

Northern Territory Public Sector Teachers and Assistant Teachers' 2017-2021 Enterprise Agreement

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement will be called the Northern Territory Public Sector Teachers and Assistant Teachers’ 2017—2021 Enterprise Agreement.

2. Coverage

This Agreement covers:

- (a) the Commissioner for Public Employment for the Northern Territory;
- (b) the employees in the classifications listed in Schedule 7 of this Agreement; and
- (c) the Australian Education Union – Northern Territory Branch.

3. Definitions

3.1 In this Agreement:

- (a) **Agency** means an agency as defined in the PSEM Act;
- (b) **Agreement** means the Northern Territory Public Sector Teachers and Assistant Teachers’ 2017—2021 Enterprise Agreement;
- (c) **Assistant Teacher** means a person of Aboriginal or Torres Strait Islander descent who has been employed to assist in a teaching capacity in an education institution, in a school, a Community Education Centre or a Homeland Learning Centre, which is usually located within an Aboriginal community and employed as such in a classification listed in Schedule 7 of this Agreement;
- (d) **By-laws** means the Public Sector Employment and Management By-laws;
- (e) **CEO** means Chief Executive Officer;
- (f) **Chief Executive Officer** means the Chief Executive Officer of the Department of Education;
- (g) **Classroom Teacher** means an employee with a recognised teaching qualification;
- (h) **Commencement date** means the date seven days after this Agreement is approved by the FWC in accordance with section 54 of the FW Act;
- (i) **Commissioner** means the Commissioner for Public Employment for the Northern Territory;
- (j) **Compulsory Transferee** means an employee who was compulsorily transferred to:
 - (i) the Northern Territory Public Service from:

- A. the Commonwealth Public Service; or
 - B. the former Northern Territory Public Service;
- under the provisions of section 38 or 40 of Part IV of the *Public Service Act 1976*; or
- (ii) the Northern Territory Teaching Service from the Commonwealth Teaching Service; under provisions of section 54 of Part IV of the *Teaching Service Act 1981*;
- (k) **Continuity of Service** means the period for which an employee has performed duty including approved periods of paid leave and periods of unpaid leave which have been specified as counting as service for all purposes. It does not include unauthorised absences;
 - (l) **Department** means the Department of Education;
 - (m) **Dependent** or **Dependents** in relation to an employee means, unless otherwise specified in a clause or schedule to this Agreement:
 - (i) the spouse (including de facto partner) of the employee; or
 - (ii) a child or parent of the employee, or of the spouse (including de facto partner) of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee; and
 - (iii) who are not in receipt of income from any other source exceeding the weekly minimum adult wage as determined by the Commissioner;
 - (n) **Determination** means an instrument issued by the Commissioner pursuant to section 14 of the PSEM Act;
 - (o) **Education Consultative Committee** means the committee established in Schedule 3;
 - (p) **Employee** or **Employees** means an employee of the Northern Territory Public Sector employed under the PSEM Act and holding a classification as specified in Schedule 7;
 - (q) **Employer** means the Commissioner for Public Employment;
 - (r) **Employment Instruction** means rules made by the Commissioner in accordance with section 16 of the PSEM Act;
 - (s) **Expense-Related Allowance** means an allowance paid to an employee to offset costs incurred in the course of an employee's duties;
 - (t) **FW Act** means the *Fair Work Act 2009* and the Fair Work Regulations 2009 as amended from time to time depending on the context;

- (u) **FWC** means Fair Work Commission;
- (v) **Income-Related Allowance** means an allowance paid to an employee as part of the employee's salary;
- (w) **Non-Term Time (School Vacations)** means the three gazetted term breaks during the period from and including the first day of teaching for the school year to the last day of teaching before schools close for the Christmas vacation period; unless subject to a variation to working arrangement for groups of employees as set out in clause 17;
- (x) **National Employment Standards** is a reference to the statutory minimum employment standards that apply to the employment of employees, which cannot be displaced in an enterprise agreement that are provided in Part 2-2 of Chapter 2 of the FW Act;
- (y) **NES** means the national employment standards;
- (z) **NTPS** means the Northern Territory Public Sector;
- (aa) **Office Based Conditions** means terms and conditions associated with an employee who holds a classification listed in Schedule 7 and who does not work in a teaching capacity and is not normally based in a school environment;
- (bb) **One years post-training experience** for the purposes of clause 1.1— Classification description—Assistant Teacher and Classroom Teacher in Schedule 1 and is the equivalent of 195 teaching days;
- (cc) **Parties** means the parties listed in clause 2;
- (dd) **PSCC** means the Public Sector Consultative Council established under section 64 of the PSEM Act;
- (ee) **PSEM Act** means the *Public Sector Employment and Management Act* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations, as varied from time to time, made under that Act;
- (ff) **Relief Teacher** means a teacher employed on a casual basis, as prescribed in clause 65, who is engaged as and when required to perform general teaching duties;
- (gg) **School Based Conditions** means terms and conditions associated with an employee engaged in a teaching capacity in a school environment;
- (hh) **Stand Down** means those periods of non-term time when schools are otherwise not open to accept students; and employees are not required to attend the workplace; or have not been directed to use their accrued recreation leave; subject to the needs of the employer with regards to professional development, student free days and other activities that would require employees to attend the workplace;

- (ii) **Senior Teacher** means a teacher in a promotion position which includes educational administration duties in a classification set out in Schedule 7;
- (jj) **Teachers** means Classroom Teachers (CT levels 1 to 9) and Senior Teachers (ST levels 1 to 8) who perform teaching and learning support and education related tasks in schools and education offices;
- (kk) **Teaching Capacity** means employees employed in schools who have a teaching load, who work with students and who are responsible for the delivery of an educational program and the assessment of individual student progress and associated school reports required as part that program;
- (ll) **TRG** means the agreed publication *Teacher Responsibilities: A Guide for Teachers and School Leaders in NT Government Schools 2012* as varied from time to time;
- (mm) **Union** means the Australian Education Union – Northern Territory Branch;
- (nn) **Union Representative** means an employee either elected by the members of the Union in the employee’s workplace as a representative of the Union; or an employee appointed by the Union as a representative.

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

4. Period of Operation

4.1 This Agreement will come into operation on the commencement date.

4.2 The nominal expiry date of this Agreement will be 11 October 2021.

5. Operation of Schedules

5.1 This Agreement is a comprehensive agreement and expressly includes all former award terms and conditions that the parties intend to continue to apply. All other award terms and conditions are excluded.

5.2 Schedule 1 of this Agreement contains classifications and classification descriptions from the Northern Territory Public Sector Enterprise Award 2016 [MA000151 PR582044] with modification. All applicable terms and conditions from that award that continue to apply have been incorporated into the relevant sections of this Agreement. Schedule 1 applies to the Union and all employees covered by the award along with any new employees employed in the classifications specified in Schedule 7 of this Agreement.

5.3 In the event of any inconsistency between them, the terms and conditions of Parts 1 to 4 and Schedule 2 to Schedule 7 of this Agreement will prevail over the terms and conditions of Schedule 1.

6. Variation of the Public Sector Employment and Management Act

- 6.1 The parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment.
- 6.2 This Agreement will be read in conjunction with the PSEM Act and will prevail over the PSEM Act to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.
- 6.3 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws and Determinations will not be unilaterally varied without consultation with the affected parties prior to the formalisation of an amendment.
- 6.4 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

7. No Extra Claims

- 7.1 This Agreement constitutes a final settlement of the parties' claims, and together with the PSEM Act, is intended to set out, or set out processes for determining, all the terms and conditions of employment of the employees who will be subject to this Agreement, until its expiry.
- 7.2 The parties agree that they will not make any extra claims in relation to employee terms and conditions of employment in operation for the period of this Agreement.

8. Negotiations for a Replacement Agreement

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

9. Objectives of the Agreement

- 9.1 The parties recognise that it is essential to achieve a spirit of trust and cooperation between the agency, teachers and the Union.
- 9.2 The parties agree that continuous improvement strategies will contribute to the efficiency and productivity of the NTPS and it is the intention of the parties to build upon and enhance the human resource reforms contained in the PSEM Act through:
- (a) building upon and enhancing the initiatives and improvements contained in the Northern Territory Public Sector Teacher and Educator 2014—2017 Enterprise Agreement;
 - (b) improving flexibility in working arrangements;
 - (c) improving access to management professional learning programs;
 - (d) improving career pathways for employees; and
 - (e) other programs of continuous improvement.

- 9.3 The parties acknowledge the need to jointly examine and consider all options when pursuing improvement strategies to make sure there are educationally sound, cost effective and productive outcomes.
- 9.4 The parties acknowledge that the strength of the teaching profession lies in teachers playing a role in:
- (a) making sure that teachers observe the Code of Conduct and the requirement for Appropriate Workplace Behaviour, as prescribed at Employment Instructions 12 and 13, respectively;
 - (b) monitoring and supporting new entrants to the profession;
 - (c) making sure that the skills, knowledge and expertise of educators contribute to the development and enhancement of professional standards;
 - (d) determining the suitability of peers to advance within the profession;
 - (e) delivering an inclusive, culturally appropriate and non-discriminatory curriculum for all students;
 - (f) supporting students to learn and develop personally as valuable, functioning members of society; and
 - (g) making sure that teaching and learning occurs within a safe, healthy and caring environment.
- 9.5 The parties will positively promote the teaching profession.
- 9.6 An objective of this Agreement is to enable employees to balance their work and family commitments.

10. Commitment of the Parties

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

- (a) Employees are committed to the introduction and implementation of the policies of the government of the day, including educational policies that give effect to:
 - (i) the decisions of the Council of Australian Governments;
 - (ii) national partnership agreements;
 - (iii) the national curriculum;
- (b) the core business of education in the Northern Territory is to deliver high quality and relevant student learning;

- (c) schools should provide a safe, non-threatening environment that is conducive to teaching and learning and which encourages improved student participation and attendance;
- (d) all possible education resources should be directed to schools and centres of learning to enhance student learning outcomes;
- (e) all education infrastructure and allied Departmental services are in place to support schools and centres of learning;
- (f) the structure and culture of the education system in the Northern Territory encourages and values the education of students and the work of teachers;
- (g) parents are essential partners in education; and
- (h) teachers have input into decision-making processes in their workplaces.

11. Productivity and Efficiency

- 11.1 The skills, energy and cooperation of employees and their contribution to productivity, increased quality and efficiency are recognised by this Agreement.
- 11.2 It is also recognised that this Agreement was negotiated in the context of productivity improvements arising from the Northern Territory Public Sector Teacher and Educator 2014—2017 Enterprise Agreement.
- 11.3 This Agreement takes into account actual agency and industry changes and productivity improvements and further improvements expected during the term of this Agreement.
- 11.4 Without in any way limiting the scope of matters which will be taken into account in this process, the following are agreed as key factors in the performance of the agency:
 - (a) achieving organisational strategic goals and objectives;
 - (b) cooperation with and active participation in change processes;
 - (c) increased skill levels arising from training and professional learning;
 - (d) ongoing improvements to the quality and quantity of services;
 - (e) more flexible working arrangements;
 - (f) a commitment to redeployment and retraining in lieu of involuntary redundancies;
 - (g) improved access to training in the use of new technologies;
 - (h) improved communications, work practices and effective use of professional standards; and
 - (i) updated program evaluation criteria.

12. Dispute Settlement Procedures

12.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.

- (a) Subject to clause 12.1(b) this clause sets out procedures to settle a dispute that relates to:
 - (i) a matter arising under this Agreement; or
 - (ii) the National Employment Standards.
- (b) This clause does not apply in relation to disputes about:
 - (i) refusals for requests for flexible work arrangements on reasonable business grounds under clauses 36.19(b) and 46.4 of the Agreement and section 65(5) of the FW Act; or
 - (ii) refusals for requests for extended parental leave on reasonable business grounds under clause 36.20 of the Agreement and section 76(4) of the FW Act.
- (c) An employee who has a grievance about matters referred to in clause 12.1(b) can utilise section 59 of the PSEM Act.
- (d) In the event of a dispute about:
 - (i) a By-law issued under the PSEM Act; or
 - (ii) Employment Instruction 1 (filling of vacancies) in relation to the permanency project referenced in clause 15; or
 - (iii) the application of the TRG

then clauses 12.3 and 12.4 will apply.

12.2 General

- (a) 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.
- (b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (c) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, prior to the dispute arising, provided that this does not apply to employees who have reasonable concerns about imminent risk to their health and safety, have advised the CEO of this concern and have not unreasonably failed to comply with a direction by the CEO

to perform other available work that is safe and appropriate for the employee to perform.

- (d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.
- (e) Any decision or direction the FWC makes in relation to the dispute will be in writing.
- (f) Subject to the right of appeal under clause 12.5(d) any direction or decision of the FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties.
- (g) A dispute being dealt with in accordance with the Northern Territory Public Sector Teacher and Educator 2014—2017 Enterprise Agreement or the NES that remains unresolved at the commencement of this Agreement will continue to apply as if those terms formed part of this Agreement.

12.3 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 employees will refer the matter to their immediate supervisor for resolution, who may request that the employees provide written details of the matter, provided that where the dispute concerns alleged actions of the immediate supervisor, the employees may bypass this step.
 - (ii) If the matter cannot be resolved under clause 12.3(a)(i) above, it will be referred in writing to the relevant manager for resolution.
 - (iii) If the matter cannot be resolved under clause 12.3(a)(ii) above, it will be referred in writing to the CEO for resolution.
 - (iv) If the matter cannot be resolved under clause 12.3(a)(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 clause 12.3(a) will begin within 48 hours of, and be completed within five working days of the referral relating to that particular stage.

12.4 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 12.3, any party may refer the dispute to FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 12.2 and 12.3 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 the FWC will be regarded as completed when:
 - (i) the parties have reached agreement on the settlement of the dispute;
or
 - (ii) the member of FWC conducting the conciliation has either of their own motion or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

12.5 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.
- (c) Subject to clause 12.5(d) the determination of the FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.

PART 2 – PROCEDURAL MATTERS

13. Consultative Committees

- 13.1 In relation to matters of general interest to the NTPS, the parties to this Agreement agree to utilise the PSCC established under the PSEM Act.
- 13.2 In relation to workplace issues, the CEO will establish a consultative committee as a forum for consultation.
- 13.3 The functions of the consultative committee established in clause 13.2 are set out in Schedule 3.
- 13.4 In workplaces with more than 10 employees a principal or manager may establish a workplace consultative committee to provide a consultation mechanism for matters that are covered by this Agreement that have not been able to be resolved through other mechanisms such as a general staff meeting.
- 13.5 The principal or manager may establish the workplace consultative committee on:
 - (a) his or her own initiative; or
 - (b) a request from an employee.

- 13.6 The purpose of the workplace consultative committee is to provide a forum to assist principals or managers and employees to develop an effective resolution of workplace issues in a collaborative manner.

14. Management of Change

- 14.1 This clause applies if the CEO:

- (a) has developed a proposal for major change to production, program, organisation, structure or technology in relation to their agency that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster pattern or ordinary hours of work of employees.

Notification and Representation

- 14.2 For a proposed major change or changes to regular roster pattern or ordinary hours of work referred to in clause 14.1:

- (a) the CEO must notify and consult the relevant employees and their Unions of the proposal to introduce the major change; and
- (b) clauses 14.3 to 14.9 apply.

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

- 14.4 If:

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

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

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

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the CEO's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration to regular roster pattern or arrangements, ordinary hours and/or hours of work; or

- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Consultation

- 14.6 As soon as practicable after proposing to introduce the change, the CEO must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) provide to the relevant employees:
 - (i) as far as practicable, all relevant information to employees about proposed changes or decisions or other matters that will impact on them; and
 - (ii) information about any other matters that the CEO reasonably believes are likely to affect the employees.
 - (c) 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. Any impact in relation to family or caring responsibilities of employees will be included;
 - (d) consider the views, comments and suggestions submitted; and
 - (e) advise employees and their representatives of the final decisions, explaining how the views expressed by the employees and their representatives were taken into account.
- 14.7 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 14.8 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 14.9 Following consultation under clause 14.1 after making a final decision a CEO must consult on implementation.

