Maintenance Officer
- (j) Senior Medical Engineering Technician
- (k) Plant Inspector
- (l) Senior Plant Inspector
- (m) Plumbing Inspector
- (n) Senior Plumbing Inspector
- (o) Technical Officer Grade 2
- (p) Senior Technical Officer Grade 1
- (q) Technical Officer (Science) Grade 2
- (r) Senior Technical Officer (Science) Grade 1
- (s) Works Supervisor
- (t) Senior Works Supervisor
- (u) Workshop Supervisor (Mechanical Aids) Grade 1
- (v) Workshop Supervisor (Mechanical Aids) Grade 2

6.4 Technical Level 4

- (a) Supervising Draftsperson
- (b) Building Supervisor Grade 4
- (c) Building Supervisor Grade 5
- (d) Senior Technical Officer Grade 2
- (e) Senior Technical Officer (Science) Grade 1
- (f)

6.5 Technical Level 5

- (a) Chief Draftsperson Grade 1
- (b) Senior Technical Officer Grade 3
- (c) Principal Technical Officer Grade 1
- (d) Principal Technical Officer Grade 2
- (e) Chief Technical Officer Grade 1
- (f) Chief Technical Officer Grade 2

6.6 Technical Level 6

- (a) Chief Draftsperson Grade 2
- (b) Chief Draftsperson Grade 3
- (c) Chief Technical Officer Grade 3

## 7. Physical Designations

7.1 Physical Level 7

Foreperson (Metal Trades) Grade D

7.2 Physical Level 8

- (a) Foreperson Mechanical (Motor Repairs) Grade 1
- (b) Foreperson Mechanical (Motor Repairs) Grade 2
- (c) Foreperson (Metal Trades) Grade C

7.3 Physical Level 9

- (a) Foreperson (Metal Trades) Grade B
- (b) Foreperson (Metal Trades) Grade A

## 8. Professional Designations

8.1 Professional Level 1

- (a) Architect Class 1
- (b) Engineer Class 1
- (c) Land Surveyor Class 1
- (d) Land Surveyor Class 2
- (e) Quantity Surveyor Class 1

8.2 Professional Level 2

- (a) Architect Class 2
- (b) Architect Class 3
- (c) Engineer Class 2
- (d) Engineer Class 3
- (e) Land Surveyor Class 1
- (f) Land Surveyor Class 2
- (g) Quantity Surveyor Class 2
- (h) Quantity Surveyor Class 3

8.3 Professional Level 3

- (a) Architect Class 4
- (b) Engineer Class 4
- (c) Land Surveyor Class 3
- (d) Quantity Surveyor Class 4

8.4 Professional Level 4

- (a) Architect Class 5
- (b) Engineer Class 5

# Schedule 9 – Government Printing Office (Northern Territory Public Sector) Provisions

## 1. Application

1.1 The provisions of this Schedule apply to Employees who are members of, or are eligible to become members of, the Automotive, Food, Metals, Engineering, Printing, and Kindred Industries Union, and who are employed with the Northern Territory Department of Business and Employment Government Printing Office in the following designations:

- (a) Trainee / Apprentice in accordance with clause 3;
- (b) Printing Worker 1 to 3; and
- (c) Technical 1 – to Technical 6.

## 2. Payment Of Wages

2.1 Payment of wages shall be made fortnightly by electronic fund transfer, provided the wages made by electronic fund transfer shall be credited to an Employee's account without cost to the Employee at the time of transfer.

2.2 An Employee shall nominate an account into which wages can be electronically transferred.

2.3 Where payment by electronic funds transfer is not available to an Employee on pay day, arrangements where practicable may be made for payment on that day in cash or cheque.

## 3. Trainee and Apprentice Rates Of Pay

3.1 Trainee/Apprentice-juniors

Trainee/Apprentices will be paid the appropriate percentage of the base rate prescribed for a Physical 5 trades person:

	%
First year	47.5
Second year	60.0
Third year	72.5
Fourth year	87.5

3.2 Adult trainee/apprentice

An adult trainee/apprentice 21 years of age and over and any trainee/apprentice who maintains dependants shall be paid not less than 70% of the base rate of the Physical 5.

3.3 Juniors (Not including trainee/apprentice)

Under 18 years of age	60% of Physical 3
18 years of age	70% of Physical 3
19 years of age	81% of Physical 3
20 years of age	91% of Physical 3

## **4. Printing Worker – Conditions of Advancement**

- 4.1 For the purposes of this clause, ‘appropriate competencies’ shall mean a competency as determined by the Chief Printing Officer of the Government Printing Office.
- 4.2 A person employed as a Printing Worker 1, shall not be appointed, transferred or promoted above the third salary point of a Technical Level 1, unless they have completed the appropriate competencies.
- 4.3 A person employed as a Printing Worker 2, shall not be appointed, transferred or promoted above the sixth salary point of a Technical Level 1, unless they have completed the appropriate competencies.
- 4.4 A person employed as a Printing Worker 3, shall not be appointed, transferred or promoted above the ninth salary point of a Technical Level 1, unless they have completed the appropriate competencies.
- 4.5 Should the Technical Level 1 salary structure be varied, the salary to be paid to the Printing Worker Classifications will be adjusted accordingly.

## **5. Trainees/Apprentices**

The provisions of relevant Northern Territory legislation and associated regulations shall be observed in respect of the employment and training of trainees/apprentices employed in the N.T. Government Printing Office.

## **6. Protective and Industrial Clothing**

Where the Employer requires an Employee to wear protective and/or industrial clothing, the Employer must reimburse the Employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective or industrial clothing is provided by the Employer.

## **7. Hours of Work**

- 7.1 The ordinary hours of work shall be an average of 38 hours per week to be worked on the basis of 152 hours within a work cycle not exceeding 28 consecutive days.
- 7.2 The ordinary hours of work prescribed herein may be worked on any one day or all of the days of the week, Monday to Friday, provided that should it be necessary to require the attendance in rotation of Employees on a Saturday during the hours they would normally have been required to work but for this clause, they shall be allowed time off, in the following week if practicable, equivalent to the time of such attendance.
- 7.3 The ordinary hours of work prescribed herein may be worked between 7.30 a.m. and 4.30 p.m. and shall be worked continuously each day except for a meal break, provided that the spread of hours may be altered with the agreement of the majority of the Employees in the Government Printing Office or a section of a department as the case may be, to be worked within the period 7.00 a.m. to 7.00 p.m. Such arrangement will be notified to the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union in writing prior to the commencement of such shift(s).
- 7.4 The meal break referred to in sub-clause 7.3 shall be taken, commencing no earlier than 11.30 a.m. and finishing no later than 2.00 p.m., providing always that the amount of time to be

observed by each Employee as a meal break between these times shall be not less than 30 minutes and not more than 60 minutes.

- 7.5 An Employee's starting and finishing time shall not be altered without reasonable notice unless the Government Printer and the Employee/s agree.
- 7.6 The 38-hour week shall be worked by fixing one weekday on which a group of Employees will be off during a particular work cycle. In the circumstances of the Government Printing Office, this method shall be in the form of a nineteen day month. Notwithstanding the above, some other method of scheduling RDO's may be agreed between the Employee and the Employer.
- 7.7 Except as provided in sub-clause 7.6, in cases where, by virtue of the arrangement of his/her ordinary working hours, an Employee, in accordance with this clause, is entitled to a day off during his/her work cycle, such Employee shall be advised by the Employer at least four weeks in advance of the weekday he/she is to take off.
- 7.8 Substitute days off
- (a) The Employer with the agreement of the Employee's representative, may substitute the day an Employee is to take off in accordance with 7.6, for another day in the case of breakdown in machinery or a failure of electric power or to meet the requirements of the business in the event of rush orders or some other emergency.
  - (b) An individual Employee, with the agreement of his/her Employer, may substitute the day he/she is to take off for another day.
- 7.9 The salary of Employees shall be paid according to the weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week. Reasonable hrs of work
- 7.10 An Employee who has not taken the day off due to him/her during the work cycle in which his/her employment is terminated, shall have included in his/her salary entitlement on termination an amount representing the total credits accrued during the work cycle in which termination takes effect.
- 7.11 Rostered days off may be banked by agreement but must be taken within 90 days.
- 7.12 Where the Employee has taken a day off during the work cycle in which his/her employment is terminated, the salaries payment due to the Employee on termination shall be reduced by an amount representing the total credits which have not accrued during the work cycle.

# Schedule 10 – Northern Territory Public Sector Redeployment and Redundancy Provisions

## PART A - Redeployment and Redundancy Entitlements

### 1. Definitions

For the purposes of these provisions:

- (a) “Potentially surplus employee” means:
  - (i) An employee who is in a class comprising a greater number of employees than is necessary for the efficient and economical working of the agency; or
  - (ii) An employee whose services cannot be effectively used because of technological or other changes in the work methods of the agency, or changes in the nature, extent or organisation of the functions of the agency.
- (b) “Suitable employment” means employment agreed to be suitable by the Commissioner or the CEO of the Agency, and where requested by the employee, the relevant union, having regard to an employee’s:
  - (i) skills/qualifications profile;
  - (ii) background and experience;
  - (iii) designation level;
  - (iv) salary level (the inclusion of allowances or loadings as salary, other than temporary promotion allowance, is at the discretion of the Commissioner);
  - (v) expressed desires in respect of alternative employment;
  - (vi) retraining requirements; and
  - (vii) current work location.
- (c) “Service” means a period of continuous service with the NTPS, which includes service as a compulsory transferee as defined in accordance with By-Law 45(1) of the PSEM Act.

**Note:** An employee who is classified as a voluntary transferee and becomes or is likely to become redundant from the date of effect of this Agreement will for all purposes of redeployment and redundancy, have their previous continuous service with the Commonwealth Government recognised. A voluntary transferee is an employee who was on leave without pay under the former Australian Public Service Regulation 61Q prior to 1 October 1987 to work for the NT Public Service, having prior continuous service with the Commonwealth Government.

- (d) “Union” means a trade union as defined in the *FW Act* and which is a party to this Agreement.

## **2. Finding of Other Employment**

- 2.1 The CEO and the Commissioner must make every endeavour to place a potentially surplus employee in other suitable employment or arrange training for such employment.
- 2.2 In addition to any other action the CEO and/or Commissioner may have taken in the period before notice is given in accordance with clauses 3 or 5, the CEO and Commissioner will, during all such period of notice, make every endeavour to place the employee in other suitable alternative employment or arrange training for such alternative employment.

## **3. Notice of Redundancy**

- 3.1 Where the Commissioner decides that redeployment of any potentially surplus employee is not feasible:

- (a) An employee is entitled to 6 months formal notice that he or she is surplus to the requirements of the service; or
- (b) where an employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 12 months formal notice that he or she is surplus to the requirements of the service.

- 3.2 A surplus employee cannot be given notice under this clause if:

- (a) he or she has not been invited to elect for retrenchment in accordance with clause 4; or
- (b) the employee has made an election for retrenchment and the Commissioner has refused to approve it.

## **3.3 Consulting Relevant Unions and Employee Representatives**

- (a) Where it appears to the Employer that a potentially surplus situation or a situation of redundancy has occurred or is likely to occur affecting members of the Union the Employer must:
  - (i) immediately advise the Union to this effect and immediately provide all details required by paragraph (c) below; and
  - (ii) arrange discussions with officers of the Union.
- (b) Where it appears to the Employer that a potentially surplus situation has occurred or a redundancy situation has or is likely to occur, affecting persons who are eligible to be members of the Union, the Employer:
  - (i) is not required to notify any details to the Union in respect of Employees holding a designation with a salary level equivalent to or above that of Executive Officer Level 1, unless the Employee concerned requests that the Union be notified;

- (ii) must immediately provide details to the Union in respect of Employees holding a designation with a salary level below that of Executive Officer Level 1.
- (c) In accordance with Section 41(2) of the PSEM Act the CEO of an Agency will notify the Union of an Employee being potentially surplus to its requirements, and in addition provide the following:
  - (i) For a Union member holding a classification below the salary level of Executive Officer 1 all supplementary information details in accordance with Section 1.3 of Part B of Schedule 10 of this Agreement;
  - (ii) For an Employee who is not a member of the Union but would be eligible to become a member of the Union, and who holds a classification carrying a salary level below that of Executive Officer 1, all supplementary information details in accordance with Section 1.3(f) to (i) of Part B of Schedule 10 of this Agreement; and
  - (iii) For an Employee who holds a classification carrying a salary level equivalent to or above that of Executive Officer 1, all supplementary information details in accordance with Section 1.3 of Part B of Schedule 10 of this Agreement, only if the Employee so requests, irrespective of the Employee being a member of the Union.
- (d) The advice to the Union will be provided at the same time as the Employee is advised under Section 1.1 of Part B of Schedule 10 of this Agreement.

