

DARWIN PORT CORPORATION
(NORTHERN TERRITORY PUBLIC SECTOR)

2014 - 2018

ENTERPRISE AGREEMENT

AGREEMENT BETWEEN THE NORTHERN TERRITORY COMMISSIONER FOR
PUBLIC EMPLOYMENT AND DARWIN PORT CORPORATION EMPLOYEES

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement will be known as the *Darwin Port Corporation (Northern Territory Public Sector) 2014 - 2018 Enterprise Agreement*.

2. Period of Operation

This Agreement will come into effect seven (7) days after the approval from the Fair Work Commission and will remain in force until 30 June 2018.

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4. Definitions

For the purposes of this Agreement:

- 4.1 “Agreement” - means the *Darwin Port Corporation (Northern Territory Public Sector) –2014 - 2018 Enterprise Agreement*.
- 4.2 “By-law(s)” - means subordinate legislation so described, as varied from time to time, made under the PSEM Act.
- 4.3 “call back” - means the procedure in which an employee is recalled to work immediately and without prior notice.
- 4.4 “CEO” - means the Chief Executive Officer of Darwin Port Corporation.
- 4.5 “Commencement date” - means the commencement date of this Agreement as determined in accordance with sub-clause 0 of this Agreement.
- 4.6 “Commissioner” - means the Commissioner for Public Employment in the Northern Territory.
- 4.7 “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.
- 4.8 “day” - means the 24 hours from midnight one day to midnight the following day.
- 4.9 “DPC” - means the Darwin Port Corporation.
- 4.10 “employee” - means a person, employed by DPC under the PSEM Act, who is covered by this Agreement.
- 4.11 “employer” – means the Commissioner for Public Employment in the Northern Territory.
- 4.12 “Fair Work Commission” - means the body established under the *Fair Work Act*.
- 4.13 “FW Act”- means the *Fair Work Act 2009* (Commonwealth) as amended from time to time or any successor to that Act.
- 4.14 “JCC” - means the Joint Consultative Committee, which is a body consisting of DPC management and employee representatives.
- 4.15 ”National Employment Standards” – means the minimum employment standards applying under Chapter 2 of Part 2-2 of the *Fair Work Act*.
- 4.16 “NTPS” - means the Northern Territory Public Sector.

- 4.17 “NTPS Agreement” - means the Northern Territory Public Sector 2013 – 2017 Enterprise Agreement (Agreement ID: AE405518), or any replacement agreement to that agreement.
- 4.18 “operational employee” - means an employee with one of the following classifications: Port Service Worker; Maritime Security Guard, Harbour Control Officer or Marine Service Officer.
- 4.19 “on call” - means being available at home to commence duty without delay or within a reasonable time, before the next ordinary commencing time for that employee.
- 4.20 “pay cycle” - means the pay period of one (1) fortnight’s duration.
- 4.21 “Port” - means the area of water and land constituting the Port of Darwin comprised within the boundaries declared under Section 43A of the *Darwin Port Corporation Act* as amended from time to time.
- 4.22 “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.
- 4.23 “Regulations” - means the *Fair Work Regulations 2009* (Commonwealth) as in force from time to time.
- 4.24 “union” - means the Maritime Union of Australia (MUA), the Australian Maritime Officers’ Union (AMOU) or the Australian Manufacturing Workers’ Union (AMWU), depending on the context.
- 4.25 “week” - means a week of ordinary hours, pursuant to clause 35 of this Agreement.
- 4.26 “year of service” - means a calendar year that is not broken by any period of leave without pay. Any period of leave without pay will extend the calendar year by the equivalent number of working days.

5. Omitted

6. Parties Covered by this Agreement

- 6.1 This Agreement covers the:
- (a) Commissioner;
 - (b) Darwin Port Corporation;
 - (c) Maritime Union of Australia;
 - (d) Australian Maritime Officers’ Union;
 - (e) Australian Manufacturing Workers’ Union
 - (f) All employees employed in the Darwin Port Corporation who are covered by the classifications set out in clause 22 of the Agreement, who are members or are eligible to become members of the unions.

7. No Extra Claims and Negotiation of Replacement Agreement

- 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 Subject to sub-clause 7.3, the parties agree that they will not for the period from the commencement of this Agreement until its nominal expiry date, make claims for the

making of a further agreement, whether in relation to matters dealt with in this Agreement or otherwise.

- 7.3 Negotiations for a replacement agreement will commence four months prior to the nominal expiry date of this Agreement, or earlier or later by agreement between the parties.

8. Operation of PSEM Act, By-laws and Determinations

- 8.1 The Parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment. This Agreement will be read and interpreted 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.
- 8.2 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws or relevant Determinations will not be unilaterally varied without consultation with the affected parties prior to the formalisation of an amendment.
- 8.3 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

9. Intention, Commitment and Objectives

- 9.1 It is essential to the success of DPC that safe, efficient and effective port and marine services are provided to meet current and future demands and that work practices continue in a safe manner at all times.
- 9.2 It is also essential to the success of DPC that a spirit of trust and co-operation is achieved between the parties. To this end, DPC will:
- (a) provide accurate and comprehensive information to employees on a range of operational, industrial, personnel and organisational matters on a regular and systematic basis; and
 - (b) share information through formal and informal means such as briefings, day-to-day discussions, on-the-job discussions or through the JCC.
- 9.3 Any dispute will be settled in accordance with the dispute settling procedures contained in clause 11 of this Agreement.
- 9.4 Objectives
- (a) The parties agree to the following objectives to enable them to continually monitor and improve existing management and work practices and meet future challenges within DPC:
 - Objective 1: provide efficient DPC facilities and services and review performance indicators regularly to assist in improving the effectiveness of DPC performance;
 - Objective 2: ensure DPC operations are managed efficiently and effectively in the best interest of employees, DPC clients and stakeholders and the community it serves;
 - Objective 3: satisfy customer requirements through the provision of reliable, efficient and competitive service levels;
 - Objective 4: achieve real productivity improvements, as required by the Northern Territory Government and DPC customers;
 - Objective 5: facilitate fundamental, structural and attitudinal change required to continuously improve DPC operations;

- Objective 6: encourage optimum use of the Port, as a strategic part of the total transport infrastructure, for the economic benefit of the Northern Territory;
- Objective 7: support and assist other agencies in achieving DPC and government objectives;
- Objective 8: market and promote the advantages of the geographic location of the Port;
- Objective 9: ensure employees have the opportunity to work in a safe and healthy working environment;
- Objective 10: improve employee relations and avoid industrial disputation through increased communication, information sharing and consultation;
- Objective 11: provide employees with the opportunity to make contributions to decisions affecting them, their work and their working environment;
- Objective 12: assist all employees to accept the responsibility and accountability appropriate to their role in DPC; and
- Objective 13: provide career paths for employees through the acquisition of skills, training and more flexible work practices in keeping with the operational requirements of DPC.

10. Joint Consultative Committee (JCC)

- 10.1 The JCC will continue during the life of this Agreement.
- 10.2 The JCC will monitor the implementation of the agreed work and management practices and may make appropriate recommendations to DPC management.
- 10.3 In relation to staffing levels, the JCC may undertake an annual review in January each year taking account of the:
 - (a) changing nature of DPC business;
 - (b) work practices;
 - (c) safety;
 - (d) flexibility of operations;
 - (e) efficiency of operations; and
 - (f) budget capacity.
- 10.4 Following the review the JCC may make appropriate recommendations to the CEO.
- 10.5 The JCC may meet quarterly.
- 10.6 The JCC will consider policies, including, but not limited to:
 - (a) the health and well-being of employees;
 - (b) equity and diversity;
 - (c) flexible working arrangements;
 - (d) Attendance at Work and Engagement;
 - (e) Code of Conduct and Disciplinary Procedures;
 - (f) Managing Fatigue in the Workplace;
 - (g) Clothing; and
 - (h) Drug and Alcohol.
- 10.7 Subject to the operational requirements of DPC and approval by the manager, the DPC commits to providing reasonable paid time for JCC employee representatives to meet prior to each JCC meeting.

PART 2 – PROCEDURAL MATTERS

11. Dispute Settling Procedures

11.1 The Parties are committed to avoiding industrial disputation about the application of this Agreement. Subject to sub-clauses 11.2 and 11.3 this clause sets out procedures to settle a dispute that relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards.

11.2 This clause does not apply in relation to disputes about:

- (a) refusals for requests for flexible work arrangements on reasonable business grounds under sub clauses 57.4 of this Agreement and 49.14(b) of the NTPS Agreement, and section 65(5) of the FW Act;
- (b) refusals of requests for extended parental leave on reasonable business grounds under sub-clause 49.13 of the NTPS Agreement, and under section 76(4) of the FW Act; and
- (c) pay progression assessment outcomes for Senior Port Professional Officer and Senior Port Administrative Officer classification levels as set out in Attachment A.

11.3 This clause does not prevent an employee who is aggrieved in relation to the matters referred to in paragraph 11.1(a) and 11.2 above from instead seeking review under section 59 of the PSEM Act.

11.4 General

In the event of a dispute arising in relation to a matter covered by this Agreement, the following procedure will apply:

- (a) Subject to the requirements of the FW Act, a party to a dispute may appoint the union or 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 co-operate to ensure that these processes are carried out expeditiously;
- (c) While a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice. Provided that, this does not apply to an employee who has reasonable concerns about imminent risk to his or her health and safety, has advised the CEO of this concern and has not unreasonably failed to comply with a direction by the CEO to perform other available work that is safe and appropriate for the employee to perform;
- (d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of FW Act will be applied by Fair Work Commission with respect to the exercising of its functions and powers under this clause;
- (e) Any decision or direction that Fair Work Commission makes in relation to the dispute shall be in writing;
- (f) Subject to the right of appeal under sub-clause 11.7(d) of this Agreement, any direction or decision of the Fair Work Commission, be it procedural or final, will be accepted by all affected persons and complied with by the parties.

11.5 Internal Resolution

- (a) In the event of a dispute, the parties will, in the first instance, endeavour to resolve the matter internally as follows:

- Stage 1: The employee will refer the matter to his or her immediate supervisor for resolution, who may request that the employee provide written details of the matter; provided that, where the dispute concerns alleged actions of the immediate supervisor, the employee may by-pass this stage.
- Stage 2: If the matter cannot be resolved under stage 1, it will be referred in writing to the relevant manager for resolution.
- Stage 3: If the matter cannot be resolved under stage 2, it will be referred in writing to the CEO for resolution.
- Stage 4: If the matter cannot be resolved under stage 3, 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 this sub-clause will begin within 48 hours of and be completed within five (5) working days of the referral relating to that particular stage.

11.6 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with sub-clause 11.5(a) of this clause, any party may refer the dispute to the Fair Work Commission, for resolution by conciliation.
- (b) Provided the requirements of sub-clauses 11.4 and 11.5 of this clause 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 Fair Work Commission will be regarded as completed when:
 - (i) the parties have reached agreement on the settlement of the dispute; or
 - (ii) the member of the Fair Work Commission conducting the conciliation has either of his or her own motion or after application by any party, satisfied him or herself that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

11.7 Arbitration

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

11.8 Leave to attend industrial proceedings

- (a) An employee required by summons or subpoena to attend industrial proceedings, or to give evidence in proceedings affecting the employee will be granted paid leave.
- (b) Leave to attend industrial proceedings counts as service for all purposes.

12. Management of Change and Consultation

12.1 This clause applies if the CEO:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

12.2 For a major change referred to in paragraph 12.1(a)

- (a) the CEO must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 12.3 to 12.9 apply.

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

12.4 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.

12.5 As soon as practicable after making a decision, the CEO must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the CEO is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

12.6 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

12.7 The CEO must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

12.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the CEO, the requirements set out in paragraph 12.2(a) and subclauses 12.3 and 12.5 are taken not to apply.

12.9 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 of 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.

Change to regular roster or ordinary hours of work

- 12.10 For a change referred to in paragraph 12.1(b):
- (a) the CEO must notify the relevant employees of the proposed change; and
 - (b) subclauses 12.10(a) to 12.15 apply.
- 12.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 12.12 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.
- 12.13 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) for the purposes of the discussion — provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the CEO reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the CEO reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 12.14 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 12.15 The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 12.16 In this clause:
- relevant employees* means the employees who may be affected by a change referred to in subclause 12.1

13. Individual Flexible Working Arrangements

- 13.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement (including Attachments) if the arrangement:
- (a) deals with one or more of the following matters of this Agreement:
 - (i) arrangements about when work is performed within the span of hours;
 - (ii) payment for overtime taken as pay or time off in lieu of payment
 - (iii) commuted salaries or allowances.
 - (b) meets the operational needs of the Agency;
 - (c) is genuinely agreed to by the CEO and employee;
 - (d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;
 - (e) must not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - (f) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

- 13.2 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;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (c) states the period of operation of the arrangement.
- 13.3 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.
- 13.4 The Commissioner will not approve an individual flexibility arrangement unless the Commissioner is satisfied that the requirements of this clause have been met.
- 13.5 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 FW Act requirements) to the other party to the arrangement; or
 - (b) if the CEO and employee agree in writing – at any time.
- 13.6 An employee may choose to be represented by his or her nominated representative in relation to the development and implementation of individual flexible arrangements.