- 14.10 In this clause:

relevant employees means the employees who may be affected by the change referred to in clause 14.1.

15. Security of Employment

- 15.1 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.

- 15.2 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.
- 15.3 Further, the parties recognise the ongoing permanency project to reduce the numbers of fixed period teachers.
- 15.4 In support of the permanency project, during the life of the Agreement:
- (a) the CEO should carefully consider the status of an employee, who has been employed in the same position where:
 - (i) the total period of continued employment is 12 months;
 - (ii) higher duty payments have been authorised in excess of two years; or
 - (iii) casual employment has been utilised on a regular and systematic basis in excess of 12 months;
 - (b) when considering the status of the employee the CEO should also consider, amongst other things, the reasons for fixed period employment, higher duties or casual employment and whether that type of employment is appropriate in the circumstances;
 - (c) the CEO may request the Commissioner to consider directly appointing or promoting the employee utilising the powers of the Commissioner contained in the PSEM Act.

16. Teacher Transfer Framework

- 16.1 An employee may elect to be considered for a transfer between schools through the following pathways:
- (a) school to school;
 - (b) compassionate; and
 - (c) guaranteed teacher transfer (in accordance with the guaranteed rights of transfer for remote teachers as set out in clause 31.1(c)).
- 16.2 The parties agree that the Department is responsible for the management and implementation of policies and procedures related to the application of the teacher transfer framework.
- 16.3 The Department will consult with the Union in relation to significant changes to the policies and procedures associated with the administration of the teacher transfer framework.

17. Variation to Working Arrangements for Groups of Employees

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

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

17.2 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.

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

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

18. Individual Flexible Working Arrangements

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

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

- (d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;
- (e) must not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
- (f) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

18.2 Arrangements are to be in writing and:

- (a) signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- (b) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms;
 - (iv) conditions of the employee's employment as a result of the arrangement; and
 - (v) the period of operation of the arrangement.

18.3 To take effect, the individual flexibility arrangement must be approved by the Commissioner and implemented via a Determination or other appropriate instrument and the CEO must give the employee a copy of the Determination or other appropriate instrument within 14 days of the Commissioner's approval.

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

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

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

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

19. Union Rights

Union Representation

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

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

Union Training Leave

- 19.4 For the purpose of assisting employees to understand their rights and entitlements under the Agreement and improving industrial relations, the CEO will, subject to the provisions of this clause, provide an employee who is an accredited Union representative or nominated employee representative with up to five days paid leave per annum to attend Union training courses conducted by the Union or approved by the Union.
- 19.5 The approval for an employee to attend a training course will be subject to the operational requirements of the Department.
- 19.6 An employee seeking to take training leave under this clause must:
- (a) unless agreed by the CEO, have completed at least 12 months continuous service prior to taking training leave; and
 - (b) have been nominated by the Union to attend the course for which the training leave is sought.
- 19.7 The employee will only be paid for the period of training leave if:
- (a) the employee provides evidence satisfactory to the CEO of the employee's attendance at the course for which training leave was sought; and
 - (b) unless agreed otherwise by the CEO, the CEO has received not less than four weeks written notice of nomination from the Union, setting out the time, dates, content and venues of the course.

- 19.8 Leave granted under this clause will be on ordinary pay.
- 19.9 Leave granted under this clause will count as service for all purposes.

Union Communication with Members

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

- (a) The role of the Union workplace representatives and other elected Union representatives is to be respected and facilitated.

- (b) An employee may have a Union representative to represent the employee in a dispute or significant workplace matter and make representations on behalf of the employee.
- (c) The Department and Union workplace representatives must deal with each other in good faith.
- (d) The rights and obligations of Union workplace representatives will be underpinned by the following principles:
 - (i) workplace representatives will be able to perform their role without any discrimination in their employment;
 - (ii) ability for representatives to represent their members in the workplace (e.g. during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent members generally);
 - (iii) the ability for representatives to have access to paid time to consult with employees;
 - (iv) reasonable access to agency facilities (including telephone; facsimile, photocopying, internet and email facilities, meeting rooms) for the purpose of work as a Union representative;
 - (v) the opportunity to inform staff about Union membership;
 - (vi) the ability to represent employees at an industrial tribunal;
 - (vii) maintenance of the confidentiality of Departmental information as well as information about NTPS employees;
 - (viii) all parties behaving in a professional, productive and ethical manner;
 - (ix) representatives being expected to carry out their normal duties; and
 - (x) the ability for an official to ‘walk around’ a workplace to hold individual discussion contingent on the nature of the work being performed in the workplace subject to discussion with and prior approval of the CEO. Approval for ‘walk around’ will not be unreasonably withheld.

PART 3 – GENERAL EMPLOYMENT CONDITIONS

20. Classifications, Salaries and Allowances

- 20.1 Classifications, salaries and allowances for the term of this Agreement are as specified in Schedule 7.

20.2 Rates of pay for all classifications in this Agreement will be increased as set out below:

- (a) 2.5% effective from the first pay period to commence on or after 11 October 2017
- (b) 2.5% effective from the first pay period to commence on or after 11 October 2018;
- (c) 2.5% effective from the first pay period to commence on or after 11 October 2019; and
- (d) 2.5% effective from the first pay period to commence on or after 11 October 2020.

20.3 Adjustment of Allowances

- (a) Expense-related allowances contained in this Agreement will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year; subject to allowances not being reduced if the Darwin Consumer Price Index is negative.
- (b) Income-related allowances contained in this Agreement will be adjusted in accordance with salary increases in this Agreement; or as otherwise determined in the relevant provision.

21. Increments

21.1 General Provisions

- (a) Subject to clauses 21.2 and 21.3, employees will be entitled to increments within the scale of salary for their substantive designation after completing 12 months service, continuous or broken.
- (b) A second or subsequent increment will not be payable unless the previous increment has been received for a period of 12 months.
- (c) The parties agree that an annual increment for teachers will only be withheld as an outcome of inability or discipline procedures undertaken in accordance with the PSEM Act.
- (d) The Rapid Incremental Progression system will continue to operate. The guidelines for this scheme are included at Schedule 5.

21.2 Assistant Teachers

- (a) Assistant Teacher classifications and qualifications will be determined by the following criteria:
 - (i) Assistant Teacher Level 1 recognises prior learning in Australian Indigenous Languages and Culture.

- (ii) An Assistant Teacher Level 1 will advance to Assistant Teacher Level 2 after successfully completing the Certificate III in Education Support or an equivalent qualification recognised by the CEO, or four years continuous service.
 - A. Service for the purpose of clause 21.2(a)(ii) will be deemed to be continuous if a break in service does not exceed one school semester plus associated stand down/leave periods.
- (iii) An Assistant Teacher Level 2 will advance to Assistant Teacher Level 3 after successfully completing the Certificate IV in Education Support or an equivalent qualification recognised by the CEO.
- (iv) An Assistant Teacher Level 3 will advance to Assistant Teacher Level 4 after successfully completing the Diploma in Education Support or an equivalent qualification recognised by the CEO.
- (v) An Assistant Teacher Level 4 will advance to Assistant Teacher Level 5 after successfully completing the Advanced Diploma in Education Support or an equivalent qualification recognised by the CEO.

21.3 Progression from Classroom Teacher 5 to Classroom Teacher 6

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

22. Highly Accomplished and Lead Teacher

- 22.1 Highly Accomplished and Lead Teachers are certified through a national process, applied by the certifying authorities in each participating state or territory.
- 22.2 Certification recognises and promotes the development of collaborative learning professionals who strive to continually reflect upon and improve their practice. Certification supports teachers to explore their practice at the Highly Accomplished or Lead career stage of the Australian Professional Standards for Teachers.
- 22.3 Certification of Highly Accomplished and Lead teachers has three purposes:
 - (a) recognise and promote quality teaching;
 - (b) provide an opportunity for teachers to reflect on their practice; and
 - (c) provide a reliable indication of quality teaching that can be used to identify, recognise and/or reward Highly Accomplished and Lead teachers.
- 22.4 A teacher who is certified as a Highly Accomplished or Lead Teacher in line with the Australian Professional Standards for Teachers will be paid in line with the Highly Accomplished or Lead Teacher allowance specified in Schedule 7.
- 22.5 The allowance will be paid on a fortnightly basis and will count as salary for all purposes.

- 22.6 The allowance will only be paid to certified employees who are employed in classroom-based positions in a designated classroom teacher position.
- 22.7 Highly Accomplished Teachers and Lead Teachers may be considered members of the school executive or leadership team.
- 22.8 The Highly Accomplished or Lead Teacher allowance will be temporarily suspended during periods of temporary higher duties or whilst on temporary transfer to a non-classroom-based teaching position.
- 22.9 The Highly Accomplished or Lead Teacher allowance will cease:
- (a) with an employee's ongoing promotion or transfer to a different position, including periods of higher duties outside the classroom; or
 - (b) where certification as a Highly Accomplished or Lead Teacher ceases.
- 22.10 When an employee has requested an extension from the certifying authorities for recertification that extends past the date of certification:
- (a) the allowance will cease until such time that evidence of recertification is provided; and
 - (b) the allowance will not be backdated to cover the period of the extension.

23. Special Allowances

- 23.1 The following allowances will be paid for all purposes of the Schedule at the rates specified in Schedule 7:
- (a) Teacher in a special school;
 - (b) Teacher of special classes;
 - (c) Teacher in charge – one teacher school with primary classes;
 - (d) Principal of area school;
 - (e) The teacher in charge in a pre-school with two or more teachers;
 - (f) The teacher in charge in a pre-school with one teacher.

23.2 Eligibility

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

- (a) **Teacher in a special school** includes those employed in a teaching capacity performing full-time duties at one of the schools listed in Table 1 – Special Schools - clause 7.3.1 in Schedule 7;

- (b) **Teacher in a special school** includes those employed in a teaching capacity performing other than full-time duties for at least one day per week at one of the schools listed in clause 23.2(a) provided that the person will be eligible for an allowance on a pro rata basis;
- (c) **Teacher of special classes** includes teachers and senior teachers performing full-time duties in classes for the deaf, for the blind, within a gaol or remand centres and for designated handicapped children provided that 50% of the children are unable to be integrated for the majority of the time;

Note: a teacher receiving allowances under clauses 23.2(a) or 23.2(b) is not eligible to receive the allowance under clause 23.2(c).

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

23.3 The allowances in clauses 23.1(e) and 23.1(f) will be increased by 50 per cent from the commencement date of this Agreement.

23.4 The increase in the allowance provided in clause 23.3 will be in recognition of the increased administrative workloads for pre-school teachers in charge. However, these workloads will be the subject of a review during the life of this agreement.

24. Higher Duties Allowance

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

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

Note: *The salary level for an Administrative Officer 6 can be found in Schedule 11 of the Northern Territory Public Sector 2017—2021 Enterprise Agreement; as at 10 August 2017 it was \$96,145.*

24.2 For the purpose of this clause:

- (a) Higher duties is defined as temporary performance of the duties of a designation above the substantive designation occupied.
- (b) Higher duties allowance means the difference between the actual salary paid with respect to the substantive designation and the minimum salary point at which the employee would be paid were they to hold the higher duty designation as their substantive designation.
- (c) Substantive designation means the designation to which an employee has been appointed, permanently transferred or permanently promoted.
- (d) An employee may be directed to perform higher duties for which duties the employee shall be paid a higher duties allowance in accordance with clause 24.

24.3 Other conditions

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

24.4 Partial payment of allowance

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

24.5 Payment on leave

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

24.6 Higher Duties Allowance—Executive Principal Level

- (a) An employee who is required to perform all or part of the duties of an Executive Contract Principal role for a minimum of six consecutive working days is eligible to receive a higher duties allowance in accordance with the rates specified in Schedule 7, where:
 - (i) payment of the higher duties allowance will be from the date of commencement of the six-day period until the employee ceases to perform the normal range of duties of the position;

- (ii) the minimum salary of the higher level position is lower than or equal to the employee's current salary:
 - A. the allowance will be calculated by reference to the pay point that first constitutes an increase in salary for the employee; or
 - B. an alternative amount determined and authorised as a percentage of the duties performed, where partial performance is directed.
- (b) The Executive Principal Level will only be used for periods of higher duties of up to 20 weeks or two school terms, whichever is the lesser.
- (c) However, the CEO may approve payment of a single extension of up to 10 weeks beyond the limit in clause 24.6(b) for exceptional circumstances, taking into account the reason for the extension.
- (d) For the avoidance of doubt, extension of the use of Executive Principal Level will not be used as an alternative to the appointment of an employee to an Executive Contract Principal level.
- (e) An employee who is required to perform duties at the Executive Principal Level will be:
 - (i) Required to attend for duty during stand down; and
 - (ii) Able to access recreation leave during stand down subject to operational requirements and available leave credits.
- (f) However access to recreation leave under clause 24.6(e)(ii) will reduce the available recreation leave credits for use during the Christmas vacation period should the higher duties at the Executive Principal Level cease before the commencement of the Christmas vacation period.

25. Special Travel Allowance

25.1 General

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

25.2 Eligibility

- (a) For the purposes of this clause an eligible teacher includes:
 - (i) a teacher whose headquarters is either in Darwin, Alice Springs, Tennant Creek, Nhulunbuy or Katherine and whose principal duty is the provision of advice concerning special education programs at an establishment other than his or her headquarters; or

- (ii) a teacher whose headquarters is a non-urban Aboriginal school whose duties include the provision of educational services at an out-station community; provided that the teacher is absent from his or her headquarters or school while undertaking the duties enumerated in this clause.
- 25.3 For the purposes of this clause a special education program includes a remedial program and programs for the deaf, the disadvantaged, and the handicapped.
- 25.4 Entitlement

An eligible teacher is entitled to travel allowance.
- 25.5 For the purposes of this clause, travel allowance is calculated on the basis of:
 - (a) a special travel allowance of \$15.00 for any single day not involving an overnight absence in which the member is absent from residence or headquarters for 10 or more hours;
 - (b) for overnight travel, an appropriate travel allowance at the rate determined by the Commissioner;
 - (c) where a continuous absence from residence or headquarters extends over a number of days a travel allowance at a rate calculated as an aggregate of the rate prescribed.

26. Northern Territory Allowance

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

27. First Aid Allowance

- 27.1 The Department acknowledges its obligation to provide adequate first aid to students and staff of schools and will encourage employees to obtain first aid certificates.
- 27.2 The Department will reimburse relevant fees to authorised employees for obtaining or renewing approved and recognised first aid qualifications.
- 27.3 First Aid Allowance will be paid fortnightly in accordance with the rates specified in Schedule 7 to those employees who hold a current first aid qualification and who are authorised as a designated first aid officer by the school's principal.
- 27.4 First Aid Allowance will only be paid during school semesters and/or periods of school business.

28. Remote Incentive Allowance

- 28.1 Employees stationed in remote localities will be paid a Remote Incentive Allowance in lieu of the Allowance for Freight on Household Goods under By-law 44 and the Professional Isolation Allowance.
- 28.2 The Remote Incentive Allowance will only be paid to an employee residing and providing service in a remote locality and category as determined by the Commissioner.
- 28.3 Single and dependant rates for the Remote Incentive Allowance for the duration of this Agreement are as specified in Schedule 7.
- 28.4 The Remote Incentive Allowance for the dependant rate is payable only where the employee has recognised dependants, being an employee's spouse or de facto spouse, or children under the age of 18, who:
- (a) permanently reside with the employee; and
 - (b) who are not in receipt of income from any source which is greater than the weekly minimum adult wage as determined by the Commissioner.
- 28.5 The Remote Incentive Allowance will be paid fortnightly in addition to salary and will count as salary for the purposes of taxation and superannuation.
- 28.6 The Remote Incentive Allowance will be paid to part-time employees on a pro rata basis.
- 28.7 The Remote Incentive Allowance is not payable to an employee during periods of unpaid leave.

