



POLICE ARBITRAL TRIBUNAL

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Certification of the *Northern Territory Police Force (NTPF) Consent Agreement 2022*

[1] The Commissioner for Public Employment and the Commissioner of Police, on behalf of the Minister for Public Employment, request that the Police Arbitral Tribunal certify the *Northern Territory Police Force (NTPF) Consent Agreement 2022* pursuant to s. 53(2) of the *Police Administration Act 1978* (the Act).

[2] The *Consent Agreement 2022* will replace the *Northern Territory Police Force (NTPF) Consent Agreement 2019* and provide for the remuneration and terms and conditions of service of members of the Northern Territory Police Force.

[3] The parties have provided written submissions to the Tribunal detailing the history of the negotiations resulting in the making of the *Consent Agreement 2022*. The Minister for Public Employment and the Northern Territory Police Association have indicated in their submissions that they support the certification of the *Consent Agreement 2022* and that there are no public interest grounds that would prevent the certification of this Agreement.

[4] Section 53(2) of the Act requires the Tribunal to certify a consent agreement unless it is of the opinion that it is not in the public interest that it be certified. Submissions were received from the parties and a hearing of the Tribunal was conducted on 9 June 2023. Based on the submissions the Tribunal is satisfied as required by s. 53(2) of the Act that there are no public interest grounds preventing the certification of the *Consent Agreement 2022*.

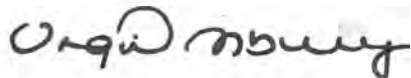
[5] The *Consent Agreement 2022* is binding, in accordance with its terms, on the Commissioner of Police, the Northern Territory Police Association Incorporated and all members at or below the rank of Superintendent including: Recruits, Auxiliaries, Aboriginal Community Police Officers, members from the ranks of Constable to Superintendent and members employed in the Forensic Science Branch.

[6] The *Consent Agreement 2022* will, in accordance with its terms, operate in conjunction with the *Police Arbitral Tribunal Determination No. 1 of 2011*, upon certification of the Agreement by the Tribunal.

[7] We note that the signature page (page 93) of the *Consent Agreement 2022* contains a typographical error in that it refers to the previous *Northern Territory Police Force (NTPF) Consent Agreement 2019*. The parties have advised via email that they intended to sign the *Northern Territory Police Force (NTPF) Consent Agreement 2022*. We accept that this is the case and that this typographical error is not an impediment to certification.

[8] The Agreement will operate from 30 June 2022 and will remain in force until 29 June 2025.

[9] A certified copy of the Consent Agreement 2022 signed by Members of the Police Arbitral Tribunal will be transmitted to the Minister as required by s. 53(4) of the Act.

A handwritten signature in black ink, appearing to read 'I. Asbury', is written over a light grey rectangular background.

Vice President I. Asbury

Chairperson

NORTHERN TERRITORY OF AUSTRALIA

Police Administration Act

**NORTHERN TERRITORY POLICE FORCE
CONSENT AGREEMENT 2022**

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THIS AGREEMENT is made between the Minister for Public Employment and the Northern Territory Police Association Incorporated pursuant to section 51 of the Police Administration Act.

WHEREAS the salaries, allowances and other conditions of service of members of the Police Force are determined by Police Arbitral Tribunal Determination No. 1 of 2011.

THE PARTIES AGREE that those salaries, allowances and other conditions of service be varied to include the Consent Agreement negotiated as settlement of outstanding matters, in the following terms:

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement shall be known as the Northern Territory Police Force (NTPF) Consent Agreement 2022 (CA 2022).

2. Application

- (a) This Agreement shall be binding on the Commissioner of Police, the Northern Territory Police Association Incorporated (NTPA) and all members at or below the rank of Superintendent.
- (b) This Agreement will only apply to members who are employed on or after the time the Agreement is certified by the Police Arbitral Tribunal.

3. Operation of this Agreement

- (a) This Agreement shall operate from 30 June 2022 and remain in force until 29 June 2025.

4. Relationship to Parent Agreement

- (a) This Agreement shall be read and interpreted wholly in conjunction with the Police Arbitral Tribunal Determination No. 1 of 2011 ('Determination No. 1 of 2011' or 'PATD'), provided that where there is any inconsistency this Agreement shall take precedence.
- (b) The parties agree to set aside the Consent Agreement 2019 upon certification by the Police Arbitral Tribunal ("the Tribunal") of this Agreement.

5. Objectives

The objectives of this Consent Agreement are:

- (a) To maintain harmonious industrial relations in the workplace;
- (b) To promote efficiency and productivity in the NTPF;

- (c) To facilitate appropriate regulation and employment conditions through Consent Agreements;
- (d) To enable the NTPF and the NTPA to work together to provide policing services aligned to strategic and corporate directions of the NTPF and meeting the needs of local communities;
- (e) To promote modern policing practices by redesigning systems and utilizing new technological opportunities;
- (f) The achievement of improved policing services to the people of the Northern Territory through an alignment of the strategic and corporate directions of the NTPF, enhanced quality of working life of members through cooperative workplace reform and equitable and productive workplace relations;
- (g) To acknowledge the need to jointly examine and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes. The consultative mechanism referred to in Clause 7 - Management of Change will be employed by the parties for this process; and
- (h) To acknowledge the need to recognise as appropriate the work of members performing front line general policing duties.

6. **Dispute Settling Procedures**

- (a) In the event a dispute arises in relation to this Agreement, every endeavour shall be made to settle the dispute amicably by direct negotiation and consultation between the parties to this Agreement.
- (b) To facilitate the settlement of any such dispute the provisions of Clause 8 of Determination No. 1 of 2011 shall be used.
- (c) Prior to invoking the provisions of Clause 8 of Determination No. 1 of 2011, supervisors and members are required to utilize the relevant Personnel Decisions policy in force from time to time.

7. **Management of Change**

Clause 9 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (a) Where the NTPF has developed a proposal to introduce a major change to the structure of the workplace, technology or the existing work practices of members and the change is likely to have a significant impact on members, the NTPF will:

- (i) advise the affected members and the NTPA as soon as practicable after the proposal has been developed;
 - (ii) advise the affected members and the NTPA of the rationale and intended benefits of any change;
 - (iii) provide, as far as practicable, all relevant information to members and the NTPA about the proposed change or other matters that will impact on them;
 - (iv) provide an opportunity for members and the NTPA to submit alternative proposals that will meet the indicated rationale and any benefits prior to the implementation of the change; and
 - (v) consider the alternative proposals submitted and provide feedback to the NTPA.
- (b) The NTPF and the NTPA commit to effective consultation, in regards to the change, to enable:
- (i) timely resolution of issues affecting the NTPF and its members;
 - (ii) encouragement of a problem solving approach focusing on long term gains for both the NTPF and its members;
 - (iii) maintaining a police force which meets the expectations of the broader community; and
 - (iv) recognition of the role of the NTPA in the implementation of change.
- (c) Notwithstanding this clause, the NTPF is not required to disclose confidential or commercially sensitive information to members or the NTPA.
- (d) The NTPF may establish a consultative committee with the NTPA as a forum for consultation about substantial change in the workplace that affects members in relation to matters covered by this Agreement.

8. Negotiation of New Agreement

- (a) Negotiations to replace this Agreement should commence no earlier than 1 February 2025 and be completed by 30 April 2025, with the proposed date of effect for any salary increase being 30 June 2025.
- (b) Where negotiations continue beyond 30 April 2025, the additional period taken to reach agreement may upon application to the Tribunal by one of the parties, be added to the above proposed date of effect for any salary increase and/or changes to working conditions, if the Tribunal determines that the other party has unreasonably caused that delay.

9. Variation

- (a) This Agreement contains provisions facilitating the examination or review by the parties of aspects of existing pay, conditions and working arrangements.
- (b) It is intended that the outcome of such reviews or examinations will be implemented by agreement.
- (c) This Agreement may be varied to include any agreed outcomes.
- (d) Except where otherwise provided for in this Agreement, variations under this clause will only have effect if approved by the Tribunal.

10. No Extra Claims

The parties agree that during the life of this Agreement there will be no further claims for increased rates of pay or improvements in terms and conditions of service other than those matters specifically provided for in this Agreement and in accordance with Clause 9.

PART 2 - SALARIES, RANK STRUCTURES AND ALLOWANCES

11. Salaries and Rank Structures

- (a) The salary and rank structures for the period of operation of this Agreement are contained in Attachment A.
- (b) Members employed in the Forensic Science Branch (or equivalent) shall be entitled to salary contained in Attachment A. Structure and provisions for members employed in this Branch are in accordance with Forensic Services Career Path Instruction in force from time to time.

12. Forensic Services Career Path

- (a) This clause provides a mandatory Career Path for members who are at or above the rank of Constable, employed in a recognised forensic science discipline within the Forensic Science Branch (the Branch); inclusive of the Regional Crime Scene Examination Units with positions of Examiner, Senior Examiner, Principal Examiner, Senior Principal Examiner and Senior Technical Administrator, with progression based on expertise formal qualifications and vacancies.
- (b) All members employed subject to this clause retain their substantive rank and appropriate conditions of service.
- (c) The Career Path is outlined in the Forensic Career Path Instruction.

- (d) A member subject to this clause shall not be financially disadvantaged and shall remain on their substantive salary level under Attachment A clause 7 or 8 until such time as the member attains the required expertise for the salary level which is equal to or higher than the relevant pay point under Attachment A clause 9 or 10.
- (e) A member employed subject to this clause transferring from the Branch to undertake other duties in the Force will revert to the appropriate salary for their substantive rank, including annual increments that the member would have received, as if they had not joined the Branch.
- (f) The Fingerprint Section Allowance payable under sub-clause 24.1 of Determination No.1 of 2011 shall not apply to a member paid in accordance with this clause.
- (g) Variations to the Forensic Career Path Instruction will only have effect through agreed outcomes with the NTPA.

13. Salary Sacrifice

The parties agree that the salary sacrifice arrangements applicable to employees of the Northern Territory Public Sector, as varied from time to time, shall apply to members of the Police Force on the same terms, conditions and fees, subject to a member's salary for superannuation purposes, and severance and termination payments being the gross salary which they would have received if not taking part in salary sacrifice arrangements.

14. Allowance Increases

- (a) Allowances listed in this clause shall be adjusted in accordance with the method shown in Clause 14(c).
- (b) Where increases to an allowance in this clause are linked to the Northern Territory Public Sector (NTPS) increases, the increase shall be immediately passed on and shall be calculated so that the NTPF and NTPS allowance amounts remain the same. The allowances in this clause that are linked to the Consumer Price Index (CPI) are calculated by using the annual September to September Darwin CPI, with effect from 1 January each year.
- (c) The following allowances and subsidies are current as at the time of certification of the Agreement and may be subject to change or amendment as determined by the Commissioner of Police. Any changes or amendments may be implemented by the Commissioner by publishing details in the *Police Gazette*.

(i) Salary and shift allowances:

	Current Rate	Increases	Reference
Consolidated Allowance	23 % of Salary	Base Salary increases	CA 2022 Clause 15
Night Shift Allowance	15% of base salary, or the Clause 20 member's base rate of pay while on higher duties	Base Salary increases	CA 2022 Clause 20
Overtime Meal Allowance	\$23.00	CPI 1 January	PATD Clause 46
On-Call Allowance	5% of the hourly rate of a Senior Sergeant on the top salary increment (7 weeks leave); 7.5% of the hourly rate of a Senior Sergeant on the top salary increment (7 weeks leave) when performed on RDO or in excess of 7 days in 14 day period	Base salary increases	CA 2022 Clause 21
Stand-By Allowance	50% of the hourly rate of a Senior Constable on the top increment (7 weeks leave)	Base salary increases	CA 2022 Clause 22
Point of Sale Intervention Allowance	30% of the hourly rate of the members' base annual salary; paid for each shift or part shift worked on POSI duties.	Base salary increases	CA 2022 Clause 27

(ii) Isolated Localities:

	Current Rate	Increases	Reference
Contract Cleaning – Bush Stations	\$22.30 per hour	CPI 1 January	CA 2022 Clause 61
Spousal Honorarium Payment (May and November per annum)	\$1690.00 per annum	CPI 1 January	<i>Police Gazette</i>
Accommodation Allowance (FOILS)	\$131.00 per day	CPI 1 January	CA 2022 Clause 58
Allowance for Meals to Prisoners and Witnesses	\$23.00 per each meal provided	CPI 1 January	PATD Clause 23

(iii) Travel:

	Current Rate	Increases	Reference
Accommodation Allowance	\$90.50 per day	CPI 1 January	CA 2022 Clause 72
Travelling Allowance for approved training courses and events in Darwin and Alice Springs (self-catering accommodation)	\$46.60 per day	CPI 1 January	CA 2022 Clause 72
Meal Allowance (per day)	Breakfast: \$18.40 Lunch: \$28.30 Dinner: \$39.80	CPI 1 January	CA 2022 Clause 72
Incidentals Allowance	\$14.30 per day	CPI 1 January	CA 2022 Clause 72
Camping Allowance	\$113.00 per day	CPI 1 January	CA 2022 Clause 75
Mileage Allowance	\$0.82 per km \$0.05 per km (carrying goods, passengers or towing)	CPI 1 January	PATD Clause 108
Youth Camping Allowance	\$297.83 per day	Annual review July by the Commissioner of Police and the NTPA	<i>Police Gazette</i> N78/G12/04

	Current Rate	Increases	Reference
Restrictive Surveillance Duty Allowance (in lieu of TA)	\$60.00 per day or part thereof	Base Salary increases	PATD Clause 21
Disturbance Allowance	Single: \$432.00 With spouse or dependant: \$992.00 For each additional child (not covered by spouse or dependant rate): \$130.00	CPI 1 January	PATD Clause 11.3
Relocation Allowance	Single Rate: \$579.00 per fortnight Dependant Rate: \$801.00 per fortnight	CPI 1 January	CA 2022 Clause 73 PATD Clause 113

(iv) Miscellaneous:

	Current Rate	Increases	Reference
Plain Clothes Allowance	\$2305.00 per annum	CPI 1 January	PATD Clause 24
NT Allowance after 21/07/1988 with dependants	\$960.00 per annum	Not applicable	CA 2022 Clause 24 PATD Clause 17
NT Allowance prior 21/07/1988 with or without dependants	Based on salary range	Not applicable	CA 2022 Clause 24 PATD Clause 17
Water Police Allowance	See CA 2022 Clause 26	CPI 1 January	CA 2022 Clause 26
Spending Allowance	\$1275.00 per annum	CPI 1 January	PATD Clause 24

	Current Rate	Increases	Reference
Fingerprint Allowance	1 st year - \$364 pa 2 nd year - \$484 pa 3 rd year - \$727 pa 4 th year - \$968 pa 5 th & subsequent years - \$1210 pa On achieving expert status - \$2419 pa	Commissioner of Police	PATD Clause 24

(v) Housing:

	Current Rate	Increases	Reference
Housing Allowance	\$28544.47 per annum (as at 1 July 2022)	1 July	PATD Clause 91
Rental Subsidy	Rental subsidy as per <i>Police Gazette</i> notification	1 January and 1 July	PATD Clause 91
Sale and Purchase of dwelling on transfer	Calculated in accordance with PATD Clause 114	Commissioner of Police	PATD Clause 114

15. Consolidated Allowance

- (a) Clause 18.2 of Determination No. 1 of 2011 is varied for the life of this Agreement by increasing the rate of Consolidated Allowance from 20% to 23%.