14. Variation to Working Arrangements for Groups of Employees

- 14.1 A group of employees and the DPC may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:
- (a) hours of work, including rostered days off, restricted duties or flextime;
 - (b) commuted salaries or allowances;
 - (c) meal breaks and
 - (d) leave.
- 14.2 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) will not result in detriment to other groups of employees;
 - (e) be recorded in writing and approved by the CEO;
 - (f) if required by the parties, include a mechanism to terminate and/or review the agreement; and
 - (g) require approval of the Commissioner and implementation via a Determination or other appropriate instrument.
- 14.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.

14.4 Relevant unions will be consulted on proposed arrangements, prior to the approval of the Commissioner.

15. Omitted

16. Omitted

17. Union Delegates and Training

17.1 Union Representation

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

17.2 Union Training Leave

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

17.3 Communications

For the purpose of assisting employees to understand their rights and entitlements under the Agreement, the CEO shall, where practicable, make

available facilities to assist the Union to display notices that are relevant to employment matters on general staff notice boards.

18. Omitted

19. Omitted

20. Use of Contractors

Introduction

- 20.1 The DPC affirms its support for the ongoing security of employment of DPC employees to perform work at DPC facilities.
- 20.2 Various forms of contractor arrangements are a normal part of DPC's operations including the use of contractors to do the work otherwise performed by DPC employees.
- 20.3 Security of employment of employees at DPC will not be impaired by the use of contractors. In particular, DPC does not intend to utilise contractors to reduce its commitment to training of on-going employees.
- 20.4 Where operational decisions result in substantial change in the workplace that affect DPC employees, the change management provisions in this agreement apply and where necessary, clause 52 (Security of Employment, Redeployment and Redundancy) provisions will apply.

Guiding management principles

- 20.5 The following guiding management principles will apply in relation to any decision to engage contractors:
 - (a) how can we do it best using DPC employees;
 - (b) how can we do the work in the most cost effective manner; and
 - (c) how can we best meet operational requirements.
- 20.6 The parties recognise and accept that there may be a requirement to utilise outside contractors to perform DPC work from time to time. In addition, there may be some projects where the above guiding management principles are best achieved by a combination of DPC employees and contractors.

Agreed arrangements

- 20.7 The objective of these arrangements is to describe the basis and process for the use of contractors in the context of the introduction statement and the guiding management principles as expressed above.
- 20.8 DPC employees will be used to perform all work:
 - (a) which can be carried out in a efficient and effective manner;
 - (b) which can be done by DPC employees in the necessary timeframe; and
 - (c) where DPC employees have the necessary skills to perform the work.
- 20.9 The DPC, its employees and unions will participate in restructuring where deemed appropriate to improve the effectiveness and efficiency of services provided. The DPC will use its best endeavours to utilise all employees in the most cost effective manner.

- 20.10 DPC will provide to the JCC a 6 monthly report on the use of contractors engaged by DPC to undertake operational work that would otherwise be performed by DPC Employees.
- 20.11 In an emergency situation DPC will engage a contractor and advise relevant unions at the earliest opportunity. Normal work will be resumed by DPC employees once the urgency of the work has been resolved.

Training

- 20.12 Where the use of contractors is the result of an ongoing need for a particular skill, which employees could reasonably be expected to acquire and use, subject to the operational capacity of the DPC, the CEO will provide appropriate training to develop an in-house capacity.

Definition

- 20.13 For the purpose of this clause “contractor” is defined to apply to any person, other than employees of the DPC to perform any work for or on behalf of the DPC.

PART 3 –CLASSIFICATIONS, SALARIES AND ALLOWANCES ETC

21. Omitted

22. Classifications

- 22.1 The following classifications covered by this agreement, and related employment arrangements for 12 hour shift rosters, allowances and annualised salaries, are detailed in Attachments B, D and E respectively.
- 22.2 Marine Service Officer
- (a) Duties for a Marine Service Officer (MSO) will be specified in a DPC Job Description.
 - (b) A MSO is required to maintain the qualifications required to undertake the duties of their job.
 - (c) Failure to maintain the required qualifications will, provided the MSO is afforded reasonable opportunity to maintain or obtain the necessary qualifications, result in consideration of appropriate redeployment.
 - (d) Progression for a MSO is dependent upon obtaining the necessary skills and competencies and the availability of a promotional position.
- 22.3 Maritime Security Guard
- (a) Duties for a Maritime Security Guard (MSG) will be specified in a DPC Job Description.
 - (b) A MSG is required to maintain the qualifications required to undertake the duties of their job.
 - (c) Failure to maintain the required qualifications will, provided the MSG is afforded reasonable opportunity to maintain or obtain the necessary qualifications, result in consideration of appropriate redeployment.
- 22.4 Harbour Control Officer
- (a) Duties for a Harbour Control Officer (HCO) will be specified in a DPC Job Description.

- (b) A HCO is required to maintain the qualifications required to undertake the duties of their job.
- (c) Failure to maintain the required qualifications will, provided the HCO is afforded reasonable opportunity to maintain or obtain the necessary qualifications, result in consideration of appropriate redeployment.

22.5 Port Service Worker

- (a) Duties for a Port Service Worker (PSW) will be specified in a DPC Job Description.
- (b) Subject to paragraph (c) progression for a PSW is dependent upon obtaining the necessary skills and competencies and the availability of a promotional position.
- (c) An employee may only progress to PSW1.5, PSW2.5 or PSW3.5 provided the CEO is satisfied the employee has attained and demonstrates the application of the necessary skills and competencies for the level immediately above, ie PSW2, PSW3, or PSW4, and the employee periodically performs duties as required for the relevant designation.

22.6 Port Administrative Officer / Senior Port Administrative Officer

- (a) Port Administrative Officer (PAO) and Senior Port Administrative Officer (SPAO) levels are determined by using the Mercer Job Evaluation System.
- (b) Subject to paragraph (c), an employee will progress one pay point within the pay scale for their classification after 12 months continuous service or after 12 months broken service in the preceding 24 months, at a particular pay point.
- (c) The pay progression principles for Senior Port Administrative Officers are specified in Attachment A.
- (d) An employee who is promoted will have included, for the purpose of calculating his or her increment date, any previous period during which they have performed higher duties at the new classification level or a higher classification.

22.7 Port Professional Officer / Senior Port Professional Officer

- (a) Port Professional Officer (PPO) and Senior Port Professional Officer (SPPO) levels are determined by using the Mercer Job Evaluation System.
- (b) Subject to paragraph (c), an employee will progress one pay point within the pay scale for their classification after 12 months continuous service or after 12 months broken service in the preceding 24 months, at a particular pay point.
- (c) The pay progression principles for Senior Port Professional Officers are specified in Attachment A.
- (d) An employee who is promoted will have included, for the purpose of calculating his or her increment date, any previous period during which they have performed higher duties at the new classification level or a higher classification.

23. Salaries and Related Matters

23.1 Salary levels

The salary levels for all employees covered by this Agreement are set out in Attachment B to this Agreement.

23.2 Salary Increases

The salaries set out in Attachment A have been increased as follows:

- (a) 3% effective from 1 July 2014.
- (b) 3% effective from 1 July 2015.
- (c) 3% effective from 1 July 2016.
- (d) 3% effective from 1 July 2017.

23.3 Payment of Salaries

- (a) Salaries are paid fortnightly in arrears.
- (b) On separation from DPC, all salary and monies owing to the employee will be forwarded within 1 week of the employee's separation.

24. Omitted

25. Recovery of Overpayments and Relocation Costs on Cessation of Employment

25.1 Where an employee who has a financial debt to the Northern Territory Government in relation to his or her employment (such as an 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.

25.2 The DPC is permitted to deduct relocation costs in certain circumstances.

- (a) The CEO may authorise a deduction from an employee's final salary payment to recover relocation expenses associated with the recruitment of the employee, if:
 - (i) the employee is a fixed period employee and the employee terminates their contract of employment before the expiry of the contract; or
 - (ii) the employee is an ongoing employee and the employee terminates his or her contract of employment within 12 months of the start of the employee's employment.
- (b) Relocation expenses are expenses covered by By-law 27, Relocation Expenses - Employment or Transfer.

25.3 Sub-clause 25.2 will not apply in those circumstances in which:

- (a) the CEO and the employee mutually agree to terminate the contract of employment; or
- (b) the CEO decides that special circumstances apply.

26. Payment of Superannuation Contributions

26.1 The subject of Superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the Parties

26.2 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.

26.3 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 NTSSS schemes)*

- 26.4 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.
- 26.5 Where applicable, employer superannuation contributions will be calculated inclusive of an employee's annualised salary or the employee's base salary plus 12 hour shift roster allowance.

27. Salary Sacrifice

27.1 Salary Sacrifice for Employer Superannuation

- (a) Under this Agreement an employee may choose to salary 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.
- (b) Under the arrangement the following conditions apply:
- (i) an employee who currently has his or her 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;
 - (ii) an employee who currently contributes 6% to the Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS), may salary sacrifice into the NTGPASS or another complying superannuation fund;
 - (iii) an employee who currently contributes to the Commonwealth Superannuation Scheme (CSS) is not able to salary sacrifice into the scheme, but can salary sacrifice into a complying superannuation fund;
 - (iv) 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. The arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly;
 - (v) the arrangement does not operate to reduce employer contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of the implementation of salary sacrifice arrangements;
 - (vi) where 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 will 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.

27.2 Salary Sacrifice Packaging

- (a) 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.
- (b) Under the arrangement the following conditions apply:
- (i) the scheme operates at no additional cost to the Northern Territory Government, either directly or indirectly;

- (ii) an employee employed on a fixed period basis for less than 12 months may only have access to salary sacrifice packaging with the approval of the CEO;
- (iii) 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 will be met by the employee;
- (iv) an employee will meet any administration costs as part of the salary sacrifice arrangements, including Fringe Benefits Tax (FBT) liabilities that may arise;
- (v) an employee's salary for superannuation purposes, and severance and termination payments, will be the gross salary which they would have received had the employee not entered into a salary sacrifice packaging arrangements; and
- (vi) an employee will provide evidence of having obtained or waived his or her right to obtain independent financial advice before taking up salary sacrifice arrangements.

28. Casual Employment

- 28.1 A casual loading of 25% in lieu of recreation, personal leave and public holiday entitlements is payable to a casual employee.
- 28.2 Casual employment is not meant to be used as a substitute for ongoing employment.

29. Allowances

- 29.1 Allowance Schedule

The new allowance levels are set out in Attachment B to this Agreement.

- 29.2 Consolidated Allowance

- (a) From 1 July 2003, the allowances specified in this sub-clause, previously paid to an “operational employee”, were consolidated into a single allowance, and incorporated into their annual salaries.
- (b) The Consolidated Allowance incorporates:
 - (i) Telephone (52 weeks pa)
 - (ii) All bulk, noxious, or hazardous cargoes (including zinc/copper/lead or sulphur);
 - (iii) Noise;
 - (iv) Dangerous/ Explosive tools;
 - (v) Industry Allowance;
 - (vi) Confined Space;
 - (vii) Disability Allowance;
 - (viii) Dirty Work;
 - (ix) Wet Places;
 - (x) Tradesmen’s Rates;
 - (xi) Height Money;
 - (xii) Wharf Construction;
 - (xiii) Insulation Work;
 - (xiv) Boiler Cleaning;
 - (xv) Termite Protection;
 - (xvi) Incinerator Allowance; and
 - (xvii) Licensed Electrician Special Class.
- (c) The parties agree that there will be no claims for additional allowances during the life of this Agreement.

29.3 Market Trade Allowance

- (a) An employee holding a trade qualification employed to perform trade duties will be paid a market trade allowance, as set out in Attachment B to this Agreement.
- (b) The allowance will be paid at a rate for day workers and a separate rate for employees working 12 hour shifts.
- (c) The allowance will:
 - (i) be paid fortnightly; and
 - (ii) count as salary for all purposes.
- (d) An employee is only entitled one market trade allowance, irrespective of the number of recognised trade qualifications they hold or are required to use.

29.4 12 Hour Shift Roster Allowance

Provisions for the payment of 12 hour shift roster allowance are set out in Attachment D to this Agreement.

29.5 Tool Allowance

- (a) Tradespersons are required to provide their own hand tools and will be paid an all-purpose allowance for the replacement of tools, as set out in Attachment B to this Agreement.
- (b) The allowance will be paid at a rate for day workers and a separate rate for employees working 12 hour shifts.

29.6 Compensation for Damaged Tools Allowance

- (a) DPC will provide a suitable and secure weatherproof lock-up to store an employee's personal tools required pursuant to sub-clause 29.5.
- (b) An employee will be compensated for the loss or damage of his or her personal tools by fire on, or theft from, DPC premises.
- (c) Unless otherwise provided for in paragraph (d), such compensation will be as set out in Attachment B to this Agreement.
- (d) To be fully compensated up to the limit prescribed by paragraph (c), an employee must:
 - (i) have obtained management approval to store personal tools on DPC premises;
 - (ii) supply a list of the tools that are stored on DPC premises; and
 - (iii) update the list of tools stored whenever a change occurs.

29.7 First Aid Allowance

- (a) Employees designated to act as first aid officers will be required to hold a first aid certificate.
- (b) Designated employees holding a first aid certificate will be paid an allowance, as set out in Attachment B to this Agreement.
- (c) Employees who are required to hold and maintain a first aid certificate for a qualification essential to their position will be paid the allowance
- (d) The allowance will be paid fortnightly in the pay cycle.
- (e) DPC agrees to make the necessary resources available for an employee who is to be designated as a first aid officer to gain a first aid certificate.