### 3.4 Application of Inability etc

The Employer agrees that, where an individual employee has requested, the Employer will involve the Union in the discussion referred to in Section 7 of Part B of Schedule 10 of this Agreement.

## 4. Voluntary Retrenchment

- 4.1 Where an employee is unable to be placed in other suitable employment or retrained, the employee may be invited to volunteer retrenchment in accordance with this clause, subject to the Redeployment Procedures.
- 4.2 Where the Commissioner approves an election for retrenchment under this clause, the period of notice is 4 weeks subject to sub-clause 4.3. The period of notice for an employee over the age of 45 years is 5 weeks.
- 4.3 The employee may be retrenched at any time within the period of notice under sub-clause 4.2 where:
  - (a) the Commissioner so directs or the employee so requests; and
  - (b) the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.
- 4.4 An employee retrenched in accordance with this clause is entitled to be paid a sum equal to 2 weeks salary including, where applicable, Northern Territory allowance:
  - (a) for each completed year of continuous service; and

- (b) a pro rata payment for the months of continuous service completed since the last year of continuous service,

provided that the minimum payable under this subclause is 4 weeks salary and the maximum is 48 weeks salary.

4.5 For the purpose of calculating payment under clause 4.4:

- (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 he or she is a surplus employee, the salary level is the employee's salary in their higher designation at the date of notification;
- (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";
- (c) the inclusion of other allowances which are in the nature of salary shall be at the discretion of the Commissioner.

4.6 All recreation leave, long service leave and leave loading entitlements, including pro rata entitlements, must be paid in full.

4.7 An employee is entitled to all reasonable removal and relocation expenses. This entitlement should be used within 90 days after the date of retrenchment unless otherwise approved by the Commissioner.

4.8 An employee is entitled to the use of or payment equivalent to 1 accrued airfare entitlement for the employee and his or her recognised dependents. This entitlement is in lieu of removal and relocation expenses in sub-clause 4.7,

4.9 The airfare entitlement referred to in sub-clause 4.8 must be used within 90 days after the date of retrenchment, unless otherwise approved by the Commissioner.

## **5. Notice of Transfer or Termination of Employment**

5.1 An employee must be given 4 weeks formal notice that he or she shall be transferred to a lower salary or employment shall be terminated when:

- (a) the relevant period of notice in clause 3 has expired and the employee cannot be placed in other suitable employment;
- (b) the relevant period of notice in clause 3 has expired and the training for alternative employment cannot be arranged.

5.2 An employee over the age of 45 years is entitled to 5 weeks formal notice that he or she shall be transferred to a lower salary or shall be terminated from employment.

## **6. Leave and Expenses to Seek Employment**

For the purpose of attending employment interviews, an employee who has received notice in accordance with clauses 3 or 5 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.

## **7. Election to Terminate Employment or be Transferred**

- 7.1 With the approval of the Commissioner, an employee who has received notice in accordance with clauses 3 or 5 may elect to terminate employment or be transferred before the expiry date of the notice period. The date elected then becomes the date of termination of employment or transfer.
- 7.2 Where the Commissioner approves an election to terminate employment, the employee shall be entitled to receive payment in lieu of salary for the unexpired portion of the notice period. This payment includes Northern Territory Allowance where it is applicable.
- 7.3 An employee who has declined an invitation to volunteer retrenchment prior to clauses 3 and 5 being invoked, is not entitled to receive a greater payment under subclause 7.2 than the employee would have been entitled to receive had he or she elected to be voluntarily retrenched.

## **8. Provision of Income Maintenance**

An employee shall be able to receive maintenance of income payments in accordance with clauses 9, 10 and 11 where his or her employment is terminated or where he or she has been transferred to a lower designation and salary.

## **9. Calculation of Income Maintenance Payments**

- 9.1 Income maintenance payments are calculated as follows:
  - (a) where an employee is unemployed, an amount equivalent to his or her salary level at the date of termination of employment less the amount, if any, of unemployment benefits;
  - (b) where an employee obtains employment, the amount, if any, necessary to bring his or her salary at the lower level up to the salary level at the date of the transfer or termination of employment.
- 9.2 Where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date which he or she received notice under clause 3, the employee's salary, for the purposes of this clause, is that received at the higher designation at the date of receiving notice.
- 9.3 The inclusion of allowances or loadings as salary, other than temporary promotion allowance, is at the discretion of the Commissioner.
- 9.4 The appeal procedure prescribed by clause 15 is available to settle disputes under this clause.

## **10. Retention of Employee during Notice Periods**

An employee is entitled to be retained as an employee for the notice periods referred to in clauses 3 and 5 provided that where his or her employment is terminated during either of the notice periods pursuant to clause 7, he or she is entitled to receive maintenance of income

payments, if any, for the balance of the relevant notice period; and if the employee's circumstances so require.

## **11. Refusal of Suitable Employment or Training**

Where an employee becomes unemployed, he or she shall not be eligible to receive maintenance of income payments if they refuse offers of suitable employment or suitable training.

## **12. Moving Household**

An employee is entitled to all reasonable expenses associated with moving his or her household to a new location if, in the opinion of the Commissioner, the transfer is necessary to enable the employee to take up alternative employment.

## **13. Use of Accumulated Personal Leave**

13.1 The periods of notice under clauses 3 and 5 shall be extended by any periods of certificated personal leave taken during such periods.

13.2 An employee who, at the date of termination or transfer, has accumulated personal leave credits is entitled to receive maintenance of income payments in respect of loss of income through sickness until such time as those accumulated personal leave credits have been exhausted, provided that:

- (a) the rate of payment shall be as set out in clause 9;
- (b) the entitlement to maintenance of income payments under this sub-clause:
  - (i) shall not exceed six months leave credits;
  - (ii) shall not apply to uncertificated absences;
- (c) the period for which maintenance of income payments are paid under clause 10 shall be extended by the period or periods for which payments are made under this sub-clause;
- (d) access to personal leave credits is available only during the period of income maintenance.

## **14. Compensation for Losses etc**

An employee who is eligible for the payment of maintenance of income is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of his or her transfer or termination of employment which in the opinion of the Commissioner were brought about by the termination of employment or transfer.

## **15. Rights of Appeal**

- 15.1 A surplus employee shall have the right of appeal to the Commissioner against any administrative decision made in relation to his or her eligibility for benefits under these provisions or in relation to the amount of those benefits.
- 15.2 The appeal is to be referred to an independent committee which must report its findings to the Commissioner and provide a recommendation for appropriate action.
- 15.3 This entitlement does not affect the employee's rights under the FW Act.

## **16. Substitution or Other Provisions**

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

## **17. Exemption**

These provisions do not apply to those term or contract employees employed under section 34 of the PSEM Act, unless otherwise agreed between the Commissioner and the relevant union.

## **PART B - Redeployment and Redundancy Procedures**

### **Preamble**

These procedures cover all situations where employees are identified as potentially surplus. Where large numbers of potentially surplus employees require redeployment as a result of major restructuring or major organisational change the Management of Change procedures under this Agreement shall be followed.

The following procedures should be considered in conjunction with Part A - Redeployment and Redundancy Entitlements, Part 6 and Employment Instruction Number 1 of the PSEM Act. These procedures do not apply to an employee who in accordance with section 46 of the PSEM Act, is unable or unfit to perform in his/her normal position or field of work, and requires assistance with redeployment.

## **1. Agency Action – When an Employee is Identified as Being Potentially Surplus**

### **1.1 Advice to the employee**

When the Agency identifies an employee as being potentially surplus to its staffing requirements, the following action must take place:

- (a) The CEO must advise the employee in writing of the following:
  - (i) The employee's potentially surplus status with the Agency, the reason therefore, and include copies of this Schedule.
  - (ii) Whether or not the Agency is likely to permanently place the employee within the next 3-6 months.
  - (iii) A request to arrange an interview date and time at which the employee's status is to be discussed and that a representative, including an accredited union representative, or other support person, may be present, at the request of the employee.
  - (iv) The employee is to acknowledge receipt of notification and a copy is to be placed on the case file.
- (b) A confidential case file must be raised to record redeployment details of the employee.

### **1.2 The Interview**

The Agency shall ensure the interview is conducted by a suitably skilled and experienced employee who, with regard to the redeployee's status, explains and discusses:

- (a) Sections 41, 42 and 43 of the PSEM Act and these procedures.
- (b) Redeployment possibilities including transfer to a lower level and salary maintenance.
- (c) Relocation.
- (d) Retraining.

- (e) Responsibilities/expectations and observations of employee.
- (f) The Commissioner's and the CEO's expectations of the employee in respect of redeployment which includes a commitment to retraining and active job seeking.
- (g) The Agency's and Commissioner's roles and responsibilities.
- (h) Appeal rights.
- (i) Request an up to date copy of CV, and provide assistance with preparation if needed.
- (j) Discuss Career Planning.

### 1.3 Advice to the Commissioner

The Agency must also send a copy of the letter referred to in 1.1 (a) to the Commissioner, with the following employee supplementary information:

- (a) Full name.
- (b) AGS number.
- (c) Date of birth.
- (d) Name of union eligible to become a member of and whether a member at present.
- (e) Work contact telephone number.
- (f) Designation.
- (g) Date of commencement in the NTPS / Australian Public Service.
- (h) Date Compulsory transferred to the NTPS.
- (i) Location current and preferred.

### 1.4 Redeployment and Retraining Action

The Agency shall undertake action set out in Sections 3 and 4 of these procedures during the stages of redeployment and retraining under both sections 41 and 43 of the PSEM Act.

### 1.5 When to Seek Assistance of the Commissioner

- (a) Where the CEO has notified an employee under section 41 of the PSEM Act to be potentially surplus, and after 4 months of unsuccessful attempts at redeployment and retraining, or sooner if a poor prognosis is apparent, the CEO shall formally seek the assistance of the Commissioner in accordance with Section 43 of the PSEM Act, and ensure the following action is taken:
  - (i) Advise the employee in writing of action under section 43 of the PSEM Act.
  - (ii) Include a request to arrange an interview date and time at which the employee's status is to be discussed and advise that a representative,

including an accredited union representative, or other support person, may be present, at the request of the employee..

- (iii) Arrange for a representative of the Commissioner to attend the interview.
- (b) The interview referred to above is to address information outlined under section 1.2 of these procedures.

## **2. Recording and Monitoring by the Commissioner**

2.1 The Commissioner shall cause the following action to take place:

- (a) Where an employee has been notified in accordance with Section 41 of the PSEM Act as being potentially surplus to the requirements of his or her Agency, the Commissioner shall ensure the employee's details are recorded on a central data base for the purpose of maintaining statistical information, and maximising redeployment opportunities and reporting to government.
- (b) Where an employee has been notified in accordance with section 43 the PSEM Act, the Commissioner shall write to the employee acknowledging notification and the request for assistance from his/her Agency. This letter shall also advise the employee of a contact person within the Office of the Commissioner, should the employee have any queries about his/her status. The Commissioner shall enter the employee's reviewed Section 43 status on the database.
- (c) Agency information and recommendations shall be assessed and the CEO shall be advised to take one or more of the following courses of action:
  - (i) Redeployment (refer Section 3).
  - (ii) Retraining (refer Section 4).
  - (iii) Voluntary retrenchment (refer Section 5).
  - (iv) Notice of redundancy (refer Section 6).
  - (v) Further consider career planning.
- (d) Monitor, assess, review and provide advice to the Agency and employee on matters relating to the redeployment process.
- (e) Review and assess all interview reports recommending the non-selection of a redeployee following referral for assessment for a vacancy.