16. Higher Duties Allowance

- (a) Clause 19.2 and 123 of Determination No. 1 of 2011 are varied for the life of this Agreement in that the allowance shall be paid for each shift where the period of acting equates to 40 hours or more in any consecutive shift sequence worked, including members performing part-time duties.
- (b) For the purpose of this clause where overtime is performed in an isolated locality on a rostered day off that is contiguous with a period of higher duties and at the level of the higher duties the overtime shall be paid at the rate of higher duties.
- (c) The amount of allowance payable to a member temporarily performing higher duties shall be adjusted to equal the difference between the appropriate increment points of the higher and lower ranges where higher duties have been performed:
- (i) for a continuous period of 12 months; or

- (ii) non continuously for a period which aggregates in total a period of 12 months within 24 months, and
 - (iii) a second or subsequent increment shall not be payable unless a previous increment as provided at clauses 16(c)(i) or (ii) has been received for a period of 12 months.
- (d) The period of employment at a higher duty designation shall count for incremental purposes at a substantive designation.
 - (e) A member who is promoted will have included for the purpose of calculating their increment date all previous periods during which the member performed higher duties at an equal or relevant higher designation to which they are being promoted.
 - (f) Periods of higher duties can only be recognised for promotion to one substantive rank. Higher duties performed after the date of promotion to the substantive rank will qualify as recognition for the next promotional advancement.

Example: Where a Sergeant (qualified to Superintendent) undertakes higher duties at the Superintendent rank and is subsequently promoted to the rank of Senior Sergeant, the higher duties performed at the Superintendent rank would only be taken into account for incremental advancement at the Senior Sergeant rank and may not be taken into account at a later date should the member then be promoted to Superintendent.

17. General Policing Allowance

- (a) This clause applies to the ranks of Senior Sergeant and below. It does not apply to Recruit Constables, Recruit Auxiliaries, or Recruit Aboriginal Community Police Officers whilst in training at the NTPFES College.
- (b) Subject to Clause 56, the General Policing Allowance shall be paid fortnightly at the rate of 5% of the member's base annual salary. If a member is performing higher duties, that salary will become the rate to calculate base annual salary.
- (c) This allowance is in addition to the Consolidated Allowance.
- (d) Eligibility:

To qualify for the General Policing Allowance members must meet the following:

- (i) Performing duties in positions that fit the definition: 'General Policing Position' that is, an operational uniformed position performing a non-specialist role in designated units as approved by the Commissioner and published in the Police Gazette; and
- (ii) Current relevant qualifications in Operational Safety and Tactics Training

(OSTT) being Defensive Tactics, Glock and Senior First Aid (or equivalent) with the exception of any position or role approved by the Commissioner not requiring OSTT.

- (e) Provided that where a member is absent for any reason or is otherwise unable to undertake the assessment under Clause 17(d)(ii) for good reason, the Commissioner will give the member a reasonable opportunity to undertake the assessment, and the member will continue to be paid the allowance until they undertake the assessment.
- (f) This allowance shall continue to be paid on personal leave without a certificate for the first 2 days of absence in any calendar year, on personal leave with a certificate for up to 2 weeks per calendar year, and if performing light duties due to a non-work related medical condition for up to 2 weeks per calendar year.
- (g) This allowance shall not apply to a member whilst on leave without pay.
- (h) Where a member is engaged in part time employment, this allowance shall be paid proportionate to the hours of work.
- (i) This allowance will cease when the member is not performing duties in qualifying positions, whether temporarily or permanently.
- (j) When a new position is being created temporarily or permanently or a position is being reviewed, this allowance shall be assessed by the Commissioner before the position is advertised or filled. The Commissioner will consult with the NTPA as to whether the allowance shall be paid. When the Commissioner has made a decision regarding the application of this allowance, this Agreement will be taken to be varied to that effect.
- (k) During the life of the Agreement, where an established position is reviewed and it results in no longer being eligible for this allowance, the member shall retain this allowance until either the member leaves the position and another member is appointed, in which case the allowance will not be paid, or after 6 months, whichever occurs first. The member can then decide whether they wish to remain in that position, or seek a transfer to another position which attracts this allowance through the normal promotional or transfer process.

18. Detectives Allowance

- (a) Detectives attached to designated units as approved by the Commissioner and published in the Police Gazette shall receive an allowance of 5% of the members' base annual salary.
- (b) This allowance applies to the ranks of Senior Sergeant and below.

- (c) For the purpose of this clause a "Detective" shall mean a member who has qualified to and is designated as a Detective.
- (d) A member otherwise performing investigative duties not in receipt of this allowance, shall continue to receive the spending allowance, in areas where that allowance is payable.
- (e) Detectives in receipt of this allowance are not eligible to receive the spending allowance.
- (f) This allowance shall continue to be paid on personal leave without a certificate for the first 2 days of absence in any year, on personal leave with a certificate for up to 2 weeks per annum, and if performing light duties due to a non-work related medical condition for up to 2 weeks per annum.
- (g) This allowance shall not apply to a member whilst on leave without pay.
- (h) Where a Detective is engaged in part time employment this allowance shall be paid proportionate to the hours of work

19. Tactical Operators Allowance

- (a) Members attached to the Territory Response Group shall receive an allowance of 5% of the top salary increment for Senior Constable First Class (7 weeks leave).
- (b) This allowance applies to the ranks of Senior Sergeant and below.
- (c) This allowance is paid in lieu of Camping Equipment Allowance, Close Personal Protection Allowance and reimbursement for Personal Training shoes.
- (d) This allowance shall continue to be paid on personal leave without a certificate for the first 2 days of absence in any year, on personal leave with a certificate for up to 2 weeks per annum, and if performing light duties due to a non-work related medical condition for up to 2 weeks per annum.
- (e) This allowance shall not apply to a member whilst on leave without pay.
- (f) Where a member is engaged in part time employment this allowance shall be paid proportionate to the hours of work.

20. Night Shift Allowance

- (a) This clause applies to the ranks of Senior Sergeant and below. It does not apply to Recruit Constables, Recruit Auxiliaries and Recruit Aboriginal Community Police Officers whilst in training at the NTPFES College.
- (b) The Night Shift allowance shall be paid to members for each night shift actually

worked at the rate of 15% of the member's base annual salary, or the member's base rate of pay while on higher duties.

- (c) This allowance is not payable where a member works a night shift on overtime.

21. On Call Allowance

- (a) The Commissioner may roster or direct a member to be On Call and hold themselves in readiness to perform overtime within designated units as approved by the Commissioner and published in the Police Gazette.
- (b) Notwithstanding clause 21(a), payment of this allowance to members in other operational areas will only be payable with the express prior approval of the Commissioner.
- (c) A member who is rostered or directed to be On Call must be contactable by telephone or other approved means and be available and fit to commence duty without delay, or within a time acceptable to the Officer in Charge, before the next ordinary commencing time for that member.
- (d) The Commissioner shall not approve payment of the On Call Allowance unless satisfied that the requirements of this clause have been complied with.
- (e) Except with express prior approval of the Commissioner, a member holding or acting in a rank above Senior Sergeant is not eligible to claim payment of the On Call Allowance.
- (f) A member who is directed to be on call will be eligible for payment of an On Call Allowance calculated at 5% of the hourly rate of a Senior Sergeant on the top salary increment (7 weeks leave).
- (g) The minimum payment shall be for 8 hours.
- (h) Where a member on call is required to return to duty, they shall be paid in accordance with the Overtime Payment provisions of Clause 29 for the hours worked.
- (i) Where a member is required to be on call on a rostered day off (RDO) or for a period greater than 7 days in any 14 day period, the rate of on-call allowance will be paid at 7.5% of the hourly rate of a Senior Sergeant on the top salary increment (7 weeks leave).
- (j) The provisions of this clause are not available to a member who has made a claim under Clauses 22, 23 and 30 of this Consent Agreement or Clause 21 of Determination No 1 of 2011 for the same period

22. Stand-By Allowance

- (a) 'Stand-by' shall mean a situation where the Commissioner rosters or directs a member to remain at their place of employment at that time, or other place approved by the Commissioner, to perform duties as required.
- (b) A member may be directed to be on stand-by where there is a clear expectation of an imminent requirement to return to duty and the member is required as is necessary to be available and fit for immediate recall.
- (c) The Commissioner shall not approve payment of Stand-By Allowance unless satisfied that the requirements of this clause have been complied with.
- (d) Except with the express approval of the Commissioner, a member holding or acting in a rank above Senior Sergeant is not eligible to claim payment of the Stand-By Allowance.
- (e) Where a member on stand-by is required to return to duty, payment under this clause shall cease and the member shall be paid in accordance with clause 29 for the hours worked.
- (f) A member who is directed to be on stand-by will be eligible for payment of a Stand-By Allowance for a maximum of 8 hours in any 24 hour period calculated at 50% of the hourly rate of a Senior Constable on the top increment (7 weeks leave).
- (g) Where a restrictive duty circumstance arises that does not clearly fit into any of the situations described in this clause, the Commissioner may, in consultation with the NTPA, approve such other arrangements and rates of payment as are appropriate.

23. Dog Handlers Allowance

A member who is in a gazetted dog handler's position and is required to care and maintain the dog/s during hours rostered off duty, shall be paid an allowance of 12% of the hourly rate of a Senior Constable on top salary increment (7 weeks leave).

24. Northern Territory Allowance

Clause 17 of Determination No. 1 of 2011 is varied for the life of this Agreement.

- (a) Only a member in receipt of the Northern Territory Allowance on 15 February 2018 will be eligible to continue to receive the allowance as per clause 17 of Determination No. 1 of 2011.

25. Territory Duty Superintendent

- (a) For the purpose of this clause 'Territory Duty Superintendent' means a member who performs duties as a Territory Duty Superintendent in accordance with a continuing 24 hour shift roster.
- (b) Territory Duty Superintendents shall be subject to the terms and conditions of clause 29, with the exception of clauses 29(g)(ii) through 29(g)(vi) and 29(j). The Hours of Duty provisions at clause 126 of Determination No. 1 of 2011 do not apply.
- (c) With the exception of clause 17(d)(ii), Territory Duty Superintendents shall receive the General Policing Allowance in accordance with clause 17.
- (d) Payment of the General Policing Allowance shall be in addition to the Public Holidays and Penalty Payments provisions prescribed by clauses 127 and 128 of Determination 1 of 2011.

26. Water Police Section – Allowance and Conditions

Clause 20 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (a) Notwithstanding anything contained in this Consent Agreement or Determination No 1 of 2011, a member whilst employed on an ocean-going patrol vessel under the control of the Water Police shall:
 - (i) be provided with provisions on the vessel at the expense of the Commissioner;
 - (ii) where the vessel is absent overnight from its home port be paid "at sea" allowance equal to the non-commercial travelling allowance, for each day calculated from the time of commencing duty prior to the vessel sailing to the time of ceasing duty following the completion of the tour of duty on the vessel;
 - (iii) where the vessel is absent from its home port be paid, in lieu of travelling allowance, an allowance equal to 37.5% of the daily base salary applicable to a Senior Constable for each day calculated from the time of commencing duty prior to the vessel sailing to the time of ceasing duty following the completion of the tour of duty on the vessel in lieu of all penalty payments, meal allowances and overtime.
- (b) For the purpose of clauses 26(a)(i) and (ii) a part day shall be paid on a pro- rata basis.
- (c) Where at any time a member is not rostered for duty and that member is

required to commence duty prior to going to sea, or is required to be at sea on a rostered day off duty, that member shall not be paid the allowance prescribed in clause 25(a) but shall be entitled to overtime in accordance with the overtime provisions set out under clause 29 for any time worked.

27. Point of Sale Intervention

- (a) An Auxiliary Police Officer undertaking duty in accordance with Part 11 of the *Liquor Act 2019* shall be entitled to be paid an allowance of 30% of the hourly rate of the members' base annual salary.
- (b) The allowance is payable for each shift, or part shift, actually worked on point of sale intervention duties only utilising the applicable calculation rate.

28. School Based Policing Allowance

- (a) This allowance applies to Police Auxiliaries and Police Constables.
- (b) Members working in designated School Based Policing positions, as approved by the Commissioner and published in the Police Gazette, shall receive an allowance of 5% of the member's annual salary.
- (c) The allowance shall continue to be paid on personal leave without a medical certificate for the first two days of absence in any year, on personal leave with a medical certificate for up to two weeks per annum, and if performing light duties due to a non-work related medical condition for up to two weeks per annum.
- (d) Where a member is engaged in part time employment this allowance shall be paid proportionate to the hours of work.

PART 3 - HOURS OF DUTY AND ROSTERING

29. Hours of Duty and Rostering

- (a) Introduction of Centralised Workforce Management

The parties agree to continue discussions regarding the development and implementation of a centralised workforce management framework/capability to meet the demands of the Agency as well as delivering fair and reasonable rostering arrangements for members.

- (b) Hours of Duty and Rosters

Clauses 35 to 44 of Determination No. 1 of 2011 are varied for the life of this Agreement and replaced with the following.

(c) Rosters

- (i) Rosters for each work unit shall conform to the requirements of these provisions and such other clauses of Determination No. 1 of 2011 as are relevant. While these provisions must be followed, it is acknowledged that rosters shall be as flexible as possible, while still ensuring optimum use of resources. Changes to rosters shall be the subject of consultation between members and Officers in Charge.
- (ii) Rosters that do not comply with these provisions may only be developed by written agreement between the Commissioner and the Association, or their delegates after consultation with members in the work unit.
- (iii) The Commissioner may cause an existing roster to be reviewed in consultation with the members of the work unit and the NTPA. Any subsequent changes will be managed in accordance with Clause 7.
- (iv) Where agreement cannot be reached at any time between the member and the Commissioner, a compliant roster will be developed and worked in accordance with the requirements of these provisions.
- (v) The work unit is defined as a police station, section or unit under the direction of a Senior Sergeant, or in the case of small stations a Sergeant.