29.8 Higher Duties Allowance

- (a) An employee may be directed to perform work of a classification that attracts a higher salary.

- (b) An employee performing higher duties for a period in excess of 4 consecutive working days will be paid at the higher rate for the full period.
- (c) An employee may be paid partial higher duties where it can be clearly identified that they are not undertaking all of the duties of the higher position, as assessed by the relevant manager on a case by case basis.
- (d) Notwithstanding sub-clause (a) of this clause, an employee may refuse to undertake higher duties.
- (e) Sub-clause (b) of this clause does not apply to MSO1 or MSO2 employees who hold a Master Class 5 Certificate (and/or other relevant qualification for the MSO3 position as specified in relevant Job Description) and are required to assume responsibility for a vessel due to the temporary unavailability or incapacity of the Master for a whole day.

29.9 Meal Allowance

- (a) An employee entitled to a meal allowance will be paid an allowance, as set out in Attachment B to this Agreement.
- (b) Meal allowance(s) will be paid in each employee's pay cycle.
- (c) A meal allowance for notified or un-notified overtime will only be paid after the employee works five (5) hours of overtime.
- (d) An additional meal allowance will be paid to an employee working overtime after each additional five (5) hours.
- (e) This allowance applies to an operational employee when they work overtime, which qualifies for a Meal Allowance, except where overtime is incorporated into an employee's annual salary or the employee is in receipt of twelve hour shift roster allowance as specified in Attachments D or E.

29.10 On-Call Allowance

- (a) An employee required to be on call is entitled to be paid at the on call rate set by the Commissioner and prescribed by Determination.
- (b) The CEO may direct an employee to hold themselves in readiness to perform overtime.
- (c) The CEO will not approve an application for payment under this clause unless satisfied that the requirements of this clause have been complied with.
- (d) Advice of the requirement to be on call will be given:
 - (i) prior to the duty in question being undertaken, and
 - (ii) before the employee ceases ordinary time duty.
- (e) Except with the express approval of the Commissioner, an employee holding or acting in a designation in relation to which the salary payable exceeds the maximum salary payable in relation to the overtime barrier in clause paragraph 39.5(b) of this Agreement is not eligible to receive an on call allowance.

29.11 Team Leader Allowance

- (a) DPC may appoint an employee as a team leader if that employee organises a team of four or more employees at the same classification level.
- (b) A Team Leader will receive an all-purpose allowance, as set out in Attachment B to this Agreement.
- (c) DPC may nominate a team leader for a single project or for work of a continuous nature.
- (d) The minimum period of appointment will be a fortnight.
- (e) Any dispute regarding the appointment of a Team Leader will be dealt with in accordance with clause 11 Dispute Settling Procedures.

30. Omitted

PART 4 – HOURS OF WORK, BREAKS, OVERTIME, PUBLIC HOLIDAY WORK ETC

31. Notification of Work Requirements

Improved flexibility of work allocation will be necessary to meet the fluctuations experienced in the industry. DPC will advise employees of work requirements in a timely manner in order to minimise inconvenience, while providing the required level of service to DPC users.

32. Omitted

33. Flexibility of Hours

- 33.1 Employees may be rostered to start early or finish late (within the span of hours), provided their roster does not exceed the maximum number of ordinary hours to be worked per week.
- 33.2 Flexibility allows for employees to be required to start early on one day or finish later on another day.
- 33.3 Flexibility is conditional on notice of changes being provided before finishing duty on the previous day and that the demand for flexibility is not changed every working day in a week.
- 33.4 Where prior knowledge of changing times is available, a roster will be drawn up giving employees advance notice of changes.

34. Part-time Employment

- 34.1 An employee currently employed on a full-time basis will not be required to convert to part-time employment or transfer without his or her consent to enable part-time employment.
- 34.2 At the time of engagement or of conversion from full-time employment, the CEO and the employee will agree in writing on a regular pattern of part-time work (agreed hours), specifying at least the hours worked each day, which days of the week the employee will work, and the actual starting and finishing times each day.
- 34.3 Changes to hours of work originally established may only be made by mutual agreement in writing between the CEO and the employee.
- 34.4 The span of hours during which a part-time employee may work ordinary hours is the same as that applicable to a full-time employee.
- 34.5 A part-time employee will not be employed for less than 15 hours per fortnight.
- 34.6 An employee may request, and where agreed to by the CEO, may work fewer hours per fortnight than the minimum limit stipulated in sub-clause 34.5.
- 34.7 Overtime will only be paid for work performed:
 - (a) Outside the normal span of hours as specified in clause 35, except where the employee is a shift worker; or
 - (b) In excess of ordinary hours of work as specified in clause 35; or
 - (c) As call back under clause 40; or
 - (d) After working in excess of 75 hours per fortnight.

- 34.8 A part-time employee is entitled to all conditions of employment applicable to a full-time employee as specified in this Agreement, on a pro rata basis.
- 34.9 Entitlement to service increments will be on the basis of having worked the same chronological time that entitles a full-time employee to an increment, regardless of the number of hours worked. Prior to implementing new part-time employment arrangements, at the employee's request the relevant union will be advised in writing.
- 34.10 Advice will be given not less than 14 days prior to a final decision being made to implement the part-time arrangement provided that a lesser notice may be agreed with the employee, and the union at the employee's request, in a particular instance.
- 34.11 Unions will be advised, when requested, of the number of part-time employees employed by the Corporation.

35. Ordinary Hours of Work

- 35.1 12 Hour Operational Shift Workers (HCO, MSG, MSO, PSW)
- (a) Under this Agreement, hours of work for 12 hour operational shift workers will be in accordance with a 24 hour, 7 day per week, 12 hour shift roster as specified in Attachments D and E to this Agreement.
- 35.2 Operational Day Workers (HCO, MSG, MSO, PSW)
- (a) In accordance with clause 33.1 employees may be rostered within the span of hours from 6.00am and 6.00pm.
- (b) Ordinary hours of work are 7½ hours per day or 37½ hours per week, exclusive of the meal break, worked Monday to Friday, within the span of hours.
- (c) Changes to regular rosters will be managed in accordance with clause 12.10.
- (d) Ordinary hours for non- shift workers will normally be worked from 7.30am to 3.30pm, unless rostered otherwise to meet operational needs.
- 35.3 Administrative and Professional Officers (PAO SPAO PPO SPPO)
- (a) In accordance with clause 33.1 employees may be rostered within the span of hours from 6.00am and 6.00pm.
- (b) Unless otherwise provided for in this Agreement, ordinary hours of work are 37½ hours per week, to be worked continuously, except for a meal break, Monday to Friday.
- (c) These classifications may access NTPS Flexible working hours guidelines (flextime) subject to CEO approval.

36. Meal and Rest Breaks

- 36.1 An operational non-shift employee is entitled to two (2) breaks of 55 minutes combined duration.
- 36.2 Meal Break
- (a) Unless authorised to do so, an employee will not work for more than five (5) hours continuously without a meal break of at least 30 minutes.
- (b) An operational employee working day work is entitled to an unpaid 30 minute meal break.
- (c) An employee other than an operational employee is entitled to an unpaid 1 hour meal break after 5 hours of continuous work.

36.3 Rest Break

- (a) An operational employee working day work is entitled to a 25 minute rest break.
- (b) DPC and the employee will determine the timing of breaks, based on the nature of the work at hand.

36.4 12 Hour Shift Worker Breaks

An operational employee who is a 12 hour shift worker is entitled to two uninterrupted 30 minute breaks to be taken at a time appropriate to the operational requirements of the work area.

37. Shift Work

37.1 Shift work means a cycle of shifts that includes day shift, afternoon shift and night shift, as follows:

- (a) “day shift” - means a shift starting at or after 6.00am and before 10.00am;
- (b) “afternoon shift” - means a shift starting at or after 10.00am and before 8.00pm; and
- (c) “night shift” - means a shift starting at or after 8.00pm and before 6.00am.

37.2 Ordinary working hours on shift work will not exceed the average of the hours prescribed by clause 35 of this Agreement.

37.3 Shift Roster

- (a) A shift roster will:
 - (i) provide for rotation, unless all the employees desire otherwise and agreed to by the CEO;
 - (ii) provide that not more than 8 shifts are worked in any 9 consecutive days; and
 - (iii) not be changed until after 4 weeks’ notice. Provided that, an employee’s place on each roster will not be changed except by one week’s notice of such change (or less than one week by agreement), or payment of penalty rates.
- (b) An employee who presents for work in accordance with the shift roster will work the hours prescribed by the roster.
- (c) A shift worker asked to work outside his or her rostered shift hours will be paid at the rate of double time, except where the arrangements have been made between employees themselves or in the case of rotation of a shift or when a relief employee does not commence work at the scheduled time.

37.4 Shift Penalties

- (a) The following penalties are paid in addition to an employee’s ordinary time rate:
 - (i) afternoon and night shift - 15%
 - (ii) night shift of more than 4 consecutive weeks or permanent night shift during a period of engagement - 30%
 - (iii) night shift that does not rotate or alternate with another shift or with day work so as to give the employee at least 1/3 of his or her working time off night shift - 30%
 - (iv) afternoon or night shift that does not continue for at least 5 consecutive afternoons or nights in a 5-day block, or for at least 6 successive afternoons or nights in a 6-day block - 50%

- (v) shift work performed between midnight on Friday and midnight on Sunday - 50%
- (vi) shift work performed on a public holiday - 100%
- (vii) Weekend and public holiday rates are in substitution for and not cumulative on other shift premiums.

38. Requirement to Work Reasonable Additional Hours

- 38.1 Subject to this clause, DPC may require an employee to work reasonable additional hours at the appropriate rate.
- 38.2 An employee may refuse to work additional hours when working the additional hours would result in the employee working unreasonable hours.
- 38.3 In determining whether the requirement to work additional hours is reasonable, all relevant factors must be taken into account. Considerations may include, but are not limited to:
- (a) any risk to the employee's health and safety from working the additional hours;
 - (b) the employee's personal circumstances (including family responsibilities);
 - (c) the operational requirements of DPC that necessitated the requirement to work the additional hours;
 - (d) any notice given by DPC of any request or requirement to work the additional hours;
 - (e) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (f) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (g) the nature of the employee's role, and the employee's level of responsibility;
 - (h) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (i) whether the additional hours fall on a public holiday;
 - (j) the employee's hours of work over the 4 weeks ending immediately before they were required or requested to work the additional hours; or
 - (k) any other relevant matter
- 38.4 No employee will work more than 16 hours (inclusive of normal rostered working hours) within a 24 hour period, other than in exceptional circumstances or emergencies.

39. Overtime

- 39.1 12 hour shift workers
- (a) Overtime provisions for employees employed on annualised salary arrangements or who are in receipt of 12 hour shift allowance are set out in Attachments D and E to this Agreement.
- 39.2 Notified Overtime
- (a) Advice of notified overtime is:
 - (i) during work hours - advice that an employee is required to:
 - A. work overtime continuous with ordinary time the next day; or
 - B. work overtime continuous with ordinary time at some later date; or
 - C. return to work overtime.

- (ii) after an employee has left DPC premises - advice of the requirement that is not less than 10 hours before the overtime is due to start.

39.3 Approval of Overtime

- (a) An employee must obtain approval from the appropriate Manager before working overtime.
- (b) Managers may approve overtime in accordance with the DPC Human Resource Delegations Manual, as varied from time to time.

39.4 Payment for Overtime

- (a) Subject to the provisions of this clause, overtime is all time worked in excess of ordinary hours or outside the span of ordinary hours.
- (b) An employee who works approved overtime is entitled to payment at the rate of double time for the additional hours worked, except for call back, pursuant to sub-clause 40.5.
- (c) Overtime commences when an employee arrives at the DPC facility.
- (d) Overtime on a public holiday is paid in accordance with clause 44 – Work on a Public Holiday.

39.5 Port Administrative / Professional Officers

- (a) A full-time Port Administrative Officer or Port Professional Officer is entitled to overtime for work performed outside the span of ordinary hours of 6.00am to 6.00pm or in excess of 7½ hours per day or in excess of 75 hours per fortnight.
- (b) A Port Administrative Officer or Port Professional Officer whose annual salary is in excess of the maximum salary payable to a Port Administrative Officer level 6 is not eligible for overtime payments.

39.6 Overtime – part time employees

- (a) Overtime for part time employees will be in accordance with clause 34.7.

39.7 Minimum Payment

- (a) The minimum payment for on-call or call back is:
 - (i) 3 hours Monday to Friday; and
 - (ii) 4 hours on Saturdays, Sundays and Public Holidays.

39.8 Cancellation or Deferral of Overtime

- (a) DPC may cancel a notice of overtime at any time while the employee is actually working, or up to 2 hours before the overtime is due to start.
- (b) Cancellation of overtime outside the 2 hours referred to in paragraph (a) attracts no additional payment.
- (c) Cancellation of overtime inside the 2 hours referred to in paragraph (a) attracts a payment of 2 hours at double time.
- (d) Notified overtime may be deferred up to a maximum period of 3 hours from the scheduled start of the overtime, or on 1 occasion only.
- (e) Overtime deferral or cancellation penalties require the relevant Manager's approval prior to payment.
- (f) If the deferral of overtime exceeds the 3 hour maximum, the overtime is deemed to be cancelled and a payment in accordance with paragraph (c) applies.

39.9 Relief Employee

If a relief employee does not commence work at the scheduled time after the employee has finished his or her ordinary shift, such unrelieved employee will be paid at the rate of double time.