29. Remote Retention Payment

- 29.1 An employee residing and providing service in a remote locality and category as determined by the Commissioner will be eligible to receive a Remote Retention Payment.
- 29.2 The Remote Retention Payment will be paid in the form of a lump sum at the rates specified in Schedule 7.
- 29.3 An employee is eligible to receive the Remote Retention Payment after the completion of 12 months continuous service in a remote locality ('qualifying service').
- 29.4 For the purposes of clause 29.3, 12 months continuous service means the completion of 40 school weeks within a 12-month period, including all periods of paid leave occurring during that period.
- 29.5 Where an employee provides qualifying service in more than one remote locality, the employee will be paid the rate of the Remote Retention Payment that applies to the locality at the time of the payment.
- 29.6 The Remote Retention Payment does not count as salary for superannuation purposes.

30. End of half semester travel

- 30.1 A teacher or Assistant Teacher permanently stationed at an approved isolated locality is entitled to travel assistance, provided at clause 30.6, at the conclusion of half semester in a school year in accordance with the terms of this clause.
- 30.2 For the purposes of this clause an approved isolated locality in the Northern Territory which is situated more than 90 kilometres by road from Darwin or Alice Springs and which satisfies the following criteria:
- (a) the locality is located in isolation from a centre of significant population;
 - (b) the locality lacks reasonable access by sealed all-weather road to a centre of significant population;
 - (c) the number of people in the locality can be interpreted as contributing to professional and cultural isolation of members located therein.
- 30.3 Where a teacher or Assistant Teacher's spouse is in receipt of fares or benefits from the NTPS the employee will be deemed a teacher or Assistant Teacher without dependents; provided that where a teacher or Assistant Teacher spouse is in receipt of end of half semester travel from the NTPS, one of them must elect to be an employee without dependents for the purpose of this clause.
- 30.4 A schedule of approved isolated localities, in terms of this clause, is provided at Table 2 – Approved Isolated Schools in item 7.4.1 of Schedule 7.
- 30.5 A teacher or Assistant Teacher permanently stationed at an approved isolated locality is entitled to end of half semester travel for the teacher or Assistant Teacher and their dependents as follows:
- (a) in a school year in which the teacher or Assistant Teacher utilises an entitlement under By-law 43 at the conclusion of any one half semester;
 - (b) in a school year in which the teacher or Assistant Teacher does not utilise an entitlement under By-law 43 at the conclusion of any two half semesters.
- 30.6 A teacher or Assistant Teacher entitlement under clause 30.5 will be as follows:
- (a) reimbursement for return economy class travel by commercial air transport for the teacher or Assistant Teacher and the employee's dependents, to Darwin or Alice Springs, whichever is the nearer to the employee's workplace by normal commercial air transport; or
 - (b) reimbursement for return economy class travel by commercial air transport to an alternative mainland centre of significant population for the teacher or Assistant Teacher and the employee's dependents, provided that this travel does not exceed the cost of travel under clause 30.6(a); or
 - (c) where travel is undertaken by road, an allowance for the use of a private vehicle on a specified journey in accordance with the provisions of By-law 43 provided that this allowance does not exceed the cost of travel under clause 30.6(a).

31. Remote Localities – Additional Provisions

31.1 In addition to the remote locality provisions under the PSEM Act, the following incentives will apply to teachers working in remote locations during the term of this Agreement:

- (a) A 100% rental concession will apply to all remote teaching staff residing in Department supplied accommodation across the Northern Territory.
- (b) Part-time teachers will be able to accumulate their pro rata fare out of isolated locality (FOIL) entitlements.
- (c) For Classroom Teachers, guaranteed transfer to Darwin, Palmerston, Alice Springs or Katherine after three years of service in a remote locality.
- (d) Four business days per year separate from emergency leave and subject to normal approval processes, to access services not available in the community.
- (e) Classroom Teachers employed on a temporary basis who accrue an entitlement to a fare out of isolated locality (FOIL) will have access to that FOIL provided that it is used during the period of employment, or that application to use the FOIL is made within 21 days of the expiry date of the employee's contract of employment.

32. Special Study Leave Program

32.1 An employee who performs periods of duty in a remote locality specified in the Remote Locality Provisions Determination issued by the Commissioner for Public Employment, will accumulate credit points towards eligibility for the special study leave program on full pay as specified in the determination, to the extent of:

- (a) one semester, where 20 credit points have been accumulated; or
- (b) two semesters, where 40 credit points have been accumulated.

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

32.3 This agreement notes that the special study leave program is a provision set out through the above Determination and that the Department is responsible for the management and implementation of policy and procedures related to the program.

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

33. Salary Sacrifice

33.1 Salary Sacrifice for Employer Superannuation

Under this Agreement an employee may choose to sacrifice salary for employer superannuation contributions into a complying superannuation fund. The arrangement

is available to all employees and participation is at the discretion of an individual employee. Under the arrangement the following conditions apply:

- (a) An employee who currently has their employer superannuation guarantee contributions paid to a 'Choice of Fund' (employed after 10 August 1999) may salary sacrifice into that 'Choice of Fund' or another complying superannuation fund;
- (b) An employee who currently contributes 6% to Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) may salary sacrifice into the NTGPASS or another complying superannuation fund;
- (c) An employee who currently contributes to the Commonwealth Superannuation Scheme (CSS) is not able to salary sacrifice into that scheme, but can salary sacrifice into a complying superannuation fund;
- (d) While there is no limit to the amount an employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions, will be assessed against the Commonwealth concessional contribution cap relevant to their age.
- (e) The arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly;
- (f) The arrangement does not operate to reduce employer superannuation contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of salary sacrifice arrangements;
- (g) When an employee who is a member of the CSS or NTGPASS enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes shall remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes).

33.2 Salary Sacrifice Packaging

Under this Agreement an employee may choose to enter into salary sacrifice packaging arrangements in compliance with Commonwealth taxation legislation and any rules and regulations imposed by the Australian Taxation Office (ATO) or other relevant authority. These salary sacrifice packaging arrangements meet the full obligations of the employer in relation to salary payments required under this Agreement. Under the arrangement the following conditions shall apply:

- (a) The arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;
- (b) An employee employed on a fixed period contract for less than 12 months may only have access to salary sacrifice packaging with the approval of the CEO;

- (c) Salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes shall be met by the employee;
- (d) An employee shall meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;
- (e) An employee's salary for superannuation purposes and severance and termination payments shall be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement;
and
- (f) An employee shall provide evidence of having obtained or waived his/her right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

34. Fixed Period Employment – Classroom Teacher

- 34.1 The provisions of this clause apply to an employee employed on a fixed period basis with the Department and holding the designation of Classroom Teacher.
- 34.2 All employees will be provided with written advice of their general terms and conditions of employment prior to commencing employment.
- 34.3 On commencement and completion of the fixed period contract of employment with the Department, an employee and dependants is entitled to receive reasonable relocation expenses from and to their usual place of residence within the confines of the Northern Territory.
- 34.4 An employee will receive payment of salary during the school stand down period, subject to the following conditions:
 - (a) The employee's fixed period contract of employment must extend beyond the stand down period; or
 - (b) The employee is offered and accepts a further fixed period contract of employment during the stand down period and the employee commences duty on the first school day of term; or
 - (c) The employee is offered and accepts a further fixed period contract of employment within two weeks of the commencement of the first school day of term and the employee was available to commence duty on that day (in other words, the employee will be deemed to be on leave without pay from the first school day of term until the day the employee commences duty);
 - (d) The stand down period will be deemed to be continuous service where an employee received payment for that period in accordance with this clause.

35. Probation

- 35.1 Subject to clause 35.3, all teachers will undergo a minimum period of probation in accordance with the Department's Probation Policy, as amended from time to time.
- 35.2 Subject to clause 35.4, the CEO may extend a period of probation up to a maximum of a further 12 months if required.
- 35.3 Assistant Teachers will undergo a minimum period of probation of six months in accordance with the Department's Probation Policy'.
- 35.4 The CEO may extend a period of probation for an Assistant Teacher up to a maximum of a further six months if required.

36. Parental Leave

- 36.1 Relationship with By-law, National Employment Standards and other instruments
- (a) This clause sets out all entitlements in relation to parental leave, and replaces all By-law provisions relating to maternity, paternity/partner, and adoption leave.
 - (b) This clause is 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.
- 36.2 Application
- Full-time, part-time and eligible casual employees are entitled to parental leave under this clause if the leave is associated with:
- (a) the birth of a child of the employee or the employee's spouse (includes a child born of a surrogacy arrangement); or
 - (b) the placement of a child with the employee for adoption; and the employee has or will have a responsibility for the care of the child.
- 36.3 Definitions
- For the purpose of this clause:
- (a) **appropriate safe job** means a safe job that has:
 - (i) the same ordinary hours of work as the employee's present position; or
 - (ii) a different number of ordinary hours agreed to by the employee;
 - (b) **child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's spouse;

- (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with an employee;
- (c) **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, or the Northern Territory;
- (d) **day of placement** refers to the adoption of a child and means the earlier of the following days:
 - (i) the day on which the employee first takes custody of the child for the adoption;
 - (ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption;
- (e) **de facto partner** means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and includes a former de facto partner of the employee;
- (f) **eligible casual employee** means a casual employee engaged by the employer on a regular and systemic 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 months break between the two engagements; and
 - C. the length of the two engagements is at least 12 months;
- (g) **employee couple** means a couple who are accessing the benefits of clause 36.14 both of whom are NTPS employees and have completed a minimum of 12 months continuous service and whom are both eligible for paid parental leave whether under primary caregiver parental leave or the partner leave provisions;
- (h) **medical certificate** means a certificate signed by a medical practitioner;
- (i) **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;
- (j) **primary caregiver** means the person who is the primary carer of a newborn or newly adopted child at the time of birth or adoption and who continues to be

the primary carer immediately following birth or day of placement. The primary carer is the person who meets the child’s physical needs more than anyone else. Only one person can be the child’s primary carer. In most cases, the primary carer will be the birth mother of a newborn or the initial primary carer of a newly adopted child;

- (k) **spouse** includes a de facto partner or former spouse.

36.4 General Conditions

- (a) Except where otherwise stated in this clause, parental leave is available to only one parent at a time in a single continuous period.
- (b) Weekends, public holidays, programmed days off and rostered days off are part of parental leave and do not extend the period of leave.
- (c) During a period of parental leave relating to the birth or adoption of a child an employee may require parental leave for the birth or adoption of a subsequent child. An employee can elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.

36.5 Types of Parental Leave

Parental leave entitlements are summarised in the following table:

	Paid Leave	Unpaid Leave	Total	Refer Clause
Primary Caregiver Parental Leave – commences before or from birth or day of placement				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	36.6(b)
At least 12 months and less than 5 years continuous service	14 weeks (or 28 weeks half pay)	142 weeks	156 weeks (3 years)	36.6(c)(i)
5 or more years continuous service	18 weeks (or 36 weeks half pay)	138 weeks	156 weeks (3 years)	36.6(c)(ii)
<i>Pro rata paid primary caregiver parental leave</i>				

	Paid Leave	Unpaid Leave	Total	Refer Clause
5 years continuous service achieved during first 18 weeks of parental leave	14 weeks + pro rata paid leave applicable after reaching 5 years continuous service (up to 4 weeks)	142 weeks minus any pro rata paid leave	156 weeks (3 years)	36.6(c)(iii)
12 months continuous service achieved during first 14 weeks of parental leave	Pro rata paid leave applicable after reaching 12 months continuous service (up to 14 weeks)	52 weeks minus any pro rata paid leave	52 weeks	36.6(d)
Partner Leave				
<i>Up to 8 weeks leave associated with time of birth/adoption (or in separate periods in first 12 months) where employee's partner is primary carer at time of birth/adoption</i>				
Less than 12 months continuous service or eligible casual employee	0	8 weeks	8 weeks	36.7(b)(i)
At least 12 months and less than 5 years continuous service	1 week (or 2 weeks at half pay)	7 weeks	8 weeks	36.7(b)(ii)
5 or more years continuous service	2 weeks (or 4 weeks at half pay)	6 weeks	8 weeks	36.7(b)(iii)
<i>Up to 3 years or 12 months – not primary carer – may commence at a time after birth or day of placement – must end within 3 years or 24 months of birth/adoption (whichever is applicable)</i>				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	36.7(c)(i)
At least 12 months continuous service	0	156 weeks (3 years)	156 weeks (3 years)	36.7(c)(ii)

	Paid Leave	Unpaid Leave	Total	Refer Clause
<i>In relation to Partner Leave an employee with at least 12 months continuous service may be eligible for some paid leave during the three year period. (See clauses 36.7(d) and 36.7(e)).</i>				
Pre-Adoption Leave - All employees (including casuals)	-	2 days	2 days	36.9
Special Maternity Leave	Refer clause 36.10			
Paid no safe job leave - Full-time / part-time employees and eligible casual employees	The 'risk period' as per medical certificate	0	The 'risk period' as per medical certificate	36.13(a)
Unpaid no safe job leave - Casual employees	0	The 'risk period' as per medical certificate	The 'risk period' as per medical certificate	36.13(b)

36.6 Primary Caregiver Parental Leave

- (a) Only one parent can receive primary caregiver parental leave entitlements in respect to the birth or the adoption of their child. An employee cannot receive primary caregiver parental leave entitlements:
- (i) if their spouse is, or will be, the primary caregiver at, and immediately following, the time of the birth or day of placement of their child;
 - (ii) if the employee has taken, or is eligible for, partner leave entitlements under clause 36.7 in relation to their child; or
 - (iii) if they are a casual employee, other than an eligible casual employee.

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

- (b) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, who will be the primary caregiver of their child is entitled to up to 52 weeks unpaid parental leave.
- (c) An employee who has completed at least 12 months continuous service at the time of commencing parental leave and who will be the primary caregiver of their child is entitled to up to three years primary caregiver parental leave, comprising:

- (i) where continuous service completed at the time of commencing parental leave is at least 12 months and less than five years: 14 weeks paid parental leave and 142 weeks unpaid parental leave; or
- (ii) where continuous service completed is five or more years at the time of commencing parental leave: 18 weeks paid parental leave and 138 weeks unpaid parental leave; or
- (iii) where the employee will achieve five years continuous service (the qualifying period) during the first 18 weeks of their parental leave: the first 14 weeks will be paid and the portion of leave (up to 4 weeks) after the end of the qualifying period will be paid. Any remaining balance, up to three years, will be unpaid parental leave.
 - A. The employee is not entitled to receive more than 18 weeks paid parental leave.
 - B. With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 18 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable an employee to access the pro rata paid leave in clause 36.6(c)(iii).

For example, during their primary caregiver parental leave an employee achieves five years continuous service at the end of week 15. The employee is entitled to paid parental leave for the first 14 weeks, unpaid leave in week 15, and three weeks paid leave in weeks 16 to 18. The balance of 139 weeks primary caregiver parental leave available to the employee will be unpaid.

- (d) An employee who will achieve 12 months continuous service (the qualifying period) during the first 14 weeks of their parental leave and who will be the primary caregiver of their child is entitled to up to 52 weeks of parental leave, comprising:
 - (i) unpaid parental leave from commencement of parental leave until the time the employee has achieved 12 months continuous service; and
 - (ii) paid parental leave for any period after the qualifying period and up to 14 weeks from the commencement of parental leave; and
 - (iii) unpaid parental leave, up to 52 weeks, for the remaining balance.
 - (iv) The employee is not entitled to receive more than 14 weeks paid leave.
 - (v) With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 14 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable the employee to access the pro rata paid leave in clause 36.6(d).

For example: During their primary caregiver parental leave an employee achieves 12 months continuous service at the end of week three. The employee is entitled to unpaid parental leave for the first three weeks, 11 weeks paid parental leave in weeks four to 14. The balance of 38 weeks primary caregiver parental leave available to the employee will be unpaid.