(d) Shift Definitions

The following shift definitions shall apply:

- (i) With the exception of clause 29(d)(ii), Day shift means any shift commencing at or from 0500 hours or concluding at or before 1900 hours.
- (ii) An Auxiliary Police Officer undertaking duty in accordance with Part 11 of the *Liquor Act 2019*, a day shift means any shift commencing at or from 0500 hours or concluding at or before 2000 hours.
- (iii) Evening shift means any shift concluding after 1900 hours and at or before 0200 hours.
- (iv) Night shift means any shift commencing after 1900 hours or concluding after 0200 hours.

(e) Rostered Hours

- (i) A roster shall not require a member to work in excess of 40 hours per week, or an average of 40 hours per week over a roster period. The number of ordinary rostered hours to be worked by a member on any one day or shift shall be a minimum of 8 hours and up to a maximum of 12 hours.

- (ii) Subject to operational requirements, a member shall not be required to work more than 7 continuous shifts in any roster period or across adjoining roster periods.
- (f) Display of Rosters
 - (i) The roster for each work area shall be easily accessible to all members in the work area.
 - (ii) The roster shall be readily accessible in electronic format a minimum of 14 days in advance of the date it is due to commence.
- (g) Changes to a Member's Roster
 - (i) A member may request a swap of a rostered shift with another member provided the other member and the Officer in Charge agree to the swap and the shift duration is like for like.
 - (ii) Where a member's rostered shift(s) is changed without the consent of the member, including for a planned special operation, and less than 72 hours notice was given for the change, the member is entitled to be paid at a penalty rate of 20% for the entire newly rostered shift worked.
 - (iii) A "planned special operation" for the purpose of clause 29(g)(ii) shall mean an operation approved by a Commander or above, the subject of a written operations order and arising out of or from gathered or received intelligence.
 - (iv) Where a non-consensual change of roster does not represent a change of shift as defined at clause 29(d) of this Attachment, no penalty rate will apply. That is, if the hours of the shift being changed and the shift to which it is changed do not alter the definition of the shift worked, then this will not be subject to a penalty.
 - (v) Alterations to the roster pursuant to clause 29(g)(ii) may not increase the total number of hours worked by a member in that roster period, otherwise normal overtime provisions apply.
 - (vi) Where a non-consensual change of roster involves the requirement to work on a day which was a rostered day off and this was not communicated 72 hours prior to the commencement of the altered shift or the end of the last shift worked before commencement of the period of time off, whichever is earlier, the member will be entitled to the appropriate overtime rate for the duration of the newly rostered shift in lieu of the rate specified in Clause 29(g)(ii).
 - (vii) A roster may be changed in the following circumstances, without penalty;
 - (a) where the Commissioner reasonably determines that an emergency situation or disaster, as defined in the Northern Territory Emergency

- Management Act will or is likely to be declared (for example, the activation of a cyclone plan) or such emergency or disaster is actually declared; or
- (b) the Commissioner reasonably determines that a major unforeseen policing demand/s has emerged, or is likely to emerge from intelligence obtained from the time of posting of the roster; or
 - (c) Where the member requests and has been approved a change in the roster.
- (viii) It is a management responsibility to ensure any changes are advised to members (including those on leave, rest days etc.) as soon as the changes are made.
 - (ix) Members' personal circumstances with respect to childcare arrangements or similar that have already been made; will be taken into consideration as far as it is practicable to do so.
- (h) Hours for Shift Workers and Rostered Days Off
- (i) A member shall not be required to work rostered evening or night shifts, or a combination of shifts involving hours of duty which fall between 1900 hours and 0500 hours for more than 16 shifts in each period of 25 working days.
 - (ii) A member shall not be rostered to perform night shift duty for more than 8 shifts in 25 working days.
 - (iii) A member shall be entitled to at least 10 rest days in each 35 day roster period.
 - (iv) A rest day shall be one calendar day off duty.
- Example: A member finishing a nightshift on a Monday and rostered on two days off shall commence the rostered days off on the Tuesday following the completion of that nightshift and shall not be rostered on for another shift until the following Thursday.
- (v) Where practicable, two 24 hour rest periods shall be rostered consecutively.
 - (vi) Every member shall have a minimum of 2 weekends rostered off duty in each 35 day roster period.
 - (vii) Subject to this clause, every break between rostered shifts must be at least 10 hours in length.
 - (viii) Quick changes, that is a break between shifts or more than 8 hours but less than 10 hours shall only be permissible by consent of the parties in accordance with clause 29(c).
 - (ix) These maximums shall not include shifts where a member has arranged a swap of shift(s) or, after consultation, the member agrees to work shifts in excess of the above.

- (x) In preparing rosters, every care is to be taken to ensure that in the transition from one roster to the next roster, excessive night shifts are not worked.
 - (xi) Every reasonable effort will be made to ensure that, where a member is rostered the required weekend off, that the weekend off is preceded by a day shift and succeeded by a day or evening shift.
- (i) Meal Break
- (i) With the exception of clause 29(i)(ii), during each shift a meal break of 40 minutes shall be allowed, which shall, so far as practicable, coincide with the usual meal hours, and be regarded as time on duty.
 - (ii) During each 12 hour shift, there will be two 30 minute meal breaks, the first to be taken within the first five hours of the shift and the second to be taken within the next five hours of the shift, and be regarded as time on duty. This clause is effective from the date of certification of this agreement.
 - (iii) Supervisors must be vigilant in administering this provision by ensuring, where possible, that members avail themselves of a meal break.
 - (iv) A member who, at the direction of a supervisor, is not permitted, or who otherwise was unable due to operational requirements, to access a meal break pursuant to clause 29(i)(i) and 29(i)(ii), shall be entitled to a meal allowance at the approval of the supervisor.
 - (v) Payment of this meal allowance will be at the same rate as the overtime meal allowance.
- (j) Rostering for Court Attendance
- (i) Where a member is advised of a court attendance with greater than 72 hours notice, and the member elects to do so, the roster will be amended, where practicable, to a day shift to accommodate the court attendance.
 - (ii) Where the roster cannot be amended due to operational requirements, the member will be stood down from duty from their next rostered shift commencing on the same duty day for a period of at least 10 hours from the time she or he is excused from attendance at court.

30. Part Time Employment

Clause 56 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (a) Part time employment arrangements are available to all members. Approval is subject to operational requirements.

- (b) As far as practicable, members applying for part time employment will be retained in the same Unit. If members cannot be retained in their current location, efforts will be made to place them in another Unit within the same Command.
- (c) Guidelines for the application, approval and continuation of part time employment arrangements shall be provided for under the Flexible Working Arrangements Guidelines. Changes to these guidelines will be subject to consultation with the NTPA in accordance with the Change Management provisions.
- (d) If the original application is not supported, variations of that arrangement should be considered and discussed with the member prior to the final decision being made.
- (e) All members shall comply with the part time employment guidelines.
- (f) Hours of duty:
 - (i) members on part time employment must work a minimum of 8 hours or a maximum of less than 40 hours per week.
 - (ii) the minimum and maximum number of ordinary hours to be worked per shift is 4 hours and 12 hours respectively.
 - (iii) when compiling duty rosters for a member on part time employment, it will be necessary to indicate the day/s upon which duty will be required, rest days and off duty. It is expected that, under normal circumstances, duty days involved in part time employment arrangements will fall on the same days each week, thereby alleviating rostering difficulties.
- (g) The meal break provisions provided for at clause 29(i) shall apply when the member is rostered to be on duty for a minimum of 6 hours.
- (h) Staffing provisions:
 - (i) before a member is granted part time employment, the Divisional Officer must indicate in what way the duties of the member will be covered during the part time employment period (e.g. not undertaken, undertaken by higher duties).
 - (ii) the Divisional Officer will give this aspect consideration when considering the application.
- (i) Except where otherwise provided for in this Agreement, a part time member will be entitled to all conditions of employment applicable to a full time member on a pro rata basis.

- (j) Overtime:
 - (i) members on part time employment should only be required to work overtime in exceptional circumstances.
 - (ii) Normal overtime provisions will apply:
 - (a) Where a member is called out; or
 - (b) Is required to work outside their normal rostered shift for the day in excess of 8 hours for that shift.
 - (iii) where a member works overtime to cover an additional shift(s), overtime rates will only be paid for time worked in excess of 40 hours for that week. Payment at normal rates is made for those additional hours worked up to 40 hours.
- (k) Entitlement to service increments will be on the basis of having worked the same chronological time that entitles a full time member to an increment, regardless of the number of hours worked.
- (l) Where a member on part time employment is returning to full time duty, the location of that member will be determined by the Commissioner, having regard to operational requirements and the location during part time employment.
- (m) Superannuation contributions whilst on part time employment:
 - (i) Members appointed prior to 10 August 1999 must maintain their superannuation contributions to the Commonwealth Superannuation Scheme or NTGPASS.
- (n) Members applying for promotional positions are required to meet all the conditions of such a position, including full time work where the Commissioner requires such attendance and is not able to grant part time employment arrangements.
- (o) Changes to agreed hours of work originally established may be made in writing by mutual agreement between the Commissioner and the member.

31. Overtime

Clause 45.1 to 45.13 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (a) This clause applies to the ranks of Senior Sergeant and below. It does not apply in the case of recruits undertaking duties in accordance with the training schedule.
- (b) No time worked by any member in excess of their rostered shift shall

entitle that member to payment for overtime unless such excess time was worked at prior direction of a member at or above the rank of Senior Sergeant for Sergeants and below; or at or above the rank of Superintendent for a Senior Sergeant. If circumstances do not permit prior direction, approval must be sought at the first opportunity.

Overtime Rate

- (c) Approved overtime shall be paid for as follows:
 - (i) on a public holiday - at the rate of double time and a half based on the member's annual salary rate;
 - (ii) on a Saturday or a Sunday - at the rate of double time based on the member's annual rate;
 - (iii) on any other day - at the rate of time and a half based on the member's annual salary rate.
- (d) Where any overtime worked falls within more than one category as described in (c), such overtime shall be subject to payment at the higher applicable rate for the actual hours worked on the date in question.

Standard Overtime (Continuation of shift)

- (e) Subject to prior direction requirements contained within clause 31 (b) a member performing overtime as a continuation of a rostered shift will be entitled to overtime payments for the number of hours (or parts thereof) at the overtime rates contained within clause 31(c).

Overtime with prior notice

- (f) Prior notice means where a member is notified prior to the cessation of duty on their last ordinary shift of the time at which they were to report for overtime duty.
- (g) Where a member is provided prior notice to perform rostered overtime duty that is not continuous with any ordinary shift, the minimum payment for the overtime duty will be four (4) hours at the prescribed overtime rate.
- (h) Where a member is required to perform overtime with prior notice and the reason for such overtime duty ceases to exist, the member shall be entitled to cease duty forthwith. A member who is performing overtime between normal rostered shifts under this section will be paid for the 'actual hours of work' for the period of overtime or a minimum of four (4) hours, whichever is the greater.

Recall to duty

- (i) Where prior notice of overtime was not given to a member prior to them leaving

- duty on their last ordinary shift or overtime shift, but approval is provided for the member to perform overtime outside normal rostered shifts, payment for the overtime performed shall be made at double time for a minimum of two (2) hours, inclusive of the time necessarily spent in travelling to and from duty.
- (j) Where the reason for the recall to duty ceases to exist, no payment shall be made for any subsequent recall to duty until two (2) hours have elapsed from the commencement of the previous call-out.

Respite from Duty

- (k) A member may be relieved from duty on their next rostered shift without deduction from salary where, in the opinion of a Superintendent or above, it is essential in the interest of health to provide respite from work to a member who has been called up for overtime at a time when the member would not ordinarily have been on duty. The period of respite should not exceed the number of overtime hours worked. In no case shall the period of respite from duty extend into a second rostered shift.
- (l) The provisions of clause 31(k) shall apply equally in the event of a member being required to work overtime beyond the rostered time of finishing.
- (m) This clause shall not apply to members whose duty for the day is varied by alterations to the commencement time of the rostered shift to meet a disaster or emergency.

32. Travel Time

- (a) Clauses 45.14 to 45.18 of Determination No. 1 of 2011 are varied for the life of this Agreement as follows:
- (i) A member travelling on a rostered duty day other than for a purpose described in clause 32(a)(v) shall be paid at ordinary rates on days other than Sundays and Public Holidays and at time and one-half rates on Sundays and Public Holidays for time necessarily spent in travel in excess of the usual hours of duty for the day.
- (ii) Travelling time shall not include time of travel by train in excess of their normal rostered shift where a sleeping berth is provided other than for the purpose of clause 32(a)(iv).
- (iii) Payment under clause 32(a)(i) shall not be made for more than 5 hours in any one day. A member undertaking travel in accordance with clause 32(a)(i) shall be entitled to overnight accommodation en-route to their final destination where the intended travel exceeds their normal rostered hours of work and further hours up to 13 hours in any one day.
- (iv) A member who travels in accordance with these provisions shall be

entitled to an overtime meal allowance provided for under clause 46 of Determination No. 1 of 2011 where travel is in excess of 4 hours of the member's normal rostered hours of duty.

- (v) A member travelling on duty and at the direction of the Commissioner performing official duty while so travelling shall be entitled to payment of overtime under the prescribed conditions.
- (vi) Payment for travel time shall be made on the earliest practicable pay-day following the conclusion of the fortnight during which the member became entitled to payment for overtime.

33. Right to Disconnect

- (a) Subject to this clause, non Commissioned members stationed in urban locations of Greater Darwin, Katherine and Alice Springs, whilst not rostered on duty, are entitled to disconnect from the workplace.
- (b) Other than in emergency situations, genuine welfare matters or where extra duty or shift change notifications are required, Officer's in Charge / managers should ensure that members are not contacted outside of rostered hours and that their periods of leave and rest days are respected.
 - (i) Members that are entitled to disconnect from the workplace are not required to read or respond to e-mails or phone calls outside of working hours.
- (c) Members that are on-call and in receipt of an allowance for this purpose are not entitled to disconnect from the workplace and must be readily available.
- (d) Members that are subject to action under Part IV or V of the *Police Administration Act* may be contacted for those purposes.
- (e) Members that are subject to absence management action under clause 45 may be contacted for those purposes.
- (f) Members on leave arrangements may be contacted where it is necessary for the management of that leave or their return to work.