## **3. Redeployment – Agency Actions under the PSEM Act**

3.1 Monitoring Vacancies

- (a) The CEO shall ensure that all permanent vacancies within the NTPS are monitored for redeployment purposes. Monitoring of vacancies should also be extended to redeployees on leave only if the employee concerned has requested to be notified of vacancies and has made appropriate arrangements.

- (b) Temporary vacancies must also be considered if there is a reasonable expectation that the temporary vacancy shall become a permanent vacancy, or could be used for retraining.
- (c) Although formal notification action is not required in respect of temporary vacancies that are less than 6 months duration, they are still required for redeployment purposes and can provide ideal retraining opportunities for redeployees.
- (d) The CEO shall ensure that temporary vacancy notifications are distributed throughout the NTPS.
- (e) All temporary vacancy notices must also be forwarded to the Office of the Commissioner for Public Employment.
- (f) The Agency is required to consider their own potentially surplus employees for permanent vacancies prior to undertaking recruitment action (Section 3.2 refers).
- (g) Media advertising should not occur where placement of a redeployee is likely.

### 3.2 Matching Redeployees Within a Agency to Vacancies

- (a) In identifying a vacancy, the CEO shall consider the Agency's redeployees with the objective of matching the employee and the vacancy in the context of the following points:
  - (i) The employee's skills/qualifications profile.
  - (ii) Care should be taken in checking that an employee's qualifications are relevant to a vacancy especially with regard to vacancies requiring formal qualifications.
  - (iii) The employee's background and experience.
  - (iv) Designation/ classification level.
  - (v) Salary level (the inclusion as salary of allowances or loadings, other than temporary promotion allowance, shall be at the discretion of the Commissioner).
  - (vi) The employee's expressed desires in respect of alternative employment.
  - (vii) Retraining requirements.
  - (viii) The employee's preferred work location.
- (b) Placement of a redeployee in a temporary vacancy especially a short-term vacancy, should not defer any activity in finding the employee a suitable permanent vacancy.

### 3.3 Applications for Vacancies and Redeployees

- (a) The Agency must actively encourage their redeployees to apply for suitable vacancies and monitor the NTPS Employment Opportunities information for this purpose.

- (b) Where a redeployee has directly applied for a vacancy he/she should advise the Agency Case Officer to ensure the Case Officer formally refers the employee for assessment in accordance with Section 3.4 of these procedures.
- (c) A redeployee may, if he/she desires, apply for a vacancy by requesting that their Case Officer forward a copy of their resume under a covering letter from the home Agency.

#### 3.4 Assessment and Selection of Redeployees for an Advertised Vacancy

- (a) The suitability of a redeployee shall be considered in the added context of ability to perform the duties of the vacancy with a reasonable period of training.
- (b) Where more than one redeployee is assessed for a vacancy, selection based on the merit principle shall apply between the redeployees.
- (c) Where a redeployee is being considered for a vacancy outside his/her home Agency, Agencies are to liaise with each other regarding assessment of the employee.
- (d) Redeployment may take place at the employee's substantive level or to a lower level and salary.
- (e) Where a redeployee is transferred to a lower level, the CEO shall:
  - (i) Advise the Commissioner, in accordance with Clause 8 (Provision of Income Maintenance) of Part A of this Attachment, of a request for maintenance of income.
  - (ii) Unless the CEO can substantiate otherwise, maintenance of income shall be assessed for payment for a period of either 6 or 12 months based on the notice period the employee would be eligible for in accordance with Clause 3 of Part A of this Attachment.

#### 3.5 Redeployee Assessed as Suitable

Where a redeployee is assessed as suitable, with or without training, the employee shall be transferred under Part 35 or 43 of the PSEM Act, and the relevant parties advised accordingly. Appropriate consultation with the workplace shall take place to ensure that the work environment is conducive to successful placement. Upon successful placement the employee's case file shall be closed.

#### 3.6 Redeployee Assessed as Unsuitable

- (a) Where an employee is assessed as unsuitable, the Agency that conducted the interview shall:
  - (i) Forward the interview report including copies of the job specification's selection criteria, referee reports and the redeployees application for the vacancy, to the Commissioner for assessment.
  - (ii) Advise the employee that the report has been referred to the Commissioner for assessment.
  - (iii) Provide the employee with a copy of the interview report relating to the employee.

- (b) All recruitment action shall be frozen until the Commissioner has completed the assessment of documentation associated with the interview panel's recommendation. In assessing the interview panel's report the Commissioner may request clarification from persons associated with the interview process.
- (c) The redeployee may request the interview panel to conduct a post interview counselling session.
- (d) If the Commissioner accepts the interview panel's report, the Commissioner shall advise the Agency to proceed with recruitment action.
- (e) If the Commissioner concludes that there has been unfair or unreasonable treatment of the redeployee through the selection processes the Commissioner shall:
  - (i) Instruct the CEO to take appropriate action to resolve the matter.
  - (ii) Advise all relevant parties of the action taken.

### 3.7 Action After 3 Months of Active and Unsuccessful Job Referrals

- (a) The redeployee shall be re-interviewed by the Agency every three months to discuss the following matters (a representative, including an accredited union representative, or other support person, may be present, at the request of the employee):
  - (i) The employee's attitude toward redeployment.
  - (ii) Likelihood of permanent placement within the next 3 to 6 months.
  - (iii) Clarification of the employee's needs, ie. Retraining.
  - (iv) Future options, such as continuation of the redeployment process, voluntary retirement, notice of redundancy.
- (b) The discussion and outcome/action be must be documented and placed on the redeployee's case file.

## 4. Retraining – Agency Action under the PSEM Act

- (a) Where an employee needs additional skills or exposure to new areas of work, a retraining program may be arranged in consultation with the employee to take place over a 3 to 6 month period. Such a retraining program shall be arranged by the home Agency but not necessarily within the employee's home Agency.
- (b) Retraining is generally undertaken in a structured "on-the-job" training program. The redeployee may be placed in an area of work as an additional person or in an actual temporary vacancy.
- (c) If a temporary vacancy is used as a training placement, it is expected that there would be a structured training program applied to the placement for the purpose of assessing the redeployee's performance and ability associated with new skills to be learned.
- (d) The employee's home Agency shall monitor retraining progress. Written progress reports completed by the supervisor of the training placement are to be sent to the

redeployee's home Agency at least once a month. The supervisor, before forwarding the report to the home Agency, should discuss it with the redeployee and give him/her an opportunity to comment and sign the report.

- (e) Where it is considered necessary and reasonable, formal courses of study may be considered for retraining purposes.

## **5. Voluntary Retrenchment**

- 5.1 Where every endeavour has been made to place a potentially surplus employee in other suitable employment or arrange training for such employment, and after assessing all relevant information and the circumstances of the case, and it is considered that the employee is unable to be retrained, the CEO shall arrange for a meeting with the employee (and where requested by the employee, the relevant union), to discuss the option of voluntary retrenchment.
- 5.2 In discussing the option of voluntary retrenchment the provisions of Clause 4 of Part A of Attachment should be addressed.
- 5.3 If all parties agree, the CEO shall request that the Commissioner formally invite the redeployee to elect to be voluntarily retrenched and, where accepted, the employee may be retrenched in accordance with Clause 4 of Part A of this Attachment.
- 5.4 It should be made clear to the employee that only the Commissioner can formally invite an employee to be voluntary retrenched.

## **6. Notice of Redundancy**

- 6.1 Clause 3 of Part A of this Attachment shall not be formally invoked unless prior advice is given to the employee (and where requested by the employee, the relevant union), in a meeting which shall be arranged by the Commissioner.
- 6.2 The process is outlined in Clauses 3 and 4 of Part A of this Attachment. Clause 4 of Part A of this Attachment shall not apply where Clauses 3 or 5 have been invoked.
- 6.3 Some features of the notice process are outlined below:
  - (a) During all periods of notice, the redeployment process and retraining, if necessary, shall continue as outlined in sections 3 and 4 of these Procedures.
  - (b) Normal entitlements shall continue to accrue.
  - (c) At any time during all periods of notice, an employee may elect, with the Commissioner's approval, to terminate employment from the NTPS or be transferred.
  - (d) An employee may be transferred at his/her substantive level or to a lower level and salary. Where an employee is transferred to a lower level and salary, income maintenance in accordance with Part A of this Attachment shall apply.
  - (e) Assistance may be provided to an employee where the employee wishes to seek employment outside the NTPS.

- 6.4 If the employee's employment in the Public Sector is to be terminated, either during or at the end of a notice period, the Commissioner shall advise all relevant parties and the employee's case file shall be closed.

## **7. Application of Inability Provisions to Former Redeployees**

If a redeployee has been placed in accordance with section 3.5 of these procedures and the placement is unsuccessful, despite appropriate training being provided, the CEO shall be notified and shall arrange discussions with the employee (and where requested by the employee, the relevant union), and, if required, the Commissioner. Discussions shall include but need not be exclusively confined to:

- (a) Transferring the employee.
- (b) Further training.
- (c) Notification to the Commissioner.
- (d) Commencement of the Inability process provided under Employment Instruction Number 6.

## **8. Duty of Care**

- 8.1 The Agency and Commissioner are required to exercise due care to ensure that staff who prepare/provide information to employees are suitably qualified to do so, provide accurate information, including any calculations of entitlements and taxation deductions on those entitlements, and maintain confidentiality in relation to the employee's entitlements and employment.
- 8.2 If further clarification on taxation is sought, employees should be referred to the Australian Taxation Office. Employees should also be advised to seek financial advice from a qualified professional.

## **9. Prior Service with the Australian Public Service**

- 9.1 An employee who is classified as a voluntary transferee and becomes, or is likely to become, redundant from the date of effect of this Agreement, shall for all purposes this Schedule have their previous continuous service with the Commonwealth Government recognised. A voluntary transferee is an employee who was on leave without pay under the former Australian Public Service Regulation 61Q prior to 1 October 1987 to work for the Northern Territory Public Service, having prior continuous service with the Commonwealth Government.
- 9.2 It should also be noted that some cases may arise where an employee has service that falls outside of the scope of this definition, and which the employee, his or her union, or the Agency believes should warrant inclusion for the purpose of calculating redundancy payments under Clause 4 of Part A of this Attachment. Such cases may be considered under Clause 16 of Part A of this Attachment. However, no guarantee of agreement to include such service should be given to the employee. Rather, the provisions of Clause 16 should be explained with advice that agreement by the Commissioner and the relevant union must be obtained for service outside of the scope of the definition to be included, and that such agreement shall not necessarily be forthcoming. It is open to the Agency, the employee, or where requested by the employee, the relevant union, to submit a proposal to the Commissioner.