- (e) Commencement of Primary Caregiver Parental Leave
 - (i) An employee who is pregnant may commence primary caregiver parental leave at any time within six weeks immediately prior to the expected date of birth of the child. The period of parental leave must commence no later than the date of the birth of the child.
 - (ii) An employee who is adopting a child may commence primary caregiver parental leave at any time in the two weeks before the day of placement.
 - (iii) In all other cases, primary caregiver parental leave commences on the date of birth or day of placement of the child.
- (f) Where an employee's child dies during a period of primary caregiver 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 clause 36.19 apply.
- (g) An employee is not entitled to primary caregiver leave unless the notice and evidence requirements in clause 36.8 have been complied with.

36.7 Partner Leave

- (a) Partner leave is available to an employee who will have a parental responsibility for the care of their child but who is not the primary caregiver. Subject to applicable notice and evidence requirements, an employee may access:
 - (i) up to eight weeks partner leave within the first 12 months of the birth or adoption of their child, taken at the same time employee's spouse may be on leave, which can be taken in one block or broken into separate periods (refer clause 36.7(b)); and
 - (ii) where employee requires a longer period of partner leave, up to 12 months or 3 years depending on the employee's years of continuous service (refer clause 36.7(c)).

Note: The longer period of partner leave must be taken in a single continuous period unless the employee is accessing the combined parental leave provisions.

Eight Weeks Partner Leave

- (b) An employee is entitled to up to 8 weeks partner leave, comprising:

- (i) where continuous service is less than 12 months at the time of commencing partner leave, or an eligible casual employee: eight weeks unpaid partner leave; or
- (ii) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: one week paid partner leave and seven weeks unpaid partner leave; or
- (iii) where continuous service completed is five or more years at the time of commencing partner leave: two weeks paid partner leave and six weeks unpaid partner leave.
- (iv) The eight week partner leave entitlements:
 - A. are an exception to the rule that parental leave is to be available to only one parent at a time in a single continuous period;
 - B. are to be taken in the first 12 months from date of birth or day of placement of the child;
 - C. may commence one week prior to the expected date of birth of the child or the time of placement in the case of adoption. The CEO and employee may agree to alternative arrangements regarding commencement of partner leave;
 - D. can be taken in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise;
 - E. requires the employee to give notice to the CEO at least 10 weeks before first starting the leave, and at least four weeks notice before starting any subsequent period of leave. If that is not practicable, as soon as practicable, which may be a time after the leave has started; and
 - F. the notice must specify the intended start and end dates of the leave.

12 Months or Three Years Partner Leave (Longer Partner Leave)

- (c) An employee is entitled to a period of longer partner leave as follows:
 - (i) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, up to 12 months unpaid parental leave, provided such leave must end within 24 months of the date of birth or day of placement of their child.
 - (ii) An employee with at least 12 months continuous service at the time of commencing parental leave up to three years unpaid parental leave,

- provided such leave must end within three years of the date of birth or day of placement of their child.
- (iii) Partner leave may commence at a date later than the date of birth or day of placement of their child but must not extend beyond specified limits under this clause.
 - (iv) An employee is not entitled to the longer partner leave unless the notice and evidence requirements in clause 36.8 have been complied with.
- (d) An employee, not entitled to Combined Parental Leave in clause 36.14, may be entitled to have a portion of their unpaid longer partner leave under clause 36.7(c)(ii) paid, subject to the following:
- (i) the employee's spouse was the primary caregiver at and immediately following the time of the birth or placement of the child;
 - (ii) the employee's spouse has ceased to be the primary caregiver (e.g. returned to work) before the child is 14 weeks old or within 14 weeks from placement in the case of adoption;
 - A. The reference to '14 weeks' in clause 36.7(d)(ii) to be read as '18 weeks' where an employee has five or more years continuous service at the time of commencing longer partner leave.
 - (iii) as a consequence of the employee's spouse no longer able to be the primary caregiver (eg returning to work), the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child's physical needs more than anyone else;
 - (iv) the notice and evidence requirements for taking longer partner leave in 36.7(d) have been complied with; and
 - (v) the amount of paid leave available is as per clause 36.7(e).
- (e) An employee eligible for paid longer partner leave under clause 36.7(d) may access a period of paid leave as follows:
- (i) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 14 weeks from the birth or placement of the child; or
 - (ii) where continuous service completed is five or more years at the time of commencing partner leave: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 18 weeks from the birth or placement of the child.

For example: An employee's spouse, who is not an NTPS employee, gives birth to a child and is off work for six weeks after the child is born as the primary caregiver. The NTPS employee (the child's other parent) has over five years of continuous service and takes two weeks paid partner leave when the baby is born. When the child is six weeks old the employee's spouse returns to her non-NTPS job and the NTPS employee takes longer partner leave to take over care of the couple's child. NTPS employee would be paid for 12 weeks of the longer partner leave after providing evidence showing that their spouse had ceased to be primary caregiver. This payment covers the period from the seventh to the eighteenth week following the birth of the child.

36.8 Notice and Evidence Requirements

- (a) An employee must give the CEO the following notice and evidence in relation to parental leave under clause 36.6 (primary caregiver) or clause 36.7(c) (longer partner leave):
 - (i) At least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates.
 - (ii) At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the CEO of any changes to the notice provided in clause 36.8(a)(i), unless it is not practicable to do so.
 - A. At this time, the employee must also provide a statutory declaration stating that the employee will become either the primary caregiver (relates to primary caregiver leave) or have a responsibility for the care of the child (relates to partner leave), as applicable, at all times whilst on leave.
 - (iii) The employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstance. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.
- (b) An employee who has given the CEO notice of the taking of parental leave must give the CEO evidence that would satisfy a reasonable person:
 - (i) if the leave is birth-related leave – of the date of birth, or the expected date of birth, of the child; or
 - (ii) if the leave is adoption-related leave – of the day of placement, or the expected day of placement, of the child.
- (c) Without limiting clause 36.8(b), the CEO may require the evidence to be a medical certificate.
- (d) An employee applying for paid partner leave under clauses 36.7(d) and 36.7(e) will be required to provide the CEO with evidence that would satisfy a

reasonable person that the employee's spouse is no longer able to be the primary caregiver of the couple's child.

36.9 Pre-adoption Leave

- (a) This clause applies to employees, eligible casual employees and casual employees.
- (b) An employee seeking to adopt a child is entitled to up to two days unpaid leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
- (c) Such leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.
- (d) An employee must provide the CEO with notice of the taking of leave under this clause as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
- (e) The CEO may require the employee to provide satisfactory evidence supporting the pre-adoption leave.

36.10 Special Maternity Leave

- (a) This clause applies where a pregnant employee, including an eligible casual employee, has not yet commenced parental leave and the employee requires special maternity leave because:
 - (i) the employee has a pregnancy-related illness; or
 - (ii) the employee has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (b) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
- (c) The period of special maternity leave that an employee is entitled to take is such period as a medical practitioner certifies as necessary.
- (d) Special maternity leave must end before the employee starts primary caregiver leave.
- (e) Special maternity leave taken by the employee because the employee has a pregnancy-related illness:
 - (i) will be unpaid;
 - (ii) must end before the employee starts any period of primary caregiver parental leave; and

- (iii) will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.
- (f) Special maternity leave taken by the employee in all other circumstances permitted under this clause will be:
- (i) unpaid if the pregnancy ends more than 20 weeks before the expected date of 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, or is an eligible casual employee, 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 birth, provided the employee has completed 12 months continuous service at the time of commencing leave; or
 - (iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed five years continuous service at the time of commencing leave.
- (g) Where an employee's qualifying period of 12 months continuous service referred to in clause 36.10(f)(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.
- (h) Where an employee's qualifying period of five years continuous service referred to in clause 36.10(f)(iv) ends within 18 weeks of the date on which the employee commenced leave, the first 14 weeks will be paid and any additional leave (up to four weeks) will only apply for that period of the 18 week period commencing after the end of the qualifying period.
- (i) To be entitled to special maternity leave an employee must as soon as is reasonably practicable, give the CEO 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 because of pregnancy-related illness, 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; or
 - (ii) in the case of special maternity leave taken in all other circumstances permitted under this clause, a medical certificate from a medical practitioner stating that:

- A. the employee's pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child; and
- B. the employee will be unfit for work for a stated period.

36.11 Continuing to work while pregnant

- (a) Where an employee continues to work within the six week period immediately prior to the expected date of birth, the employee must provide a medical certificate stating that the employee is fit to work their normal duties.
- (b) The CEO may require the employee to start parental leave if the employee:
 - (i) does not give the CEO the requested medical certificate within seven days after the request; or
 - (ii) within seven days after the request for the certificate, give the CEO a medical certificate stating that the employee is unfit for work.

36.12 Transfer to an Appropriate Safe Job

- (a) Where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in their present work for a stated period (the risk period), the CEO will, if there is an appropriate safe job available and if reasonably practicable, transfer the employee to an appropriate safe job during the risk period.
- (b) An employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until commencement of parental leave.
- (c) During the risk period the employee is entitled to the employee's base rate of pay (for the position the employee was in before the transfer) for the ordinary hours that the employee works in the risk period.
- (d) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

36.13 No Appropriate Safe Job Leave (Paid / Unpaid)

- (a) Paid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

 - (i) the employee is entitled to primary caregiver leave; and
 - (ii) the employee has complied with the notice and evidence requirements of clause 36.8 for taking parental leave;

then the employee is entitled to paid, no appropriate safe job leave for the risk period.

(b) Unpaid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

- (i) the employee is not entitled to primary caregiver leave; and
- (ii) if required by the CEO, the employee has provided a medical certificate certifying of the pregnancy;

then the employee is entitled to unpaid no appropriate safe job leave for the risk period.

36.14 Combined Parental Leave

- (a) An employee couple (as defined in clause 36.3(g)), 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 years from the commencement of the leave.
- (b) Combined Parental Leave is subject to:
 - (i) compliance with all applicable notice and evidence requirements for taking parental leave under this clause;
 - (ii) the eight week partner leave entitlement (where both employees take parental leave at the same time) being used by the employee couple for a maximum of eight weeks and in accordance with partner leave provisions as set out in clause 36.7(b);
 - (iii) the balance of the combined leave being used by the member of the employee couple who has submitted a statutory declaration in which the employee has stated that they will have a responsibility for the care of the child for the total remaining unpaid leave balance;
 - (iv) a maximum of two interchanges of employees sharing the combined parental leave;
 - (v) where an employee couple combine their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, the employee shall be paid at their salary for the period of leave; and
 - (vi) both employees need to apply for and utilise parental leave.

36.15 Parental Leave at Half Pay

- (a) This clause does not apply to paid longer term partner leave under clause 36.7(d).
- (b) An employee who is entitled to paid parental leave may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.
- (c) Where an employee utilises half pay parental leave:
 - (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; and
 - (iii) the maximum period of parental leave will not be extended.

36.16 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.
- (b) Taking other paid leave in conjunction with parental leave:
 - (i) does not break the continuity of the period of parental leave; and
 - (ii) the maximum period of parental leave will not be extended.

36.17 Employment While on Parental Leave

- (a) NTPS employment (other than keeping in touch days)

Where the CEO agrees, an employee on unpaid parental leave may return to duty for any period with the agency, or another agency, to undertake duties for specified periods during the employee's parental leave.
- (b) Keeping in touch days
 - (i) During a period of parental leave an employee may agree to attend the workplace on up to 10 separate occasions (up to one day per occasion) so as to keep in touch with developments in the workplace (for meetings and training etc.) in order to facilitate a return to employment at the end of the period of leave.

- (ii) Payment for keeping in touch days:
 - A. during unpaid leave: an employee will be paid their normal salary for the days (or part days) work is performed; or
 - B. during paid parental leave: an employee will be paid their normal salary for the days (or part days) work is performed and the CEO will authorise the equivalent period of paid parental leave to be re-credited.
- (iii) After considering all the circumstances, including any employment under clause 36.17(a), the CEO may approve an amount of keeping in touch days in excess of 10 days.
- (c) An employee on unpaid parental leave may only engage in outside employment in accordance with the PSEM Act.
- (d) Employment under this clause during a period of parental leave will not:
 - (i) prevent the employee from re-commencing parental leave; or
 - (ii) extend the maximum period of parental leave.

36.18 Consultation and Communication During Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce substantial change at the workplace, the CEO will take reasonable steps to:
 - (i) make information available; and
 - (ii) provide an opportunity for the employee to discuss

any significant effect the change will have on the status, pay, location or responsibility level of the employee's pre-parental leave position.
- (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 clause 36.19(e).

36.19 Returning to Work After a Period of Parental Leave

- (a) An employee who will be, or is, the birth giver and who elects to return to work during the six weeks following the birth of their child must provide a medical certificate stating that the employee is fit for work during that period.
- (b) Returning to work early
 - (i) During the period of parental leave an employee may return to work at any time as agreed between the CEO and the employee.

- (ii) A written application requesting an early return to work must be made at least:
 - A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period of up to 52 weeks; or
 - B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.
- (iii) Responses to the employee's request must be in accordance with clause 36.21.

(c) Returning to work at conclusion of leave

An employee must notify the CEO in writing prior to the expiration of parental leave that the employee intends to return to work. Notice must be given at least:

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

(d) Returning to pre-parental leave position

An employee returning from parental leave is entitled to the position which the employee 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 an appropriate safe job under clause 36.12 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.

(e) Returning to work part-time

- (i) To assist in reconciling work and parental responsibilities, if agreed between the CEO and the employee, the employee may return to work on a part-time basis to care for the child who is of school age or younger, provided that such a request is not made less than eight weeks prior to the date that the employee is due to return to work.
- (ii) Responses to requests will be in accordance with clause 36.21.

36.20 Extend Period of Parental Leave

Note: An employee who has initially taken three years parental leave (i.e. the maximum parental leave entitlement), is not entitled to extend their period of parental leave under this clause.

- (a) In this clause a reference to 'parental leave' means primary caregiver parental leave under clause 36.6 or the longer term partner leave under clause 36.7(c), whichever is applicable.
- (b) If an employee initially requested less than 12 months of parental leave they can extend their leave up to 12 months from time of commencing their leave (e.g. from six months to 12 months). This extension is a right and cannot be refused by the CEO if written notice of at least four weeks is given by the employee before the employee's expected return to work.
- (c) Any further extension (e.g. from 12 months to 18 months; from 12 months to 30 months) is by agreement between the CEO and employee, provided that:
 - (i) employees with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, cannot extend parental leave beyond 24 months after the date of birth or day of placement of their child; or
 - (ii) employees with at least 12 months continuous service at the time of commencing parental leave cannot extend parental leave beyond three years after the date of birth or day of placement of their child.
- (d) If an employee, who is eligible for up to 3 years parental leave, initially requested more than 12 months of parental leave, they can request an extension by giving 12 weeks notice before their expected return to work.
 - (i) If required, an employee may request one more extension up to a total of three years.
 - (ii) An employee cannot extend the period of parental leave beyond three years after the date of birth or day of placement of the child.
- (e) Responses to requests to extend parental leave under this clause will be in accordance with clause 36.21.
- (f) Any additional parental leave granted under this clause will be unpaid.

36.21 CEO's Consideration of Employee's Request

- (a) This clause applies to an employee's request to return to work early (clause 36.19(b)), work part-time (clause 36.19(e)) or extend parental leave (clause 36.20).
- (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 business grounds. Reasonable business grounds include, but are not limited to:

- excessive cost of accommodating the request;
 - that there is no capacity to reorganise work arrangements of other employees to accommodate the request;
 - the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;
 - that there would be significant loss of efficiency or productivity;
 - that there would be a significant negative impact on customer service.
- (c) The employee's request and the CEO's decision in respect of the request must be recorded in writing.