PART 4 -LEAVE

34. Leave Management

- (a) In administering the recreation leave and long service leave provisions, managers responsible for approving leave and maintaining work rosters shall comply with the agreed Recreation Leave Management Principles as provided herein.
- (b) Recreation leave and long service leave are industrial entitlements of employees. Wherever possible and when given reasonable notice, the NTPF

should accommodate a member's leave request, provided that the provisions of clause 34(c) below apply to this decision-making process.

- (c) Recreation leave is taken annually by members for health safety and wellbeing reasons. Ensuring sufficient staffing is a management issue – the onus is not on a member applying for leave to ensure that the NTPF has adequate staffing (unless that member has responsibility for the decision-making about leave for the work area concerned). Rather the onus is on management to ensure that leave decisions take into account the need for sufficient staffing for service delivery and the need to ensure undue workload is not placed on remaining members.
- (d) Members have an obligation to have an active involvement in ensuring they plan ahead and take their leave.
- (e) Members may have good reasons for accumulating leave. Where a member does not wish to take accumulated recreation leave in a given year, it is not unreasonable to require members to articulate the reasons they have for accumulating leave and to suggest a plan for exhausting it.
- (f) Subject to clauses 34(l) and (m) or to operational or organisational necessities:
 - (i) members are to apply for and managers are to ensure both recreation leave and long service leave is set down during the period October to December each year for the following calendar year, and it shall then be published in the Police Gazette in the January of the following year; and
 - (ii) if a member does not provide leave date/s by the end of December each year, managers are to set leave date/s for them; provided that the manager will first consult with the member, particularly if a member has been absent from October to December. This means that a member who will be absent for the planning period who has particular needs for the following year is then obliged to communicate those needs before proceeding on leave.
- (g) Each year's leave roster must include, for every member, either:
 - (i) at least a total of the recreation leave entitlement; or
 - (ii) a footnote for each member not set down for at least 6 weeks annual leave, outlining the member's reason or the operational or organisational reason why the leave has not been rostered, (the footnote is not for publication in the Police Gazette).
- (h) Where a member is to take long service leave in a given calendar year, that long service leave is to be included in the leave roster.
- (i) Managers are required to consult with members who are required by the Long

Service Leave provisions of Determination No.1 of 2011 to take long service leave.

- (j) Members who are required by to take long service leave must, at the time those provisions become active, develop with their Officer in Charge a plan for taking their long service leave.
- (k) Mechanisms are to be put in place so there is consistency in decision-making about the granting or refusal of leave across the NTPF.
- (l) Members may ask for changes to their set down or gazetted leave. Where given reasonable notice, the NTPF should endeavour to accommodate the request for a change of leave, subject to the operational ability to release the member at the new desired time, i.e. managers are not to leave their establishment short of members and needing relief from elsewhere so as to meet service delivery requirements and so as not to place undue workload on remaining members.
- (m) Where the NTPF compulsorily transfers a member, the member's leave is not to be changed without the informed consent of the member.

35. Special Leave and Career Breaks

Clause 58 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

Special Leave

- (a) The Commissioner may grant to a member special leave with pay for any period or periods, but any days over three days in any year of service shall be deducted from the member's recreation leave credits.
- (b) Subject to the Commissioner's determination, special leave granted under this clause may be utilised for participation in:
 - (i) sporting events;
 - (ii) recognised National policing events; or
 - (iii) for any other purpose as approved by the Commissioner.

Career Break

- (c) Subject to operational requirements and identification of sufficient cause, the Commissioner may grant to a member a career break.
- (d) Career breaks are a work-life balance initiative that may be used to engage in activities such as full-time family responsibilities, professional development opportunities, study or travel.

- (e) Members seeking a career break for the purpose of secondary employment must apply for approval to undertake that employment in accordance with the Outside Employment Instruction and Procedure.
- (f) A member will relinquish their position when taking a career break, but will return at the same rank, pay level, and geographical location, other than isolated stations.
- (g) A member must utilise all accrued leave entitlements prior to proceeding on any period of leave without pay. This requirement does not apply to a career break for the purposes of secondary employment.
- (h) Leave without pay granted in conjunction with a career break will not exceed a period of 12 months at any one time.
- (i) Any periods of leave without pay granted under this clause shall not count as service for any purpose, unless the Commissioner directs that the periods shall be so included.
- (j) A member who is granted leave without pay will not be permitted access to accrued leave entitlements or any condition of service during the period/s of leave without pay.

36. Parental Leave

Relationship with National Employment Standards

This clause sets out all entitlements to parental leave and replaces clause 63 of the PATD in its entirety.

(a) Application

Full-time and part-time members are entitled to parental leave if the leave is associated with:

- (i) the birth of a child of the member or the member's spouse (includes a child born of a surrogacy arrangement); or
- (ii) the placement of a child with the employee for adoption; or
- (iii) the placement of a child with the employee under a long term of permanent care order; and

the member has or will have responsibility for the care of the child.

(b) Definitions

(i) **child** means:

- (a) in relation to birth-related leave, a child (or children from a multiple birth) of the member, the member's spouse or the member's legal surrogate; or
- (b) in relation to adoption-related leave, a child (or children) who will be

- placed permanently with a member; or
- (c) in relation to a long term or permanent care order related leave, a child (or children) who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*, and who will be placed with the member under a long term or permanent care order.
- (ii) **continuous service** in relation to a period of service by a member, 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.
- (iii) **day of placement** refers to the adoption of a child and means the earlier of the following days:
- (a) the day on which the employee first takes custody of the child for the adoption;
- (b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (iv) **de facto partner** means a person who, although not legally married to the member, lives with the member in a relationship as a couple on a genuine domestic basis (whether the member and the person are of the same sex or different sexes); and includes a former de facto partner of the member.
- (v) **employee couple** means a member under this Agreement whose spouse is employed with an agency for the purposes of the *Police Administration Act 1978*, *Public Sector Employment and Management Act 1993* and/or the *Financial Management Act 1995* and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 36
- (vi) **medical certificate** means a certificate signed by a medical practitioner.
- (vii) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (viii) **primary caregiver** means the person who is the primary carer of a child and immediately following the time of birth or day of placement of a child. The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary caregiver on any particular day. In most cases, the primary caregiver will be the birth giver or the initial primary carer of a newly adopted child.
- (ix) **spouse** includes a de facto partner or former spouse.

(c) Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (clause 36(h))	Less than 39 weeks	Nil	52 weeks	52 weeks
	Between 39 weeks and 12 months	Between 1 and 14 weeks*	Between 38 and 51 weeks	52 weeks
	At least 12 months	14 weeks	142 weeks	3 years
	At least 4 years and 49 weeks	Between 15 weeks and 18 weeks*	Between 138 and 141 weeks	3 years
	At least 5 years	18 weeks	138 weeks	3 years
	*Note: The amount of paid leave for members with less than 12 months or 5 years (whichever is applicable) depends on the member's continuous service at commencement of parental leave and the member achieving the service requirements during the first 14 or 18 weeks of parental leave. The formula in clause 36(h) is used to calculate the amount of pro rata leave.			
Partner leave (clause 36(i))	Less than 12 months	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years
	At least 5 years	2 weeks	154 weeks	3 years
Pre-natal leave (clause 36(d))	All members	8 hours		8 hours
Leave for pregnancy-related illness (clause 36(e))	All members	(No paid leave under parental leave. Member can elect to use accrued paid personal leave entitlements)	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
No safe job leave (clauses 36(f)(vi) and 36(f)(vii))	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in clause 36(f)(i))	For the entire risk period (as defined in clause 36(f)(i))
	For the entire risk period (as defined in clause 36(f)(i))	For the entire risk period (as defined in clause 36(f)(i))		For the entire risk period (as defined in clause 36(f)(i))
Pre-adoption leave/permanent care order application (clause 36(g))	Less than 12 months service	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
Special maternity leave	All members	Compassionate leave is	The period a medical	The period a medical

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
(miscarriage)(clause 36(k)(ii))		available (Accrued paid personal leave may be available)	practitioner certifies as necessary	practitioner certifies as necessary
Special maternity leave (stillbirth) (clause 36(k)(iii))	All members	As for primary caregiver parental leave. Compassionate leave is also available	As for primary caregiver parental leave	As for primary caregiver parental leave

(d) Pre-natal Leave

- (i) A pregnant member or a member whose spouse is pregnant may access paid pre-natal leave totaling eight hours per pregnancy, to enable the member to attend pre-natal medical appointments associated with the pregnancy.
- (ii) An employee must comply with the notice and evidence requirements set out in clause 36(l) to access pre-natal leave.

(e) Leave for pregnancy-related illness

- (i) A pregnant member who has not yet commenced primary caregiver parental leave is entitled to unpaid leave for a pregnancy-related illness.
- (ii) A member is entitled to take such period of leave as a medical practitioner certifies as necessary.
- (iii) The period of leave taken because the member has a pregnancy related illness will not be deducted from the maximum period of primary caregiver parental leave that the member is entitled to take.
- (iv) A member may elect to use their paid personal leave entitlements instead of taking unpaid leave.
- (v) Leave for a pregnancy related illness must end before the member starts primary caregiver leave.

(f) Transfer to an appropriate Safe Job

- (i) This clause applies where a member is pregnant and a medical practitioner has certified that an illness or risks arising out of the member's pregnancy, or hazards connected with the work assigned to the member make it inadvisable for the member to continue in their present work for a stated period (the risk period),
- (ii) The Commissioner will, if there is an appropriate safe job available and if reasonably practicable, transfer the member to an appropriate safe job during the risk period.
- (iii) Unless agreed by the member, a member transferred to an appropriate

safe job will have no other change to the member's terms and conditions of employment until the commencement of parental leave.

- (iv) During the risk period, the member is entitled to the member's full rate of pay and allowances (for the position the member was in before the transfer) for the ordinary hours that the member works in the risk period. For this clause, full rate of pay is as defined in section 18 of the Fair Work Act.
- (v) If the member's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (vi) A member is entitled to paid no safe job leave for the risk period, or part thereof, that the member does not work, if:
 - (a) there is no appropriate safe job available, or it is not reasonably practicable to transfer the member,
 - (b) the member is entitled to primary caregiver leave in association with the pregnancy and birth; and
 - (c) the member has complied with the notice and evidence requirements of clause 36(l) for taking primary caregiver parental leave;
- (vii) A member is entitled to unpaid no safe job leave for the risk period, or part thereof, if:
 - (a) there is no appropriate safe job available, or it is not reasonably practicable to transfer the member;
 - (b) the member is not entitled to primary caregiver parental leave in association with the pregnancy and birth; and
 - (c) if required by the Commissioner, the member has given the Commissioner evidence that would satisfy a reasonable person of the pregnancy.
- (viii) If a member is transferred to an appropriate safe job to work ordinary hours less than their usual ordinary hours during the risk period, the employee is entitled to paid or unpaid no safe job leave for the balance of their usual ordinary hours (subject to the requirements for those forms of leave being met).
- (g) Pre-adoption or permanent care order application leave
 - (i) A member seeking to adopt a child is entitled to take two days pre-adoption or permanent care order application leave for the purposes of attending interviews or examinations required:
 - (ii) in order to obtain approval for the member's adoption of a child; or
 - (iii) when making an application for a permanent care order.
 - (iv) Leave may be taken as a block of two days or any separate periods as

agreed between the member and the Commissioner.

- (v) Pre-adoption or permanent care order application leave is paid leave, except for members with less than 12 months continuous service where it is provided without pay.

A member must comply with the notice and evidence requirements set out in clause 36(l) to access pre-adoption leave.

(h) Primary caregiver parental leave

- (i) Primary caregiver parental leave is available to full-time and part-time members who will be the primary caregiver of the child.

- (ii) Entitlement to primary caregiver parental leave.

- (a) A member with less than 39 weeks continuous service at the time of commencing parental leave is entitled to up to 52 weeks unpaid primary caregiver parental leave.

- (b) Subject to clause 36(h)(ii)(d), a member with at least 39 weeks continuous service, but less than four years and 49 weeks continuous service, at the time of commencing parental leave is entitled to primary caregiver parental leave, comprising of [A] and [B] below:

- A. Paid leave according to the following formula, up to a maximum of 14 weeks:

$$\begin{array}{lcl} \text{Number of weeks} & - 38 & = \text{Number of weeks paid} \\ \text{continuous service} & & \text{parental leave} \\ & & \text{(up to a maximum of 14} \\ & & \text{weeks)} \end{array}$$

- B. Unpaid leave for the remaining balance of the following total leave periods:

- 1. 52 weeks for members with less than 12 months continuous service; or
 - 2. 3 years for members with 12 months continuous service or more.

Note: Member with 12 months continuous service will be entitled to 14 weeks paid and 142 weeks unpaid primary caregiver parental leave.

Examples:

Member with 50 weeks continuous service at the birth receives 12 weeks paid leave (50-38=12) and 40 weeks unpaid leave (52-12=40).

Member with 2 years continuous service at the birth receives 14 weeks paid leave (104-38=66, but the 14 weeks maximum applies) and 142 weeks unpaid leave (156-14=142).

- (c) Subject to clause 36(h)(i)(e) a member with at least four years and 49

weeks continuous service at the time of commencing parental leave is entitled to up to three years primary caregiver parental leave, comprising of (A) and (B) below:

- A. Paid parental leave according to the following formula, up to a maximum of 18 weeks:

18	-	Number of 5 year shortfall weeks	=	Number of weeks paid parental leave
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5 year shortfall weeks means the number of weeks of continuous service less than five years continuous service (where any part of a week is rounded up to constitute a full week) at the time of commencing parental leave.

- B. Unpaid parental leave for the remaining balance of the total leave period up to three years.

Note: All members with 5 years continuous service will be entitled to 18 weeks paid and 138 weeks unpaid primary caregiver parental leave.

Examples:

Member with 4 years and 49 weeks continuous service at the birth receives 15 weeks paid leave (18-3=15) and 141 weeks unpaid leave (156-15=141).

Member with 5 years and 26 weeks continuous service at the birth receives 18 weeks paid leave (18-0=18) and 138 weeks unpaid leave (156-18=138).

- (d) Members with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 36(h)(ii)(b), provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 12 months continuous service, any primary caregiver parental leave paid will be an overpayment and managed in accordance with clause 71 (Integrity of Payments).
- (e) Members with at least 4 years and 49 weeks but less than five years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 36(h)(ii)(c), provided they will achieve five years continuous service during the first 18 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving five years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance with clause 71 (Integrity of Payments).

Note: Parental leave cannot be granted beyond a date which, but for the grant of leave, would have been the member's cessation date or end of fixed period employment contract to accommodate achieving service requirements for paid parental leave entitlements.