39.10 Transport of an Employee in Connection with Overtime Attendance

- (a) If an employee finishes overtime or a non-rostered shift at a time when reasonable means of public transport is not available, DPC will:
 - (i) provide transport for the employee; or
 - (ii) reimburse the employee for reasonable expenses incurred in travelling home.

40. Call-back

40.1 Subject to sub-clause 39.2 (Notified Overtime), payment for a call back is made pursuant to sub-clauses 39.4 and 39.5 of the overtime clause of this Agreement.

40.2 An employee may not be required to work the full minimum paid time if the job the employee was recalled to perform is completed within a shorter period, subject to clause 41.

40.3 Sub-clause 39.4 will not apply in cases where it is customary for an employee to return to perform a job outside ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

40.4 Overtime worked on a call back is not regarded as overtime for the purpose of a rest period where the actual total time worked is less than 3 hours.

40.5 Time spent travelling, waiting or standing by will be recorded as time worked for the purpose of calculating the call back overtime.

41. Duties During a Call-back

DPC may require an employee to undertake a range of duties in any call back, provided that the duties are within the scope of the employee's skills and training.

42. 10 Hour Break

42.1 Whenever reasonably practicable, DPC will arrange overtime so that employees have at least 10 consecutive hours off duty.

42.2 If overtime prevents an employee from having 10 consecutive hours off duty – between the completion of one day's ordinary hours and commencement of the next day's ordinary hours – the employee will, subject to this clause, be released from duty after completion of the overtime until they have had 10 consecutive hours off duty, without loss of pay for ordinary working hours.

42.3 If DPC requires an employee to either continue working or to resume duty without having had 10 consecutive hours off duty, the employee will be:

- (a) paid double time until they are released from duty; and
- (b) entitled to be absent from duty for 10 consecutive hours, without loss of pay for ordinary working hours during that absence.

43. Time-off In Lieu of Overtime Payment (TOIL)

43.1 Eligibility

- (a) Unless approved by the Commissioner, TOIL does not apply to an employee who holds or is acting in designations affected by the overtime barrier, pursuant to paragraph 39.5(b).
- (b) If an employee is due to receive payment for overtime worked and is promoted beyond the overtime barrier, pursuant to paragraph 39.5(b), payment will be made at the employee's salary rate immediately before their promotion.

43.2 Requests

- (a) An employee who has worked overtime may request TOIL instead of payment for time worked.
- (b) Requests for TOIL must be addressed in writing to the CEO and approval will not be unreasonably withheld.
- (c) Where TOIL is granted, it will be taken at the ordinary time rate, that is one hour for each hour of additional time worked; and at a time or times agreed between DPC and the employee.

43.3 Accumulation

- (a) The maximum amount of TOIL that can be accumulated is 40 hours.
- (b) Time off in lieu of overtime must be used within 8 months from the original date of entitlement.
- (c) Subject to paragraph 43.1(b), if time off in lieu is not used within the 8 months specified in paragraph (b), an employee will receive payment at the appropriate overtime rates calculated in accordance with the employee's salary at the time of actual payment.

44. Work on a Public Holiday

44.1 Public holiday provisions are in accordance with clause 51 (Public Holidays).

44.2 Work on a public holiday must be approved prior to the commencement of such work.

44.3 Managers may approve work on a public holiday in accordance with the DPC Human Resource Delegations Manual, as varied from time to time.

44.4 The first 7½ hours worked on a public holiday during an employee's normal ordinary hours of work are paid at ordinary time plus time and a half, with a minimum 4 hours payment.

44.5 Approved overtime outside an employee's ordinary hour of work is paid at double time and a half.

44.6 Payment provisions for public holidays for employees working 12 hour shift rosters are specified in Attachments D and E.

PART 5 – LEAVE AND PUBLIC HOLIDAYS

45. Recreation Leave

45.1 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.

45.2 Interpretation

- (a) For the purposes of this clause:
 - (i) “month” means a calendar month.
 - (ii) “shiftworker” means an employee who works rostered shifts including day shift, evening shift and/or night shift
 - (iii) “year” means a calendar year.
 - (iv) “week” means 37.5 hours or 5 consecutive working days, depending on the context.
 - (v) “year” means a calendar year.

45.3 Recreation Leave

- (a) An employee (except for a casual employee) is entitled to:
 - (i) four (4) weeks paid recreation leave per year;
 - (ii) an additional two (2) weeks paid recreation leave per year if the employee commenced with the DPC or the Northern Territory Public Sector before 1 January 2001. This will not affect and will be in addition to the entitlement under paragraph (iv); or
 - (iii) an additional one (1) week paid recreation leave per year if the employee commenced with the DPC or the Northern Territory Public Sector on or after 1 January 2001. This will not affect and will be in addition to the entitlement under paragraph (iv); and
 - (iv) an additional one (1) week paid recreation leave per year for a seven (7) day shift worker, provided that a shift worker rostered to perform duty at least three (3) hours duty on no less than 10 Sundays during a calendar year
- (b) A Port Administrative Officer, Senior Port Administrative Officer, Port Professional Officer or a Senior Port Professional Officer, who is an ongoing Northern Territory Public Sector employee and is entitled to 6 weeks recreation leave per annum may, on temporary transfer to DPC, make a one off election in writing to the CEO or delegate for approval to retain their 6 week recreation leave accrual and be paid accordingly.
- (c) An employee who has made an election under paragraph (b) upon ongoing employment with DPC will accrue recreation leave in accordance with sub-paragraph (a)(iii) from the date of ongoing appointment.

45.4 12 Hour Shift Worker Entitlements

- (a) An employee working 12 hour shifts is entitled to 28 x 12 hour shifts of recreation leave per year – 7 blocks of 4 shifts.
- (b) An employee who commenced after 1 January 2001 is entitled to 24 x 12 hour shifts of recreation leave per year – 6 blocks of 4 shifts.
- (c) Unless in exceptional circumstances and with the approval of the CEO or delegate, recreation leave will not be approved for a period of less than one complete shift cycle.
- (d) An employee may elect to take up to 12 shifts (3 blocks of 4 shifts) of recreation leave at double time which would reduce their leave credit by double the amount taken.

45.5 Omitted

45.6 Accrual of Leave

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

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

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

45.7 Granting of Leave

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

45.8 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under Attachment F), the employee is entitled to his or her full rate of pay that he or she would have been paid had the public holiday fallen on a day that he or she was not on recreation leave, and
- (b) the period of the public holiday is not deducted from the employee's recreation leave entitlement.

45.9 Excess Leave

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

45.10 Cash-out of Leave

- (a) An employee may apply, in writing, to the CEO to cash-out an amount of his or her available recreation leave provided that:
 - (i) the employee's remaining accrued entitlement to paid recreation leave is not less than four (4) weeks;
 - (ii) each cashing out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;
 - (iii) 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
 - (iv) a minimum of five (5) days to be cashed-out on any occasion.

45.11 Omitted

45.12 Minimum Period of Recreation leave

- (a) Unless agreed beforehand and only in exceptional circumstances, the minimum period of recreation leave will not be less than 1 week.

45.13 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 47 (Personal Leave), the CEO may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

45.14 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 CEO has directed that an employee will 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.

46. Recreation Leave Loading

46.1 Entitlement

- (a) In addition to normal salary payment for recreation leave, an employee is entitled to an recreation leave loading on 1 January each year. Subject to paragraph (b), the amount of the loading will be the lesser of:
 - (i) 17½% of the value of the recreation leave accrued over the previous year based on the employee's salary, including allowances in the nature of salary; or
 - (ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the June quarter of the previous year.
- (b) In the case of a shift worker who would have been entitled to shift penalties in excess of the maximum payment referred to in sub-paragraph (a)(ii), had the employee not been on recreation leave, the amount of the recreation leave loading will be equivalent to the average shift penalties paid to an employee in the 6 months preceding the period of recreation leave to be taken.
- (c) The provisions of paragraph (b) do not apply to shift workers on annualised salaries.

46.2 Payment of Leave Loading

- (a) An employee may apply for accrued recreation leave loading on periods of recreation leave of at least 1 week.
- (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 paragraph 46.1(a) will be the salary payable had the employee been employed on 1 January of that year.

46.3 Automatic Cash-out of Leave Loading

- (a) Where an employee 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 loading 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 ATO taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.
- (b) The automatic payment of recreation leave loadings does not apply to shift workers.

47. Personal Leave

47.1 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).

47.2 General

- (a) Subject to this clause, an Employee may 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).

47.3 Definitions

For the purpose of this clause:

- (a) "child" means birth, an adopted, step, exnuptial or adult child;
- (b) "de facto partner" means a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee;
- (c) "immediate family member" means:
 - (i) a spouse, child, parent, grandparent, grandchild, or sibling of the Employee; or
 - (ii) A child, parent, grandparent, grandchild or sibling of a spouse of the Employee.
- (d) "medical certificate" means a certificate signed by a registered health practitioner;
- (e) "personal leave year" means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;
- (f) "registered health practitioner" means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type)

- under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type); and
- (g) “spouse” includes a former spouse, a de facto partner or a former de facto partner.

47.4 Paid Personal Leave Entitlement

- (a) An on-going employee is entitled to:
- (i) three (3) weeks paid personal leave on commencement of employment; and
 - (ii) three (3) weeks paid personal leave annually on the anniversary of the employee’s commencement date.
- (b) An on-going 12 hour shift worker is entitled to:
- (i) 12 shifts (3 blocks of 4 shifts - 144 hours) on commencement of employment; and
 - (ii) 12 shifts (3 blocks of 4 shifts - 144 hours) on the anniversary of their commencement date.
- (c) A fixed period employee is entitled to:
- (i) two (2) days paid personal leave on commencement of employment;
 - (ii) Up to one week of paid personal leave for each period of two (2) months service provided that the total leave does not exceed three (3) weeks within the first 12 months of service; and
 - (iii) three (3) weeks paid personal leave annually on the anniversary of the employee’s commencement date.
- (d) A fixed period 12 hour shift worker is entitled to:
- (i) 2 shifts of 12 hours on commencement;
 - (ii) Up to 1 block of 4 shifts for each period of 2 months service provided that the total leave does not exceed 3 blocks of 4 shifts within the first 12 months of service; and
 - (iii) 3 blocks of 4 shifts annually on the anniversary of their commencement date.
- (e) Where an employee is appointed on an on-going basis immediately following a period of fixed period employment, the provisions of paragraph (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.
- (f) A part time employee is entitled to paid personal leave on a pro-rata basis in accordance with his or her agreed hours of work.
- (g) Casual Employees are not entitled to paid personal leave.
- (h) Paid personal leave is cumulative.
- (i) An Employee’s paid personal leave entitlement will be deferred by any period of:
- (i) leave on account of illness where the absence is without pay and not covered by documentary evidence;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.

47.5 Accessing Paid Personal Leave

- (a) Subject to the requirements of sub-clauses 47.7 and 47.8, an employee is entitled to access paid personal leave up to a maximum of his or her accrued personal leave entitlement.
- (b) An employee may access personal leave without providing documentary evidence as follows:
- (i) up to a maximum of five (5) days or the equivalent number of hours of duty per personal leave year for an employee on day work; and
 - (ii) four (4) shifts, or the equivalent number of hours, for a 12 hour shift worker;

provided that no more than three (3) of those days may be consecutive working days or the equivalent number of hours of duty.

- (c) An employee may elect to access personal leave at half pay where the absence is at least one (1) day.

47.6 Additional Personal Leave

- (a) Subject to the requirements of sub-clauses 47.7 and 47.8, an employee who has exhausted his or her entitlement to paid personal leave is entitled to access up to two (2) days unpaid carer's leave on each occasion that he/she requires carer's leave. This leave may be taken as a single unbroken period of up to two (2) days or any separate periods as agreed between the employee and the CEO.
- (b) After considering all relevant circumstances, the CEO may grant:
 - (i) an amount of unpaid leave in excess of the amount specified in paragraph (a);
 - (ii) additional sick/carer's leave on half pay, which cannot be converted to full pay; or
 - (iii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be sick/carer's leave for all other purposes under the provisions of this clause.
- (c) The provisions of paragraph (a) and sub-paragraph (b)(i) apply to casual employees.

47.7 Notice Requirements

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

47.8 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 paragraph 47.5(b) 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 sub-clause 47.2(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 in a remote or regional locality or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:
 - A. the reasons why it was not practicable to provide a medical certificate; and
 - B. the reasons for and length of the absence.
- (c) Subject to sub-clause 47.5(b), 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 sub-clause 47.2(a)(ii)(carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with evidence which may include a medical certificate from a Registered Health Practitioner or other relevant documentary evidence stating the condition of the person concerned, or the unexpected emergency, and that this condition/unexpected emergency required the employee's care or support.

47.9 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of sub-clauses 47.7 and 47.8, 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.

47.10 Medical examination at the direction of the CEO

- (a) The CEO may direct an employee to attend an examination by a registered health practitioner approved by the Commissioner where:
 - (i) an employee is frequently or continuously absent, or expected to be so, due to illness;
 - (ii) it is considered that an employee's efficiency may be affected due to illness;
 - (iii) there is reason to believe that an employee's state of health may render the employee a danger to him or herself, 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 sub-clause (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; or
 - (ii) an employee other than one to which sub-paragraph (i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known;

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

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

47.11 Infectious disease

Where an Employee produces documentary evidence that:

- (a) he or she 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 any State or Territory of the Commonwealth is required to be isolated from other persons,

the CEO may grant

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

47.12 War service

The Commissioner will 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.