# Schedule 11 Rates of Pay and Allowances

## PART A – Salaries

### Administrative/Executive Officers

Competency Based Training Rates												
19.08.10												
AO1	Entry	1st Incr	2nd	3rd	4th	5th						
Under 18	25 461	28 250	30 866	40 553	41 295	42 151						
Under 19	28 181	30 957	33 712	40 553	41 295	42 151						
Under 20	30 901	33 665	36 408	40 553	41 295	42 151						
Under 21	33 620	36 372	39 103	40 553	41 295	42 151						
Over 21	38 835	39 407	39 978	40 553	41 295	42 151						
18.08.11												
AO1	Entry	1st Incr	2nd	3rd	4th	5th						
Under 18	26 225	29 097	31 791	41 770	42 534	43 416						
Under 19	29 026	31 886	34 723	41 770	42 534	43 416						
Under 20	31 828	34 674	37 500	41 770	42 534	43 416						
Under 21	34 629	37 463	40 276	41 770	42 534	43 416						
Over 21	40 000	40 589	41 177	41 770	42 534	43 416						
16.8.12												
AO1	Entry	1st Incr	2nd	3rd	4th	5th						
Under 18	27 012	29 970	32 745	43 023	43 810	44 718						
Under 19	29 897	32 843	35 764	43 023	43 810	44 718						
Under 20	32 782	35 715	38 624	43 023	43 810	44 718						
Under 21	35 668	38 587	41 484	43 023	43 810	44 718						
Over 21	41 200	41 807	42 412	43 023	43 810	44 718						
	old salary rates effective 20.8.09 \$ p.a.	SALARY RATES EFFECTIVE 19.08.10 \$ p.a.		SALARY RATES EFFECTIVE 06.01.11 \$ p.a.	SALARY RATES EFFECTIVE 18.08.11 \$ p.a.	SALARY RATES EFFECTIVE 16.08.12 \$ p.a.	NORTHERN TERRITORY ALLOWANCE					
							COMMENCED on or after 1.8.87		COMMENCED on or before 31.7.87			
							with - Dependents - w/o	\$ p.a.	By-law 26(9) with - Dependents - w/o	\$ p.a.	By-law 26(10) with - Dependents - w/o	\$ p.a.
<b>AO1</b>	37 479	<b>38 835</b>		<b>40 000</b>	<b>41 200</b>	960	0					
	38 051	<b>39 407</b>		<b>40 589</b>	<b>41 807</b>	960	0					
	38 622	<b>39 978</b>		<b>41 177</b>	<b>42 412</b>	960	0					
	39 197	<b>40 553</b>		<b>41 770</b>	<b>43 023</b>	960	0					
	39 939	<b>41 295</b>		<b>42 534</b>	<b>43 810</b>	960	0					
	40 795	<b>42 151</b>		<b>43 416</b>	<b>44 718</b>	960	0	1 481	521	1 684	744	
<b>AO2</b>	41 330	<b>42 686</b>		<b>43 967</b>	<b>45 286</b>	960	0	1 467	507	1 670	730	
	42 429	<b>43 785</b>		<b>45 099</b>	<b>46 452</b>	960	0	1 439	479	1 642	702	
	43 308	<b>44 664</b>		<b>46 004</b>	<b>47 384</b>	960	0	1 417	457	1 620	680	
	44 201	<b>45 557</b>		<b>46 924</b>	<b>48 332</b>	960	0	1 395	435	1 598	658	
	45 118	<b>46 474</b>		<b>47 868</b>	<b>49 304</b>	960	0	1 374	414	1 577	637	
<b>AO3</b>	46 240	<b>47 627</b>		<b>49 056</b>	<b>50 528</b>	960	0	1 346	386	1 549	609	
	47 135	<b>48 549</b>		<b>50 005</b>	<b>51 505</b>	960	0	1 326	366	1 529	589	
	48 047	<b>49 488</b>		<b>50 973</b>	<b>52 502</b>	960	0	1 308	347	1 511	570	
	49 903	<b>51 400</b>		<b>52 942</b>	<b>54 530</b>	960	0	1 267	307	1 470	530	
<b>AO4</b>	52 367	<b>53 938</b>		<b>55 556</b>	<b>57 223</b>	960	0	1 215	255	1 418	478	
	53 337	<b>54 937</b>		<b>56 585</b>	<b>58 283</b>	960	0	1 192	232	1 395	455	
	55 005	<b>56 655</b>		<b>58 355</b>	<b>60 106</b>	960	0	1 161	201	1 364	424	
	56 673	<b>58 373</b>		<b>60 124</b>	<b>61 928</b>	960	0	1 128	168	1 331	391	
	58 339	<b>60 089</b>		<b>61 892</b>	<b>63 749</b>	960	0	1 093	133	1 296	356	
	60 116	<b>61 919</b>		<b>63 777</b>	<b>65 690</b>	960	0	1 061	101	1 264	324	
<b>AO5</b>	62 094	<b>63 957</b>		<b>65 876</b>	<b>67 852</b>	960	0	1 021	61	1 224	284	
	63 711	<b>65 622</b>		<b>67 591</b>	<b>69 619</b>	960	0	988	28	1 191	251	
	65 328	<b>67 288</b>		<b>69 307</b>	<b>71 386</b>	960	0	960	0	1 159	219	
<b>AO6</b>	68 225	<b>70 272</b>		<b>72 380</b>	<b>74 551</b>	960	0	960	0	1 096	156	
	70 907	<b>73 034</b>		<b>75 225</b>	<b>77 482</b>	960	0	960	0	1 042	102	
	73 587	<b>75 795</b>		<b>78 069</b>	<b>80 411</b>	960	0	960	0	993	53	
	76 269	<b>78 557</b>		<b>80 914</b>	<b>83 341</b>	960	0	960	0	960	0	
<b>AO7</b>	79 166	<b>81 541</b>	<b>AO7</b>	<b>83 090</b>	<b>85 583</b>	960	0	960	0	960	0	
	81 996	<b>84 456</b>		<b>86 239</b>	<b>88 826</b>	960	0	960	0	960	0	
				<b>89 389</b>	<b>92 071</b>	960	0	960	0	960	0	
<b>AO8</b>	85 139	<b>87 693</b>	<b>SAO1</b>	<b>93 748</b>	<b>96 560</b>	960	0	960	0	960	0	
	88 509	<b>91 164</b>		<b>98 913</b>	<b>101 880</b>	960	0	960	0	960	0	
				<b>104 730</b>	<b>107 872</b>	960	0	960	0	960	0	
<b>EO1</b>	101 680	<b>104 730</b>	<b>SAO2</b>	<b>108 150</b>	<b>111 395</b>	960	0	960	0	960	0	
				<b>112 909</b>	<b>116 296</b>	960	0	960	0	960	0	
				<b>117 876</b>	<b>121 412</b>	960	0	960	0	960	0	
<b>EO2</b>	111 326	<b>114 666</b>	<b>EO2</b>	<b>120 139</b>	<b>123 743</b>	960	0	960	0	960	0	
<b>EO3</b>	120 970	<b>124 599</b>	<b>EO3</b>	<b>128 663</b>	<b>132 523</b>	960	0	960	0	960	0	

## Professionals

Designation	old salary rates effective 20.8.09 \$ p.a.	SALARY RATES EFFECTIVE 19.08.10 \$ p.a.	Designation	SALARY RATES EFFECTIVE 06.01.11 \$ p.a.	SALARY RATES EFFECTIVE 18.08.11 \$ p.a.	SALARY RATES EFFECTIVE 16.08.12 \$ p.a.	NORTHERN TERRITORY ALLOWANCE							
							COMMENCED on or after 1.8.87		COMMENCED on or before 31.7.87		By-law 26(9)		By-law 26(10)	
							Dependents		Dependents		Dependents		Dependents	
							with	- w/o	with	- w/o	with	- w/o	with	- w/o
	\$ p.a.	\$ p.a.		\$ p.a.	\$ p.a.		\$ p.a.	\$ p.a.		\$ p.a.	\$ p.a.			
<b>P1</b>	44 156	<b>45 512</b>	<b>P1</b>	<b>49 244</b>	<b>50 721</b>	<b>52 243</b>	960	0	1,396	436	1,599	659		
	45 942	<b>47 320</b>		<b>51 066</b>	<b>52 598</b>	<b>54 176</b>	960	0	1,350	390	1,553	613		
	47 810	<b>49 244</b>		<b>52 955</b>	<b>54 544</b>	<b>56 180</b>	960	0	1,310	350	1,513	573		
	49 724	<b>51 216</b>		<b>54 915</b>	<b>56 562</b>	<b>58 259</b>	960	0	1,269	309	1,472	532		
	51 680	<b>53 230</b>		<b>56 947</b>	<b>58 655</b>	<b>60 415</b>	960	0	1,233	273	1,436	496		
	53 653	<b>55 263</b>		<b>59 054</b>	<b>60 826</b>	<b>62 651</b>	960	0	1,189	229	1,392	452		
	55 657	<b>57 327</b>		<b>61 239</b>	<b>63 076</b>	<b>64 968</b>	960	0	1,150	190	1,353	413		
	57 864	<b>59 600</b>		<b>63 505</b>	<b>65 410</b>	<b>67 372</b>	960	0	1,106	146	1,309	369		
	61 567	<b>63 414</b>					960	0	1,031	71	1,234	294		
	63 754	<b>65 667</b>					960	0	996	69	1,192	274		
<b>P2</b>	66 100	<b>68 083</b>	<b>P2</b>	<b>65 405</b>	<b>67 367</b>	<b>69 388</b>	960	0	960	0	1,141	201		
	68 450	<b>70 504</b>		<b>67 826</b>	<b>69 861</b>	<b>71 957</b>	960	0	960	0	1,096	156		
	70 797	<b>72 921</b>		<b>70 335</b>	<b>72 445</b>	<b>74 618</b>	960	0	960	0	1,042	102		
	73 145	<b>75 339</b>		<b>72 937</b>	<b>75 125</b>	<b>77 379</b>	960	0	960	0	997	57		
	75 492	<b>77 757</b>		<b>75 636</b>	<b>77 905</b>	<b>80 242</b>	960	0	960	0	960	17		
	77 912	<b>80 249</b>		<b>78 435</b>	<b>80 788</b>	<b>83 212</b>	960	0	960	0	960	0		
	80 137	<b>82 541</b>					960	0	960	0	960	0		
<b>P3</b>	83 450	<b>85 954</b>	<b>P3</b>	<b>80 855</b>	<b>83 281</b>	<b>85 779</b>	960	0	960	0	960	0		
	86 420	<b>89 013</b>		<b>83 847</b>	<b>86 362</b>	<b>88 953</b>	960	0	960	0	960	0		
	87 916	<b>90 553</b>		<b>86 948</b>	<b>89 556</b>	<b>92 243</b>	960	0	960	0	960	0		
				<b>90 553</b>	<b>93 270</b>	<b>96 068</b>	960	0	960	0	960	0		
<b>P4</b>	91 017	<b>93 748</b>	<b>SP1</b>	<b>93 748</b>	<b>96 560</b>	<b>99 457</b>	960	0	960	0	960	0		
	96 032	<b>98 913</b>		<b>98 913</b>	<b>101 880</b>	<b>104 936</b>	960	0	960	0	960	0		
	101 680	<b>104 730</b>		<b>104 730</b>	<b>107 872</b>	<b>111 108</b>	960	0	960	0	960	0		
			<b>SP2</b>	<b>108 150</b>	<b>111 395</b>	<b>114 737</b>	960	0	960	0	960	0		
				<b>112 909</b>	<b>116 296</b>	<b>119 785</b>	960	0	960	0	960	0		
				<b>117 876</b>	<b>121 412</b>	<b>125 054</b>	960	0	960	0	960	0		



## Physicals

Designation	old salary rates effective 20.8.09 \$ p.a.	SALARY RATES EFFECTIVE 19.08.10 \$ p.a.	SALARY RATES EFFECTIVE 18.08.11 \$ p.a.	SALARY RATES EFFECTIVE 16.08.12 \$ p.a.	NORTHERN TERRITORY ALLOWANCE					
					COMMENCED on or after 1.8.87		COMMENCED on or before 31.7.87			
					Dependents		By-law 26(9)		By-law 26(10)	
					with	- w/o	with	- w/o	with	- w/o
	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.
PH1	35 619	36 975	38 084	39 227	960	0				
	35 992	37 348	38 468	39 622	960	0				
	36 361	37 717	38 849	40 014	960	0				
PH2	38 207	39 563	40 750	41 973	960	0	1 540	580	1 743	803
	38 579	39 935	41 133	42 367	960	0	1 540	580	1 743	803
	39 024	40 380	41 591	42 839	960	0	1 516	556	1 719	779
PH3	39 024	40 380	41 591	42 839	960	0	1 516	556	1 719	779
	39 466	40 822	42 047	43 308	960	0	1 506	546	1 709	769
	39 941	41 297	42 536	43 812	960	0	1 496	536	1 699	759
PH4	41 098	42 454	43 728	45 040	960	0	1 473	513	1 676	736
	41 740	43 096	44 389	45 721	960	0	1 457	497	1 660	720
	42 364	43 720	45 032	46 383	960	0	1 441	481	1 644	704
PH5	42 993	44 349	45 679	47 049	960	0	1 424	464	1 627	687
	43 575	44 931	46 279	47 667	960	0	1 410	450	1 613	673
	44 156	45 512	46 877	48 283	960	0	1 396	436	1 599	659
PH6	46 220	47 607	49 035	50 506	960	0	1 348	388	1 551	611
	47 031	48 442	49 895	51 392	960	0	1 326	366	1 529	589
	47 901	49 338	50 818	52 343	960	0	1 309	349	1 512	572
PH7	50 030	51 531	53 077	54 669	960	0	1 263	303	1 466	526
	50 957	52 486	54 061	55 683	960	0	1 245	285	1 448	508
	51 928	53 486	55 091	56 744	960	0	1 222	262	1 425	485
PH8	53 946	55 564	57 231	58 948	960	0	1 184	224	1 387	447
	54 974	56 623	58 322	60 072	960	0	1 162	202	1 365	425
	56 062	57 744	59 476	61 260	960	0	1 144	184	1 347	407
PH9	58 763	60 526	62 342	64 212	960	0	1 085	125	1 288	348
	60 075	61 877	63 733	65 645	960	0	1 061	101	1 264	324
	61 567	63 414	65 316	67 275	960	0	1 031	71	1 234	294