- (f) For the avoidance of doubt, only one parent of a member couple is entitled to receive primary caregiver parental leave in respect of the birth, adoption or long term or permanent care placement of their child.

(iii) Commencement of primary caregiver parental leave

Primary caregiver parental leave will commence in accordance with the following table:

Type of parental leave	Commencement of primary caregiver parental leave
Associated with the birth of a child	Any time within six weeks immediately prior to the expected birth of the child as nominated by the pregnant member but no later than the date of birth of the child
Associated with the adoption of a child, or the placement of a child under a permanent or long term care order	Any time within the two weeks immediately before the placement but no later than the day of the placement.
All other cases	The date of birth or the placement.

(iv) Exemptions to primary caregiver parental leave

- (i) A member is not entitled to primary caregiver parental leave in circumstances where:
 - (a) The member's spouse (whether an NTPF member or not) meets the definition of 'primary caregiver' as set out in clause 36(b); or
 - (b) The member has taken (or is eligible for) partner leave entitlements under clause 36(i) in relation to the child.

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

- (ii) For the avoidance of doubt, only one parent can receive primary caregiver parental leave in respect to the birth or placement of the child.

(i) Partner Leave

Partner leave is available where a member has or will have parental responsibility for the care of their child but is not the primary caregiver. (Note: 'primary caregiver' is defined in clause 36(b)(viii)).

- (i) Entitlement to partner leave

- (a) A member with less than 12 months continuous service at the time of commencing partner leave is entitled to up to 52 weeks unpaid partner leave.
- (b) A member who has completed at least 12 months continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 1 week paid partner leave, and
 - B. 155 weeks unpaid partner leave
- (c) A member who has completed at least five years continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 2 weeks paid partner leave, and
 - B. 154 weeks unpaid partner leave.
- (ii) Taking partner leave
 - (a) Partner leave may commence up to one week prior to the expected date of birth or placement of the child (unless the Commissioner agrees to an alternative arrangement)
 - (b) Partner leave must not extend beyond the following periods:
 - A. In the case of a member with less than 12 months continuous service at the time of commencing partner leave: 24 months from the date of birth or placement of the child.
 - B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: three years from the date of birth or placement of the child.
 - (c) In the first 12 months from the date of birth or day of placement of the child, a member may take up to eight weeks of their total partner leave entitlement in clause 36(i)(i) in separate periods, but each block of partner leave must not be less than two weeks, unless the Commissioner agrees otherwise.
 - (d) An employee must comply with the notice and evidence requirements set out in clause 36(l) in order to access partner leave.

Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 36(i)(ii)(c) or the combined parental leave provisions of 36(j).
- (iii) Paid partner leave – change in carer responsibilities within certain time period.
 - (a) A member who has completed at least 12 months continuous service at the time of commencing parental leave (and who is not

entitled to combined parental leave under clause 36(j)), is entitled to have a portion of their unpaid partner leave paid in the following circumstances:

- A. the member's spouse is the primary caregiver at and immediately following the birth or placement of the child;
 - B. the member's spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of a member with at least five years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);
 - C. as a consequence of the member's spouse no longer being the primary caregiver, the member has taken over caring responsibilities for the child such that the member is the person who now meets the child's physical needs more than anyone else; and
 - D. the member has complied with the notice and evidence requirements set out in clause 36(l).
- (b) The portion of their unpaid partner leave that the member is entitled to be paid is the equivalent to the period between the date on which the member took over caring responsibilities for the child from the member's spouse and:
- A. for members with at least 12 months and less than five years continuous service: 14 weeks from the birth or placement of the child; or
 - B. for members with at least five years continuous service: 18 weeks from the birth or placement of the child.

(j) Combined Parental Leave

- (i) An employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave scheme) provided that:
 - (a) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to three years parental leave;
 - (b) each employee is eligible for paid parental leave; and
 - (c) combining parental leave entitlements does not extend the maximum period of leave entitlement.
- (ii) Combined parental leave is subject to the following requirements:
 - (a) compliance with the notice and evidence requirements for taking parental leave set out in clause 36(l);

- (b) a maximum of two interchanges of employees sharing the combined parental leave; and
 - (c) evidence that parental leave will be utilised by both members of the employee couple.
- (iii) For the avoidance of doubt, where an employee couple combines their paid parental leave entitlements and one member of the employee couple takes a period of leave as part of the combined paid leave balance, that employee will be paid their ordinary rate of pay for the period of leave.
- (k) Special maternity leave
 - (i) A member who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where the member's pregnancy ends other than by the birth of a living child.
 - (ii) Miscarriage – end of pregnancy during the first 20 weeks of pregnancy
 - (a) In the event of a miscarriage, a member may access unpaid special maternity leave for such period as a medical practitioner certifies as necessary.
 - (b) Special maternity leave is in addition to any personal leave entitlements available to a member. A member may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
 - (c) A member may also be eligible for compassionate leave in accordance with clause 47.
 - (iii) Stillbirth – end of a pregnancy after 20 weeks.
 - (a) In the event of a stillbirth, a member may access their primary caregiver parental leave entitlements (clause 36(h)) as if the child had been born alive.
 - (b) A member may also access compassionate leave in accordance with clause 44.
- (l) Notice and Evidence Requirements
 - (i) A member must give the Commissioner the required notice and evidence in accordance with the below table in order to access parental leave.
 - (ii) A member who fails to give the required notice in respect to parental leave will not be in breach of this clause if the failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date, or in other compelling circumstance. In these circumstances the notice and evidence required must be provided as soon as practicable.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Primary caregiver parental leave (clause 36(h)) and partner leave (clause 36(i))			
Intention to take primary caregiver leave or partner leave	10 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the Commissioner)	Confirmation that the employee intends to take leave and the proposed start and end dates.
Prior to commencement of the primary caregiver leave or partner leave	4 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the Commissioner) And a statutory declaration	Written notice: confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and <u>if the leave is birth related leave</u> : the date of birth, or expected date of birth of the child; or <u>if the leave is adoption/permanent care order related leave</u> : the day of placement, or the expected placement, of the child. Statutory declaration: <u>if the request is for primary caregiver leave</u> : a statement that the employee will become the primary caregiver at all times while on leave; or <u>if the request is for partner leave</u> : a statement that the employee will have responsibility for the care of the child at all times while on leave.
Pregnancy related illness (clause 36(e))			
All circumstances	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	Written notice: the proposed start and end date of the leave Medical certificate: stating the employee is unfit for work for the stated period because of a pregnancy-related illness.
Special maternity leave (clause 36(k))			

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Miscarriage or Stillbirth	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	Written notice: the proposed start and end date of the special maternity leave Medical certificate: stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.
Pre-adoption or permanent care order application leave (clause 36(g))			
All circumstances	As soon as practicable (which may be a time after the leave has started)	Written notice, and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or permanent care order application.
Pre-natal leave (clause 36(d))			
Per occasion	As soon as reasonably practicable	Written notice, and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

(m) Keeping in touch days

- (i) During a period of parental leave, the Commissioner and member may agree to the member performing work for the purposes of keeping in touch, in order to facilitate a return to employment at the end of the parental leave.
- (ii) The Commissioner and member can agree that the member attend the workplace on up to 10 separate days for the purpose of keeping in touch.
- (iii) A member will be paid their ordinary rate of pay for the days (or part-days) work is performed. If the member is on paid parental leave at the time, the member's paid parental leave will be re-credited in respect to the days (or part-days) when work is performed.
- (iv) The Commissioner may approve an amount of keeping in touch days in excess of 10 days.

- (n) Other employment while on parental leave
 - (i) Where the Commissioner agrees, a member on unpaid parental leave may return to duty for any period with the agency, or another NTPS agency, to undertake duties for specified periods during the member's parental leave.
 - (ii) Where the Commissioner agrees, a member on paid primary caregiver parental leave may return to duty where their child is hospitalised at birth, or following birth, to recommence parental leave at a later date when their child is no longer in hospital. In these circumstance, paid primary caregiver parental leave is deferred until the member recommences their parental leave.
 - (iii) Employment engaged in by a member in accordance with this clause will not prevent the member from re-commencing parental leave, nor will it extend the maximum period of parental leave (paid and unpaid entitlements) the member is entitled to under this clause.
 - (iv) A member may only engage in outside employment while on unpaid parental leave in accordance with the relevant Outside Employment framework in force from time to time.
- (o) Extending parental leave
 - (i) Where the initial period of parental leave is less than 12 months
 - (a) A member who is on an initial period of parental leave of less than 12 months under clause 36(h) or 36(i), is entitled to extend their period of parental leave up to the full 12 month period, provided that:
 - A. The member notifies the Commissioner in writing at least four weeks prior to their initial return to work date, and the notice specifies the new end date of parental leave.
 - (ii) A member that has made a request to extend their parental leave in accordance with clause 36(o)(i)(a) above is entitled to further extend their period of parental leave by agreement with the Commissioner, provided that:
 - (a) in the case of members with less than 12 months continuous service at the time of commencing parental leave, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or
 - (b) in the case of members with at least 12 months continuous service, the extended period of leave cannot exceed three years after the date of birth or day of placement of a child.
 - (iii) Where the initial period of parental leave is more than 12 months
 - (a) A member, who is on an initial period of parental leave of more than

12 months under clause 36(h) or 36(i) and is eligible for up to three years parental leave, is entitled to request their period of parental leave be extended, provided that:

- A. the member notifies the Commissioner in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and
- B. the new end date of parental leave is not beyond three years after the date of birth or day of placement of the child.(b)

- (b) The member is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirement prescribed by clause 36(o)(ii)(a)
- (c) The Commissioner must respond to a request made by a member under this clause in accordance with clause 36(r) below.

- (iv) For the avoidance of doubt, a member who has taken three years parental leave (i.e. their maximum entitlement) is not entitled to extend their period of parental leave.

(p) Superannuation Contributions During Period of Parental Leave

- (i) Employer superannuation contributions will be paid for members during the first 12 months of their parental leave as if they had been at work. The superannuation contributions will be paid during periods of both paid and unpaid leave.
- (ii) For the period of a member's paid Primary Caregiver Parental Leave or Special Maternity Leave (stillbirth) entitlements, employer superannuation contributions will be paid at double the legislated employer superannuation guarantee rate for the period of their paid parental leave.

(iii) Eligibility

- (a) A member must have at least 12 months continuous service at the time of commencing parental leave.
- (b) This clause only applies in relation to the following forms of parental leave:
 - A. Primary Caregiver Parental Leave, as per clause 36(h)
 - B. Special Maternity Leave (stillbirth), as per clause 36(k)(iii)
 - C. Clause 36(p)(i) applies to Partner Leave, where the member is part of an employee couple. For the avoidance of doubt, clause 36(p)(ii) does not apply to Partner Leave, including periods of paid Partner Leave where a member takes over caring responsibilities for their child under clause 36(i)(iii).

- (iv) Should the member elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions under clause 36(p)(ii) will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

For example, if a member utilises 14 weeks of paid parental leave over a period of 28 weeks (i.e. leave taken at half pay), double superannuation contributions under clause 36(p)(i) will only be paid for the first 14 weeks. For the remaining 14 weeks of paid parental leave, superannuation contributions will apply as if the employee had been at work.

- (v) This clause applies subject to superannuation scheme rules.

(q) Returning to Work After a Period of Parental Leave

- (i) Returning to work within the first six weeks of birth

- (a) A member who is the birth giver and elects to return to work within the first six weeks following the birth of the child must provide a medical certificate stating that the employee is fit for work during that period.

- (ii) Returning to work early

- (a) During a period of parental leave a member is entitled to request that they return to work early, provided that the member makes an application to the Commissioner in writing at least:
 - A. four weeks before the member's preferred date of return where the member is on parental leave for a period of up to 52 weeks; or
 - B. 12 weeks before the member's preferred date of return where the member is on parental leave for a period in excess of 52 weeks.

- (iii) Cancelling leave or returning to work – stillbirth or death of a child

If a child is stillborn, or dies during the 24 month period starting on the child's date of birth, then a member who is entitled to parental leave in relation to the child may:

- (a) before the period of leave starts, give the Commissioner written notice cancelling the leave; or
- (b) if the period of leave has started, give the Commissioner at least four weeks written notice that the member wishes to return to work on a specified day.

- (iv) Returning to work at the conclusion of parental leave

Prior to the expiration of parental leave, a member intending to return to return to work must notify the Commissioner in writing of their intention to return to work at least:

- (a) four weeks before the expiration of parental leave where the member has been on parental leave for a period of up to 52 weeks; or
 - (b) 12 weeks before the expiration of parental leave where the member has been on parental leave for a period in excess of 52 weeks.
- (v) Returning to work on reduced hours
 - (a) To assist in reconciling work and parental responsibilities, a member has the right to return to work on reduced hours for up to six months in order to care for their child.
 - (b) Where a member makes an election under clause 36(q)(v)(a), notification must be given as soon as possible but no less than eight weeks prior to the date that the member is due to return to work from parental leave.
 - (c) Part-time employment will be facilitated in accordance with clause 30 (Part-time employment).
 - (d) The Commissioner must facilitate an election made by an employee under this clause.
 - (e) Where the Commissioner agrees, a member may continue on reduced hours for a period greater than six months.
- (vi) Returning to pre-parental leave position
 - (a) A member returning from parental leave is entitled to the position which the member held immediately prior to commencing parental leave, or if the pre-parental leave position no longer exists, to a position of similar pay and status.
 - (b) In circumstances where the member has elected to return to work on reduced hours for up to six months in accordance with clause 36(q)(v)(a) and the election cannot be accommodated as per clause 36(q)(vi)(a), the member is entitled to alternative duties. Whilst undertaking alternative duties, the member is entitled to their full rate of pay, including allowances (for the position the member would otherwise have returned to) for the ordinary hours that the member works.
 - (c) In circumstances where the member was transferred to an appropriate safe job in accordance with clause 36(f), the member's pre-parental leave position will be the position the member held prior to the appropriate safe job transfer.
 - (d) In circumstances where the member was promoted to a new position while on parental leave, the member is entitled to return to the new position.