36.22 Replacement Employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- (b) Before a CEO engages a replacement employee the CEO must inform that person:
- (i) of the temporary nature of the employment;
 - (ii) of the return to work rights of the employee who is being replaced; and
 - (iii) of the rights of the CEO to require the employee taking parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

36.23 Effect of Parental Leave on Service

- (a) A period of parental leave does not break an employee's continuity of service.
- (b) Subject to clause 36.23(c), any period of paid parental leave, including paid leave as a result of access to accrued entitlements under clause 36.16 will count as service.
- (c) Where any employee elects to take paid parental leave at half pay in accordance with clause 36.15, only the first one week, two weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.
- (d) Unless otherwise provided in this clause, any period of unpaid parental leave will not count as service.

36.24 Superannuation Contributions During Period of Parental Leave

- (a) This clause applies to an employee who is entitled to at least 14 weeks paid primary caregiver leave and who takes unpaid primary caregiver parental leave during the first 12 months of their parental leave period.
- (b) During the first 12 months of primary caregiver parental leave an employee will continue to receive Employer Superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, on any period of unpaid primary caregiver parental leave taken.
- (c) The maximum amount of employer superannuation contributions provided will be equivalent to the amount of employer superannuation contributions the employee would have received had the employee not been on approved primary caregiver parental leave.

37. Personal Leave

37.1 Relationship with By-laws and Other Instruments

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

37.2 General

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

37.3 Definitions

For the purpose of this clause:

- (a) **child:** see clause 42.3(a);
- (b) **de facto partner:** see clause 42.3(b);
- (c) **immediate family:** see clause 42.3(c);

- (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:** see clause 42.3(d).

37.4 Paid Personal Leave Entitlement

- (a) An ongoing full-time employee is entitled to:
 - (i) three weeks paid personal leave on commencement of employment; and
 - (ii) three weeks paid personal leave on each anniversary of the employee's commencement date subject to 37.4(g).
- (b) A fixed period full-time employee is entitled to:
 - (i) five days paid personal leave on commencement of employment;
 - (ii) up to one week of paid personal leave for each period of two months service provided that the total leave does not exceed three weeks within the first 12 months of service; and
 - (iii) three weeks paid personal leave annually on the anniversary of the employee's commencement date.
- (c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 37.4(a) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.
- (d) A part-time employee is entitled to paid personal leave on a pro rata basis in accordance with the employee's agreed hours of work.
- (e) Casual employees are not entitled to paid personal leave.
- (f) Paid personal leave is cumulative.
- (g) An employee's paid personal leave entitlement will be deferred by any period of:

- (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 37.8;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.
- (h) An employee may elect to access personal leave at half pay where the absence is at least one day.

37.5 Unpaid carer's leave – casual employees

- (a) Casual employees are entitled to two days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clauses 37.7 and 37.8.
- (b) Unpaid carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.
- (c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 37.5(a).

37.6 Additional Personal Leave

Where paid personal leave credits are exhausted:

- (a) Unpaid carer's leave
 - (i) An employee is entitled to access up to two days unpaid carer's leave on each occasion that the employee requires carer's leave.
 - (ii) Carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.
 - (iii) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 37.6(a)(i).
- (b) An employee may apply for and the CEO may grant, after considering all the circumstances:
 - (i) additional personal leave on half pay, which cannot be converted to full pay; or
 - (ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.

- (c) Additional leave utilised under clause 37.6 is subject to the notice and evidence requirements in clauses 37.7 and 37.8.

37.7 Notice Requirements

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

37.8 Documentation Requirements

- (a) An employee must apply for personal leave in the form required by the CEO as soon as it is reasonably practicable for the employee to make the application.
- (b) Subject to clause 37.8(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 37.2(a)(i) (sick leave), an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
 - (i) a medical certificate from a registered health practitioner; or
 - (ii) if it is not reasonably practicable for the employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside outside an urban area or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:
 - A. the reasons why it was not practicable to provide a medical certificate; and
 - B. the reason for and length of the absence.
- (c) Subject to clause 37.8(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 37.2(a)(ii) (carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with:
 - (i) evidence which may include a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires the employee's care or support to the extent that they will not be able to attend for duty; or
 - (ii) other relevant documentary evidence stating the unexpected emergency, and that this unexpected emergency required the employee's care or support;

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

37.9 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of clauses 37.7 and 37.8 and the recreation leave and long service leave provisions, an employee may access paid personal leave during periods of recreation and long service leave.
- (b) Where recreation leave or long service leave had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

37.10 Medical examination at the direction of the CEO

- (a) The CEO may direct an employee to attend an examination by a registered health practitioner where:
 - (i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury;
 - (ii) it is considered that an employee's efficiency may be affected due to illness or injury;
 - (iii) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees or the public; or
 - (iv) under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.
- (b) An employee directed to attend a medical examination in accordance with clause 37.10(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 clause 37.10(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known;

and the grant of sick leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.

- (c) The CEO will not grant sick leave where the employee fails to attend a medical examination without reasonable cause, or where illness or injury is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

37.11 Infectious disease

Where an employee produces documentary evidence that:

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

the CEO may grant

- (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.

37.12 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.

37.13 Personal leave – Workers Compensation

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

38. Recreation Leave

38.1 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.

38.2 Definitions

For the purpose of this clause:

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

38.3 Recreation Leave

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

38.4 Accrual of Leave

- (a) An employee's entitlement to paid recreation leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (b) If an employee takes unpaid leave that does not count as service, leave will not accrue for that period.

Note: An employee who has taken unpaid leave that does count for service will accrue leave for that period.

- (c) A part-time employee will accrue recreation leave on a pro rata basis in accordance with the employee's agreed hours of work.
- (d) An employee who has worked for only part of a year will accrue recreation leave on a pro rata basis in accordance with the employee's ordinary hours of work or, agreed hours of work if a part-time employee.
- (e) Recreation leave accumulates from year to year.

38.5 Granting of Leave

- (a) The CEO may, on application in writing by the employee, other than an employee to whom clause 38.5(b) applies, grant leave for recreation purposes, subject to the agency's operational requirements.
- (b) An employee employed in a teaching capacity in a school will, unless otherwise directed, be deemed to be on recreation leave on and from the first working day succeeding the last day on which the employee's school is open in a calendar year, and the period of leave will be to the limit of available recreation leave credits or to the day preceding the first day on which the school is open in the next calendar year.

38.6 Public Holidays

- (a) Where a public holiday occurs during recreation leave, (including recreation leave at half pay taken under Schedule 6), the employee is entitled to their full rate of pay that the employee would have been paid had the public holiday fallen on a day that the employee was not on recreation leave; and
- (b) The period of the public holiday is not deducted from the employee's recreation leave entitlement.

38.7 Excess Leave

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

38.8 Cash-out of Leave

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

38.9 Cashing-out of leave – School-based employees

- (a) A school-based employee who has a frozen recreation leave credit as the result of working and accruing recreation leave in a non-teaching capacity, and not being able to use that leave prior to commencing their teaching roles may apply, in writing, to the CEO to cash-out their excess leave provided that:
 - (b) the employee's remaining accrued entitlement to paid recreation leave is not less than four weeks;
 - (c) each cashing-out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;
 - (d) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and

- (e) a minimum of five days to be cashed-out on any occasion.

38.10 Illness during Leave

Where an employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 37 (Personal Leave), the CEO may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

38.11 Payment in lieu

- (a) Where an employee ceases employment, other than by death, the employee is entitled to payment in lieu of any available recreation leave entitlement.
- (b) Where an employee dies, or after consideration of all the circumstances the employer has directed that an employee shall be presumed to have died on a particular date, the CEO may authorise payment in lieu of the employee's remaining recreation leave entitlement;
 - (i) to the employee's legal personal representative; or
 - (ii) when authorised by the employee's legal personal representative, to another person or persons at the CEO's discretion.

39. Recreation Leave Loading

39.1 Recreation leave loading entitlement

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

39.2 Payment of recreation leave loading

- (a) An employee who is approved to use at least one week of recreation leave may apply for an accrued recreation leave loading.
- (b) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loading plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.
- (c) Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at clause

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

39.3 Automatic cash-out

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

40. Long Service Leave

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

41. Emergency Leave

- 41.1 An employee will be eligible for the grant of emergency leave in accordance with By-law 15.

42. Compassionate Leave

- 42.1 Relationship with By-laws and other instruments

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

- 42.2 Except where otherwise stated in this clause, this clause does not apply to employees engaged on a casual basis.

- 42.3 Definitions

For the purposes of this clause:

- (a) **child** means birth, an adopted, step, ex-nuptial or adult child;
- (b) **de facto partner** includes a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee;
- (c) **immediate family** means:
 - (i) a spouse, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (ii) child, parent, grandparent, grandchild, or sibling of a spouse of an employee.
- (d) **spouse** means a former spouse, de facto partner and former de facto partner.

42.4 Subject to clauses 42.5 and 42.6, in the event of the death of, or an illness or injury posing a serious threat to the life of an employee's immediate family or household member:

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

42.5 Notice Requirements

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

42.6 Documentation Requirements

CEO may require an employee to produce documentary evidence of the need for compassionate leave.

42.7 In addition to the paid entitlement under clause 42.4, the CEO may grant a period of unpaid compassionate leave once the entitlement to paid leave is exhausted.

43. Use of Emergency Leave in Conjunction with Compassionate Leave

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

44. Domestic and Family Violence

- 44.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic and family violence (including sexual violence). Support measures for employees include leave with pay, flexible work options and access to an Employee Assistance Program (EAP) for domestic and family violence purposes. Additional support may be available to these employees through their agency.
- 44.2 Leave with pay is available to an employee who is experiencing domestic and family violence and who requires time off for reasons including, but not limited to:
- (a) seeking safe accommodation;
 - (b) attending court hearings and police appointments;
 - (c) accessing legal advice;
 - (d) organising alternative care or education arrangements for the employee's children; or
 - (e) other related purposes approved by the CEO.
- 44.3 Domestic and family violence leave is accessed in accordance with By Law 18 – Miscellaneous Leave and is in addition to other leave entitlements. Domestic and family violence leave will count as service for all purposes.
- 44.4 Applications for leave will be dealt with confidentially and sensitively. Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.
- 44.5 Reasonable adjustments should be considered to ensure the individual's safety in the workplace (eg different work locations, removal of phone listing or changes to NTG email addresses).

45. Cultural and Ceremonial Leave

- 45.1 An employee is entitled to up to five days unpaid cultural leave for cultural and ceremonial obligations each 12 months for the purposes of undertaking their cultural or ceremonial obligations for the community or group to which the employee belongs.
- 45.2 The CEO may, on application grant leave subject to clauses 45.4 and 45.5.
- 45.3 The CEO will have regard for an employee's cultural or ceremonial obligations, and may grant a further period of unpaid cultural and ceremonial leave.
- 45.4 Notice Requirements
- (a) An employee must make all reasonable efforts to advise the CEO as soon as reasonably practicable of the period or expected period of the cultural or ceremonial leave.

(b) Notice should minimise the impact on agency operations.

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

45.6 Alternately an employee may access their paid recreation or long service leave entitlements for the purpose of undertaking cultural or ceremonial obligations.

Note: *Access to long service leave entitlements is subject to the minimum period set out in By-law 8.*

46. Work Life Balance

46.1 Work Life Balance Initiatives

(a) The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. The following initiatives may be accessed by employees (except for clause 46.4, this clause does not apply to casual employees):

- (i) use of individual flexibility arrangements as per clause 18;
- (ii) home-based work;
- (iii) job sharing;
- (iv) part-time work;
- (v) career breaks;
- (vi) part-year employment;
- (vii) short term absences for family and community responsibilities.

(b) In addition to the above, the following initiatives in relation to leave may also be accessed by employees to assist in balancing work and life commitments:

- (i) utilisation of recreation leave at half pay;
- (ii) purchase of additional leave;
- (iii) advanced notice of extended leave without pay (up to 12 months).

(c) The initiatives provided under clauses 46.1(b)(i) and 46.1(b)(ii) do not apply to employees employed in a teaching capacity due to existing operational, stand down and leave arrangements in those workplaces.

46.2 General Principles in relation to Work Life Balance Initiatives

(a) An employee's request to access work life balance initiatives:

- (i) must be in writing; and

- (ii) set out details of the change sought and the reasons for the request.
- (b) When considering applications from employees wishing to access the initiatives specified in clause 46.1, the CEO must ensure that:
- (i) the agency's operational requirements are taken into account and services to the public are not disrupted;
 - (ii) employees fulfil the criteria outlined in this clause;
 - (iii) fair and reasonable consideration is given to employee applications; and
 - (iv) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other employees.
- (c) When considering applications from employees wishing to access the leave initiatives in clause 46.1(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, where possible.
- (g) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act.
- 46.3 In addition to the general principles contained in this clause, access to the initiatives described in:
- (a) clauses 46.1(a) and 46.1(b)(iii) above must be in accordance with any relevant workplace agreement provisions, guidelines or policies; and
 - (b) clauses 46.1(b)(i) and 46.1(b)(ii) above must be in accordance with the specific requirements of Schedule 6.
- 46.4 Formal Requirements Applicable to a Request for Flexible Working Arrangements in Certain Circumstances
- (a) In accordance with the FW Act, where an employee, including an eligible casual employee, is making a request to change their working arrangements because certain circumstances, as set out in clause 46.4(b), apply to them and the

employee would like to change their working arrangements because of those circumstances, the requirements of this clause will apply:

- (b) The following are the circumstances. The employee:
 - (i) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (ii) is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (iii) has a disability;
 - (iv) is 55 or older;
 - (v) is experiencing violence from a member of the employee's family;
 - (vi) provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

- (c) The employee's request must:
 - (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the request.

- (d) The CEO must:
 - (i) give the employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
 - (ii) only refuse the request on reasonable grounds as set out in clause 46.4(e); and
 - (iii) if the request is refused, provide details of the reasons for the refusal.

- (e) For the purposes of clause 46.4(d)(ii) reasonable business grounds include, but are not limited to:
 - (i) that the new working arrangements would be too costly for the employer;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - (iv) that there is likely to be a significant loss in efficiency or productivity;

- (v) that there is likely to be a significant negative impact on customer service.
- (f) An “eligible casual employee” is defined under the Parental Leave provisions of this Agreement (clause 36.3(f)).

47. Staff Performance Planning and Review

- 47.1 Unless otherwise agreed, employees and their managers will undertake an annual performance planning and review process in accordance with Departmental procedures.
- 47.2 Consistent with Employment Instruction 4, the Department will have a procedure for performance planning and review consistent with the following principles:
 - (a) regular and relevant feedback on work performance and capability should occur during the cycle of the plan, including where a manager suspects performance issues;
 - (b) alignment of Departmental and employee objectives;
 - (c) enhancement of the standards of work performance based on appropriate measures;
 - (d) identification of the knowledge, skills, resources and training required for an employee to perform their duties and for career development;
 - (e) identification of the requisite attitudes and behaviours that are consistent with the principles of the PSEM Act, Code of Conduct, and Departmental values;
 - (f) recognition of other factors that impact on an employee’s performance and development, including the ability to review and revise the plan where other issues arise; and
 - (g) recognition of the principles of natural justice including mechanisms for an employee to seek a review.
- 47.3 The Department will ensure that employees have an opportunity to familiarise themselves with the Department’s procedure for performance planning and review.
- 47.4 Employees and their managers are to participate in the process constructively.
- 47.5 An employee can expect that performance planning and review will occur and can request for the process to occur. Where an employee has requested that the annual performance planning and review process occurs, unless otherwise agreed, the process should commence within 14 days and be completed within 21 days from commencement.
- 47.6 Information collected through the performance planning and review process must comply with the Information Privacy Principles set out in Schedule 2 of the *Information Act (NT)*.

47.7 Information gathered through the performance planning and review process will form part of the employee's employment record.

47.8 Where identified, performance-related issues have not been able to be resolved or rectified in line with clause 47.2, the employee's principal or manager may commence a formal performance improvement process.

48. Professional Learning and Training

48.1 The parties are committed to the implementation of a comprehensive professional learning and training agenda for teachers. This agenda is premised on targeted, effective professional learning and training that are aligned with system goals and meet the needs of teachers throughout their careers.