47.13 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.

48. Compassionate Leave

48.1 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.

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

48.3 Definitions

For the purposes of this clause:

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

48.4 Subject to sub clause 48.5 and 48.6 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 (3) days of paid compassionate leave. Such leave may be taken as a block of three (3) days for each occasion, in broken periods of at least one day, or as agreed between the employee and the CEO; or
- (b) a casual employee is entitled to two (2) days of unpaid compassionate leave for each occasion. Such leave may be taken as a block of two (2) days for each occasion, in broken periods of at least one (1) day or as agreed between the employee and the CEO.

48.5 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.

48.6 Documentation Requirements

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

48.7 In addition to the paid entitlement under sub-clause 48.4, the CEO may grant a period of unpaid compassionate leave once the entitlement to paid leave is exhausted.

49. Parental Leave

49.1 Parental leave entitlements for an employee employed under this agreement will be in accordance with clause 49 of the NTPS Agreement.

50. Long Service Leave

50.1 Long Service Leave (LSL) will be utilised in accordance with By-law 8 of the PSEM Act.

50.2 Payment for an employee receiving an annualised salary or in receipt of a 12 hour shift roster allowance is specified in Attachments D and E to this Agreement.

51. Public Holidays

51.1 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act* (NT).

51.2 If an employee is absent from work, without reasonable cause or the consent of the CEO, on the working day immediately before or after a public holiday, the employee is not entitled to payment for that holiday.

51.3 An employee may be required to work on any public holiday.

51.4 An employee, other than an employee receiving an annualised salary, is entitled to a day proclaimed or gazetted as a public holiday pursuant to the NT *Public Holidays Act*.

51.5 Except for Australia Day, Anzac Day and Easter Saturday – unless gazetted as a public holiday – if a holiday falls on, or is observed on a non-working day, the next working day will be taken in lieu of that day.

51.6 Payment for work on public holidays is specified in clause 44, or in the case of employees working 12 hour shift rosters, under Attachments D and E of this Agreement.

PART 6 – GENERAL CONDITIONS

52. Security of Employment, Redeployment and Redundancy

52.1 DPC supports certainty of employment through the appropriate application of the merit principle. The use of higher duties and fixed period employment arrangements in DPC are appropriate in certain circumstances.

52.2 The parties agree there will be no involuntary redundancies arising directly from the implementation of this Agreement.

52.3 Subject to 52.4, Schedule 10 (Northern Territory Public Sector Redeployment and Redundancy Entitlements) of the NTPS Agreement will apply to employees.

52.4 The provisions of Schedule 10 (Northern Territory Public Sector Redeployment and Redundancy Entitlements) of the NTPS Agreement do not apply in transfer of business or transfer of employment situations where work of the DPC is outsourced or transferred to another employer and the employee receives an offer of employment with the second employer:

- (a) on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than the employee's terms and conditions with the DPC immediately before the termination; and
- (b) which recognises the employee's service with the DPC in relation to redundancy.

53. Omitted

54. Omitted

55. Termination of Employment

55.1 Notice of Termination by the CEO will be in accordance with the PSEM Act and the FW Act provisions.

55.2 Time off During Notice Period

Where the CEO has given notice of termination to an employee, the employee will be allowed up to 1 day time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with the CEO.

56. Mixed Functions

56.1 An employee may be called upon to temporarily perform the duties of another job provided they are competent to perform such duties.

56.2 An employee will, where necessary, carry out the duties of a job attracting a lower salary, without loss of pay.

56.3 DPC may direct an employee to carry out such duties that are within the employee's skill, competence and training consistent with the classification structure of the Agreement, provided that such duties are not designed to promote de-skilling and acknowledge the flexibility requirements of clause 9 of this Agreement.

56.4 DPC may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained.

56.5 Any direction issued by DPC pursuant to the above sub-clauses will be consistent with the CEO's and employee's responsibility to provide and maintain a safe and healthy working environment.

56.6 When this clause is invoked, the provisions of sub-clause 29.8 (Higher Duties Allowance) will not apply.

57. Work-Life Balance

57.1 Work Life Balance Initiatives

- (a) DPC supports employees in balancing their work and life commitments, taking into consideration the employee's situation and DPC operational requirements. DPC recognises that balancing the needs of the workplace with those of the employees will create a more effective and productive workplace.
- (b) The CEO is committed to providing an employee with flexibility to assist in balancing their work and life commitments. The following initiatives may be accessed by employees (Except for sub-clause 57.4, this clause does not apply to casual employees):

- (i) home-based work (for day duty employees);
 - (ii) job sharing;
 - (iii) part-time work;
 - (iv) career breaks;
 - (v) part-year employment;
 - (vi) short term absences for family and community responsibilities;
 - (vii) individual flexible working arrangements under clause 13;
 - (viii) use of the NTPS Flexible Working Hours (Flextime) guidelines (*Note: applicable band width under guidelines to read 6.00 am to 6.00 pm*)
- (c) In addition to the above, an employee may also access the following to assist balance work and life commitments:
- (i) Recreation leave at half pay;
 - (ii) Purchase of additional leave;
 - (iii) Advanced notice of extended leave without pay (up to 12 months).
- (d) Details of the work life balance initiatives established by sub-clauses (b)(i) and (c)(ii) are set out in Attachment F to this Agreement.

57.2 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 an employee wishing to access the initiatives specified in sub-clause 57.1, the CEO must ensure that:
- (i) DPC operational requirements are met and services to the public are not disrupted; and
 - (ii) the employee fulfils the criteria outlined in this clause; and
 - (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 an employee wishing to access the leave initiatives in sub-clause 57.1, the CEO must consider whether the application is justified in light of available leave credits and should not approve applications in circumstances where an employee is 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) An employee accessing the initiatives provided under this clause will continue to have the same opportunities in relation to access to training and development, information and meetings, as other employees, where possible.
- (g) An employee accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act.

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

- (a) sub-clause 57.1(b) and 51.7(c)(iii) above must be in accordance with any relevant workplace agreement provisions, guidelines or policies; and

- (b) sub-clause 51.7(c)(i) and 51.7(c)(ii) above must be in accordance with the specific requirements of Attachment F.

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

- (a)
- (i) In accordance with the FW Act, where an employee, including an eligible casual employee, is making a request to change his or her working arrangements because certain circumstances, as set out in paragraph (a)(ii), apply to them and the employee would like to change his or her working arrangements because of those circumstances, the requirements of this sub-clause will apply.
- (ii) The following are the circumstances, the employee:
- is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - has a disability;
 - is 55 or older;
 - is experiencing violence from a member of the employee's family;
 - 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.
- (b) 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.
- (c) The CEO must:
- (i) give the employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
- (ii) only refuse the request on reasonable business grounds as set out in paragraph (d); and
- (iii) if the request is refused, provide details of the reasons for the refusal.
- (d) For the purposes of paragraph (c)(ii) reasonable business grounds includes, but are not limited to:
- that the new working arrangements would be too costly for the DPC;
 - that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - that there is likely to be a significant loss in efficiency or productivity;
 - that there is likely to be a significant negative impact on customer service.
- (e) An 'eligible casual employee' is defined under clause 49.2 the Parental Leave provisions of the NTPS Agreement.

58. Omitted

59. Omitted

60. Omitted

61. Training

61.1 The parties agree to the need for training to achieve:

- (a) the skills necessary for efficient and effective operations; and

(b) the advancement of career paths for all DPC employees wishing advancement.

61.2 All training will:

(a) be in accordance with operational requirements; and

(b) take into account:

(i) the available training budget;

(ii) the future needs of DPC, including any requirements for the introduction of new technology; or new maritime or port management systems;

(iii) requirements to maintain essential qualifications or licences, subject to sub-clause 61.3; and

(iv) the need to maintain and increase employee skills and job satisfaction and enhance their opportunities for career development across DPC.

61.3 Subject to prior approval, DPC will provide or meet the cost of training required for Marine Service Officers to re-validate their qualifications up to Master Class 5 or equivalent, as varied from time to time.

61.4 Trainees and apprentices will be engaged in accordance with the *Northern Territory Employment and Training Act*. Trainees and apprentices will be paid in accordance with Determinations, as varied from time to time.

62. Omitted

63. Omitted

64. Omitted

SIGNATORIES TO THE DARWIN PORT CORPORATION (NORTHERN TERRITORY PUBLIC SECTOR) 2014 – 2018 ENTERPRISE AGREEMENT


.....
Commissioner for Public Employment

Name: Craig Allen
Address: GPO Box 4371
DARWIN NT 0801

Dated: 18/7/2014


.....
Australian Maritime Officers' Union

Name: MICHAEL FLEMING
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Dated: 22.7.2014


.....
Australian Manufacturing Workers' Union

Name: BRIAN DEVLIN, ASSISTANT STATE SECRETARY / TSA DIVISION SECRETARY
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.....
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Dated: 21/07/2014

WITNESS:
SIGNATURE: 

NAME: SHEENA BAYLISS

ATTACHMENT A – SENIOR CLASSIFICATION STRUCTURE – PAY PROGRESSION PRINCIPLES

1. Pay Progression for Senior Port Administrative Officers and Senior Port Professional Officers

1.1 Senior Officer Pay Progression Principles

- (a) Pay progression for Senior Officers (Senior Port Administrative Officers/Senior Port Professional Officers) is to be based on high performance. Pay progression is not automatic.
- (b) The Senior Officer Pay Progression scheme is an annual process.
- (c) Further details of the pay progression are set out in a Determination as issued by the Commissioner.

1.2 Annual Assessment Date

- (a) The annual assessment date is the date agreed to in the performance management process and is a minimum 12 month period.
- (b) Successful progression to the next pay point is effective from the annual assessment date.
- (c) Where there is a delay in assessing a Senior Officer's performance for a progression that is not the result of a Senior Officer's actions:
 - (i) subject to sub-clause 1.3, the next annual assessment date will be 12 months from the original annual assessment date; and
 - (ii) where the assessment results in the Senior Officer progressing to the next pay point, the progression will be effective from the annual assessment date.

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

All leave without pay that does not count as service will postpone the annual assessment date by the same number of days a Senior Officer is on leave without pay that does not count for service.

1.4 Eligibility for Progression

- (a) Participation in the Senior Officer Pay Progression scheme is not mandatory and applications are made at the discretion of the Senior Officer.
- (b) To be eligible, a Senior Officer seeking pay progression must:
 - (i) have a minimum of 12 months service at the SPAO1, SPAO2, SPPO1 or SPPO2 classification; and
 - (ii) have a 12 month performance agreement in place in accordance with the DPC Capability Enhancement Plan, and demonstrate satisfactory performance against performance targets or work outcomes; and
 - (iii) make a submission in advance of the annual assessment date, demonstrating achievement of one or a combination of the Senior Officer Pay Progression criteria.

1.5 Progression criteria

Progression criteria are set to describe measures that Senior Officers must meet to achieve pay progression through high performance. Subject to sub-clause 1.4, Senior Officers must satisfy one or a combination of the criteria in order to achieve salary progression.

The following are the progression criteria:

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

1.6 Assessment Process Requirements

- (a) DPC are to implement a process for assessing a Senior Officer for annual progression to the next performance pay point in line with requirements as set out in the Determination as issued by the Commissioner.
- (b) Supervisors are to provide a written response where progression has not been approved, including reasons for the decision and feedback to assist the Employee to understand what may be required to achieve progression.

1.7 Grievance on the merit of pay progression

- (a) For a grievance arising in relation to the merits of an assessment against the pay progression criteria the Senior Officer may request, in writing, the CEO to review the merits of the assessment, in the first instance.
- (b) Where the matter is not resolved in paragraph (a) the appropriate grievance review mechanisms under the PSEM Act will apply.
- (c) Where the review of assessment under paragraph (a) or (b) result in the Senior Officer progressing to the next pay point, the progression will be effective from the annual assessment date.