- (r) Commissioner's review of certain member requests
- (i) This clause applies to a member's request to
 - (a) extend parental leave (clause 36(o));
 - (b) return to work early (clause 36(q)(ii)); or
 - (c) reduce their ordinary hours of work for a period greater than six months (clause 36(q)(v)(e)).
 - (ii) The Commissioner will consider a member's request and respond in writing within 21 days.
 - (iii) In considering a member's request, the Commissioner will have regard to the member's circumstances. Provided the request is genuinely based on the member's parental responsibilities, the Commissioner may only refuse the request on reasonable business grounds. Reasonable business grounds include, but are not limited to:
 - excessive cost of accommodating the request;
 - that there is no capacity to reorganise work arrangements of other members to accommodate the request;
 - the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;
 - that there would be significant loss of efficiency or productivity;
 - that there would be a significant negative impact on customer service.
 - (iv) A member's request and the Commissioner's response must be recorded in writing.
- (s) General Conditions
- (i) Except where otherwise provided in this clause, parental leave is to be taken in a single continuous period.
 - (ii) The total period of parental leave a member is entitled to is inclusive of weekends, public holidays, programmed days off and rostered days off.
 - (iii) Parental Leave at Half Pay
 - (a) A member may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the member would otherwise be entitled
 - (b) Where a member utilises half pay parental leave, leave entitlements will accrue as if the member had utilised the amount of parental leave at full pay;

For example, if a member utilises 14 weeks of parental leave over a period of 28 weeks

at half pay, all leave entitlements will accrue as if the member had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay. In addition, only the first 14 weeks of the half pay period counts for service. See clause 36(s)(vii)(b).

- (c) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave on half pay.
- (iv) Access to other leave entitlements while on parental leave
 - (a) A member on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
 - (b) Taking other paid leave entitlement in conjunction with unpaid parental leave does not:
 - A. break the continuity of the period of parental leave; or
 - B. extend the maximum period of parental leave a member is entitled to.
- (v) Consultation and communication during parental leave
 - (a) Where a member is on parental leave and a definite decision has been made to introduce a substantial change to the workplace, the Commissioner will take reasonable steps to:
 - A. make information available to the member; and
 - B. provide the member an opportunity to discuss any significant effect the change will have on the status, pay, location or responsibility level of the member's pre-parental leave position.
 - (b) A member on parental leave must take reasonable steps to inform the Commissioner about any significant matter that will affect the duration of the parental leave, the member's intention to return to work or the member's intention to make a request to work reduced hours in accordance with clause 36(q)(v).
- (vi) Temporary Replacement Members
 - (a) A temporary replacement member is a member temporarily transferred as a result of a member proceeding on parental leave.
 - (b) Before the Commissioner approves a temporary replacement member the Commissioner must inform that person of the:
 - A. temporary nature of the transfer;
 - B. return to work rights of the member on parental leave; and
 - C. rights of the Commissioner to require the member on parental leave to return to work if the member ceases to have any responsibility for the care of the child.
- (vii) Effect of Parental Leave on Service

- (a) A period of parental leave does not break a member's continuity of service.
 - (b) Any period of paid parental leave will count as service, however where a member elects paid parental leave at half pay, in accordance with clause 36(s)(iii), service will only count for a period equal to taking the paid leave at full pay.
 - (c) A period of unpaid parental leave will not count as service.
- (t) Additional leave without pay
 - (i) A member who has accessed the three year parental leave entitlement (associated with one birth) may request to extend that period by a further three years of leave without pay.
 - (ii) Clause 36(u)(i) may only be accessed by the birth giver or primary care giver.
 - (iii) Provided the request is genuinely based on the member's parental responsibilities, the Commissioner of Police may only refuse on reasonable business grounds, the onus of proof which rests with the Commissioner.
- (u) Payment of Plain Clothes Allowance
 - (i) Where a pregnant member has notified their Officer in Charge of the pregnancy and at the time they can no longer wear their uniform due to their pregnancy, they shall be eligible to apply for payment of Plain Clothes Allowance. Members who instead wear the maternity uniform shall not be eligible for payment of the Plain Clothes Allowance.

37. Recreation Leave

- (a) Clause 48.26 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:
 - (i) Leave without pay that does not count for service for the purposes of accruing leave will reduce the recreation leave accrual on the same progressive basis during a year.

38. Recreation Leave Cash-Ups

- (a) Clause 49 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:
- (b) A member may request to cash-up recreation leave provided that:
 - (i) The member'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 Commissioner and member; and
- (iii) The member must be paid at least the full amount that would have been payable to the member had the member taken the leave that the member has forgone.

39. Recreation Leave – Katherine Retention Incentive

- (a) Members who are gazetted to, and have served three years continuous service in Katherine, will receive one weeks additional recreation leave.
- (b) An additional one weeks recreation leave is payable for each 12 months of completed service in Katherine thereafter.

40. Fares on Recreation Leave

Clause 50 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

Entitlement

- (a) A member appointed prior to 13 February 1989, who has continued in employment since that time; and who is permanently stationed in the Northern Territory, will accrue a full economy class return air fare in respect of each completed two years of service from the date they commenced their service in the Force.
- (b) Air fares will accrue in respect of the member only, but, subject to meeting the dependency criteria at the time a fare accrues, the member will also be entitled to receive payment for fares for recognised dependents.
- (c) For the purpose of this clause "destination" means the destination specified by the member when seeking approval for a fares payment within the following limits:
 - (i) when traveling by air:
 - (a) a member recruited in Australia - the destination specified;
 - (b) a member recruited from outside Australia - Adelaide; and
 - (c) a member traveling to a destination outside Australia - the equivalent of a Darwin-Adelaide return economy airfare.
 - (ii) when traveling by means other than air;
 - (a) a member recruited in Australia - the capital city of the State or Territory of destination;
 - (b) a member recruited from outside Australia - Adelaide; and

- (c) a member traveling to a destination outside Australia - the equivalent of a Darwin-Adelaide return economy airfare.
- (d) In the application of this entitlement, a spouse and children are not considered dependants if they are eligible for biennial recreation leave fares to the equivalent of the member's destination as a term or condition of service from any other source. To the extent that a spouse's or child's entitlement from that other source falls short of a biennial recreation leave fare to the member's destination or equivalent, the Commissioner shall make good the difference.
- (e) The Commissioner may authorise the payment of fares before a member has become entitled to payment if exigencies of the Force, in the opinion of the Commissioner, make it desirable to do so.

Effect of leave airfare entitlement

- (f) Leave without pay which is specified as not counting as service for all purposes, or is an unauthorised absence since the last air fare accrual, will:
 - (i) defer the next air fare accrual by the equivalent number of days; and
 - (ii) subsequent air fare accrual will be after a period of two years' service from that date or a date from a further deferral or accrual.
- (g) Members continue to accrue service when on authorised personal leave and when absent for periods of approved workers' compensation.

Maximum leave air fare allowance entitlement

- (h) Air fares will be made available for travel on leave from the member's gazetted station to their declared destination (refer 40(c)) by the most direct route, or to another destination (refer 40(c)), provided the maximum payment does not exceed the cost that would have been incurred for a full economy return air fare from employee's gazetted station to Melbourne.

Cash payment of leave airfare allowance on a common date

- (i) Subject to clause (l), a member's accrued air fare allowance entitlement will be paid to the member on the first pay day on or after 1 May of each eligible year. Under these arrangements the member's accrual date remains the same.
 - (i) For the purpose of this sub clause 'relevant return economy airfare' means the value of a return full economy airfare from Darwin to Melbourne as published by DCDD on 1 May of the relevant year.
 - (ii) Payment will be made as a taxable lump sum amount calculated using the following formula:

$$A = \frac{B}{(1 - C)}$$

Where:

A = Lump sum payment.

B = The value of the relevant return economy airfare; and

C = The member's marginal tax rate determined by adding the lump sum to the member's gross annual income.

- (j) A member may request in writing to receive payment of an accrued fare prior to the common payment date. In this case the value of the fare will be the value of a full return economy airfare from Darwin to Melbourne as published by DCDD on the first day of the month in which the request is made.
- (k) Once payment has been made, there is no provision for a member to repay monies in order to utilise travelling time or their own private motor vehicle and claim kilometre allowance.

Use of fares in conjunction with travelling time

- (l) A member may elect in writing, no later than two months prior to the date of accrual of an air fare, to utilise a private motor vehicle in conjunction with a period of paid leave, in which case the air fare will not be paid on the common cash up date and an allowance will apply per clauses (o),(p) and (q).
- (m) A member who makes an election under clause (l) may, at any time after the election, revoke the election and request payment of the air fare in a lump sum cash payment.
- (n) Where a member elects to defer the payment of fares, the entitlement must be utilised prior to the next accrual of an air fare otherwise the entitlement will be cashed up in accordance with clause (i).

Fares kilometre allowance

- (o) A member may choose to travel outside of the Northern Territory by way of a private motor vehicle and utilise travelling time per clause 51 of Police Arbitral Tribunal Determination No. 1 of 2011. In this instance fares will not be paid per clause (i), rather a fares kilometre allowance will be paid to the member.
- (p) The maximum fares kilometre allowance payable for fares in conjunction with travelling time, in respect of a journey as fares on recreation leave, will not exceed the cost that would have been incurred under clause 40(h).
- (q) For the purpose of fares kilometre allowance, the value of a full return economy fare will be the value published by Department of Corporate and Digital Development (DCDD) on the first day of the month for which a fares kilometre allowance request is made.

41. Purchase of Additional Leave ("Purchased Leave")

- (a) A member who has completed 12 months' continuous service may, with approval of the Commissioner, purchase between one to six weeks additional leave per year with a corresponding reduction in the number of working weeks.

Example (7 weeks leave):

Additional 6 weeks purchased leave (13 weeks leave in total)

Additional 5 weeks purchased leave (12 weeks leave in total)

Additional 4 weeks purchased leave (11 weeks leave in total)

Additional 3 weeks purchased leave (10 weeks leave in total)

Additional 2 weeks purchased leave (9 weeks leave in total)

Additional 1 week purchased leave (8 weeks leave in total)

(b) Method of purchase:

Additional leave must be purchased in advance and must be used within 6 months after payment is completed, subject to operational requirements;

- (i) A member purchasing additional leave will pay an amount equal to salary and allowances (allowances that are applicable and payable on leave) for the additional leave over a 12 month period. Payments will be deducted from the Member's gross fortnightly salary.
 - (ii) The member's deductions for purchased leave will be increased in accordance with salary increases applying during the period of the Agreement.
 - (iii) A period shorter than 12 months for purchasing additional leave may be implemented with the Commissioner's approval.
- (c) For the period over which payments are being deducted from a Member's salary to fund a purchased leave arrangement, compulsory Employer superannuation contributions are calculated on the salary that the Member was paid:
- (i) prior to purchased leave deductions being made in the case of NTGPASS and CSS Employees; and
 - (ii) after purchased leave deductions being made in the case of Choice of Fund Employees.
- (d) Purchased leave will count as service for all purposes.
- (e) Before accessing the additional leave, a member who has purchased additional leave will be required to exhaust all available recreation leave entitlements, provided that such requirement is waived in circumstances where the member endeavours to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of the Agency.
- (f) If a member does not use the purchased leave within the period agreed and leave is not deferred due to operational requirements, it will lapse and the member will be reimbursed monies paid.

- (g) Purchased leave must be taken in minimum periods of one week.
- (h) Where a public holiday falls within a period of purchased leave, the period of the public holiday is not deducted from the member's' purchased leave balance.

Member to seek independent professional advice

- (i) Prior to entering into or ceasing a purchased leave arrangement, the member 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.

General provisions

- (j) A purchased leave agreement must be in writing.
- (k) A purchased leave agreement is non-renewable. On the expiry of an existing agreement, the Member may lodge a new application for approval by the Commissioner.
- (l) A purchased leave arrangement may cease in the following ways:
 - (i) At the request of the member on the giving of 4 weeks written notice to the Commissioner, provided that approval of the request is at the discretion of the Commissioner, based on operational and other relevant considerations;
 - (ii) At the initiative of the Commissioner, on the giving of 3 months written notice to the member, along with reasons for the cessation;
 - (iii) The member ceases being a sworn member of the Police Force;
 - (iv) Where a purchased leave arrangement ceases in accordance with clause 41(l), the member will be reimbursed a lump sum payment of monies paid within 2 months of the date of cessation, provided that where the member has already commenced the period of purchased leave, he or she will be reimbursed monies paid on a pro-rata basis, in accordance with the portion of monies relating to the unused period of leave.

42. Long Service Leave

- (a) Clause 52 of Determination No. 1 of 2011 is varied for the life of this Agreement as follows.
- (b) A member is entitled to paid long service leave:
 - (i) of four (4) calendar months after completing 10 years of continuous

service with the NTPF: or

- (ii) where prior service is recognised pursuant to clause 43(a), up to four (4) calendar months after completing 10 years of qualifying service.; and
- (iii) for service after 10 years of qualifying service, an additional 12 calendar days on completion of each subsequent year of continuous service.

(c) For the purpose of these provisions:

“Month” means:

- (i) When calculating or using a whole month, a calendar month; or
- (ii) When calculating or using a fraction of a month, 30 calendar days;

“recognised employer” means the Australian Public Service, the Public Service of any State or Territory of the Commonwealth, or any of the Armed Services of the Commonwealth or the Australian Federal Police Force.

“qualifying service” means the period of actual service with the Northern Territory Police Force and a recognised employer.

“continuous service” means service with the NTPF that is unbroken.

(d) Members who resign from the Force without having completed the statutory period of ten years’ continuous service for eligibility for payment in lieu of long service leave credits shall be entitled to a pro-rata payment in lieu of Long Service Leave for periods of continuous service of between seven (7) and ten (10) years.

(e) The pro-rata payment in lieu on resignation will be determined as follows:

Payment in lieu for completed years of continuous service entitlement

7 years	22.5 calendar days
8 years	45 calendar days
9 years	67.5 calendar days

(f) The amount of the payment is to be calculated in accordance with the following formula -

$$\frac{\text{calendar days}}{30} \times \frac{\text{annual salary}}{12}$$

(g) Subject to clause 42(l), there is no pro-rata entitlement for periods of continuous service of less than 7 years.