## Senior Prison Officers

Designation	old salary rates effective 20.8.09 \$ p.a.	SALARY RATES EFFECTIVE 19.08.10 \$ p.a.	SALARY RATES EFFECTIVE 18.08.11 \$ p.a.	SALARY RATES EFFECTIVE 16.08.12 \$ p.a.	NORTHERN TERRITORY ALLOWANCE					
					COMMENCED on or after 1.8.87		COMMENCED on or before 31.7.87			
					Dependents		By-law 26(9)		By-law 26(10)	
					with	- w/o	with	- w/o	with	- w/o
	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	
<b>SENIOR PRISON OFFICERS ARBITRAL TRIBUNAL Determination No. 4</b>										
<b>CHIEF INDUSTRIES OFFICER</b>	66 115 67 731	<b>68 098</b> <b>69 763</b>	<b>70 141</b> <b>71 856</b>	<b>72 245</b> <b>74 012</b>	960 960	0 0	960 960	0 0	960 960	0 0
<b>CHIEF PRISON OFFICER</b>	66 115 67 731	<b>68 098</b> <b>69 763</b>	<b>70 141</b> <b>71 856</b>	<b>72 245</b> <b>74 012</b>	960 960	0 0	960 960	0 0	960 960	0 0
<b>PRINCIPAL INDUSTRIES OFFICER</b>	75 990 78 672	<b>78 270</b> <b>81 032</b>	<b>80 618</b> <b>83 463</b>	<b>83 037</b> <b>85 967</b>	960 960	0 0	960 960	0 0	960 960	0 0
<b>DEPUTY SUPERINTENDENT</b>	75 990 78 672	<b>78 270</b> <b>81 032</b>	<b>80 618</b> <b>83 463</b>	<b>83 037</b> <b>85 967</b>	960 960	0 0	960 960	0 0	960 960	0 0
<b>SUPERINTENDENT</b>	84 401	<b>86 933</b>	<b>89 541</b>	<b>92 227</b>	960	0	960	0	960	0
<b>CHIEF SUPERINTENDENT</b>	90 912	<b>93 639</b>	<b>96 448</b>	<b>99 341</b>	960	0	960	0	960	0

## Aboriginal Health Workers

Designation	old salary rates effective 20.8.09 \$ p.a.	SALARY RATES EFFECTIVE 19.08.10 \$ p.a.	SALARY RATES EFFECTIVE 18.08.11 \$ p.a.	SALARY RATES EFFECTIVE 16.08.12 \$ p.a.	NORTHERN TERRITORY ALLOWANCE					
					COMMENCED on or after 1.8.87		COMMENCED on or before 31.7.87			
					Dependents		By-law 26(9)		By-law 26(10)	
					with	w/o	with	w/o	with	w/o
	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	
<b>ABORIGINAL HEALTH WORKERS (AHW)</b>										
AHW Class 1	36 044	37 400	38 522	39 678	960	0	1 649	689	1 866	906
	37 969	39 325	40 505	41 720	960	0	1 548	588	1 752	792
AHW Class 2	39,983	41 339	42 579	43 856	960	0	1 517	557	1 725	765
	42,019	43 375	44 676	46 016	960	0	1 455	495	1 661	701
	44,150	45 506	46 871	48 277	960	0	1 397	437	1 600	640
	46,388	47 780	49 213	50 689	960	0	1 349	389	1 555	595
	48,676	50 136	51 640	53 189	960	0	1 292	332	1 495	535
AHW Class 3	51,025	52 556	54 133	55 757	960	0	1 243	283	1 446	486
	53,404	55 006	56 656	58 356	960	0	1 194	234	1 399	439
	55,829	57 504	59 229	61 006	960	0	1 149	189	1 353	393
	58,258	60 006	61 806	63 660	960	0	1 094	134	1 298	338
AHW Class 4	60,686	62 507	64 382	66 313	960	0	1 048	88	1 253	293
	61,494	63 339	65 239	67 196	960	0	1 031	71	1 236	276
	63,922	65 840	67 815	69 849	960	0	979	19	1 182	222
AHW Class 5	67,159	69 174	71 249	73 386	960	0	960	0	1 122	162
	69,586	71 674	73 824	76 039	960	0	960	0	1 070	110
	72,013	74 173	76 398	78 690	960	0	960	0	1 013	53
	74,442	76 675	78 975	81 344	960	0	960	0	980	20
AHW Class 6	76,059	78 341	80 691	83 112	960	0	960	0	960	0
	78,487	80 842	83 267	85 765	960	0	960	0	960	0
	80,913	83 340	85 840	88 415	960	0	960	0	960	0

**Award Free**

Designation	old salary rates effective 20.8.09 \$ p.a.	SALARY RATES EFFECTIVE 19.08.10 \$ p.a.	SALARY RATES EFFECTIVE 18.08.11 \$ p.a.	SALARY RATES EFFECTIVE 16.08.12 \$ p.a.	NORTHERN TERRITORY ALLOWANCE							
					COMMENCED on or after 1.8.87		COMMENCED on or before 31.7.87		By-law 26(9)		By-law 26(10)	
					Dependents		Dependents		Dependents		Dependents	
					with	- w/o	with	- w/o	with	- w/o	with	- w/o
					\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.		
<b>POLICE CIVIL EMPLOYMENT UNIT</b>												
<b>Determination 98/1052</b>												
<b>Pilot</b>	51 869	<b>53 425</b>	<b>55 028</b>	<b>56 679</b>	960	0						
	54 012	<b>55 632</b>	<b>57 301</b>	<b>59 020</b>	960	0						
	56 183	<b>57 868</b>	<b>59 604</b>	<b>61 392</b>	960	0						
	58 352	<b>60 103</b>	<b>61 906</b>	<b>63 763</b>	960	0						
	60 520	<b>62 336</b>	<b>64 206</b>	<b>66 132</b>	960	0						
<b>Senior Pilot</b>	63 588	<b>65 496</b>	<b>67 461</b>	<b>69 485</b>	960	0						
	65 831	<b>67 806</b>	<b>69 840</b>	<b>71 935</b>	960	0						
	68 077	<b>70 119</b>	<b>72 223</b>	<b>74 390</b>	960	0						
	70 320	<b>72 430</b>	<b>74 603</b>	<b>76 841</b>	960	0						
<b>Chief Pilot</b>	74 809	<b>77 053</b>	<b>79 365</b>	<b>81 746</b>	960	0						
	77 131	<b>79 445</b>	<b>81 828</b>	<b>84 283</b>	960	0						
	79 448	<b>81 831</b>	<b>84 286</b>	<b>86 815</b>	960	0						
<b>NT INSTITUTE OF SPORT</b>												
<b>Head Coach Level 2</b>												
	1	68 225	<b>70 272</b>	<b>72 380</b>	<b>74 551</b>	960	0					
	2	70 907	<b>73 034</b>	<b>75 225</b>	<b>77 482</b>	960	0					
	3	73 587	<b>75 795</b>	<b>78 069</b>	<b>80 411</b>	960	0					
	4	76 269	<b>78 557</b>	<b>80 914</b>	<b>83 341</b>	960	0					
	Barrier	Barrier	Barrier	Barrier								
<b>Head Coach Level 3</b>												
	1	79 166	<b>81 541</b>	<b>83 987</b>	<b>86 507</b>	960	0					
2	81 998	<b>84 458</b>	<b>86 992</b>	<b>89 602</b>	960	0						

### Award Free (Cont)

	20.8.09	19.08.10	06.01.11	18.08.11	16.08.12	Dependents		Dependents		Dependents	
	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	with	- w/o	with	- w/o	with	- w/o
						\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.
<b>TRAINEE- Information Technology</b>											
Under 18 years 60% <i>Adult</i>	24 137	24 861		25 607	26 375	960	0				
Under 19 years 70% <i>Adult</i>	28 160	29 005		29 875	30 771	960	0				
Under 20 years 81% <i>Adult</i>	32 585	33 562		34 570	35 607	960	0				
Under 21 years 91% <i>Adult</i>	36 608	37 706		38 838	40 003	960	0				
<b>Adult</b> 87% AO3	40 229	41 435		42 679	43 959	960	0				
91% AO3	42 078	43 341		44 641	45 980	960	0				
96% AO3	44 390	45 722		47 094	48 507	960	0				
<b>TRAINEE- Library Technician</b>											
Under 18 years 60% <i>Adult</i>	24 137	24 861		25 607	26 375	960	0				
Under 19 years 70% <i>Adult</i>	28 160	29 005		29 875	30 771	960	0				
Under 20 years 81% <i>Adult</i>	32 585	33 562		34 570	35 607	960	0				
Under 21 years 91% <i>Adult</i>	36 608	37 706		38 838	40 003	960	0				
<b>Adult</b> 87% AO3	40 229	41 435		42 679	43 959	960	0				
91% AO3	42 078	43 341		44 641	45 980	960	0				
96% AO3	44 390	45 722		47 094	48 507	960	0				
<b>TRAINEE- Non Classified</b>											
Under 18 years AO1	24 736	25 631		26 400	27 192	960	0				
Under 19 years AO1	27 360	28 350		29 200	30 076	960	0				
Under 20 years AO1	29 983	31 068		32 000	32 960	960	0				
Under 21 years AO1	32 607	33 786		34 800	35 844	960	0				
Adult AO1	37 479	38 835		40 000	41 200	960	0				
<b>TRAINEE- Professional Group</b>											
Under 18 years 60% <i>Adult</i>	24 957	25 705	27 643	28 472	29 326	960	0				
Under 19 years 70% <i>Adult</i>	29 117	29 989	32 250	33 217	34 214	960	0				
Under 20 years 81% <i>Adult</i>	33 692	34 702	37 318	38 437	39 590	960	0				
Under 21 years 91% <i>Adult</i>	37 851	38 986	41 925	43 182	44 478	960	0				
<b>Adult</b> 87% P1*	41 595	42 842	46 071	47 453	48 877	960	0				
91% P1*	45 249	46 607	49 973	51 471	53 016	960	0				
96% P1*	49 613	51 101	54 669	56 309	57 998	960	0				
(* = 3rd step P1)											
<b>Computer Systems Officer in-training</b>											
73% A04	38 228	39 375		40 556	41 773	960	0	1 508	548	1 711	771
87% A04	45 559	46 926		48 334	49 784	960	0	1 353	393	1 556	616
92% A04	48 178	49 623		51 112	52 645	960	0	1 300	340	1 503	563

### School Based Admin Officers (92%)

<b>Competency Based Training Rates</b>						
<b>19.8.10</b>						
AO1	Entry	1st Incr	2nd	3rd	4th	5th
Under 18	23 424	25 990	28 397	37 309	37 991	38 779
Under 19	25 926	28 480	31 015	37 309	37 991	38 779
Under 20	28 428	30 971	33 495	37 309	37 991	38 779
Under 21	30 930	33 462	35 975	37 309	37 991	38 779
Over 21	35 728	36 254	36 780	37 309	37 991	38 779
<b>18.08.11</b>						
AO1	Entry	1st Incr	2nd	3rd	4th	5th
Under 18	24 127	26 769	29 248	38 428	39 131	39 943
Under 19	26 704	29 335	31 945	38 428	39 131	39 943
Under 20	29 281	31 901	34 500	38 428	39 131	39 943
Under 21	31 858	34 466	37 054	38 428	39 131	39 943
Over 21	36 800	37 342	37 883	38 428	39 131	39 943
<b>16.08.12</b>						
AO1	Entry	1st Incr	2nd	3rd	4th	5th
Under 18	24 851	27 572	30 125	39 581	40 305	41 141
Under 19	27 505	30 215	32 903	39 581	40 305	41 141
Under 20	30 160	32 857	35 534	39 581	40 305	41 141
Under 21	32 814	35 500	38 165	39 581	40 305	41 141
Over 21	37 904	38 462	39 019	39 581	40 305	41 141