ATTACHMENT B – SALARIES AND ALLOWANCES SCHEDULE

1. Port Service Worker

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12	Column 13
Designation	Day Rate Salary 1/07/2014	Shift Allowance 1/07/2014	Annualised Salary 1/07/2014	Day Rate Salary 1/07/2015	Shift Allowance 1/07/2015	Annualised Salary 1/07/2015	Day Rate Salary 1/07/2016	Shift Allowance 1/07/2016	Annualised Salary 1/07/2016	Day Rate Salary 1/07/2017	Shift Allowance 1/07/2017	Annualised Salary 1/07/2017
PSW 1	\$ 56,431	\$ 34,377	\$ 90,808	\$ 58,124	\$ 35,408	\$ 93,532	\$ 59,868	\$ 36,470	\$ 96,338	\$ 61,664	\$ 37,564	\$ 99,228
	\$ 56,997	\$ 34,722	\$ 91,719	\$ 58,707	\$ 35,764	\$ 94,471	\$ 60,468	\$ 36,837	\$ 97,305	\$ 62,282	\$ 37,942	\$ 100,224
	\$ 57,567	\$ 35,069	\$ 92,636	\$ 59,294	\$ 36,121	\$ 95,415	\$ 61,073	\$ 37,204	\$ 98,277	\$ 62,905	\$ 38,320	\$ 101,225
PSW 1.5	\$ 58,868	\$ 35,861	\$ 94,729	\$ 60,634	\$ 36,937	\$ 97,571	\$ 62,453	\$ 38,045	\$ 100,498	\$ 64,327	\$ 39,186	\$ 103,513
	\$ 60,171	\$ 36,650	\$ 96,821	\$ 61,976	\$ 37,750	\$ 99,726	\$ 63,835	\$ 38,883	\$ 102,718	\$ 65,750	\$ 40,050	\$ 105,800
	\$ 60,769	\$ 37,021	\$ 97,790	\$ 62,592	\$ 38,132	\$ 100,724	\$ 64,470	\$ 39,276	\$ 103,746	\$ 66,404	\$ 40,454	\$ 106,858
PSW 2	\$ 61,378	\$ 37,391	\$ 98,769	\$ 63,219	\$ 38,513	\$ 101,732	\$ 65,116	\$ 39,668	\$ 104,784	\$ 67,069	\$ 40,859	\$ 107,928
	\$ 62,772	\$ 38,243	\$ 101,015	\$ 64,655	\$ 39,390	\$ 104,045	\$ 66,595	\$ 40,571	\$ 107,166	\$ 68,593	\$ 41,788	\$ 110,381
	\$ 64,169	\$ 39,092	\$ 103,261	\$ 66,094	\$ 40,265	\$ 106,359	\$ 68,077	\$ 41,473	\$ 109,550	\$ 70,119	\$ 42,718	\$ 112,837
PSW 3	\$ 64,813	\$ 39,483	\$ 104,296	\$ 66,757	\$ 40,668	\$ 107,425	\$ 68,760	\$ 41,888	\$ 110,648	\$ 70,823	\$ 43,144	\$ 113,967
	\$ 65,461	\$ 39,878	\$ 105,339	\$ 67,425	\$ 41,074	\$ 108,499	\$ 69,448	\$ 42,306	\$ 111,754	\$ 71,531	\$ 43,576	\$ 115,107
	\$ 66,955	\$ 40,790	\$ 107,745	\$ 68,964	\$ 42,013	\$ 110,977	\$ 71,033	\$ 43,273	\$ 114,306	\$ 73,164	\$ 44,571	\$ 117,735
PSW 4	\$ 68,451	\$ 41,699	\$ 110,150	\$ 70,505	\$ 42,950	\$ 113,455	\$ 72,620	\$ 44,239	\$ 116,859	\$ 74,799	\$ 45,566	\$ 120,365
	\$ 69,136	\$ 42,116	\$ 111,252	\$ 71,210	\$ 43,380	\$ 114,590	\$ 73,346	\$ 44,682	\$ 118,028	\$ 75,546	\$ 46,023	\$ 121,569
	\$ 69,828	\$ 42,538	\$ 112,366	\$ 71,923	\$ 43,814	\$ 115,737	\$ 74,081	\$ 45,128	\$ 119,209	\$ 76,303	\$ 46,482	\$ 122,785
PSW 5	\$ 73,030	\$ 44,490	\$ 117,520	\$ 75,221	\$ 45,825	\$ 121,046	\$ 77,478	\$ 47,199	\$ 124,677	\$ 79,802	\$ 48,615	\$ 128,417
	\$ 73,760	\$ 44,935	\$ 118,695	\$ 75,973	\$ 46,283	\$ 122,256	\$ 78,252	\$ 47,672	\$ 125,924	\$ 80,600	\$ 49,102	\$ 129,702
	\$ 74,498	\$ 45,384	\$ 119,882	\$ 76,733	\$ 46,745	\$ 123,478	\$ 79,035	\$ 48,147	\$ 127,182	\$ 81,406	\$ 49,591	\$ 130,997
PSW 6	\$ 77,931	\$ 47,475	\$ 125,406	\$ 80,269	\$ 48,899	\$ 129,168	\$ 82,677	\$ 50,366	\$ 133,043	\$ 85,157	\$ 51,877	\$ 137,034
	\$ 78,711	\$ 47,949	\$ 126,660	\$ 81,072	\$ 49,388	\$ 130,460	\$ 83,504	\$ 50,870	\$ 134,374	\$ 86,009	\$ 52,396	\$ 138,405
	\$ 79,497	\$ 48,430	\$ 127,927	\$ 81,882	\$ 49,883	\$ 131,765	\$ 84,338	\$ 51,380	\$ 135,718	\$ 86,868	\$ 52,922	\$ 139,790
PSW 7	\$ 83,173	\$ 50,668	\$ 133,841	\$ 85,668	\$ 52,188	\$ 137,856	\$ 88,238	\$ 53,754	\$ 141,992	\$ 90,885	\$ 55,367	\$ 146,252
	\$ 84,004	\$ 51,176	\$ 135,180	\$ 86,524	\$ 52,711	\$ 139,235	\$ 89,120	\$ 54,292	\$ 143,412	\$ 91,794	\$ 55,920	\$ 147,714
	\$ 84,844	\$ 51,688	\$ 136,532	\$ 87,389	\$ 53,239	\$ 140,628	\$ 90,011	\$ 54,836	\$ 144,847	\$ 92,711	\$ 56,481	\$ 149,192
PSW 8	\$ 88,784	\$ 54,086	\$ 142,870	\$ 91,448	\$ 55,708	\$ 147,156	\$ 94,191	\$ 57,380	\$ 151,571	\$ 97,017	\$ 59,101	\$ 156,118
	\$ 89,671	\$ 54,627	\$ 144,298	\$ 92,361	\$ 56,266	\$ 148,627	\$ 95,132	\$ 57,954	\$ 153,086	\$ 97,986	\$ 59,693	\$ 157,679
	\$ 90,567	\$ 55,174	\$ 145,741	\$ 93,284	\$ 56,829	\$ 150,113	\$ 96,083	\$ 58,533	\$ 154,616	\$ 98,965	\$ 60,289	\$ 159,254

2. Maritime Security Guard

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12	Column 13	Column 14
Designation	Pay-point	Day Rate Salary 1/07/2014	Shift Allowance 1/07/2014	Annualised Salary 1/07/2014	Day Rate Salary 1/07/2015	Shift Allowance 1/07/2015	Annualised Salary 1/07/2015	Day Rate Salary 1/07/2016	Shift Allowance 1/07/2016	Annualised Salary 1/07/2016	Day Rate Salary 1/07/2017	Shift Allowance 1/07/2017	Annualised Salary 1/07/2017
MSG No Overtime Bank	1	\$ 60,167	\$ 36,654	\$ 96,821	\$ 61,972	\$ 37,754	\$ 99,726	\$ 63,831	\$ 38,887	\$ 102,718	\$ 65,746	\$ 40,054	\$ 105,800
	2	\$ 60,769	\$ 37,021	\$ 97,790	\$ 62,592	\$ 38,132	\$ 100,724	\$ 64,470	\$ 39,276	\$ 103,746	\$ 66,404	\$ 40,454	\$ 106,858
	3	\$ 61,378	\$ 37,391	\$ 98,769	\$ 63,219	\$ 38,513	\$ 101,732	\$ 65,116	\$ 39,668	\$ 104,784	\$ 67,069	\$ 40,859	\$ 107,928
MSG Grandfathered with overtime Bank	1	N/A	N/A	\$ 100,194	N/A	N/A	\$ 103,200	N/A	N/A	\$ 106,296	N/A	N/A	\$ 109,485
	2	N/A	N/A	\$ 101,194	N/A	N/A	\$ 104,230	N/A	N/A	\$ 107,357	N/A	N/A	\$ 110,578
	3	N/A	N/A	\$ 102,206	N/A	N/A	\$ 105,272	N/A	N/A	\$ 108,430	N/A	N/A	\$ 111,683

3. Harbour Control Officer

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12	Column 13	Column 14
Designation	Pay-point	Day Rate Salary 1/07/2014	Shift Allowance 1/07/2014	Annualised Salary 1/07/2014	Day Rate Salary 1/07/2015	Shift Allowance 1/07/2015	Annualised Salary 1/07/2015	Day Rate Salary 1/07/2016	Shift Allowance 1/07/2016	Annualised Salary 1/07/2016	Day Rate Salary 1/07/2017	Shift Allowance 1/07/2017	Annualised Salary 1/07/2017
HCO	1	\$ 64,169	\$ 39,092	\$ 103,261	\$ 66,094	\$ 40,265	\$ 106,359	\$ 68,077	\$ 41,473	\$ 109,550	\$ 70,119	\$ 42,718	\$ 112,837
	2	\$ 64,813	\$ 39,483	\$ 104,296	\$ 66,757	\$ 40,668	\$ 107,425	\$ 68,760	\$ 41,888	\$ 110,648	\$ 70,823	\$ 43,144	\$ 113,967
	3	\$ 65,461	\$ 39,878	\$ 105,339	\$ 67,425	\$ 41,074	\$ 108,499	\$ 69,448	\$ 42,306	\$ 111,754	\$ 71,531	\$ 43,576	\$ 115,107

4. Marine Service Officer

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12	Column 13	Column 14
Designation	Pay-point	Day Rate Salary 1/07/2014	Shift Allowance 1/07/2014	Annualised Salary 1/07/2014	Day Rate Salary 1/07/2015	Shift Allowance 1/07/2015	Annualised Salary 1/07/2015	Day Rate Salary 1/07/2016	Shift Allowance 1/07/2016	Annualised Salary 1/07/2016	Day Rate Salary 1/07/2017	Shift Allowance 1/07/2017	Annualised Salary 1/07/2017
MSO 1	1	\$ 56,431	\$ 34,377	\$ 90,808	\$ 58,124	\$ 35,408	\$ 93,532	\$ 59,868	\$ 36,470	\$ 96,338	\$ 61,664	\$ 37,564	\$ 99,228
	2	\$ 56,997	\$ 34,722	\$ 91,719	\$ 58,707	\$ 35,764	\$ 94,471	\$ 60,468	\$ 36,837	\$ 97,305	\$ 62,282	\$ 37,942	\$ 100,224
	3	\$ 57,567	\$ 35,069	\$ 92,636	\$ 59,294	\$ 36,121	\$ 95,415	\$ 61,073	\$ 37,204	\$ 98,277	\$ 62,905	\$ 38,320	\$ 101,225
MSO 2	1	\$ 60,167	\$ 36,654	\$ 96,821	\$ 61,972	\$ 37,754	\$ 99,726	\$ 63,831	\$ 38,887	\$ 102,718	\$ 65,746	\$ 40,054	\$ 105,800
	2	\$ 60,769	\$ 37,021	\$ 97,790	\$ 62,592	\$ 38,132	\$ 100,724	\$ 64,470	\$ 39,276	\$ 103,746	\$ 66,404	\$ 40,454	\$ 106,858
	3	\$ 61,378	\$ 37,391	\$ 98,769	\$ 63,219	\$ 38,513	\$ 101,732	\$ 65,116	\$ 39,668	\$ 104,784	\$ 67,069	\$ 40,859	\$ 107,928
MSO 3	1	\$ 64,169	\$ 39,092	\$ 103,261	\$ 66,094	\$ 40,265	\$ 106,359	\$ 68,077	\$ 41,473	\$ 109,550	\$ 70,119	\$ 42,718	\$ 112,837
	2	\$ 64,813	\$ 39,483	\$ 104,296	\$ 66,757	\$ 40,668	\$ 107,425	\$ 68,760	\$ 41,888	\$ 110,648	\$ 70,823	\$ 43,144	\$ 113,967
	3	\$ 65,461	\$ 39,878	\$ 105,339	\$ 67,425	\$ 41,074	\$ 108,499	\$ 69,448	\$ 42,306	\$ 111,754	\$ 71,531	\$ 43,576	\$ 115,107

5. Allowances

Allowances	1/07/2013	1/07/2014	1/07/2015	1/07/2016	1/07/2017
First Aid (P/Annum)	\$514	\$529	\$545	\$561	\$578
Team Leader (weekly rate)	\$36.69	\$37.80	\$38.90	\$40.10	\$41.30
Tool Allowance (weekly rate)	\$28.32	\$29.20	\$30.10	\$31.00	\$31.90
Tool Allowance 12 Hour Shift (weekly rate) ¹	\$45.58	\$46.90	\$48.30	\$49.70	\$51.20
Meal Allowance (each)	\$22.56	\$23.20	\$23.90	\$24.60	\$25.30
Compensation for Damaged Tools (P/Annum)	\$1,534	\$1,580	\$1,627	\$1,676	\$1,726
Market Trade (P/Annum)	\$8,037	\$8,037	\$8,037	\$8,037	\$8,037
Market Trade 12 Hour Shift (P/Annum) ¹	\$12,933	\$12,933	\$12,933	\$12,933	\$12,933

1. Applies to PSW employees in trade positions on working 12 hr shift in receipt of 12 hr shift allowance or annualised salary