48.2 Professional learning and training may comprise activities scheduled for professional development days, programs during contact time (with appropriate relief arrangements) and activities voluntarily taken outside contact time.

48.3 The parties agree to the following arrangements to improve service delivery in Northern Territory Government schools:

(a) teachers will return to school a day before classes are scheduled to start for the year; and

(b) classes will finish a day earlier at the end of the year; and

(c) professional development days will be allocated as follows:

(i) one compulsory day before the start of each year;

(ii) two flexible days for which schools may apply, provided that they are not used during the first week of a school term; and

(iii) one compulsory NT-wide professional development day to be allocated at the discretion of the CEO.

48.4 For the purposes of clause 48.3(c)(ii), the request for approval for the additional days must be submitted no later than one month prior to the date proposed to hold the activity and an evaluation must be submitted no more than one month after the activity is undertaken.

48.5 The Department will also provide additional professional learning and training opportunities for staff both in school hours and outside school hours.

49. Learning Organisation

49.1 The parties recognise that to successfully meet the future needs of education in the NT, the Department must be a learning organisation.

49.2 A learning organisation is one where training, learning and development are integral tools for the achievement of core business and goals. Change is recognised as a normal on-going process.

- 49.3 Within the context of becoming a learning organisation, the Department recognises the importance of professional learning for all employees. Professional learning is a planned process of learning and development, which brings together the educational objectives of the Department and individual career development. It must occur within the requirements of the work group and within available resources. Responsibility for professional learning is shared by the individual employee, the work group, managers and the Department, to ensure the achievement of Department priorities. It should arise from a process of performance management and needs analysis, and involve a cycle of analysis, planning, reflection and evaluation.
- 49.4 The Department recognises and values the professionalism of its employees in taking responsibility for individual professional learning. The parties acknowledge that professional learning occurs in many different forms, including formally and informally, on and off the job and throughout the life of an individual, as part of an engagement with the improvement of professional practice.
- 49.5 The Department will maintain an up to date register of professional learning events and opportunities, which will be made available in a timely fashion.
- 49.6 The Department is committed to supporting whole of government employee development programs, including access to Assistance with Studies, Special Study Leave Program, Orientation, Workplace Induction and Performance Management. Furthermore, the Department supports access to Rapid Incremental Progression and Redeployment and Retraining.
- 49.7 Professional and human resource development matters, including mobility and exchange with industry, will remain as standing items on the agenda of the Education Consultative Committee.

50. Non-Contact Time

- 50.1 Non-contact time for Classroom Teachers of primary and pre-school-aged students with a full teaching load will be a minimum of three hours per week.
- 50.2 The provisions under clause 50.1 also apply to all Classroom Teachers with a full teaching load performing duties in the following facilities:
- (a) special schools and their annexes;
 - (b) intensive English units;
 - (c) gifted units;
 - (d) special education units;
 - (e) special and specific purpose units and classes.
- 50.3 Non-contact time for Classroom Teachers of secondary aged students in colleges, high schools and area schools is 5 hours and 20 minutes.
- 50.4 Classroom Teachers employed on a part-time basis will receive non-contact time pro-rata to their teaching load.

- 50.5 The exception to 50.4 will be Classroom Teachers employed on a part-time basis to facilitate the provision of non-contact time for other Classroom Teachers. These employees are not entitled to non-contact time.
- 50.6 Non-contact time for Teaching Principals will be provided at five hours and 20 minutes per week.
- 50.7 Non-contact time for Senior Teachers in school promotion positions is allocated pro-rata to their teaching loads.

51. Class Sizes

- 51.1 As a matter of government policy, and subject to this clause, no class in NT government schools will exceed 27 students.
- 51.2 The class structure and educational priorities of a school's programs should be decided by the Principal, after consultation with the teaching staff and the school community.
- 51.3 It is acknowledged that schools make local decisions about Classroom Teacher workloads, timetable structures and specialist programs to suit their own communities. This leads to variations in class sizes. Hence, there may be instances where Classroom Teachers work with more than 27 students. However, such instances will require consultation between the Classroom Teacher and the Principal, or their delegates, and recognition of students' needs prior to the placement of additional students.
- 51.4 These arrangements do not preclude situations that arise through team teaching or other arrangements as agreed at the workplace.
- 51.5 Consistent with the above, class sizes need to take into account space and safety considerations relevant to the activities being undertaken, which may be practical classes in industrial arts facilities, laboratories or gyms. These decisions will vary from place to place depending on individual school circumstances. Where there is a safety issue the Classroom Teacher has an obligation to raise it with their Principal in the first instance.
- 51.6 For the purposes of clause 51.5 the list of types of class is non-exhaustive.

52. Teacher Responsibilities

- 52.1 The parties acknowledge that the TRG has been developed to assist teachers by clarifying their responsibilities and the way in which they work with teaching colleagues.
- 52.2 It is further acknowledged that the TRG was developed collaboratively by the Department of Education and the Union; and as such, it is a shared document.
- 52.3 The Department of Education will not vary the TRG without the agreement of the Union, during the life of this Agreement.
- 52.4 For the avoidance of doubt, the content of the TRG is not incorporated into this Agreement.
- 52.5 The parties agree that the TRG will be reviewed during the life of this Agreement.

53. Workloads

- 53.1 The parties support the principle that employees should be able to achieve an appropriate balance between their work and personal lives.
- 53.2 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.
- 53.3 Department management, Principals, employees and employee representatives play a positive role in ensuring employee workloads are reasonable.
- 53.4 The parties recognise there may be unavoidable peak work periods where employee's workloads increase; however, this should be the exception rather than the norm.
- 53.5 Principals and employees should therefore ensure that employee workloads are reasonable.
- 53.6 Subject to clause 53.4, Principals will:
- (a) ensure employees have sufficient and appropriate resources to undertake their jobs;
 - (b) ensure the tasks allocated to employees can reasonably be performed in the hours for which they are employed, including reasonable additional hours;
 - (c) monitor employee workloads, work patterns, priorities, staffing levels/ classifications, use of work life balance arrangements, and any other relevant indicators within the workplace.
 - (d) implement strategies to ensure workloads remain reasonable;
 - (e) monitor vacant positions and fill vacancies in a timely manner; and
 - (f) consult with employees and their nominated representatives over workload issues.
- 53.7 Employees may request in writing for Principals to review ongoing and sustained workload issues in the workplace. Where so requested, Principals will consider the workload factors and issues raised, consider their effect on workplace, and if necessary, implement strategies to ensure reasonable workloads are maintained.
- 53.8 Principals will respond in writing to the employee(s) concerned in a timely manner.
- 53.9 An employee who considers their workload to still be excessive or unacceptable after the above processes have occurred may apply in writing to the relevant manager to have their workloads reviewed.

- 53.10 When the need is identified, the Department will, as far as practicable, provide assistance to the employee through the Employee Assistance Program (EAP) and other appropriate interventions.
- 53.11 In circumstances in which a dispute over workloads affects office-based employees working in a corporate setting or regional office, then references to principals will be read as a reference to the relevant manager or director, however called.

54. Redeployment and Redundancy

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

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

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

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

55. Leave Airfares and Cashing up of Leave Airfares

55.1 Leave Airfares

- (a) Assistant Teachers employed on or before 31 July 1987 will be entitled to receive leave airfares in accordance with By-laws 33 or 47.
- (b) Teachers employed on or before 12 April 1990 will be entitled to receive leave airfares, as determined by the Commissioner, in accordance with By-laws 33 or 47.

- (c) Teachers and Assistant Teachers entitled to a leave airfare in accordance with By-law 33 will be entitled to access the provisions of By-laws 34 in conjunction with that airfare.
- (d) No Assistant Teacher employed on or after 1 August 1987 will be entitled to a leave airfare in accordance with this clause.

55.2 Cashing up of Leave Airfares

- (a) No teacher employed on or after 13 April 1990 will be entitled to a leave airfare in accordance with this clause.
- (b) Leave airfare allowance will be paid to an eligible employee on the first pay day on or after 1 May of each year.
- (c) Under the arrangements set out in clause 55.2(b) an employee's accrual date remains the same, subject to deferral resulting from any leave without pay taken by the employee.
- (d) An employee may request in writing to receive payment of an accrued leave airfare allowance prior to the common payment date.
- (e) An employee may request in writing that payment of the leave airfare allowance be deferred for the purposes of utilising kilometre allowance and travelling time. Such request must be given two months prior to the common payment date.
- (f) Once payment has been made, there is no provision for an employee to repay monies in order to utilise kilometre allowance or travelling time.

56. Superannuation

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

56.2 The Commissioner must make superannuation contributions on behalf of an employee in order to satisfy Superannuation Guarantee legislative requirements in accordance with the governing legislation.

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

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

56.4 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.

57. Recovery of Overpayments on Cessation of Employment

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

58. Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace

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

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

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

PART 4 – MISCELLANEOUS PROVISIONS

59. Christmas Closedown

59.1 The CEO will consult with relevant employees that the agency, or part of the agency, will close down for a nominated period and that closedown will occur provided that:

- (a) at least three months notice in writing is given to employees prior to the closedown period; and
- (b) the nominated period falls between 25 December and 1 January.

59.2 Closedown may apply to part of an agency where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a closedown period. This may occur subject to the CEO:

- (a) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or
- (b) if no volunteers are forthcoming directing employees with at least two months notice to cover the closedown period.

59.3 Employees affected by the closedown period must use either recreation leave, time off in lieu or flex time credits to cover the closedown period.

- 59.4 New employees, who will not be able to accrue enough leave credits to cover the closedown 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 closedown period.
- 59.5 If an employee has insufficient accrued recreation leave entitlements, 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.

60. Leave to Attend Industrial Relations Business

- 60.1 A teacher or Assistant Teacher who is summonsed to attend proceedings as a witness will be granted leave with full pay for the period necessary to travel to and from and be present at the proceeding.
- 60.2 Leave granted under this clause will not include any period covered by an existing approval of leave.
- 60.3 Leave granted under this clause will count as service for all purposes.

61. Release for Jury Duty

An employee will be released for jury duty in accordance with By-law 20.

62. Release to Attend as a Witness

An employee will be eligible for leave to attend as a witness in accordance with By-law 21.

63. Loss or Damage to Clothing or Personal Effects

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

64. Public Holidays

- 64.1 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act*.
- 64.2 An employee will observe any day proclaimed or gazetted as a public holiday.

65. Relief Teacher Provisions

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

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

Tier	Level of Experience	A =
1	Less than three years	<u>CT1 annual salary x 12</u> 313
2	Three to six years	<u>CT2 annual salary x 12</u> 313
3	More than six years	<u>CT3 annual salary x 12</u> 313

- 65.2 Employment as a Relief Teacher will count towards salary level placement and long service leave when employed as a teacher on an ongoing or fixed period basis.
- 65.3 For the purposes of clause 65.2, 195 days of relief teaching equals one year of full-time teaching and one day of Relief Teacher employment equals six hours.
- 65.4 Subject to the NES, a Relief Teacher has no entitlement to paid or unpaid leave or paid public holidays.
- 65.5 A Relief Teacher who is required to travel from an urban centre to a remote locality, as determined by the Commissioner, to take up duty is eligible to be paid Travelling Allowance (By-law 30), Living Away from Home Allowance (By-law 30A), Camping Allowance (By-law 31) and Vehicle Allowance (By-law 32).
- 65.6 Relief Teachers travelling to Middle Point, Berry Springs, Humpty Doo and Taminmin Schools, will be reimbursed a kilometre allowance for the return distance between the Coolalinga traffic junction on the Stuart Highway and the school, in accordance with By-law 32, or paid an allowance of \$30, whichever is the greater.
- 66. Flexible School Year – Identified Remote Schools**
- 66.1 The parties acknowledge that remote schools experience significant disruption during the school year due to cultural activities.
- 66.2 The parties agree that the CEO will have the ability to extend the school year in a remote school or schools by up to 10 weeks per annum.
- 66.3 The parties agree that the initiative outlined in clause 66.2 above will be the subject of a trial in selected and agreed schools, and participation of teachers in the trial will be voluntary.
- 66.4 The parties agree that this initiative will not result in extending teacher hours beyond 40 weeks of teaching per annum.

67. Electricity Subsidy – Borrooloola

67.1 An electricity subsidy will be paid to employees stationed at Borrooloola as follows:

- (a) Employee residing in a dwelling fitted with a dedicated electricity metering device, and who is required to meet the cost of any charges associated with the provision of electricity to that dwelling, is entitled to an electricity subsidy in accordance with the rates specified in clause 67.2, subject to the relevant category of remoteness and the employee's eligibility for the dependant/after-hours rate.
- (b) The electricity subsidy for the dependant/after-hours rate is payable only where the employee:
 - (i) has recognised dependents, being an employee's spouse or de facto spouse, or children under the age of 18, who:
 - A. reside with the employee;
 - B. are not eligible for assistance with electricity costs from any other source; and
 - C. are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the Commissioner.
- (c) The electricity subsidy shall be paid fortnightly in addition to salary and shall count as salary for the purpose of taxation and superannuation.
- (d) The electricity subsidy shall not be paid during periods of leave without pay which do not count as service.
- (e) The electricity subsidy shall be paid to part-time employees on a pro rata basis.
- (f) Only one subsidy is payable per dwelling.

67.2 The initial electricity subsidy will be:

- (a) \$2652 per annum for employees without dependents; and
- (b) \$3315 per annum for employees with dependents.

67.3 This subsidy will be adjusted annually in accordance with clause 20.3.

68. Remote Access to Satellite Television or Internet Services

68.1 An employee stationed in a remote locality may apply to receive a payment of up to \$500 to offset the costs associated with the installation and initial subscription towards a satellite-based pay television or internet service.

68.2 An employee is eligible to receive a second payment within a 12-month period after receiving the first payment if the employee voluntarily transfers or is promoted to another remote locality.

- 68.3 An employee is eligible to receive subsequent payments where the employee is transferred at the direction of the Department to one or more remote localities.
- 68.4 The employee will be responsible for the ongoing subscription charges associated with the service.

69. Centralian College

69.1 Centralian College Flexibility Allowance

- (a) Subject to clause 69.1(b), on the commencement date of this Agreement, the flexibility allowance pursuant to Determination 1138 of 2004 paid to employees classified as Senior College Teachers and Senior College Administrators under the Northern Territory Public Sector Teacher and Educator 2014—2017 Enterprise Agreement at Centralian College will cease.
- (b) In order to facilitate reasonable adjustment to the effect of clause 69.1(a), employees currently in receipt of the allowance under Determination 1138 of 2004 will receive a once-off payment of \$3,076 on the commencement date of this Agreement.

Note: \$3,076 is the equivalent of the allowance paid over a period of six months.

69.2 Translation of Senior College Teacher and Senior College Administrator Classifications

Further, the employees currently holding the classifications of Senior College Teacher or Senior College Administrator will transition into the equivalent classifications of Classroom Teacher or Senior Teacher, as set out below.

Senior College Teacher Translation to Classroom Teacher	
SCT1	CT1
SCT2	CT2
SCT3	CT3
SCT4	CT4
SCT5	CT5
SCT6	CT6

SCT7	CT7
SCT8	CT8
SCT9	CT9
Senior College Administrator Translation to Senior Teacher	
SCA2	ST2
SCA5	ST5

70. Reviews during the life of this Agreement

During the life of this agreement the parties agree to:

- (a) Clarify the roles and responsibilities of Assistant Teachers; and
- (b) Review the roles of principals.

Schedule 1 Northern Territory Public Sector Teacher and Assistant Teacher Provisions

The provisions contained in Schedule 1 are excerpts from the Northern Territory Public Sector Award 2016, with some modifications as agreed by the parties.