<b>Designation</b>	old salary rates effective 20.8.09 \$ p.a.	<b>SALARY RATES EFFECTIVE</b>	<b>SALARY RATES EFFECTIVE</b>	<b>SALARY RATES EFFECTIVE</b>	NORTHERN TERRITORY ALLOWANCE					
		<b>19.08.10</b>	<b>18.08.11</b>	<b>16.08.12</b>	COMMENCED on or after 1.8.87		COMMENCED on or before 31.7.87			
		<b>\$ p.a.</b>	<b>\$ p.a.</b>	<b>\$ p.a.</b>	Dependents		By-law 26(9)		By-law 26(10)	
					with	- w/o	with	- w/o	with	- w/o
					\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.
<b>AO1</b>	34 481	<b>35 728</b>	<b>36 800</b>	<b>37 904</b>	960	0				
	35 007	<b>36 254</b>	<b>37 342</b>	<b>38 462</b>	960	0				
	35 532	<b>36 780</b>	<b>37 883</b>	<b>39 019</b>	960	0				
	36 061	<b>37 309</b>	<b>38 428</b>	<b>39 581</b>	960	0				
	36 744	<b>37 991</b>	<b>39 131</b>	<b>40 305</b>	960	0				
	37 531	<b>38 779</b>	<b>39 943</b>	<b>41 141</b>	960	0	1 481	521	1 684	744
<b>AO2</b>	38 024	<b>39 271</b>	<b>40 450</b>	<b>41 663</b>	960	0	1 467	507	1 670	730
	39 035	<b>40 282</b>	<b>41 491</b>	<b>42 736</b>	960	0	1 439	479	1 642	702
	39 843	<b>41 091</b>	<b>42 324</b>	<b>43 593</b>	960	0	1 417	457	1 620	680
	40 665	<b>41 912</b>	<b>43 170</b>	<b>44 465</b>	960	0	1 395	435	1 598	658
	41 509	<b>42 756</b>	<b>44 039</b>	<b>45 360</b>	960	0	1 374	414	1 577	637
<b>AO3</b>	42 541	<b>43 817</b>	<b>45 132</b>	<b>46 486</b>	960	0	1 346	386	1 549	609
	43 364	<b>44 665</b>	<b>46 005</b>	<b>47 385</b>	960	0	1 326	366	1 529	589
	44 203	<b>45 529</b>	<b>46 895</b>	<b>48 302</b>	960	0	1 308	347	1 511	570
	45 911	<b>47 288</b>	<b>48 707</b>	<b>50 168</b>	960	0	1 267	307	1 470	530
<b>AO4</b>	48 178	<b>49 623</b>	<b>51 112</b>	<b>52 645</b>	960	0	1 215	255	1 418	478
	49 070	<b>50 542</b>	<b>52 058</b>	<b>53 620</b>	960	0	1 192	232	1 395	455
	50 605	<b>52 123</b>	<b>53 687</b>	<b>55 298</b>	960	0	1 161	201	1 364	424
	52 139	<b>53 703</b>	<b>55 314</b>	<b>56 974</b>	960	0	1 128	168	1 331	391
	53 672	<b>55 282</b>	<b>56 941</b>	<b>58 649</b>	960	0	1 093	133	1 296	356
	55 307	<b>56 965</b>	<b>58 675</b>	<b>60 435</b>	960	0	1 061	101	1 264	324

### School Based Admin Officers (96%)

<b>Competency Based Training Rates</b>										
<b>19.08.10</b>										
AO1	Entry	1st Incr	2nd	3rd	4th	5th				
Under 18	24 443	27 120	29 631	38 931	39 643	40 465				
Under 19	27 054	29 719	32 364	38 931	39 643	40 465				
Under 20	29 665	32 318	34 951	38 931	39 643	40 465				
Under 21	32 276	34 917	37 539	38 931	39 643	40 465				
Over 21	37 282	37 831	38 379	38 931	39 643	40 465				
<b>18.08.11</b>										
AO1	Entry	1st Incr	2nd	3rd	4th	5th				
Under 18	25 176	27 933	30 520	40 099	40 833	41 679				
Under 19	27 865	30 610	33 334	40 099	40 833	41 679				
Under 20	30 555	33 287	36 000	40 099	40 833	41 679				
Under 21	33 244	35 964	38 665	40 099	40 833	41 679				
Over 21	38 400	38 965	39 530	40 099	40 833	41 679				
<b>16.08.12</b>										
AO1	Entry	1st Incr	2nd	3rd	4th	5th				
Under 18	25 932	28 772	31 435	41 302	42 058	42 929				
Under 19	28 701	31 529	34 334	41 302	42 058	42 929				
Under 20	31 471	34 287	37 080	41 302	42 058	42 929				
Under 21	34 241	37 044	39 825	41 302	42 058	42 929				
Over 21	39 552	40 135	40 716	41 302	42 058	42 929				

Designation	old salary rates effective 20.8.09 \$ p.a.	SALARY RATES	SALARY RATES	SALARY RATES	NORTHERN TERRITORY ALLOWANCE					
		EFFECTIVE	EFFECTIVE	EFFECTIVE	COMMENCED		COMMENCED on or before 31.7.87			
		19.08.10 \$ p.a.	18.08.11 \$ p.a.	16.08.12 \$ p.a.	on or after 1.8.87		By-law 26(9)		By-law 26(10)	
		Dependents		Dependents		Dependents				
with - w/o		with - w/o		with - w/o		\$ p.a.	\$ p.a.	\$ p.a.	\$ p.a.	
<b>AO1</b>	35 980	<b>37 282</b>	<b>38 400</b>	<b>39 552</b>	960	0				
	36 529	<b>37 831</b>	<b>38 965</b>	<b>40 135</b>	960	0				
	37 077	<b>38 379</b>	<b>39 530</b>	<b>40 716</b>	960	0				
	37 629	<b>38 931</b>	<b>40 099</b>	<b>41 302</b>	960	0				
	38 341	<b>39 643</b>	<b>40 833</b>	<b>42 058</b>	960	0				
	39 163	<b>40 465</b>	<b>41 679</b>	<b>42 929</b>	960	0	1 481	521	1 684	744
<b>AO2</b>	39 677	<b>40 979</b>	<b>42 208</b>	<b>43 475</b>	960	0	1 467	507	1 670	730
	40 732	<b>42 034</b>	<b>43 295</b>	<b>44 594</b>	960	0	1 439	479	1 642	702
	41 576	<b>42 877</b>	<b>44 164</b>	<b>45 489</b>	960	0	1 417	457	1 620	680
	42 433	<b>43 735</b>	<b>45 047</b>	<b>46 399</b>	960	0	1 395	435	1 598	658
	43 313	<b>44 615</b>	<b>45 953</b>	<b>47 332</b>	960	0	1 374	414	1 577	637
<b>AO3</b>	44 390	<b>45 722</b>	<b>47 094</b>	<b>48 507</b>	960	0	1 346	386	1 549	609
	45 250	<b>46 607</b>	<b>48 005</b>	<b>49 445</b>	960	0	1 326	366	1 529	589
	46 125	<b>47 508</b>	<b>48 934</b>	<b>50 402</b>	960	0	1 308	347	1 511	570
	47 907	<b>49 344</b>	<b>50 824</b>	<b>52 349</b>	960	0	1 267	307	1 470	530
<b>AO4</b>	50 272	<b>51 780</b>	<b>53 334</b>	<b>54 934</b>	960	0	1 215	255	1 418	478
	51 204	<b>52 740</b>	<b>54 322</b>	<b>55 952</b>	960	0	1 192	232	1 395	455
	52 805	<b>54 389</b>	<b>56 021</b>	<b>57 702</b>	960	0	1 161	201	1 364	424
	54 406	<b>56 038</b>	<b>57 719</b>	<b>59 451</b>	960	0	1 128	168	1 331	391
	56 005	<b>57 685</b>	<b>59 416</b>	<b>61 199</b>	960	0	1 093	133	1 296	356
	57 711	<b>59 442</b>	<b>61 226</b>	<b>63 062</b>	960	0	1 061	101	1 264	324

## PART B – WORK RELATED ALLOWANCES

Schedule/Allowance	Clause	Frequency	RATES	RATES	RATES	RATES
			EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
			20.8.09	19.08.10	18.08.11	16.08.12
			\$	\$	\$	\$
<b>Schedule 1 - NTPS (General Conditions of Service) Provisions</b>						
On-call	9.3(a)(i)					
- night rate	9.3(a)(i)	night	26.10	<b>26.90</b>	<b>27.70</b>	<b>28.50</b>
- night/day rate	9.3(a)(i)	night & day	39.00	<b>40.20</b>	<b>41.40</b>	<b>42.60</b>
- hourly rate	9.3(a)(i)	hour	1.63	<b>1.68</b>	<b>1.73</b>	<b>1.78</b>
<b>Schedule 2 - Community and Public Sector Union (NTPS) Provisions</b>						
First Aid Allowance	7.1(b)(i)	week	10.30	<b>10.60</b>	<b>10.90</b>	<b>11.20</b>
	7.1(b)(ii)	week	12.70	<b>13.10</b>	<b>13.50</b>	<b>13.90</b>
	7.1(b)(iii)	week	15.20	<b>15.70</b>	<b>16.20</b>	<b>16.70</b>
Restrictive Duty - Community Welfare Workers						
- night rate	14.4	night	47.10	<b>48.50</b>	<b>50.00</b>	<b>51.50</b>
- night/day rate	14.4	night & day	65.90	<b>67.90</b>	<b>69.90</b>	<b>72.00</b>
<b>Schedule 3 - Construction and Maintenance Workers (NTPS) Provisions</b>						
Leading Hands						
- Leading hands in charge of 2 to 10 employees	10.1	week	32.30	<b>33.30</b>	<b>34.30</b>	<b>35.30</b>
- Leading hands in charge of 11 to 20 employees	10.1	week	48.10	<b>49.50</b>	<b>51.00</b>	<b>52.50</b>
- Leading hands in charge of more than 20 employees	10.1	week	61.30	<b>63.10</b>	<b>65.00</b>	<b>67.00</b>
Industry Allowances:						
- Construction Work	10.2(b)	week	27.10	<b>27.90</b>	<b>28.70</b>	<b>29.60</b>
- Other than construction work	10.2(d)	week	27.10	<b>27.90</b>	<b>28.70</b>	<b>29.60</b>
Special Allowances						
- Dirty Work	10.4(a)(i)	hour	0.54	<b>0.56</b>	<b>0.58</b>	<b>0.60</b>
- Wet Places	10.4(a)(ii)	hour	0.54	<b>0.56</b>	<b>0.58</b>	<b>0.60</b>
- Grader Operator-Back Country Work	10.4(a)(iii)	week	23.00	<b>23.70</b>	<b>24.40</b>	<b>25.10</b>
- Work Inside Oil Tanks	10.4(a)(iv)	hour	0.53	<b>0.55</b>	<b>0.57</b>	<b>0.59</b>
- Work on Outside of Oil Tanks	10.4(a)(v)	hour	1.09	<b>1.12</b>	<b>1.15</b>	<b>1.18</b>
- Height Money						
- at 9m	10.4(a)(vii)	hour	0.41	<b>0.42</b>	<b>0.43</b>	<b>0.44</b>
- each additional 9m	10.4(a)(viii)	hour	0.41	<b>0.42</b>	<b>0.43</b>	<b>0.44</b>
- swinging scaffold	10.4(a)(ix)	hour	0.41	<b>0.42</b>	<b>0.43</b>	<b>0.44</b>
- Wharf Construction	10.4(a)(x)	day	1.13	<b>1.16</b>	<b>1.19</b>	<b>1.23</b>
- Insulation Work	10.4(a)(xi)	hour	0.78	<b>0.80</b>	<b>0.82</b>	<b>0.84</b>
- Confined Space	10.4(a)(xii)	hour	0.78	<b>0.80</b>	<b>0.82</b>	<b>0.84</b>
- Boiler Cleaning	10.4(a)(xiii)	hour	1.70	<b>1.75</b>	<b>1.80</b>	<b>1.85</b>
- Diving Allowances:						
- Divers	10.4(a)(xiv)(A)	day	28.80	<b>29.70</b>	<b>30.60</b>	<b>31.50</b>
- Diver's Tender	10.4(a)(xiv)(B)	day	7.14	<b>7.35</b>	<b>7.57</b>	<b>7.80</b>
- Diver's Tender's Assistant	10.4(a)(xiv)(C)	day	3.52	<b>3.63</b>	<b>3.74</b>	<b>3.85</b>
- Termite Protection	10.4(a)(xv)	day	1.39	<b>1.43</b>	<b>1.47</b>	<b>1.51</b>
- Toxic Substances	10.4(a)(xvi)	week	7.13	<b>7.34</b>	<b>7.56</b>	<b>7.79</b>
Excess Fares and Travelling Time Allowances						
- within 32km of Post Office	10.9(a)(i)	day	6.75	<b>6.95</b>	<b>7.16</b>	<b>7.37</b>
- if employer provides transport	10.9(a)(iii)	day	3.10	<b>3.19</b>	<b>3.29</b>	<b>3.39</b>