6. Port Administrative Officer

Five weeks recreation leave					
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Designation	Salary 1/07/2013	Salary 1/07/2014	Salary 1/07/2015	Salary 1/07/2016	Salary 1/07/2017
PAO1					
1	\$44,638	\$45,977	\$47,356	\$48,777	\$50,240
2	\$45,322	\$46,682	\$48,082	\$49,524	\$51,010
3	\$46,003	\$47,383	\$48,804	\$50,268	\$51,776
4	\$46,686	\$48,087	\$49,530	\$51,016	\$52,546
5	\$47,573	\$49,000	\$50,470	\$51,984	\$53,544
6	\$48,595	\$50,053	\$51,555	\$53,102	\$54,695
PAO2					
1	\$49,232	\$50,709	\$52,230	\$53,797	\$55,411
2	\$50,577	\$52,094	\$53,657	\$55,267	\$56,925
3	\$51,644	\$53,193	\$54,789	\$56,433	\$58,126
4	\$52,707	\$54,288	\$55,917	\$57,595	\$59,323
5	\$53,800	\$55,414	\$57,076	\$58,788	\$60,552
PAO3					
1	\$55,137	\$56,791	\$58,495	\$60,250	\$62,058
2	\$56,205	\$57,891	\$59,628	\$61,417	\$63,260
3	\$57,292	\$59,011	\$60,781	\$62,604	\$64,482
4	\$59,505	\$61,290	\$63,129	\$65,023	\$66,974
PAO4					
1	\$62,442	\$64,315	\$66,244	\$68,231	\$70,278
2	\$63,602	\$65,510	\$67,475	\$69,499	\$71,584
3	\$65,589	\$67,557	\$69,584	\$71,672	\$73,822
4	\$67,578	\$69,605	\$71,693	\$73,844	\$76,059
5	\$69,566	\$71,653	\$73,803	\$76,017	\$78,298
6	\$71,684	\$73,835	\$76,050	\$78,332	\$80,682
PAO5					
1	\$74,043	\$76,264	\$78,552	\$80,909	\$83,336
2	\$75,971	\$78,250	\$80,598	\$83,016	\$85,506
3	\$77,898	\$80,235	\$82,642	\$85,121	\$87,675
PAO6					
1	\$81,351	\$83,792	\$86,306	\$88,895	\$91,562
2	\$84,553	\$87,090	\$89,703	\$92,394	\$95,166
3	\$87,749	\$90,381	\$93,092	\$95,885	\$98,762
4	\$90,947	\$93,675	\$96,485	\$99,380	\$102,361
PAO7					
1	\$96,195	\$99,081	\$102,053	\$105,115	\$108,268
2	\$99,838	\$102,833	\$105,918	\$109,096	\$112,369
3	\$103,485	\$106,590	\$109,788	\$113,082	\$116,474

Six weeks recreation leave					
Column 1	Column 2	Column 3	Column 4	Column 5	Column 5
Designation	Salary 1/07/2013	Salary 1/07/2014	Salary 1/07/2015	Salary 1/07/2016	Salary 1/07/2017
PAO1					
1	\$43,834	\$45,149	\$46,503	\$47,898	\$49,335
2	\$44,502	\$45,837	\$47,212	\$48,628	\$50,087
3	\$45,173	\$46,528	\$47,924	\$49,362	\$50,843
4	\$45,843	\$47,218	\$48,635	\$50,094	\$51,597
5	\$46,712	\$48,113	\$49,556	\$51,043	\$52,574
6	\$47,715	\$49,146	\$50,620	\$52,139	\$53,703
PAO2					
1	\$48,340	\$49,790	\$51,284	\$52,823	\$54,408
2	\$49,634	\$51,123	\$52,657	\$54,237	\$55,864
3	\$50,678	\$52,198	\$53,764	\$55,377	\$57,038
4	\$51,724	\$53,276	\$54,874	\$56,520	\$58,216
5	\$52,796	\$54,380	\$56,011	\$57,691	\$59,422
PAO3					
1	\$54,110	\$55,733	\$57,405	\$59,127	\$60,901
2	\$55,157	\$56,812	\$58,516	\$60,271	\$62,079
3	\$56,226	\$57,913	\$59,650	\$61,440	\$63,283
4	\$58,394	\$60,146	\$61,950	\$63,809	\$65,723
PAO4					
1	\$61,279	\$63,117	\$65,011	\$66,961	\$68,970
2	\$62,416	\$64,288	\$66,217	\$68,204	\$70,250
3	\$64,366	\$66,297	\$68,286	\$70,335	\$72,445
4	\$66,318	\$68,308	\$70,357	\$72,468	\$74,642
5	\$68,270	\$70,318	\$72,428	\$74,601	\$76,839
6	\$70,347	\$72,457	\$74,631	\$76,870	\$79,176
PAO5					
1	\$72,663	\$74,843	\$77,088	\$79,401	\$81,783
2	\$74,555	\$76,792	\$79,096	\$81,469	\$83,913
3	\$76,446	\$78,739	\$81,101	\$83,534	\$86,040
PAO6					
1	\$79,836	\$82,231	\$84,698	\$87,239	\$89,856
2	\$82,975	\$85,464	\$88,028	\$90,669	\$93,389
3	\$86,111	\$88,694	\$91,355	\$94,096	\$96,919
4	\$89,249	\$91,926	\$94,684	\$97,525	\$100,451
PAO7					
1	\$94,400	\$97,232	\$100,149	\$103,153	\$106,248
2	\$97,976	\$100,915	\$103,942	\$107,060	\$110,272
3	\$101,555	\$104,602	\$107,740	\$110,972	\$114,301

7. Senior Port Administrative Officer

5 WEEKS RECREATION LEAVE					
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Designation	Salary 1/07/2013	Salary 1/07/2014	Salary 1/07/2015	Salary 1/07/2016	Salary 1/07/2017
SPA01					
1	\$108,532	\$111,788	\$115,142	\$118,596	\$122,154
2	\$114,512	\$117,947	\$121,485	\$125,130	\$128,884
3	\$121,247	\$124,884	\$128,631	\$132,490	\$136,465
SPA02					
1	\$125,206	\$128,962	\$132,831	\$136,816	\$140,920
2	\$130,714	\$134,635	\$138,674	\$142,834	\$147,119
3	\$136,466	\$140,560	\$144,777	\$149,120	\$153,594

6 WEEKS RECREATION LEAVE					
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Designation	Salary 1/07/2013	Salary 1/07/2014	Salary 1/07/2015	Salary 1/07/2016	Salary 1/07/2017
SPA01					
1	\$106,506	\$109,701	\$112,992	\$116,382	\$119,873
2	\$112,375	\$115,746	\$119,218	\$122,795	\$126,479
3	\$118,984	\$122,554	\$126,231	\$130,018	\$133,919
SPA02					
1	\$122,871	\$126,557	\$130,354	\$134,265	\$138,293
2	\$128,276	\$132,124	\$136,088	\$140,171	\$144,376
3	\$133,921	\$137,939	\$142,077	\$146,339	\$150,729

8. Port Professional Officer

5 WEEKS RECREATION LEAVE					
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Designation	Salary 1/07/2013	Salary 1/07/2014	Salary 1/07/2015	Salary 1/07/2016	Salary 1/07/2017
P1					
1	\$57,009	\$58,719	\$60,481	\$62,295	\$64,164
2	\$59,119	\$60,893	\$62,720	\$64,602	\$66,540
3	\$61,307	\$63,146	\$65,040	\$66,991	\$69,001
4	\$63,575	\$65,482	\$67,446	\$69,469	\$71,553
5	\$65,926	\$67,904	\$69,941	\$72,039	\$74,200
6	\$68,365	\$70,416	\$72,528	\$74,704	\$76,945
7	\$70,895	\$73,022	\$75,213	\$77,469	\$79,793
8	\$73,518	\$75,724	\$77,996	\$80,336	\$82,746
P2					
1	\$75,717	\$77,989	\$80,329	\$82,739	\$85,221
2	\$78,519	\$80,875	\$83,301	\$85,800	\$88,374
3	\$81,425	\$83,868	\$86,384	\$88,976	\$91,645
4	\$84,437	\$86,970	\$89,579	\$92,266	\$95,034
5	\$87,561	\$90,188	\$92,894	\$95,681	\$98,551
6	\$90,802	\$93,526	\$96,332	\$99,222	\$102,199
P3					
1	\$93,602	\$96,410	\$99,302	\$102,281	\$105,349
2	\$97,065	\$99,977	\$102,976	\$106,065	\$109,247
3	\$100,656	\$103,676	\$106,786	\$109,990	\$113,290
4	\$104,829	\$107,974	\$111,213	\$114,549	\$117,985

6 WEEKS RECREATION LEAVE					
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Designation	Salary 1/07/2013	Salary 1/07/2014	Salary 1/07/2015	Salary 1/07/2016	Salary 1/07/2017
P1					
1	\$55,949	\$57,627	\$59,356	\$61,137	\$62,971
2	\$58,019	\$59,760	\$61,553	\$63,400	\$65,302
3	\$60,164	\$61,969	\$63,828	\$65,743	\$67,715
4	\$62,390	\$64,262	\$66,190	\$68,176	\$70,221
5	\$64,699	\$66,640	\$68,639	\$70,698	\$72,819
6	\$67,092	\$69,105	\$71,178	\$73,313	\$75,512
7	\$69,574	\$71,661	\$73,811	\$76,025	\$78,306
8	\$72,148	\$74,312	\$76,541	\$78,837	\$81,202
P2					
1	\$74,307	\$76,536	\$78,832	\$81,197	\$83,633
2	\$77,057	\$79,369	\$81,750	\$84,203	\$86,729
3	\$79,908	\$82,305	\$84,774	\$87,317	\$89,937
4	\$82,865	\$85,351	\$87,912	\$90,549	\$93,265
5	\$85,931	\$88,509	\$91,164	\$93,899	\$96,716
6	\$89,110	\$91,783	\$94,536	\$97,372	\$100,293
P3					
1	\$91,860	\$94,616	\$97,454	\$100,378	\$103,389
2	\$95,259	\$98,117	\$101,061	\$104,093	\$107,216
3	\$98,782	\$101,745	\$104,797	\$107,941	\$111,179
4	\$102,877	\$105,963	\$109,142	\$112,416	\$115,788

9. Senior Port Professional Officer

5 WEEKS RECREATION LEAVE					
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Designation	Salary 1/07/2013	Salary 1/07/2014	Salary 1/07/2015	Salary 1/07/2016	Salary 1/07/2017
SPPO1					
1	\$108,531	\$111,787	\$115,141	\$118,595	\$122,153
2	\$114,512	\$117,947	\$121,485	\$125,130	\$128,884
3	\$121,250	\$124,888	\$128,635	\$132,494	\$136,469
SPPO2					
1	\$125,209	\$128,965	\$132,834	\$136,819	\$140,924
2	\$130,717	\$134,639	\$138,678	\$142,838	\$147,123
3	\$136,469	\$140,563	\$144,780	\$149,123	\$153,597

6 WEEKS RECREATION LEAVE					
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Designation	Salary 1/07/2013	Salary 1/07/2014	Salary 1/07/2015	Salary 1/07/2016	Salary 1/07/2017
SPPO1					
1	\$106,508	\$109,703	\$112,994	\$116,384	\$119,876
2	\$112,376	\$115,747	\$119,219	\$122,796	\$126,480
3	\$118,987	\$122,557	\$126,234	\$130,021	\$133,922
SPPO2					
1	\$122,872	\$126,558	\$130,355	\$134,266	\$138,294
2	\$128,277	\$132,125	\$136,089	\$140,172	\$144,377
3	\$133,922	\$137,940	\$142,078	\$146,340	\$150,730

ATTACHMENT C - OMITTED

ATTACHMENT D – 12 HOUR SHIFT ROSTER, ALLOWANCE AND ANNUALISED SALARIES (OPERATIONAL EMPLOYEES)

1. Introduction

- 1.1 All employees employed on the 12 hour shift roster will be subject to the provisions of this Attachment.
- 1.2 Despite sub-clause 1.1 of this Attachment, an employee employed as a Maritime Security Guard with Overtime Bank on the day immediately prior to commencement of this agreement may continue to receive payment of an annualised salary in accordance with the preserved arrangements under Attachment E of this Agreement. The provisions of this Attachment will not apply to these employees.

2. 12 Hour Shift Roster

- 2.1 The roster is a forward rotating roster of two 12 hour day shifts and two 12 hour night shifts. This equals one block of 48 hours.
- 2.2 The roster cycle is comprised of seven blocks of 48 hours over an eight week period.
- 2.3 The total working hours in the roster cycle of eight weeks is 336 hours.
- 2.4 The shift length is 12 hours from start to finish and is inclusive of two half hour paid breaks to be taken according to the operational requirements of the work area.
- 2.5 Regular overtime is built into the 12 hour shift roster and paid under sub-clause 4.2(d) of this Attachment.

3. Payment for the 12 Hour Shift Roster

- 3.1 Employees required to work the 12 hour shift roster will be paid an annualised salary or the applicable classification base salary plus the corresponding 12 hour shift roster allowance for that classification, calculated in accordance with clauses 4 or 5 of this Attachment.
- 3.2 Rates for the annualised salary and 12 hour shift allowances are specified in Attachment B to this Agreement.

4. Annualised Salary

- 4.1 An employee employed on a permanent basis on the 12 hour shift roster will be paid an annualised salary under this clause.
- 4.2 The annualised salary has been calculated according to the 12 hour shift roster as specified under clause 2 of this Attachment. The annualised salary incorporates the following elements:
 - (a) ordinary hours of work of 37.5 per week;
 - (b) five training days of 7.5 hours per day paid at the single time base hourly rate;
 - (c) shift penalty payments in accordance with clause 37 of this Agreement for shifts worked on nights, weekends and public holidays and shift penalty payments where an employee is rostered off duty on a public holiday; and
 - (d) overtime payments in accordance with clause 39 of this Agreement for overtime which is built into the roster in accordance with sub-clause 2.5 of this Attachment.

- 4.3 The annualised salary will count for the purposes of employer superannuation under clause 26 this Agreement.