1.1 Classification of employees

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

1.1.1 Assistant Teachers

- (a) Assistant Teacher Level 1 (AT1): Entry level for an assistant teacher without qualifications and with no or minimal experience.
- (b) Assistant Teacher Level 2 (AT2): An assistant teacher who holds a Certificate III Education Support (or equivalent) or at least four years continuous employment at Assistant Teacher Level 1.
- (c) Assistant Teacher Level 3 (AT3): An assistant teacher who holds a Certificate IV Education Support (or equivalent).
- (d) Assistant Teacher Level 4 (AT4): An assistant teacher who holds a Diploma of Education Support (or equivalent).
- (e) Assistant Teacher Level 5 (AT5): An assistant teacher who holds an Advanced Diploma Education (Paraprofessional Education Worker) (or equivalent).

1.1.2 The position classification standards for Assistant Teachers are contained in Clause 1.1.5.

1.1.3 Teachers

- (a) Classroom Teacher 1 (CT1): A teacher who holds a four year degree in education (or equivalent) with no-post training experience.
- (b) Classroom Teacher 2 (CT2): A teacher who holds a four year degree in education (or equivalent) with a minimum of one years post-training experience.
- (c) Classroom Teacher 3 (CT3): A teacher who holds a four year degree in education (or equivalent) with a minimum of two years post-training experience.
- (d) Classroom Teacher 4 (CT4): A teacher who holds a four year degree in education (or equivalent) with a minimum of three years post-training experience.
- (e) Classroom Teacher 5 (CT5): A teacher who holds a four year degree in education (or equivalent) with a minimum of four years post-training experience.
- (f) Classroom Teacher 6 (CT6): A teacher who holds a four year degree in education (or equivalent) with a minimum of five years' post-training experience. Progression from CT5 to CT6 level is subject to an assessment process in accordance with the following criteria:
 - (i) successful completion of probation; and

- (ii) demonstrated proficiency against the Australian Institute for Teaching and School Leadership National Professional Standards for Teachers or equivalent standards as determined by the Chief Executive Officer of the Department.
- (g) Classroom Teacher 7 (CT7): A teacher who holds a four year degree in education (or equivalent) with a minimum of six years post-training experience.
- (h) Classroom Teacher 8 (CT8): A teacher who holds a four year degree in education (or equivalent) with a minimum of seven years post-training experience.
- (i) Classroom Teacher 9 (CT9): A teacher who holds a four year degree in education (or equivalent) with a minimum of eight years post-training experience.

1.1.4 Senior Teachers

Senior Teacher levels 1-8 represent discreet promotional salary points within the classification structure of the Schedule.

1.1.5 Position Standards

- (a) Position classification standards for Assistant Teachers

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

It is characteristic of this designation that the Assistant Teacher would, in addition to acquiring competence in simple, routine clerical work, progress through the stages of being technically competent to teach small groups under close supervision, to acquiring some of the professional lesson taking and programming skills necessary in the exercise of autonomy and acceptance of substantial personal responsibility for limited teaching functions.

- (i) Assistant Teacher - level 1

A. General Standard

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

B. Typical duties

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

- 1) will assist teachers in the preparation of materials and teaching aids;
- 2) assist teachers with the supervision of Aboriginal children involved in individual or group learning tasks;
- 3) supervise children during recess, lunch and at other times as required;
- 4) assist teaching staff to understand Aboriginal culture, lifestyle and custom and provide advice to ensure they are aware of cultural differences;
- 5) performs simple, routine clerical work;
- 6) perform informal interpreting in Aboriginal language(s);
- 7) assist in providing links with Aboriginal families, communities, agencies and other organisations;
- 8) assist in easing difficulties, which Aboriginal children encounter on admission, due to difference in language and culture.

C. Skill base

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

(ii) Assistant Teacher – level 2

A. General standard

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

B. Typical duties

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

- 1) an Assistant Teacher level 2 will assist in the preparing and conducting of lessons and sporting activities;

- 2) assist teaching staff in the development, implementation and teaching of Aboriginal Studies;
- 3) provide links with Aboriginal families, communities and organisations on matters affecting the educational outcome of Aboriginal students;
- 4) provide advice on Aboriginal culture, language, traditions, etc., to teaching staff, members of the community, etc.;
- 5) perform basic administrative tasks;
- 6) provide support and guidance to Aboriginal students with regard to school related issues, e.g. work experience, available courses of study, personal matters, health, dress, etc.;
- 7) serve on school communities as required.

C. Skill base

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

(iii) Assistant Teacher – level 3

A. General standard

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

B. Typical duties

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

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

C. Skill base

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

(iv) Assistant Teacher – level 4

A. General standard

An Assistant Teacher at this level exercises a degree of initiative, judgement and autonomy in their classroom duties and working with Aboriginal families to assist students in adjusting to the school environment, subject to the oversight of the Principal and other teaching staff.

B. Typical duties

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

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

C. Skill base

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

1.1.6 Advancement between levels – teachers and Assistant Teachers

- (a) Subject to clause 1.1.1, each Assistant Teacher shall progress annually to the next level within the relevant classification salary range having regard to the acquisition and utilisation of skills and knowledge through experience in assistant teaching practice over the relevant period.

- (b) Subject to clause 1.1.3, each teacher shall progress annually to the next level within the teacher salary range having regard to the acquisition and utilisation of skills and knowledge through experience in the employee's teaching practice over the relevant period.

Schedule 2 Northern Territory Public Sector Redeployment and Redundancy Provisions

Redeployment and Redundancy Entitlements

2.1 Definitions

2.1.1 For the purposes of these provisions:

- (a) **potentially surplus employee** means an employee who has been declared by the CEO to be potentially surplus to the requirements of the agency under section 41 of the PSEM Act.;
- (b) **service** means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transferee as defined in accordance with By-law 45.1 of the PSEM Act;
- (c) **suitable employment** means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities;
- (d) **surplus employee** means an employee in relation to whom the CEO has requested that the employer exercise their powers under section 43 of the PSEM Act;
- (e) **Union** means a trade Union as defined in the FW Act and which is covered by this Agreement.

2.2 Consulting Relevant Unions

2.2.1 The CEO will make reasonable attempts to establish whether a potentially surplus employee is a Union member and where Union membership is established, must:

- (a) notify the relevant union of the potentially surplus situation and the name of the employee; and
- (b) invite the Union to meet with an agency representative in relation to the situation.

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

2.3 Finding of Other Suitable Employment

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

2.3.2 In addition to any other action the employer and/or the CEO may have taken in the period before notice is given in accordance with clauses 2.4 or 2.5, the employer and CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

2.3.3 Where other suitable employment for a potentially surplus employee or a surplus employee is identified the employee will be transferred. Where the transfer is to a lower level designation and salary, the written consent of the employee is required and the income maintenance provisions of clause 2.6.3 apply.

2.4 Voluntary Retrenchment

2.4.1 Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.

2.4.2 The surplus employee will have up to seven days from the date of a written offer of voluntary retrenchment to consider and accept the offer.

2.4.3 Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of four weeks notice from the date that the offer is accepted, or five weeks notice if the employee is over the age of 45 years.

2.4.4 The surplus employee may be retrenched at any time within the period of notice under clause 2.4.3, at the direction of the CEO or the request of the employee, in which case the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period

2.4.5 A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following weeks salary including, where applicable, Northern Territory Allowance:

- (a) For an employee with at least one year but less than two years service: four weeks salary;
- (b) For an employee with at least two years but less than three years service: six weeks salary;
- (c) For an employee with between three and a half years service: seven weeks salary; and
- (d) For an employee with greater than three and a half years service: two weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.

2.4.6 For the purpose of calculating payment under clause 2.4.5:

- (a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that the employee is a surplus employee, the salary level is the employee's salary in their higher designation at the date of notification; and
- (b) where an employee has been paid a loading for shift work for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of 'weeks salary'.

2.4.7 The inclusion of allowances or loadings as salary, other than those specified in clause 2.4.6, will be at the discretion of the employer.

- 2.4.8** The entitlement under:
- (a) Clause 2.4.3 constitutes notice for the purposes of section 117 of the FW Act; and
 - (b) Clause 2.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.
- 2.4.9** All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- 2.4.10** Subject to clause 2.4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.
- 2.4.11** A surplus employee is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and the employee's recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 2.4.10, and this must be used with 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.
- 2.5 Notice of Redundancy**
- 2.5.1** A surplus employee cannot be given notice under this clause unless the employee has:
- (a) been offered a voluntary retrenchment and has declined that offer; or
 - (b) has requested a voluntary retrenchment and the employer has refused the request.
- 2.5.2** Subject to clause 2.5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:
- (a) the employee is entitled to 26 weeks formal notice of redundancy; or
 - (b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.
- 2.5.3** In addition to notice of redundancy under clause 2.5.2, a surplus employee must be given four weeks formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause 2.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.
- 2.5.4** The period of notice under clause 2.5.3 constitutes notice for the purposes of section 117 of the FW Act.
- 2.5.5** The period of notice under clause 2.5.2 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

Example: A 50 year old employee with four years service has been given notice of redundancy. The employee will receive a total redundancy entitlement of 52 weeks, comprising 44 weeks

notice of redundancy and the NES entitlement to eight weeks redundancy pay which will be paid on termination.

- 2.5.6** In accordance with clause 2.3.2, during the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.
- 2.5.7** With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 2.5.2 or clause 2.5.3 may request that the termination occurs before the expiry date of the notice period. The date requested then becomes the date of termination of employment.
- 2.5.8** Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including the Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses 2.5.2 and 2.5.3.
- 2.5.9** A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 2.5.2 and 2.5.3 being invoked, is not entitled to receive a greater payment under clause 2.5.8 than the employee would have been entitled to receive had the employee been voluntarily retrenched.
- 2.5.10** For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 2.5.2 or 2.5.3 is entitled:
- (a) to reasonable leave with full pay; and
 - (b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

2.6 Transfer to Other Suitable Employment

- 2.6.1** A potentially surplus employee or a surplus employee is entitled to four weeks notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the four week notice period.
- 2.6.2** A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving the employee's household to a new location if, in the opinion of the employer the transfer is necessary to enable the employee to take up suitable employment.
- 2.6.3** Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary the employee will be entitled to income maintenance payments as follows:
- (a) Where the period of notice of redundancy has already been invoked, the greater of:
 - (i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause 2.5.2; or
 - (ii) four weeks; or

- (b) Where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 2.5.2.

2.6.4 Income maintenance payments are calculated as follows:

- (a) an amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or
- (b) where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which the employee received notice of the transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.

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

2.6.6 An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of the employee's transfer which in the opinion of the employer were brought about by the transfer.

2.7 Use of Accrued Personal Leave

2.7.1 Subject to clause 2.7.2, the periods of notice under clauses 2.5.2 and 2.5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.

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

Example: A 50 year old employee with 10 years service receives notice of redundancy under clause 2.5.2(b). Ten weeks into the 52 week period of notice, the employee is transferred to a position of a lower designation and salary. The employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period the employee takes four weeks certificated personal leave, with the result that the total period of income maintenance ends up being 46 weeks.

2.8 Right of Review

2.8.1 A surplus employee will have a right of review to the Commissioner against any administrative decision made in relation to the employee's eligibility for benefits under these provisions or in relation to the amount of those benefits.

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

2.9 Substitution or Other Provisions

Where the employer and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to a potentially surplus employee or a surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

2.10 Exemption

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

Schedule 3 **Education Consultative Committee**

3.1 Role of the Education Consultative Committee

3.1.1 With reference to clauses 13.1 and 13.3 of this Agreement, the role of the Education Consultative Committee ('the Committee') is to provide a forum for consultation between the Department, the Office of the Commissioner for Public Employment and Unions, about the application of this and other agreements.

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

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

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

3.2 Terms of Reference of the Committee

The Committee's terms of reference will:

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

3.3 Meetings of the Committee

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

3.4 Issues that fall Outside the Scope of the Committee

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

Schedule 4 Procedure for the Identification and Placement of Teachers due to Displacement

4.1 Preamble

- 4.1.1** Schools determine their educational and related staffing needs at the beginning of each year or semester. These needs are determined by the Principal in consultation with the Schools Manager, staff and school community through the School Council.
- (a) They are also reflected in schools' Action Plan for School Improvement.
- 4.1.2** The application of the Department's staffing formula determines the number of teachers to be allocated to a school. On occasions this will mean that a school's allocation will be reduced, i.e. that some teaching staff will be displaced; in such situations the displacement process is to be enacted. A range of suitable processes are available to manage other staffing issues, e.g. Performance reviews, performance management, early intervention.
- 4.1.3** The displacement process outlined in this document applies to Classroom Teacher level positions only. Reductions in the number of Executive/Senior Teacher or non-teaching staff are managed using a different process.
- 4.1.4** Teachers affected by displacement will be treated fairly and equitably. It is therefore important that displacement transfer procedures be applied uniformly across the system. The Department recognises that displacement may cause difficulties for some teachers and will seek to minimise its effects wherever possible.
- 4.1.5** Displacement transferees will continue to receive personal and professional support arising from their placement. Displacement transferees will not suffer a reduction in salary unless the Redeployment and Redundancy provisions under Schedule 2 are invoked. Transferees will be entitled to all allowances relevant to their new position but will not be entitled to allowances that related only to their previous position.
- 4.1.6** Displacement transferees in receipt of salaries which include higher remuneration for different working conditions will be paid the salary entitlement equivalent to that of teachers at the same category and years of service levels working under normal school conditions.
- 4.1.7** Prior to the initiation of the displacement process the Department will determine teacher staff requirements at all government schools. In the context of this process the need for displacement may arise due to a number of circumstances including, application of the staffing formula, changed student and subject demands and needs and priorities of the school.
- 4.1.8** In schools so affected the Principal is required to notify the employees and their representatives that displacement of teacher(s) will be necessary and, when decided, the teacher(s) to be displaced.
- 4.1.9** The identification of the teacher(s) to be displaced may be made either by the Principal (where voluntary displacement only is required) or by a panel (where involuntary displacement is required) in accordance with this document. Panel composition is to

include (but not restricted to) the Principal, a senior Human Resource Consultant and an employee representative (who is not a member of staff at the affected school).

4.2 Displacement

- 4.2.1** When the system-wide staffing needs have been identified the Schools Manager will advise the staffing units of vacancies within their respective clusters.
- 4.2.2** Schools affected by displacement will be provided with lists of all known teacher vacancies and their tenure.
- 4.2.3** Such schools will identify teaching areas that will need to reduce their staff and initially ask for volunteers for displacement transfer from these areas only. Employees are to be allowed a minimum of two working days in which to volunteer to be displaced. Longer timeframes may be allowed dependent on the urgency of the situation.
- 4.2.4** Volunteers will need to state their preferences for placement in order of priority. It should be noted that volunteers will not be automatically transferred but will be considered before other staff.
- 4.2.5** Volunteers for displacement transfer will be accorded priority for suitable placement to vacancies in other schools giving due regard to the volunteer's preferences, subject specialisation and specialist teaching skills and in accordance with the priority needs of the school program. Wherever possible any mitigating personal circumstances will be taken into account.
- 4.2.6** In the event there are more volunteers than required, or insufficient volunteers, the Principal or Panel or, in the case of small schools, the Group School Principal will make the initial selection based on the following criteria in order of priority:
- (a) The education and staffing needs of the school.
 - (b) Within the identified teaching areas, the most recently recruited teacher(s) to the school will be those identified for displacement noting the following points:
 - (c) Teachers employed on a temporary basis are to be identified for displacement transfer prior to permanent teachers.
 - (d) Generally, teachers transferred through displacement within the previous five years after permanent placement, will be exempt from further displacement transfer within this timeframe. Only in the most extreme circumstances should displacement occur within this timeframe.
 - (e) Permanent teachers on various forms of leave and those on temporary transfer or temporarily occupying promotion position will be entitled to be involved in accordance with these procedures.
- 4.2.7** At the involuntary displacement stage, a panel must be convened to manage the displacement process. The panel must establish clear timelines in which the process is to be undertaken and communicate these to affected employees. To facilitate transparent decision-making, teachers at affected schools may be requested to supply a copy of their CV and brief statement regarding their capacity to contribute to the identified future needs of that school. Employees are to be allowed a minimum of

three working days in which to submit a CV and statement if required. Longer timeframes may be allowed dependent on the urgency of the situation.