Schedule/Allowance	Clause	Frequency	RATES	RATES	RATES	RATES
			EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
			20.08.09	19.08.10	18.08.11	16.08.12
			\$	\$	\$	\$
<b>Schedule 3 - Construction and Maintenance Workers (NTPS) Provisions</b>						
Drivers/Operators Allowances						
- Handling money						
- up to \$20	10.10(a)(i)	week	1.31	1.35	1.39	1.43
- \$21-\$200	10.10(a)(i)	week	2.70	2.78	2.86	2.95
- \$201-\$600	10.10(a)(i)	week	4.70	4.84	4.99	5.14
- \$601-\$1000	10.10(a)(i)	week	6.44	6.63	6.83	7.03
- over \$1000	10.10(a)(i)	week	8.84	9.11	9.38	9.66
- Carting/handling dirty material	10.10(a)(ii)	hour	0.39	0.40	0.41	0.42
- Carting/handling offensive material	10.10(a)(iii)	week	2.15	2.21	2.28	2.35
- Carting handling TNT	10.10(a)(iv)	day	0.41	0.42	0.43	0.44
- Carting handling tar/bitumen	10.10(a)(v)	week	2.55	2.63	2.71	2.79
- Carting handling carbon black	10.10(a)(vi)	day	1.80	1.85	1.91	1.97
- Driver loading/unloading furniture	10.10(a)(vii)	day	1.39	1.43	1.47	1.51
- Driving vehicle carting garbage	10.10(a)(viii)	week	14.50	14.90	15.30	15.80
Drivers of Oil Tractors Allowances						
- Loaded Single Axle Trailer - 1st additional	10.10(b)	trailer	2.78	2.86	2.95	3.04
- Loaded Single Axle Trailer - each subsequent	10.10(b)	trailer	2.36	2.43	2.50	2.58
- Empty Single Axle Trailer- 1st additional	10.10(b)	trailer	1.58	1.63	1.68	1.73
- Empty Single Axle Trailer - each subsequent	10.10(b)	trailer	1.24	1.28	1.32	1.36
- Loaded Other Trailer - 1st additional	10.10(b)	trailer	3.49	3.59	3.70	3.81
- Loaded Other Trailer - each subsequent	10.10(b)	trailer	3.22	3.32	3.42	3.52
- Empty Other Trailer - 1st additional	10.10(b)	trailer	1.98	2.04	2.10	2.16
- Empty Other Trailer - each subsequent	10.10(b)	trailer	1.78	1.83	1.88	1.94
First Aid Allowance	10.11	day	2.69	2.77	2.85	2.94
On-Call Allowance						
- night (Mon - Fri excluding PDO)	13.1(a)(i)	night	26.10	26.90	27.70	28.50
- night/day (Sat, Sun, PH, PDO)	13.1(a)(ii)	night/day	39.00	40.20	41.40	42.60
- hourly	13.1(a)	hour	1.63	1.68	1.73	1.78
<b>Schedule 4 - Health Employees (NTPS) Miscellaneous Workers Union Provisions</b>						
Dental Technician	10.1(a)	p.a.	1068.00	1,100.00	1,133.00	1,167.00
Senior Dental Technician	10.1(b)	p.a.	1068.00	1,100.00	1,133.00	1,167.00
Radiographers - C.T. Scanner	10.1(c)	p.a.	1,438.00	1,481.00	1,525.00	1,571.00
Leading Hands						
- Leading hands in charge of 2 to 10 employees	10.3	week	32.20	33.20	34.20	35.20
- Leading hands in charge of more than 10 employ	10.3	week	48.10	49.50	51.00	52.50
Special Rates						
- Window Cleaning	10.4(a)	day	5.30	5.46	5.62	5.79
- High Cleaning 9m	10.4(b)	hour	0.41	0.42	0.43	0.44
- High Cleaning each additional 9m	10.4(b)	hour	0.41	0.42	0.43	0.44
- Cleaning Grease Traps	10.4(c)	hour	0.53	0.55	0.57	0.59
- Confined Spaces	10.4(d)	hour	0.78	0.80	0.82	0.84
- Orderly - Ambulance Duty	10.4(e)(i)	day	9.96	10.30	10.60	10.90
- with St Johns certificate	10.4(e)(ii)	week	10.10	10.40	10.70	11.00
- with St Johns voucher	10.4(e)(iii)	week	12.70	13.10	13.50	13.90
- with St Johns medallion	10.4(e)(iv)	week	15.00	15.50	16.00	16.50
Security Mental Health Unit	10.6	shift	4.56	4.70	4.84	4.99
Security Officer	10.7	p.a.	960.00	989.00	1019.00	1050.00
Post Mortem & Dirty Body	10.11	body	30.20	31.10	32.00	33.00

Schedule/Allowance	Clause	Frequency	RATES	RATES	RATES	RATES
			EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
			20.8.09	19.08.10	18.08.11	16.08.12
			\$	\$	\$	\$
<b>Schedule 4 - Health Employees (NTPS) Miscellaneous Workers Union Provisions cont.</b>						
Post Mortem Allowance	10.12(a)	post mortem	11.70	12.10	12.50	12.90
Post Mortem Assistant	10.12(b)	p.a.	386.00	398.00	410.00	422.00
<b>Schedule 5 - General Employees (NTPS) Miscellaneous Workers Union Provisions</b>						
Leading Hands						
- Leading hands in charge of 2 to 10 employees	4.1	week	32.20	33.20	34.20	35.20
- Leading hands in charge of 11 to 20 employees	4.1	week	48.10	49.50	51.00	52.50
- Leading hands in charge of more than 20 employees	4.1	week	61.30	63.10	65.00	67.00
Special Allowances						
- Window Cleaning	4.2(a)	day	5.30	5.46	5.62	5.79
- High Cleaning 9m	4.2(b)	hour	0.41	0.42	0.43	0.44
- High Cleaning each additional 9m	4.2(b)	hour	0.41	0.42	0.43	0.44
- Cleaning Grease Traps	4.2(c)	hour	0.53	0.55	0.57	0.59
- Confined Spaces	4.2(d)	hour	0.78	0.80	0.82	0.84
- Government House Allowance	4.2(e)	p.a.	3,452.00	3556.00	3,663.00	3,773.00
- Dirty Work	4.2(f)	hour	0.54	0.56	0.58	0.60
- Toilet Cleaning	4.2(h)	day	1.46	1.50	1.55	1.60
- Security Officer	4.2(i)	p.a.	960.00	989.00	1,019.00	1,050.00
- Toxic Substances	4.2(j)	week	7.13	7.34	7.56	7.79
<b>Schedule 7 - Transport Workers' (NTPS) Provisions</b>						
Driver/Conductor - on-the-job training	5.1	hour	0.91	0.94	0.97	1.00
Trailer:						
- Motor Drawing Trailer						
- loaded single axle trailer	5.2(a)(i)	day	2.78	2.86	2.95	3.04
- empty single axle trailer	5.2(a)(ii)	day	1.58	1.63	1.68	1.73
- other loaded trailer	5.2(a)(iii)	day	3.49	3.59	3.70	3.81
- other empty trailer	5.2(a)(iv)	day	1.98	2.04	2.10	2.16
- Oil Tractor						
- loaded single axle trailer 1st additional	5.2(b)(i)	day	2.78	2.86	2.95	3.04
- loaded single axle trailer each subsequent	5.2(b)(i)	day	2.36	2.43	2.50	2.58
- empty single axle trailer 1st additional	5.2(b)(i)	day	1.58	1.63	1.68	1.73
- empty single axle trailer each subsequent	5.2(b)(i)	day	1.24	1.28	1.32	1.36
- loaded other trailer 1st additional	5.2(b)(i)	day	3.49	3.59	3.70	3.81
- loaded other trailer each subsequent	5.2(b)(i)	day	3.22	3.32	3.42	3.52
- empty other trailer 1st additional	5.2(b)(i)	day	1.98	2.04	2.10	2.16
- empty other trailer each subsequent	5.2(b)(i)	day	1.78	1.83	1.88	1.94
Driving sanitary vehicle	5.3	week	19.30	19.90	20.50	21.10
Money Handling						
- up to \$20	5.4	week	1.31	1.35	1.39	1.43
- \$21-\$200	5.4	week	2.70	2.78	2.86	2.95
- \$201-\$600	5.4	week	4.70	4.84	4.99	5.14
- \$601-\$1000	5.4	week	6.44	6.63	6.83	7.03
- over \$1000	5.4	week	8.84	9.11	9.38	9.66
<b>Award Free</b>						
Community Language Allowance	Det 13/97	p.a.	801	825	850	876
Instrument Flying Rating Allowance	Det 1052/98	p.a.	5426	5589	5757	5930

## PART C – Expense Related Allowances

Schedule/Allowance	Clause	Frequency	RATES
			EFFECTIVE 01.01.10 \$
<b>Agreement</b>			
Remote Locality Electricity Subsidy	35.1	p.a.	
Basic Entitlement			
Special Category	35.1	p.a.	<b>597.00</b>
Category 1	35.1	p.a.	<b>1194.00</b>
Category 2	35.1	p.a.	<b>1792.00</b>
Category 3	35.1	p.a.	<b>2389.00</b>
Dependant/After-Hours Rate			
Special Category	35.1	p.a.	<b>748.00</b>
Category 1	35.1	p.a.	<b>1493.00</b>
Category 2	35.1	p.a.	<b>2240.00</b>
Category 3	35.1	p.a.	<b>2985.00</b>
<b>Schedule 1 - NTPS (General Conditions of Service) Provisions</b>			
Overtime Meal Allowance	5.3(a)	day	<b>18.60</b>
<b>Schedule 3 - Construction and Maintenance (NTPS) Provisions</b>			
Tool Allowances			
Metal Tradesman	10.3(a)	week	<b>12.40</b>
Bricklayer	10.3(d)	week	<b>16.20</b>
Bridge and Wharf Carpenter	10.3(d)	week	<b>22.60</b>
Carpenter and/or Joiner	10.3(d)	week	<b>22.60</b>
Plasterer	10.3(d)	week	<b>18.60</b>
Painter - Division A - Building Trades	10.3(d)	week	<b>5.65</b>
Plumber	10.3(d)	week	<b>22.60</b>
Other Tradesmen	10.3(d)	week	<b>11.70</b>
Camping Allowance	10.7(b)	day	<b>91.30</b>
<b>Schedule 4 - Health Employees (NTPS) Miscellaneous Workers Union Provisions</b>			
On call			
- night rate	18.2(a)	night	<b>25.10</b>
- day/night rate	18.2(a)	night & day	<b>37.70</b>
<b>Note:</b>			
* The allowances contained in this Schedule will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year.			
* The allowances will not reduce if the Darwin Consumer Price Index is negative.			

## Schedule 12 – Supported Wage System

### 1. Workers Eligible for A Supported Wage

1.1 This clause defines the conditions which will apply to Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

- (a) **Supported Wage System** means the Commonwealth Government System to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in "[Supported Wage System: Guidelines and Assessment Process]".
- (b) **Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (c) **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (d) **Assessment instrument** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

### 2. Eligibility criteria

2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

2.2 The clause does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their current employment.

2.3 This clause does not apply to Employer s in respect of their facility, program, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are receiving or are eligible for a disability support pension, except with respect to an organisation which has received recognition under Section 10 or under Section 12A of the Act, or if a part only has received recognition, that part.