(h) Except in the event of discharge on account of unsatisfactory service, the continuous service of a member shall not be deemed to be or have been broken by any other period of absence if -

- (i) any period of absence does not exceed or has not exceeded twelve months in a continuous period; or
 - (ii) the periods of absence do not exceed, in the aggregate, one seventh of the total number of duty days and holidays occurring after the commencement of the first period of employment which may be included in the period of such service under clause 42(d).
- (i) For the purpose of accumulation of long service leave, a member shall not be deemed to break or have broken the continuity of service or to have been absent by reason of being –
 - (i) on leave of absence will full or part pay; or
 - (ii) on leave of absence without pay where the leave of absence is granted –
 - (a) on account of illness, or
 - (b) as special leave approved to count as service.
- (j) Members entitled to long service leave who are retired from the Force, except for misconduct, shall be paid on such retirement a sum equivalent to the amount of annual salary they would have received during the long service leave to which they had become entitled in respect of completed qualifying service, and such further sum as the Commissioner may decide to be just and equitable in respect of any partially completed qualifying service.
- (k) Members who resign or are dismissed from the Force shall be paid a sum equivalent to the amount of the annual salary they would have received during the long service leave to which they had become entitled at the end of their last completed year of qualifying service before the date of their resignation or the date of the offence for which they were dismissed as the case may be.
- (l) Members whose period of service does not qualify them for long service leave, who are retired from the Force on the grounds of ill health shall, if the Commissioner decides that the circumstances justify the payment, be paid a sum equal to the annual salary they would have received for a period calculated at the rate of four-tenths of one month for each completed year of service in the NT Police Force and three tenths of one month for any prior service recognised for accrual purposes.
- (m) Where a member dies, all monies that would have been payable had they resigned rather than died shall be paid to the deceased's Estate.

43. Long Service Leave – Prior Service

- (a) Clause 53 of Determination No. 1 of 2011 is varied for the life of this Agreement as follows.

- (b) The Commissioner may recognise a member's prior service with a recognised employer for long service leave purposes, after two (2) years' continuous service with the Northern Territory Police Force.
- (c) Recognised prior service will only count for accrual purposes where the break in service is no more than 2 months. The Commissioner may approve a greater period if satisfied that delays in recruitment resulted from administrative action by the Department.
- (d) Where the break in service is greater than 2 months but less than 12 months, the period of the recognised prior service may count for qualification purposes, but not for accrual purposes.
- (e) Any prior service recognised for accrual purposes shall be credited at the rate of 3/10ths of a month for each completed year of the prior service.
- (f) Breaks in service between recognised employers of greater than 12 months will break continuity of employment for all purposes.
- (g) Where a member has received a lump sum payment in lieu of long service leave in relation to prior service, the member will not be permitted to pay the amount or any portion of the amount, to the Territory for the purposes of obtaining an entitlement to long service leave from the Northern Territory Police Force.
- (h) If the member has received either a monetary payment or has taken leave on full or part pay which would make it inequitable that such service be counted towards long service leave, the Commissioner may wholly or partly, disallow the prior service for accrual purposes.

44. Taking Long Service Leave

- (a) Clause 54 of Determination No. 1 of 2011 is varied for the life of this Agreement as follows.
- (b) A member is required to use a long service leave entitlement within 3 years of:
 - (i) the 10 year entitlement accruing; or
 - (ii) the 11 to 20 year block entitlement accruing; or
 - (iii) provided that the Commissioner and the member may agree to temporarily defer the leave to meet special circumstances which shall include, but not be limited to, departmental and/or personal needs.
- (c) Nothing in this Part shall require a member:
 - (i) to use their entitlement where the member is within 10 years of the minimum retirement age; or

- (ii) to use their entitlement where on 1 March 1996 the member had accrued 20 years of service; and
 - (iii) where clauses 44(c)(i) and 44(c)(ii) do not apply, to use their accrued entitlements for the 21st and subsequent years of qualifying service prior to separation or retirement.
- (d) The Commissioner may, upon application and subject to Departmental requirements, grant a member long service leave on either:
 - (i) full pay, to the extent of available entitlements at the time of commencing leave; or
 - (ii) half pay, provided that the leave shall not exceed twice the entitlement available pursuant to clause 44(d)(i); or
 - (iii) full pay, to the extent of at least half of the entitlement applied for is to be utilised as leave, with the balance of the amount applied for to be paid out in lieu. The calculation of Long Service Leave paid out in lieu does not include allowances.
- (e) The minimum period of long service leave a member can make application for is:
 - (i) 7 calendar days on full pay; or
 - (ii) 1 month on half pay; or
 - (iii) If less than clauses 44(e)(i) or 44(e)(ii), the balance of the member's available credits.
- (f) A member will not in separate applications apply for periods of long service leave that are separated by a Saturday, Sunday or public holidays.
- (g) Weekends, public holidays and rostered days off are a part of long service leave and do not extend the period of leave.
- (h) A member who has served more than 10 years qualifying service may access further long service leave annually as it accrues.
- (i) Where a member applies for long service leave at least 6 months in advance, the application may only be refused by the Commissioner in extraordinary circumstances.

45. Personal Leave

- (a) This clause replaces clause 60 of Determination No. 1 of 2011 in its entirety and the parties agree that the Determination No. 1 of 2011 will be amended accordingly.

- (b) A member is entitled to paid personal leave on commencement of appointment.
- (c) Subject to clauses 45(g) and 45(i) herein, a member shall be entitled to paid personal leave where:
 - (i) the member is, was or will be unable to attend duty due to personal illness, subject to satisfactory proof of the member's illness (sick leave); or
 - (ii) a member is required to provide care or support to a members' immediate family or household who requires such care and support because of:
 - (a) A personal illness, or personal injury, affecting a member of the immediate family or household; or
 - (b) An unexpected emergency affecting a member of the immediate family or household (carer's leave).
- (d) For the purpose of this clause:
 - (i) "child" means birth, adopted, step or adult child;
 - (ii) "de facto partner" means a person who, although not legally married to the member within the meaning of the Marriage Act (Cwlth), lives with the member in a relationship as a couple on a genuine domestic basis (whether the member and the person are of the same sex or different sexes), and includes a former de facto partner of the member;
 - (iii) "immediate family" member means:
 - (a) a spouse (or former spouse), de facto partner, child, parent, grandparent, grandchild, or sibling of the member; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the member.

This definition includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.
 - (iv) "medical certificate" means a certificate signed by a registered health practitioner; and
 - (v) "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 of Australia that provides for the registration or licensing of health practitioners (or health practitioners of that type).
- (e) A member's entitlement to carer's leave is 10 days in every 12 month period from date of commencement. Carer's leave is cumulative effective from 1 January 2010.

- (f) A member may access personal leave (inclusive of carer's leave) without providing documentary evidence, up to a maximum of four (4) rostered shifts per calendar year.
- (g) A member must: advise his or her supervisor verbally as soon as reasonably practicable on any day of absence from his or her employment. If it is not reasonably practicable for the member to give prior notice of absence due to circumstances beyond the member's control, the member will notify his or her supervisor verbally of such absence at the first available opportunity.
 - (i) The spouse or another family member may make the verbal notification required under clause g(i) in circumstances where the member is seriously ill or injured and cannot make the personal contact required under the clause. The member will make contact verbally prior to the leave or if that is not possible, as soon as reasonably practical.
- (h) A member must apply for personal leave in the form required by the Commissioner as soon as is practicable for the member to make the application.
- (i) Subject to clause 45(f), to assist the Commissioner to determine if the leave taken was or is for one of the reasons set out in clause 45(c)(i) a member must, as soon as practicable provide the Commissioner with the following documentary evidence:
 - (i) A medical certificate from a registered health practitioner as defined below;
or
 - (ii) If it is not reasonably practicable for the member 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 Commissioner, a statutory declaration may be submitted in writing detailing:
 - (a) The reasons why it was not practicable to provide a medical certificate; and
 - (b) The reason for and length of absence.
- (j) Subject to clause 45(f), to assist the Commissioner to determine if the leave taken was or is for one of the reasons set out in clause 45(c)(ii) (carer's leave), a member must, as soon as reasonably practicable, provide the Commissioner 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 Member's care or support.
- (k) Notwithstanding clause 45(i), where a member takes personal leave (excluding

carers leave) in excess of 120 hours in any financial year, the member shall provide to the Commissioner or his delegate a medical certificate from a registered health practitioner stating:

- (i) Period of absence;
 - (ii) the nature of the illness or injury;
 - (iii) the prognosis for recovery; and
 - (iv) the capacity for alternative duties and/or reduced hours of work.
- (l) A member to whom clauses 45(k) applies who does not provide the required information shall not be entitled to paid personal leave for the period of non compliance with clause 45(k).
- (m) Subject to the requirements of clauses 45(g), 45(i) and 45(j) and the recreation and long service leave provisions, a member may access paid personal/carer's leave during periods of recreation and long service leave.
- (n) The period of paid personal/carer's leave under clause 45(m) must not be less than the equivalent of one full duty day or shift during that period of leave, and a medical certificate from a registered health practitioner must be produced in accordance with clause 45(i) or 45(j).
- (o) A member shall not be entitled to paid personal leave for a period during which the member is absent from duty because of personal illness or injury for which the member is receiving compensation payable under Northern Territory workers compensation legislation.

Management of Personal Leave

- (p) The parties acknowledge that the management of personal leave is vital to ensure the well-being of the individual member, other members within that member's workplace and the overall operational performance of the Police Force. The proper management of personal leave can facilitate the identification of appropriate measures that may be implemented by the Police Force to assist members returning to work.
- (q) To assist with the management of personal leave, the following early intervention strategies will be implemented:
- (i) Absence Review Meetings; and
 - (ii) Attendance Management Reviews
- (r) The supervisor will initiate and schedule such meetings and these strategies will be actioned in accordance with the relevant Policy in force from time to time.

- (s) The member is obligated to engage with the employer and participate in leave management meetings and reviews, unless there is a reasonable justification not to.
- (t) At any time during the management of personal leave, the Commissioner may direct a member to attend an examination by a registered health practitioner where:
 - (i) a member is frequently or continuously absent, or expected to be so, due to illness or injury;
 - (ii) it is considered that a member's efficiency may be affected due to illness or injury;
 - (iii) there is a reason to believe that a member's state of health may render the member a danger to himself or herself, other employees or the public; or
 - (iv) in accordance with the relevant provisions of the Police Administration Act
- (u) Notwithstanding clauses 45(p) and 45(t) each individual case may be reviewed by the Commissioner who, at his discretion, may direct a member to undergo a medical examination to determine that member's continuing entitlement to personal leave.

46. Workers' Compensation Leave and Entitlements

- (a) Where a member is in receipt of workers' compensation benefits in accordance with the Return to Work Act, the Commissioner shall maintain the member's normal weekly earnings for a period of 12 months, or such longer period as allowed by the Commissioner on a case by case basis.
- (b) A member receiving workers' compensation benefits shall continue to accrue all leave entitlements during any period they are in receipt of workers' compensation benefits under the *Return to Work Act* for an accrued period of 12 months, or such greater period as allowed by the Commissioner on a case by case basis.
- (c) The maintenance of normal weekly earnings and accrual of leave entitlements for a period greater than the initial 12 month period shall not be refused by the Commissioner without reasonable grounds, which shall be provided to an affected member in writing.

47. Compassionate Leave

Clause 62 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following.

- (a) For the purpose of this clause;

- (i) “child” means birth, adopted, step or adult child;
 - (ii) “de facto partner” means a person who, although not legally married to the member, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the member and the person are of the same sex or different sexes); and includes a former de facto partner of the member.
 - (iii) “immediate family” means:
 - (a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the member; or
 - (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the member.
 - (iv) “extended family” means:
 - (a) A spouse, of the member’s child (e.g. daughter-in law); or
 - (b) A spouse of the member’s sibling (e.g. sister-in-law); or
 - (c) An aunt, uncle, niece, nephew or first cousin of the member.
 - (v) “rostered shift” means the ordinary shift the member would have worked had the member not been on compassionate leave.
 - (vi) “spouse” includes a former spouse.
 - (vii) “medical certificate” means a certificate signed by a registered health practitioner;
 - (viii) “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).
- (b) A member may take up to five rostered shifts on compassionate leave for each occasion when a person in the member’s immediate family, or household:
- (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies; or
 - (iv) a child is stillborn, where the child would have been a person in the member’s immediate family, or a person in the member’s household, if the child had been born alive.
- (c) A member may take up to three shifts on compassionate leave for each occasion on the death of a person in the member’s extended family.

- (d) A member may take up to three shifts on compassionate leave if they or their partner experiences a miscarriage.
- (e) Compassionate leave is paid leave.
- (f) Compassionate leave may be taken as a block, in broken period of at least one rostered shift, or as agreed between the member and the Commissioner.
- (g) The Commissioner may approve an additional period of unpaid compassionate leave on request.
- (h) Notice and evidence requirements:
 - (i) A member must provide the Commissioner with notice of the taking of compassionate leave as soon as practicable, and must advise of the period, or expected period, of the leave.
 - (ii) Subject to clause 47(h)(iii), a member may be requested to provide evidence of the reason for compassionate leave. Any such request must be reasonable and evidence can include a medical certificate from a registered health practitioner, a death or funeral notice or a statutory declaration.
 - (iii) In relation to leave under clause 47(d) (miscarriage), the member must produce a medical certificate from a registered medical practitioner stating that the member's pregnancy or their partner's pregnancy has ended.

48. Defence Service Leave

- (a) The Commissioner may grant a member leave (with or without pay) to enable the member to fulfil Australian Defence Force Reserve and Continuous Full Time Service obligations.

(Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve (Protection) Act 2001. Section 17 of that Act requires that an employer must not hinder or prevent an employee from volunteering for, or rendering, defence service.)

- (b) Subject to operational requirements, a member may be granted paid Defence Service Leave up to a maximum of four (4) weeks during each financial year, with full pay, for the purpose of fulfilling service in the Australian Defence Force Reserve. These purposes include training and operational duty as required.
- (c) A trainee member shall not, except in exceptional circumstances, have access to paid Defence Service leave during the recruit phase of training.
- (d) Evidence of the necessity for attendance, including the date(s) involved, shall be submitted with the member's leave application prior to the commencement of leave.
- (e) At the conclusion of the leave, the member shall produce certification from the Australian Department of Defence confirming his or her attendance.

- (f) A member may also apply for recreation leave, long service leave and leave without pay for the purpose of fulfilling additional or prolonged Australian Defence Force Reserve and Continuous Full time Service obligations that extend past the permissible four (4) weeks at full pay in any financial year.
- (g) Where a member has a claim for compensation for injury or illness as a result of leave granted under this clause, the claim will not be recognised by the NT Police Force and the member will submit any claim to the Australian Department of Defence.
- (h) Higher duties allowance shall continue to be paid where the Divisional Officer certifies that the member would have continued to perform the duties of the higher rank but for the member's absence on Defence Service leave.

49. Kinship Obligation Leave

- (a) An Australian First Nation's member may take up to five days/shifts on paid kinship obligation leave each year for the purpose of attending Sorry Business or related purposes. Sorry Business refers to cultural practices and protocols undertaken after someone's passing.
- (b) For the purpose of this clause, 'kinship' means:

Australian First Nations kinship where there is a connection, relationship or obligation under the customs, traditions or cultures of the communities, groups or families to which the member belongs.
- (c) The leave is in addition to any other leave available to the member under this Agreement and may be taken in broken periods and at half pay.
- (d) Where a member utilises an amount of kinship obligation leave at half pay:
 - (i) Leave entitlements will accrue as if the member had utilised the amount of kinship obligation leave at full pay.