- 4.2.8** In the event of the process not operating satisfactorily, the Department will seek to resolve problems in the first instance. Failing resolution, employer and employee representatives will seek to resolve the issue in consultation. In the event of this being unsuccessful the displaced teacher will have the right to pursue a Review of Grievance under Section 59 of the PSEM Act.
- 4.2.9** Teachers who have been involuntarily displaced must be given written notification of their displacement as soon as possible. Such notification will include details of their status and their rights as displacement transferees and of the displacement process.
- 4.2.10** The Department will be responsible for locating suitable placements and displacement transferees will be encouraged to assist in the process.
- 4.2.11** Where it is unlikely that a displaced teacher will be suitably placed within 12 months, or has not been permanently placed after 12 months, the Department may seek to invoke the provisions of the Redeployment and Redundancy provisions under Schedule 2 or revoke the teacher's displaced status.
- 4.2.12** Advice and counselling will be available from the agency, on request, to teachers volunteering or identified for displacement transfer.
- 4.2.13** These procedures are applicable to Classroom Teacher-level positions only. Alternative processes are available for managing required reductions in non-teaching and Executive and Senior Teacher positions.

4.3 Placement

- 4.3.1** Other than teachers displaced at an earlier time, displacement transferees will have the highest priority for placement and will be informed of all vacant teaching positions with a view to stating preferences for placement.
- 4.3.2** The Department will advise the displacement transferee of intended placement giving reasons for the placement.
- 4.3.3** The Department will consult with a teacher before placing them in a position that would result in a geographic relocation away from the teacher's normal place of residence.
- 4.3.4** Displacement transferees who are aggrieved by the placement action may exercise their rights to a Review of Grievance under section 59 of the PSEM Act providing that dispute settlement procedures under clause 12 of this Agreement have been observed.
- 4.3.5** Wherever possible the transfer of a permanent teacher will be to a permanent position.

Schedule 5 **Rapid Incremental Progression for Beginning Teachers**

This scheme enables beginning teachers, either ongoing or fixed period, to progress through the salary incremental levels at an accelerated rate.

Effectively this means that, under normal circumstances, a four-year trained beginning teacher who commences at the CT1 incremental level, progresses to the CT2 level at the commencement of the second year of teaching and the or CT3 level at the commencement of the third year of teaching. By accessing this scheme, such a teacher has the opportunity to move to the CT4 level at the commencement of the third year of teaching.

To access this scheme beginning teachers will need to fulfil the following requirements:

- Complete the employee's first two years of service in NT government schools.
- Complete the employee's first two years of service within a four year period.
- Complete the employee's probation within the first two years of service.
- Complete 20 points worth of tertiary studies or approved professional development courses within the first two years of service.

How to gain points

Completion of units at a university or tertiary institution will normally be accredited with 10 points per unit, as follows:

- Units in a Bachelor of Education, Master of Education, Doctorate, Graduate Certificate or Graduate Diploma in an educational field or other programs related to education.
- Units not recognised for credit in an education award provided that the field of study is relevant to the professional development of the individual teacher.

Teachers claiming points will need to submit proof of the satisfactory completion of the units.

Points may also be accredited for any approved professional development programs relevant to a teaching career. As a general guide one day programs will equate to one point, but this may vary depending on the rigour of the program, the hours involved and any follow up activities.

Proof of successful completion of a program will need to be supplied. In the case of school-based programs, this may consist of a substantiating letter from the school management.

As much information as possible should be supplied to ensure that the application can be accurately assessed.

Schedule 6 **Work Life Balance Initiatives**

6.1 General

- 6.1.1** In addition to the principles contained in clause 46 of the Agreement, access to the initiatives set out below must be in accordance with this Schedule.
- 6.1.2** The provisions of this Schedule do not apply to casual employees.
- 6.1.3** 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.

6.2 Recreation Leave at Half Pay

- 6.2.1** An employee may apply to utilise one or more weeks of their recreation leave at half pay, in order to double the period of the leave.
- 6.2.2** An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- 6.2.3** Where an employee utilises an amount of recreation leave at half pay:
- (a) leave entitlements will accrue as if the employee had utilised the amount of recreation leave at full pay.

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

- (b) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- 6.2.4** A period of recreation leave at half pay does not break continuity of service.
- 6.2.5** The second half of the period of leave at half pay will not count as service and service based entitlements will be adjusted accordingly.

For example:

- *If an employee utilises two weeks recreation leave over a period of four weeks at half pay, service based entitlements (e.g. personal leave, long service leave, paid parental leave) will be deferred by two weeks.*
- *If an employee utilises five weeks recreation leave over a period of 10 weeks at half pay:*
- *All service based entitlements other than recreation leave will be deferred by five weeks; and the annual entitlement to recreation will be reduced by one twelfth.*

6.3 Purchase of Additional Leave ('Purchased Leave')

- 6.3.1** 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 six weeks purchased leave (12 weeks leave in total)

Additional five weeks purchased leave (11 weeks leave in total)

Additional four weeks purchased leave (10 weeks leave in total)

Additional three weeks purchased leave (nine weeks leave in total)

Additional two weeks purchased leave (eight weeks leave in total)

Additional one week purchased leave (seven weeks leave in total)

- (b) An employee cannot access recreation leave at half pay whilst under a purchased leave arrangement.

6.3.2 Method of purchase

- (a) Additional leave must be purchased in advance and must be used within six 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 four weeks leave which equates to two fortnightly pays (i.e. \$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: Department of Corporate Information Services 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.

6.3.3 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 8.3,

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 Department.

- (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) Where a public holiday falls within a period of purchased leave the period of the public holiday is not deducted from the employee's purchased leave balance.

6.3.4 Independent advice

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

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

6.3.5 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.

6.3.6 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.

6.3.7 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 four 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 three 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 clause 6.3.7(a), the employee will be reimbursed a lump sum payment of monies paid within two months of the date of cessation, provided that where the employee has already commenced the period of purchased leave, the employee will be reimbursed monies paid on a pro rata basis, in accordance with the portion of monies relating to the unused period of leave.

Schedule 7 Classifications, Salaries, Allowances and Tables

Part 1 Classifications, Salaries and Allowances

7.1 Classifications and Salaries

Classification and Salary (\$) per annum before 11 October 2017	Classification and Salary as at the first pay period on or after 11 October 2017	Classification and Salary (\$) per annum on or after 11 October 2018	Classification and Salary (\$) per annum on or after 11 October 2019	Classification and Salary (\$) per annum on or after 11 October 2020
Classroom Teacher				
CT1 69,801	CT1 71,546	CT1 73,335	CT1 75,168	CT1 77,047
CT2 73,302	CT2 75,135	CT2 77,013	CT2 78,938	CT2 80,911
CT3 76,804	CT3 78,724	CT3 80,692	CT3 82,709	CT3 84,777
CT4 80,304	CT4 82,312	CT4 84,370	CT4 86,479	CT4 88,641
CT5 83,805	CT5 85,900	CT5 88,048	CT5 90,249	CT5 92,505
CT6 89,601	CT6 91,841	CT6 94,137	CT6 96,490	CT6 98,902
CT7 93,102	CT7 95,430	CT7 97,816	CT7 100,261	CT7 102,768
CT8 96,603	CT8 99,018	CT8 101,493	CT8 104,030	CT8 106,631
CT9 100,104	CT9 102,607	CT9 105,172	CT9 107,801	CT9 110,496
Senior Teacher				
ST1 110,726	ST1 113,494	ST1 116,331	ST1 119,239	ST1 122,220
ST2 115,111	ST2 117,989	ST2 120,939	ST2 123,962	ST2 127,061
ST3 122,345	ST3 125,404	ST3 128,539	ST3 131,752	ST3 135,046
ST4 125,808	ST4 128,953	ST4 132,177	ST4 135,481	ST4 138,868
ST5 134,504	ST5 137,867	ST5 141,314	ST5 144,847	ST5 148,468
ST6 138,754	ST6 142,223	ST6 145,779	ST6 149,423	ST6 153,159
ST7 143,670	ST7 147,262	ST7 150,944	ST7 154,718	ST7 158,586
ST8 150,067	ST8 153,819	ST8 157,664	ST8 161,606	ST8 165,646
Non-Contract Principals				
TP1 110,726	TP1 113,494	TP1 116,331	TP1 119,239	TP1 122,220
TP2 115,111	TP2 117,989	TP2 120,939	TP2 123,962	TP2 127,061
PL1 122,345	PL1 125,404	PL1 128,539	PL1 131,752	PL1 135,046
Assistant Teacher				
Level 1 46,806	Level 1 47,976	Level 1 49,175	Level 1 50,404	Level 1 51,664
Level 2 50,977	Level 2 52,251	Level 2 53,557	Level 2 54,896	Level 2 56,268
Level 3 54,603	Level 3 55,968	Level 3 57,367	Level 3 58,801	Level 3 60,271
Level 4 60,382	Level 4 61,892	Level 4 63,439	Level 4 65,025	Level 4 66,651
Level 5 65,092	Level 5 66,719	Level 5 68,387	Level 5 70,097	Level 5 71,849
Executive Principals (Only used for HDA for backfilling an ECPL position)				
Classification and Salary (\$) as at 10 October 2017	Classification and Salary (\$) as at the first pay period on or after 11 October 2017	Classification and Salary (\$) as at the first pay period on or after 11 October 2018	Classification and Salary (\$) as at the first pay period on or after 11 October 2019	Classification and Salary (\$) as at the first pay period on or after 11 October 2020
CI 24.6				
EPL 2 133,027	EPL 2 136,353	EPL 2 139,762	EPL 2 143,256	EPL 2 146,837
EPL 3 141,698	EPL 3 145,240	EPL 3 148,871	EPL 3 152,593	EPL 3 156,408
EPL 4 150,111	EPL 4 153,864	EPL 4 157,711	EPL 4 161,654	EPL 4 165,695
EPL 5 158,617	EPL 5 162,582	EPL 5 166,647	EPL 5 170,813	EPL 5 175,083

7.2 Allowances

	Clause	Allowance (\$) per annum as at 10 October 2017	Allowance (\$) per annum as at the first pay period on or after 11 October 2017	Allowance (\$) per annum on or after 11 October 2018	Allowance (\$) per annum on or after 11 October 2019	Allowance (\$) per annum on or after 11 October 2020
Teacher in a special school	CI 23.1(a)	2,769	2,838	2,909	2,982	3,057
Teacher of a special class	CI 23.1(c)	2,769	2,838	2,909	2,982	3,057
Teacher in charge - one teacher school with primary classes		4,447	4,558	4,672	4,789	4,909
Principal of area school	CI23.1(d)	4,447	4,558	4,672	4,789	4,909
Teacher in charge in a pre-school with two or more teachers	CI 23.1(e)	3,950	6,073	6,225	6,381	6,541
Teacher in charge in a pre-school with one teacher	CI 23.1(f)	1,910	2,937	3,010	3,085	3,162
Assistant Teacher in charge of a homeland centre		1,348	1,382	1,417	1,452	1,488
Senior college flexibility allowance	Commissioner's determination 1138 of 2004	6,152	Note that this allowance will cease upon the commencement date of the Agreement. Employees will receive a one-off payment of \$3,076 on that date, as per cl 69			
Highly Accomplished Teachers	CI 22	10,622	10,888	11,160	11,439	11,725
Lead Teacher Allowance	CI 22	22,242	22,798	23,368	23,952	24,551
		Allowance (\$) per fortnight before 11 October 2017	Allowance (\$) per fortnight at the first pay period on or after 11 October 2017	Allowance (\$) per fortnight on or after 11 October 2018	Allowance (\$) per fortnight on or after 11 October 2019	Allowance (\$) per fortnight on or after 11 October 2020
First Aid Allowance	CI 27	22.66	23.23	23.81	24.40	25.01

	Allowance (\$) per annum before 11 October 2017	Allowance (\$) per annum as at the first pay period on or after 11 October 2017	Allowance (\$) per annum on or after 11 October 2018	Allowance (\$) per annum on or after 11 October 2019	Allowance (\$) per annum on or after 11 October 2020
Remote Incentive Allowance - Single Rate					
				Clause 28	
Special Category	1,153	1,182	1,212	1,242	1,273
Category 1	3,836	3,932	4,030	4,131	4,234
Category 2	4,476	4,588	4,703	4,821	4,942
Category 3	7,036	7,212	7,392	7,577	7,766
Remote Incentive Allowance - Dependent Rate					
				Clause 28	
Special Category	1,438	1,474	1,511	1,549	1,588
Category 1	4,798	4,918	5,041	5,041	5,167
Category 2	5,597	5,737	5,880	5,880	6,027
Category 3	8,794	9,014	9,239	9,239	9,470

Remote Retention Payment	
Clause 29	
Special Category	(\$ per annum)
Category 1	500
Category 2	750
Category 3	1000

PART 2 - TABLES

7.3 Special Schools

7.3.1 Special Schools for salary-related allowances in accordance with clause 23.1(a).

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

Gunbalanya/Oenpelli	Ngukurr	Woolianna/Daly River
Haasts Bluff	Ntaria	Wugularr/Beswick
Harts Range	Numbulwar	Yarralin
Henbury	Nyirripi	Yirrkala
Imanpa/Mt Ebenezer	Papunya	Yuendumu

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

7.4 Approved Isolated Schools

7.4.1 Approved Isolated Schools for end of half semester travel in accordance with clause 30.4 of the Agreement.

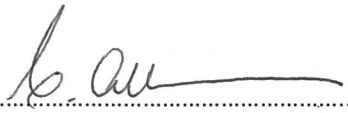
Alcoota	Ipolera	Pigeon Hole
Alekarenge/Warrabri	Jabiru Area *	Pularumpi/Garden Point
Alpurrurulam/Lake Nash	Jilkminggan/Djimbire	Ramingining
Alyangula	Kalkarindji	Robinson River
Amanbidji	Kiana	Rockhampton Downs
Ampilatwatja/Ammaroo	Lajamanu/Hooker River	Shepherdson College
Angurugu	Laramba/Napperby	Stirling
Areyonga	M'bungbara	Tennant Creek HS
Barunga/Bamyili	Mamaruni/Crocker Island	Tennant Creek PS
Bauhinia Downs/Nicholson River	Maningrida	Tennant Creek RO
Belyuen	Mataranka	Ti Tree
Borrooloola	Milikapiti/Snake Bay	Timber Creek
Bulla Camp	Miningimbi	Tipperary
Bulman	Milyakburra	Titjikala/Maryvale

Canteen Creek	Mt Allan	Ukaka HLC/Lilla
Corella Creek/Brunette Downs	Murray Downs	Umbakumba
Docker River	Mutitjulu	Urapunga
Douglas Daly	Neutral Junction	Utopia
Dundee Beach	Newcastle Waters	Wallace Rockhole
Elliott	Nganmarriyanga/Palumpa	Walungurru/Kintore
Epenarra	Ngukurr	Warruwi/Goulburn Island
Finke	Nhulunbuy HS	Watiyawanu/Mt Leibig
Gapuwiyak/Lake Evella	Nhulunbuy PS	Willowra
Gochan Jinny-Jirra	Nhulunbuy RO	Woolaning
Gunbalanya/Oenpelli	Ntaria	Woolianna/Daly River
Haasts Bluff	Numbulwar	Wugularr/Beswick
Harts Range	Nyirripi	Yarralin
Minyerri/Hodgson Downs	Papunya	Yirrkala
Hodgson River	Peppimenarti	Yuendumu
Imanpa/Mt Ebenezer		Yulara

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

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

**SIGNATORIES to the Northern Territory Public Sector Teachers'
2017 Enterprise Agreement**


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

Date: 11 / 17 / 2018


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Adam Lampe
Secretary
Australian Education Union (NT Branch)
Address: PO Box 41863, Casuarina NT 0811