5. 12 Hour Shift Roster Allowance

- 5.1 An employee may be employed for a fixed period on the 12 hour shift roster for the purposes of relieving staff, backfilling positions for leave, supplementing the on-going workforce or to meet increased work requirements. In such circumstances the employee will be paid the applicable classification day rate salary and the corresponding 12 shift roster allowance for that classification at the rate specified in Attachment B.
- 5.2 The 12 hour shift roster allowance will count for the purposes of employer superannuation under clause 26 of this Agreement, recreation leave under clause 45, personal leave under clause 47 and long service leave under clause 8 of this Attachment.

6. Other Allowances

- 6.1 An employee employed on the 12 shift roster who is in receipt of an annualised salary or 12 shift roster allowance is entitled, where eligible, to the payment of applicable “all purpose” allowances (trade market allowance and tool allowance) at the annualised rates specified in Attachment B.

7. Overtime

- 7.1 Subject to this clause, an employee employed on the 12 hour shift roster who is required to work additional hours to his or her shift roster, will be paid overtime rates in accordance with clause 39 of this Agreement.
- 7.2 In determining the payment for overtime under this clause, the base hourly rate calculated from the ‘day rate’ salary for the employee’s classification plus, if applicable, the base hourly rate for any “all purpose” allowances (trade market allowance and tool allowance) will be included in the calculation.
- 7.3 The 12 hour shift allowance and the annualised salary rates will not be used in calculating overtime under this clause.
- 7.4 A meal allowance will be payable in accordance with sub-clause 29.9 of the Agreement, to an employee for overtime worked in addition to his or her 12 hour shift roster
- 7.5 Time off in lieu arrangements may be utilised by agreement if staffing resources permit.
- 7.6 Overtime rates will not be payable in the following circumstances:
- (a) where the arrangements to work additional hours have been made between employees themselves to suit their personal circumstances; or
 - (b) where an employee is relieved late by the following rostered employee, where the relieving employee is less than half an hour late for the scheduled shift starting time;
 - (i) in the circumstances described in paragraph (b), the employee who was late is required to make good that time by relieving early on a subsequent shift, subject to the direction of the supervisor.

7.7 Overtime is payable when an employee is relieved more than half an hour after his or her scheduled finishing time. In such circumstances the employee who was late may have that time deducted from his or her salary.

8. Leave Provisions

8.1 Recreation leave will accrue in accordance with the 12 hour shift worker entitlements under clause 45 of this Agreement.

8.2 Personal leave will accrue in accordance with the 12 hour shift worker entitlements under clause 47 of the Agreement.

8.3 Subject to sub-clauses 8.4 and 8.5, an employee will continue to be paid annualised salary or 12 hour shift roster allowance during periods of paid leave.

8.4 An employee employed on a 12 hour shift roster on or after 20 January 2012 will receive payment for long service leave in accordance with the following:

- (a) For long service leave accumulated prior to the employee's employment on the 12 hour shift roster, either:
 - (i) the employee's base salary, that is, the salary rate excluding the annualised salary or 12 hour shift roster allowance; or
 - (ii) the employee's annualised salary; or
 - (iii) the employee's base salary plus the 12 hour shift roster allowance.
- (b) For the purposes of sub-paragraphs (a)(ii) and (a)(iii) an employee may elect to convert existing long service leave credits by applying the following formula:

$$\frac{A}{B} \quad X \quad \text{Long service leave credit in days}$$

Where A equals the employee's base salary that is, the salary rate excluding the annualised salary or 12 hour shift roster allowance; Where B equals the employee's annualised salary, or if applicable, the employee's base salary plus 12 hour shift roster allowance.

- (c) For long service leave accumulated on or after 20 January 2012 the employee's annualised salary, or if applicable, the employee's base salary plus the 12 hour shift roster allowance.

8.5 An employee employed on a 12 hour shift roster immediately prior to 20 January 2012 will receive payment for long service leave in accordance with sub-clause 8.4; however, the following modifications will apply, when employment on the 12 hour roster commenced prior to 1 July 2006: :

- (a) for the purpose of paragraph 8.4(a) the provisions apply to leave accumulated prior to 1 July 2006.
- (b) for the purposes of paragraph 8.4(c) the provisions apply to leave accumulated after 1 July 2006.

9. Training

9.1 In addition to the 5 training days referred to in paragraph 4.2(b) of this Attachment, if an employee is required to attend training, payment for the time spent at training will be as follows:

- (a) training on a rostered day off, will be paid at the appropriate hourly rate; or
- (b) training on a normal rostered day will be at normal rate (will not attract additional payment).

9.2 Where practicable, an employee will be given 2 days' notice of the need to attend a training course/session.

ATTACHMENT E – PRESERVED 12 HOUR SHIFT ROSTER ARRANGEMENTS FOR MARITIME SECURITY GUARDS

1. Roster arrangements

The provisions of this Attachment apply only to employees who are employed in the designation of Maritime Security Guard with Overtime bank...

2. Roster arrangements

- 2.1 The form of the 12 hour roster system worked will be as agreed between employees and DPC.
- 2.2 DPC will provide a shift roster covering a full 12 month period.
- 2.3 DPC is responsible for the allocation of shifts to each employee. Shifts allocated so that over a 12 month period, as far as is possible, each employee is on duty for the same number of hours and each employee works the same number of individual shifts.
- 2.4 An employee working in accordance with this Attachment receives an annualised salary as set out in Attachment B to this Agreement.

3. Annualised salary

- 3.1 An employee working 12 hour roster arrangements as set out in this Attachment receives an annualised salary that includes payment for 72 hours overtime, 5 training days and payment for work on a public holiday.
- 3.2 The annualised salary is based on 37½ ordinary hours of work per week.

4. Overtime

- 4.1 Sub-clause 4.2 of this clause excepted, the overtime provisions set out in clause 39 of this Agreement apply to an employee covered by this Attachment when they work hours in excess of their shift roster.
- 4.2 Payment for 6 days overtime has been included in the annualised salary.
- 4.3 Overtime is not payable when an employee is relieved late by the following rostered employee, where the relieving employee is less than half an hour late for their scheduled shift starting time.
 - (a) In the circumstances described by sub-clause 4.3, the employee who was late is required to make good that time by relieving early on a subsequent shift, subject to the direction of a senior employee.
- 4.4 Overtime is payable when an employee is relieved more than half an hour after their scheduled, shift starting time.
 - (a) In the circumstances described by sub-clause 4.3(a), the employee who was late may have that time deducted from their salary.
- 4.5 TOIL arrangements may be utilised by agreement if staffing resources permit.
- 4.6 Shift change arrangements may be approved, subject to operational requirements and the substitute employee being appropriately qualified to perform the work being undertaken.

- 4.7 Meal allowances will be paid when an employee works an additional shift over and above the roster and overtime, as prescribed by sub-clause 4.2 of this Attachment.
- 4.8 Approved overtime in excess of that provided for by sub-clause 4.2 is paid in accordance with the overtime provisions set out in clause 39 of this Agreement.
- 4.9 The base hourly rate for additional overtime will be as per the hourly rate specified in Attachment B to this Agreement.
- 4.10 Work on a public holiday does not attract an additional payment unless it is approved overtime.

5. Training

- 5.1 In addition to the 5 training days referred to in clause 3 of this Attachment, if an employee is required to attend training, payment for the time spent at training will be as follows:
 - (a) training on a rostered day off, will be paid at the appropriate hourly rate; or
 - (b) training on a normal rostered day will be at normal rate.
- 5.2 Where practicable, an employee will be given 2 days' notice of the need to attend a training course/session.

6. Reconciling overtime and training paid in the annualised salary

- 6.1 An employee is required to work the overtime and undertake the training paid, pursuant to clause 3 of this Attachment.
- 6.2 An audit will be conducted of the overtime worked and the training undertaken in January and March of each year.
- 6.3 If an employee has failed to work the overtime or undertake the training as paid in the aggregated salary they will be advised accordingly.
- 6.4 If there is no reasonable justification for failing to work the required overtime or attend the required training, the employee will repay the amount overpaid by not accessing any salary increase until the amount is acquitted.

7. Long Service Leave

- 7.1 Payment for long service leave for an employee employed under this Attachment is as follows:
 - (a) for LSL accumulated before 1 July 2006, either:
 - (i) their substantive salary; or
 - (ii) their annualised salary. An employee may elect to convert existing LSL credits by applying the following formula:

$$\frac{\text{Applicable PSW Salary}}{\text{Annualised Salary}} \times \text{LSL Credit in Days}$$

- (b) for LSL accumulated after 1 July 2006, their annualised salary.

ATTACHMENT F – WORK-LIFE BALANCE INITIATIVES

1. General

- 1.1 In addition to the principles contained in sub-clause 57.1 of this Agreement, access to Work Life Balance Initiatives must be in accordance with this Attachment.
- 1.2 Work Life Balance Initiatives do not apply to casual employees.
- 1.3 In accessing Work Life Balance Initiatives, it is not intended that an employee be either advantaged or disadvantaged in relation to the administration of accrual or payment of entitlements.

2. Recreation Leave at Half Pay

- 2.1 An employee may apply to utilise 1 or more weeks of his or her recreation leave at half pay, in order to double their period of leave.
- 2.2 An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- 2.3 Where an employee utilises an amount of recreation leave at half pay:
- (a) leave entitlements will accrue as if the employee had utilised the amount of recreation leave at full pay.
For example, if an employee utilises 2 weeks of recreation leave over a period of 4 weeks at half pay, all leave entitlements will accrue over the first 2 weeks of leave, as if the employee was on recreation leave with full pay, and no leave entitlements will accrue over the final 2 weeks of recreation leave on half pay.
- (b) salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- 2.4 A period of recreation leave at half pay does not break continuity of service.
- 2.5 Subject to clause 57 of this Agreement, the second half of the period of leave at half pay will not count as service and service based entitlements will be adjusted accordingly. For example:
If an employee utilises 2 weeks recreation leave over a period of 4 weeks at half pay, service based entitlements (e.g. personal leave, long service leave, paid parental leave) will be deferred by 2 weeks.

3. Purchase of Additional Leave (Purchased Leave)

- 3.1 Entitlement to purchased leave
- (a) An employee who has completed 12 months continuous service may, with approval of the CEO, purchase between 1 to 6 weeks additional leave per year with a corresponding reduction in the number of working weeks.
For example:
- Additional 1 week of purchased leave = 6 or 7 weeks total leave.
 - Additional 2 weeks of purchased leave = 7 or 8 weeks total leave.
 - Additional 3 weeks of purchased leave = 8 or 9 weeks total leave.
 - Additional 4 weeks of purchased leave = 9 or 10 weeks total leave.
 - Additional 5 weeks of purchased leave = 10 or 11 weeks total leave.
 - Additional 6 weeks of purchased leave = 11 or 12 weeks total leave.

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

3.2 Method of purchase

- Additional leave must be purchased in advance and must be used within 6 months after payment is completed.
- 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:

If an employee earns an annual gross salary of \$47,006 or \$1,802.15 per fortnight and purchases an additional 4 weeks leave (2 fortnightly pays - \$3604.30), their 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 - DCIS payroll is responsible for calculating actual deductions associated with an application for purchased leave.

- The employee's deductions for purchased leave will be increased in accordance with salary increases applying during the period of the Agreement.
- A period shorter than 12 months for purchasing additional leave may be implemented with the CEO's approval.

3.3 Administrative

- 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:
 - prior to purchased leave deductions being made in the case of NTGPASS and CSS employees; and
 - after purchased leave deductions being made in the case of Choice of Fund employees.
- Purchased leave counts as service for all purposes.
- Purchased leave does not attract a leave loading.
- Before accessing additional leave, an employee who has purchased additional leave will be required to exhaust all available:
 - recreation leave entitlements;
 - long service leave entitlements, except where the employee has satisfied the conditions of By-law 8.3; and
 - provided that such requirement is waived in circumstances where the employee endeavours to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of DPC.
- If an employee does not use their purchased leave within the agreed period, the approved leave lapses and the employee will be reimbursed monies paid.
- Purchased leave must be taken in minimum periods of 1 week.
- 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.

3.4 Independent Advice

- (a) Prior to entering into or ceasing a purchased leave arrangement, an employee should seek, at his or her own expense, independent advice regarding:
 - (i) his or her financial situation;
 - (ii) the potential impact on taxation; and
 - (iii) the potential impact on superannuation.

3.5 Agreement

- (a) A purchased leave agreement must be in writing.
- (b) A purchased leave agreement is non-renewable. On the expiry of an existing Agreement, the employee may lodge a new application for approval by the CEO.

3.6 Cessation of purchased leave

- (a) A purchased leave arrangement may cease in the following ways:
 - (i) at the request of the employee on the giving of 4 weeks written notice to the CEO, provided that approval of the request is at the discretion of the CEO, based on operational and other relevant considerations;
 - (ii) at the initiative of the CEO, on the giving of three months written notice to the employee, along with reasons for the cessation;
 - (iii) the employee ceases employment with the NTPS; or
 - (iv) the employee moves to a new work area within the DPC, or to another Agency (unless the new work area or Agency agrees to continue the arrangement).
- (b) Where a purchased leave arrangement ceases in accordance with paragraph (a), the employee will be reimbursed a lump sum payment of monies paid within 2 months of the date of cessation. Provided that, where the employee has already commenced the period of purchased leave, they will be reimbursed monies paid on a pro-rata basis, in accordance with the portion of monies relating to the unused period of leave.