### 3. Supported wage rates

3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according the following schedule, provided that the minimum amount payable shall not be less than \$60 per week:

Assessed capacity (sub-clause (d))	% of prescribed Agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\* Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

#### **4. Assessment of capacity**

- 4.1 For the purpose of establishing the percentage of the rate to be paid to an Employee under this Agreement, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (a) the Employer and where requested by the Employee, a union party to the Agreement, in consultation with the Employee or, if desired by any of these;
  - (b) the Employer and an accredited Assessor from a panel agreed by the Parties to the Agreement and the Employee.

#### **5. Lodgement of assessment instrument**

- 5.1 All assessment instruments under the conditions of this clause, wage to be paid to the Employee, shall be lodged by the Employer with the Registrar of the Industrial Relations Commission.
- 5.2 All assessment instruments shall be agreed and signed by the Parties to the assessment, provided that where a union which is party to the Agreement, is not a party to the assessment, where requested by the Employee it shall be referred to the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

#### **6. Review of assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

## **7. Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

## **8. Workplace adjustment**

An Employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **9. Trial period**

- 9.1 In order for an adequate assessment of the Employee's capacity to be made, an Employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 9.3 The minimum amount payable to the Employee during the trial period shall be no less than \$60 per week.
- 9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 9.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 4. of this Schedule.

## Schedule 13 – Work Life Balance Initiatives

### 1. General

- 1.1 In addition to the principles contained in clause 48 of the Agreement, access to the initiatives set out below must be in accordance with this Attachment.
- 1.2 The provisions of this Attachment do not apply to casual Employees.
- 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.

### 2. Recreation Leave at Half Pay

- 2.1 An Employee may apply to utilise one or more weeks of his/her recreation leave at half pay, in order to double the period of leave.
- 2.2 An Employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- 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 2 weeks of recreation leave over a period of 4 weeks at half pay, all leave entitlements will accrue over the first 2 weeks of leave, as if the Employee was on recreation leave with full pay, and no leave entitlements will accrue over the final 2 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.
- 2.4 A period of recreation leave at half pay does not break continuity of service.
- 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 2 weeks recreation leave over a period of 4 weeks at half pay, service based entitlements (eg: personal leave, long service leave, paid parental leave) will be deferred by 2 weeks. However, as the second half of the period of leave does not exceed 22 days, the entitlement to recreation leave will be unaffected.
- If an Employee utilises 5 weeks recreation leave over a period of 10 weeks at half pay: all service based entitlements other than recreation leave will be deferred by 5 weeks; and the annual entitlement to recreation will be reduced by one twelfth.

### 3. Purchase of Additional Leave (“Purchased Leave”)

#### 3.1 Entitlement to purchased leave

- (a) An Employee who has completed 12 months continuous service may, with approval of the CEO, purchase between one to six weeks additional leave per year with a corresponding reduction in the number of working weeks.

Example:

Additional 6 weeks purchased leave (12 weeks leave in total)

Additional 5 weeks purchased leave (11 weeks leave in total)  
Additional 4 weeks purchased leave (10 weeks leave in total)  
Additional 3 weeks purchased leave (9 weeks leave in total)  
Additional 2 weeks purchased leave (8 weeks leave in total)  
Additional 1 week purchased leave (7 weeks leave in total)

- (b) An Employee cannot access recreation leave at half pay whilst under a purchased leave arrangement.

### 3.2 Method of purchase

- (a) Additional leave must be purchased in advance and must be used within 6 months after payment is completed.
- (b) An Employee purchasing additional leave will pay an amount equal to salary for the additional leave over a 12 month period. Payments will be deducted from the Employee's gross fortnightly salary.

For example, Fred earns an annual gross salary of \$47,006 or \$1802.15 per fortnight. He purchases an additional 4 weeks leave which equates to two fortnightly pays (ie. \$3604.30). Fred's fortnightly deductions over a 12 month period (26 pays) would be:

- \$138.80 for the first deduction; and
- \$138.62 for the remaining 25 deductions.

(Note: DBE payroll is responsible for calculating actual deductions associated with an application for purchased leave).

- (c) The Employee's deductions for purchased leave will be increased in accordance with salary increases applying during the period of the agreement.
- (d) A period shorter than 12 months for purchasing additional leave may be implemented with the CEO's approval.

### 3.3 Administrative

- (a) For the period over which payments are being deducted from an Employee's salary to fund a purchased leave arrangement, compulsory Employer superannuation contributions are calculated on the salary that the Employee was paid:
- (i) prior to purchased leave deductions being made in the case of NTGPASS and CSS Employees; and
  - (ii) after purchased leave deductions being made in the case of Choice of Fund Employees.
- (b) Purchased leave will count as service for all purposes.
- (c) Purchased leave does not attract a leave loading.
- (d) Before accessing the additional leave an Employee who has purchased additional leave will be required to exhaust all available:
- (i) Recreation leave entitlements; and
  - (ii) Long service leave entitlements, except where the Employee has satisfied the conditions of By-law 8(2A),

provided that such requirement is waived in circumstances where an employee endeavours to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of the Agency.

- (e) If an Employee does not use the purchased leave within the period agreed and leave is not deferred, it will lapse and the Employee will be reimbursed monies paid.
- (f) Purchased leave must be taken in minimum periods of one week.
- (g) A public holiday that falls within a period of purchased leave will extend the period of leave.

#### 3.4 Independent Advice

Prior to entering into or ceasing a purchased leave arrangement an Employee must be advised to seek, at his/her own expense, independent advice regarding:

- (a) his/her financial situation;
- (b) the potential impact on taxation; and
- (c) the potential impact on superannuation.

#### 3.5 Application

To access purchased leave an Employee must complete the standard purchased leave application form, which requires the Employee to provide the following information:

- (a) details of the Employee and the workplace;
- (b) duration of the purchased leave arrangement;
- (c) dates for the purchased leave to be taken; and
- (d) to assist in the CEO's consideration of the application ideas (if any) that the Employee has on how the purchased leave arrangement could be accommodated in the workplace.

#### 3.6 Agreement

- (a) A purchased leave agreement must be in writing and, as a minimum, must include:
  - (i) details of the Employee and the workplace;
  - (ii) duration of the arrangement;
  - (iii) dates for the purchased leave to be taken;
  - (iv) a declaration that the Employee has been advised to seek financial advice regarding the arrangement;
  - (v) calculations used to determine salary deductions;
  - (vi) details of the right of return to the pre-existing employment arrangement;
  - (vii) other matters the CEO deems relevant to the arrangement; and
  - (viii) signatures of the Employee and CEO.

- (b) A purchased leave agreement is non-renewable. On the expiry of an existing agreement, the Employee may lodge a new application for approval by the CEO.

### 3.7 Cessation of purchased leave

- (a) A purchased leave arrangement may cease in the following ways:
  - (i) At the request of the Employee on the giving of 4 weeks written notice to the CEO, provided that approval of the request is at the discretion of the CEO, based on operational and other relevant considerations.
  - (ii) At the initiative of the CEO, on the giving of 3 months written notice to the Employee, along with reasons for the cessation.
  - (iii) The Employee ceases employment with the NTPS.
  - (iv) The Employee moves to a new work area within the Agency, or to another Agency (unless the new work area or Agency agrees to continue the arrangement).
- (b) Where a purchased leave arrangement ceases in accordance with paragraph (a), the Employee will be reimbursed a lump sum payment of monies paid within 2 months of the date of cessation, provided that where the Employee has already commenced the period of purchased leave, he or she will be reimbursed monies paid on a pro-rata basis, in accordance with the portion of monies relating to the unused period of leave.

## 4. Extended Leave Scheme

### 4.1 General principles

- (a) This scheme allows for 5 year agreements, comprising 4 years of work, followed by 1 year of extended leave.
- (b) Salary is reduced to 80% for 4 years to pay for the 1 year of extended leave.
- (c) The extended leave may only be taken in the 5th year.

### 4.2 Administrative

- (a) During extended leave arrangement, compulsory Employer superannuation contributions are calculated on the Employee's reduced salary (ie: 80% of the salary that the Employee would be paid if he or she had not entered the extended leave arrangement).
- (b) Extended leave will not break continuity of service.
- (c) Extended leave will count as service for all purposes.
- (d) Extended leave will not attract a leave loading.
- (e) The Employee's deductions for extended leave will be increased in accordance with salary increases applying during the period of the agreement.
- (f) A public holiday that falls within a period of extended leave will not extend the period of the leave.

#### 4.3 Independent Advice

Prior to entering into or ceasing an extended leave arrangement an Employee must be advised to seek, at his/her own expense, independent advice regarding:

- (a) his/her financial situation;
- (b) the potential impact on taxation; and
- (c) the potential impact on superannuation.

#### 4.4 Application

To access extended leave an Employee must complete the standard extended leave application form, which requires the Employee to provide the following information:

- (a) details of the Employee and the workplace;
- (b) duration of the extended leave arrangement; and
- (c) dates for the extended leave to be taken.

#### 4.5 Agreement

- (a) An extended leave agreement must be in writing and, as a minimum, must include:
  - (i) details of the Employee and the workplace;
  - (ii) duration of the extended leave arrangement;
  - (iii) dates for the extended leave to be taken;
  - (iv) a declaration that the Employee has been advised to seek financial advice regarding the arrangement;
  - (v) calculations used to determine salary deductions;
  - (vi) details of the right of return to the pre-existing employment arrangements;
  - (vii) other matters deemed relevant to the arrangements; and
  - (viii) signatures of the Employee and CEO.
- (b) An extended leave agreement is non-renewable. On the expiry of an existing agreement, the Employee may lodge a new application for approval by the CEO.

#### 4.6 Cessation of extended leave

- (a) An extended leave arrangement may cease in the following ways:
  - (i) At the request of the Employee on the giving of 3 months written notice to the CEO, provided that approval of the request is at the discretion of the CEO, based on operational and other relevant considerations.
  - (ii) At the initiative of the CEO, on the giving of 3 months written notice to the Employee, along with reasons for the cessation.

- (iii) The Employee ceases employment with the NTPS.
  - (iv) The Employee moves to a new work area within the Agency, or to another Agency (unless the new work area or Agency agrees to continue the arrangement).
- (b) Where an extended leave arrangement ceases in accordance with paragraph (a), the Employee will be reimbursed a lump sum payment of monies paid within 2 months of the date of cessation, provided that where the Employee has already commenced the period of extended leave, he or she will be reimbursed monies paid on a pro-rata basis, in accordance with the portion of monies relating to the unused period of leave.

## UNDERTAKING

WHEREAS:

- A. The Commissioner for Public Employment, Northern Territory Government has (**Employer**) applied to Fair Work Australia (**FWA**) pursuant to s.185 of the *Fair Work Act 2009 (Act)* for approval of an enterprise agreement to be known as the *Northern Territory Public Sector 2010-2013 Enterprise Agreement (Agreement)*.
- B. FWA has a concern that the Agreement does not meet the requirement set out in s.186(6)(a)(ii) of the Act and has sought this undertaking pursuant to s.190 as meeting that concern so that the Agreement may be approved.

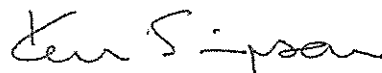
PURSUANT to s.190 of the Act, the Employer hereby undertakes to Fair Work Australia it:

1. Notwithstanding clause 15.1(b) of the Agreement, it will do all things necessary to permit disputes in relation to the National Employment Standards to be dealt with through the dispute resolution procedure in the Agreement.
2. The Employer will ensure that a copy of this undertaking is made available to all employees covered by the Agreement and will attach it to any copy of the Agreement provided to employees or made available in the workplace.

Date:

6/12/2010

Signed:



Name:

KEN SIMPSON

Work Address:

LEVEL 4, HARBOURVIEW PLAZA, 8 McMINN ST,  
DARWIN, NT 0800

Position/Capacity:

COMMISSIONER FOR PUBLIC EMPLOYMENT

(A person duly authorised to give this undertaking on behalf of the Employer)