

Northern Territory Public Sector Bargaining Policy 2021-2024

1. Purpose

The purpose of the Northern Territory Public Sector (NTPS) Enterprise Bargaining Policy 2021 - 2024 ('the policy') is to establish the Northern Territory Government's ('the Government') bargaining framework for enterprise agreements in the NTPS¹ and consent agreements under Part III of the *Police Administration Act 1978*.

2. Objectives

The objectives of the policy are to:

- (a) support collective bargaining with unions and industrial strategic measures in line with the *Fair Work Act 2009* (Cth) ('the FW Act').
- (b) ensure costs arising from bargaining outcomes are maintained within the Government's fiscal parameters.
- (c) support the Government's strategic objectives and the strategic business objectives of agencies.
- (d) maintain fair and reasonable terms and conditions of employment.

3. Application of the Policy

The policy applies to:

- (a) all NTPS employees within the meaning of the *Public Sector Employment and Management Act 1993* (excluding executive contract officers), and
- (b) all members of the Northern Territory Police Force below the rank of Commander.

In this policy, enterprise agreements made under the FW Act and consent agreements made under the *Police Administration Act 1978* are collectively referred to as 'agreements'.

4. Bargaining Principles

- (a) Bargaining will be conducted in 'good faith' in line with the FW Act.
- (b) Collective bargaining with the union(s) representing employees is the preferred mode of bargaining in the NTPS.
- (c) The Commissioner for Public Employment and Chief Executive Officers (CEOs) will engage union representatives and NTPS employees productively and positively during the bargaining process and will be open and transparent about their bargaining position.

¹ For the purposes of this Policy, the NT Public Sector includes the Power and Water Corporation, Territory Generation and Jacana Energy.

- (d) Formal offers for new agreements should be made prior to the agreements nominal expiry date unless otherwise agreed.
- (e) Unions will be encouraged to submit their claims on (or before) the commencement of bargaining.
- (f) Agreement outcomes will provide the following:
 - (i) a \$1000 lump sum payment as soon as practicable:
 - A. after the new agreement has been approved by the Fair Work Commission; and then
 - B. 12 months after the expiry of the previous agreement; and
 - C. annually thereafter during the term of the agreement.
 - (ii) the \$1000 payment will apply to employees who may have been on unpaid parental leave or personal leave during the 12 month period prior to a payment date.
 - (iii) no net increases to salaries and allowances for the term of agreements during the 2021 to 2024 period, except in accordance with sub-clause f(i) above.
 - (iv) Cost savings that arise through negotiations and can be achieved during the term of the agreement must be approved by the Budget Review Sub-committee of Cabinet and may be used to offset additional costs or new conditions.
 - (v) not contain matters of policy or procedure that are better served at the agency level.
 - (vi) provide for a common core of NTPS conditions of employment (e.g. leave, superannuation, redundancy, hours of work, change management provisions) across the service, and
 - (vii) emphasise flexibility in employment arrangements that benefit both the employer and the employee.
- (g) There is a commitment to work with unions and CEOs to promote access to flexible working arrangements, domestic and family violence leave and foster and kinship carer leave. Such provisions will help employees to balance their personal lives with their work responsibilities.
- (h) Offers for new agreements apply to employees who are employed at the time an agreement commences operation in accordance with s54(1) of the FW Act.
- (i) To achieve certainty, agreements will ideally be for as long as possible as allowed under the FW Act (that is four years).

5. No extra claims provision

All wages, conditions and efficiency measures will be settled in the bargaining process and, where appropriate, reflected in the enterprise agreement. All agreements must contain a 'no extra claims' clause where the parties agree that they will not make any extra claims in relation to the employee terms and conditions of employment in operation for the period of the Agreement.