For example, if a member utilises two days shifts of kinship obligation leave over a period of four days at half pay, all leave entitlements will accrue over the first two days of leave, as if the member was on kinship obligation leave with full pay, and no leave entitlements will accrue over the final two days of kinship obligation leave on half pay.
 - (ii) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- (e) The leave does not accrue progressively or accumulate from year to year and there is no residual entitlement to be paid on cessation of employment.

- (f) Notice requirements
 - (i) A member must provide the Commissioner with notice of the taking of leave as soon as practicable, and must advise of the period, or expected period, of the leave.
 - (ii) The Commissioner may require a member to produce evidence that would satisfy a reasonable person of the need for kinship obligation leave.

50. Gender Transition Leave

- (a) Gender Transition Leave is available to support members who wish to transition from their gender. Paid leave may be taken for:
 - (i) psychological support;
 - (ii) hormone replacement therapy and other types of medical intervention;
 - (iii) appointments to alter the member's legal status or amend the member's gender on legal documentation;
 - (iv) other similar appointments or procedures to give effect to the member's transition approved by the Commissioner
- (b) Eligibility

In order to access Gender Transition Leave, a member must have:

- (i) completed at least 12 months continuous service on an ongoing or fixed period basis; and
 - (ii) commenced transitioning their gender.
- (c) Entitlement to Paid and Unpaid Gender Transition Leave
 - (i) Employees who are transitioning their gender are entitled to four weeks of paid leave and up to 48 weeks unpaid leave for the purpose of supporting their gender transition
 - (ii) Gender Transition Leave may be taken in a continuous period, single or part days over a three year period
 - (iii) Members may request additional paid Gender Transition Leave, which may be granted on a discretionary and case by case basis in exceptional circumstances.
 - (iv) Members may also access other forms of paid or unpaid leave such as personal leave, recreation leave and long service leave, where the member meets the relevant eligibility criteria for that leave type.

- (v) Any period of unpaid gender transition leave will not break a member's continuity of service but does not count for service.
- (d) Notice and evidence requirements
 - (i) Applications for leave will be dealt with confidentially and sensitively.
 - (ii) A member must provide at least two weeks' notice of the need to take leave under this clause and the expected duration of leave. A shorter notice period may be agreed with the Commissioner
 - (iii) A member may be required to provide suitable supporting documentation for any leave granted under this clause. Evidence to support an application will only be sighted once and no copies will be made or recorded.

51. NAIDOC Week Leave

- (a) Subject to operational requirements, the Commissioner may approve up to 3 hours per year of paid leave to facilitate a member's attendance at National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities.

52. Health Screening Leave

- (a) A member may access up to one hour of paid leave per year, for the purpose of undertaking a health screening test associated with a public health screening program.
- (b) A health screening test means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions.
- (c) Notice and evidence requirements
 - (i) The member is required to provide reasonable notice of the need to take leave and the expected duration of leave.
 - (ii) The member must provide documentary evidence of their attendance at the screening test that would satisfy a reasonable person.

53. Domestic, Family and Sexual Violence Leave

- (a) The Commissioner recognises that a safe and supportive workplace can make a positive difference to members who are experiencing domestic or family violence, or sexual violence. Support measures for members include leave with pay, flexible work options and access to the Employee Assistance Program. Additional support may be available to members through the agency.

- (b) Leave with pay is available to a member who is experiencing domestic or family violence, or sexual violence and who requires time off for reasons including, but not limited to:
 - (iii) seeking safe accommodation;
 - (iv) attending court hearings and police appointments;
 - (v) accessing legal advice;
 - (vi) organising alternative care or education arrangements for the member's children; or
 - (vii) other related purposes approved by the Commissioner.
- (c) Domestic, Family and Sexual Violence Leave is in addition to other leave entitlements and counts as service for all purposes.
- (d) Applications for leave will be dealt with confidentially and sensitively. Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.
- (e) Reasonable adjustments will be considered to ensure the member's safety in the workplace (e.g. different work locations, removal of phone listing or changes to NTPFES email addresses).

54. Foster and Kinship Carers Leave

- (a) Foster and Kinship Carers Leave is available to a member for the purpose of:
 - (i) providing temporary care to a child of up to 18 years of age who is in authorised care (Carer Placement Leave); and
 - (ii) undertaking mandatory training and assessments associated with being a foster carer or a kinship carer (Carer Assessment and Training Leave).
- (b) Carer Placement Leave
 - (i) A member may access Carer Placement Leave where the member is:
 - (a) An authorised foster carer or kinship carer with the department responsible for children under the care of the Chief Executive Officer administering the Care and Protection of Children Act 2007; and
 - (b) Entering in to a care arrangement for a child who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.
 - (ii) Carer Placement Leave is available on commencing the placement of a child/children into the member's care for the first time, to help carers and

children settle. It does not apply where there is an entitlement to parental leave.

- (iii) Carer Placement Leave entitlements include up to 10 days of paid leave and up to 10 days of unpaid leave per calendar year. Leave can be taken in single days or multiple days.

(c) Carer Assessment and Training Leave

- (i) A member may access up to 5 days paid Carer Assessment and Training Leave per calendar year.
- (ii) The member must be an authorised foster carer or kinship carer, or undertaking assessment and training to become an authorised foster carer or kinship carer, with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.

(d) Notice and evidence requirements

- (i) A member must provide the Commissioner with notice of the taking of Foster and Kinship Carers leave as soon as practicable, and must advise of the period, or expected period, of the leave.
- (ii) Carer Assessment and Training Leave should be taken at a time that is agreed with the Commissioner.
- (iii) A member must provide the Commissioner with documentation from the department responsible for children in authorised care, supporting their eligibility for leave.

(e) Authorised foster carers and kinship carers may also be eligible for other types of leave to support a child in their care. These leave arrangements are detailed in other provisions within this Agreement and include:

- (i) personal leave – refer to clause 45;
- (ii) compassionate leave – refer to clause 47;
- (iii) permanent care order application leave – refer to clause 36(g);
- (iv) parental leave, including primary caregiver parental leave and partner leave – refer to clause 36.

55. Blood Donor Leave

- (a) The Commissioner may grant leave with pay to a member to allow the member to donate blood.

PART 5 – ISOLATED POLICING INCENTIVES

56. Isolated Policing Incentives

- (a) The Isolated Policing group categories in this Part comprise of Group A, Group B, and Tennant Creek, and are specified in clause (c).
- (b) The categories are based on the following criteria:
 - (i) Nature of the policing that is required at the locality; and
 - (ii) Degree of physical isolation of the locality; and
 - (iii) Degree of social isolation of the members and their families at the locality; and
 - (iv) Quality and location of the police housing at the location; and
 - (v) Degree to which police work impacts on the member's family and off duty time; and
 - (vi) Degree of difficulty in attracting members to and retaining members at the location.
- (c) The following lists of localities are deemed as isolated locations, and may be varied in accordance with clause 56(d) below.

(i) Isolated Policing Group A:

Ali Curung (Warrabri)	Milingimbi
Alpurrurulam	Minjilang
Alyangula	Minyerri
Angurugu	Mutitjulu
Arlparra	Ngukurr
Avon Downs	Nhulunbuy
Beswick	Ntaria (Hermannsburg)
Borrooloola	Numbulwar
Bulman	Nyirripi
Daly River	Peppimenarti
Elliott	Pirlangimpi
Finke	Pine Creek
Galiwinku	Ramingining
Gunbalanya (Oenpelli)	Santa Teresa
Haasts Bluff	Timber Creek
Harts Range	Ti-Tree
Imanpa	Warruwi
Kalkaringi	Willowra
Kulgera	Wurrumiyanga
Lake Evella (Gapuwiyak)	Yarralin
Maranboy	Yirrkala
Mataranka	Yulara
Milikapiti	

(ii) Isolated Policing Group B:

Kintore	Wadeye
Lajamanu	Warakurna
Maningrida	Yuendumu
Papunya	

(iii) Tennant Creek

- (d) The Commissioner, in consultation with the Commissioner for Public Employment and the NTPA, may vary the localities deemed as isolated locations from time-to-time.

(e) General Policing Allowance:

- (i) General Policing Allowance for members qualified under clause 17 and permanently stationed at an isolated locality, shall be paid according to the following:

- (a) Isolated Policing Group A – 12%
- (b) Isolated Policing Group B – 12%
- (c) Tennant Creek – 5%

- (ii) Where a member who is permanently stationed at an isolated locality is required by the Agency to undertake temporary relief duties at an alternate isolated locality and is still required to maintain their household and family at the permanently stationed isolated locality, General Policing Allowance will be maintained at the rate applied in clause 56(e)(i)

- (iii) General Policing Allowance for members qualified under Clause 17 and stationed temporarily in an isolated locality shall be paid according to the following:

- (a) Isolated Policing Group A – 9%
- (b) Isolated Policing Group B – 12%
- (c) Tennant Creek – 5%

(f) Special Location Allowance

- (i) Members at the rank of Senior Sergeant and below serving at the Isolated Policing Group location of Tennant Creek in accordance with clause 56(c)(iii) shall be entitled to a Special Location Allowance of 7% of their base annual salary.

- (ii) Members at the rank of Superintendent serving at an isolated Policing Group location in accordance with clause 56(c) shall be paid a Special Location Allowance of 7% of their base annual salary.

(g) Consolidated Remote Incentive Allowance

- (i) Members serving at an Isolated Policing Group Location shall be entitled to a Consolidated Remote Incentive Allowance (CRIA) as set out herein:

Isolated Policing Group	Year 1	Year 2	Year 3
Special Category	5%	5%	5%
Group A (*)	5%	5%	5%
Group B	6%	12%	12%
Tennant Creek (*)	11%	18%	18%

(*) including the Superintendent serving at these locations

- (ii) The CRIA is an allowance that replaces and includes the Tennant Creek attraction allowance, locality bonuses, satellite television and internet payments and freight allowance and includes a component in recognition of availability and attraction.
- (iii) Members who have completed 2 years consecutive service at a permanent police station identified at Category A or B and return to a Category B location within five years will be entitled to payment of the CRIA at the 2nd increment.
- (iv) Where a member who is permanently stationed at an isolated locality is required by the Agency to undertake temporary relief duties at an alternate isolated locality, the rate of CRIA will be the higher of the two localities.
- (v) Members stationed at Jabiru, Adelaide River and Batchelor shall be paid the "special category" rate, being that part of the CRIA that provides for recognition of being reasonably available for recall to duty after hours but is not recognition of isolation.

Reasonably available does not mean on-call. It means members will agree to return to duty provided they are contactable and are in a position to do so.
- (vi) Members who are stationed at locations mainly serviced by barge only, are entitled to an additional freight component to assist with the increased cost over and above the freight component in the CRIA

associated with freighting household goods by barge.

- (a) Payment of the additional freight component will be made in accordance with the below scale on the 12 month anniversary of the member's posting at the locations identified below.

Single	\$500 pa
Member with dependants	\$1000 pa

- (b) The locations to which the additional freight component is payable are:

Alyangula	Galiwinku
Lake Evella	Maningrida
Nhulunbuy	Pirlangimpi
Ramingining	Wadeye
Wurrumiyanga	Milikapiti

- (c) The Commissioner may vary these locations following consultation with the NTPA to include the stations at Warruwi, Numbulwar, Peppimenarti or Minjilang should they become permanent stations.

- (d) Payments will be made by reimbursement only, subject to provision of satisfactory receipts.

- (h) Officers in Charge:

- (i) The Officer in Charge of an isolated station as listed in clause 56(c) will be ranked as an Acting Sergeant where a Sergeant or above position does not already exist.
- (ii) A member appointed as Officer in Charge (Remote Sergeant) of an isolated station shall revert to their nominal salary increment level at the completion of their time of service at that station.
- (iii) Batchelor and Adelaide River are to be included for the purpose of this clause.

57. Utilisation of Additional Recreation Leave and Long Service Leave

- (a) Members serving at isolated locations as listed in Clause 56(c) will receive additional recreation leave as below:
- (i) Isolated Policing Group A – 1 week additional leave at 24 months and an additional 1 week at 36 months and each 12 months completed service thereafter.
- (ii) Isolated Policing Group B – 1 week additional leave for every 12 months in service completed at the location.
- (iii) Tennant Creek – 1 week additional leave at 24 months and an

additional 1 week at 36 months of service at the location and each 12 months completed service thereafter.

- (b) Members shall be exempted from any long service leave provisions arising from Clause 44, relating to the member being required to take long service leave within a fixed time frame for a period up to 5 years from the end of their service at a qualifying location.
- (c) Long service leave entitlements will not be available during the period a member is stationed at an isolated locality. Except in exceptional circumstances where a member requires access to their long service entitlement, a member may be permitted to take leave, at the Commissioner's discretion. Also, it may be grounds for transferring the member to the 'posting of choice' provided at Clause 60.
- (d) With exception of clause 57(d) all accrued long service leave credits are frozen until such time as the member is relocated out of the isolated locality. Members will be exempted from any forfeiture of long service leave credits resulting from this moratorium for a period up to 5 years.
- (e) Subject to other provisions of this clause, where a member voluntarily serves at a location for less than 24 months, a member shall not have access to a pro-rata entitlement of the additional recreation leave, no matter what reason causes deficiency in length of service at the location.
- (f) Members will be required to utilise a minimum of 1 week recreation leave in addition to any other recreation leave utilised during the 2 year period on completion of 2 years' service in that locality regardless of any extension to return of service at that locality.
- (g) Members stationed at an isolated locality for a period of 2 years are to utilise 6 weeks of recreation leave on completion of 12 months service at that locality. Recreation leave should not be taken at any other time during the period other than exceptional circumstances and approved by the Divisional Officer.
- (h) Where a member is directed by the Commissioner to no longer serve at an isolated locality, that member shall have access to a pro-rata entitlement for the period already served

58. Fares Out of Isolated Localities (FOILS) and Accommodation Rates

Clause 90 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (a) This entitlement applies to all members of the rank of Superintendent and below, including Aboriginal Community Police Officers, gazetted at stations referred to herein.
- (b) The definition of dependency shall be applied to all members at the date of accrual and at the time of utilisation of fares, to determine eligibility for FOILs. In the event a member and their dependent/s are both members of the force or if the dependent/s are in receipt of or are eligible for fares assistance from another source, the members dependent/s shall not be entitled to a FOIL.
- (c) FOILs accrue to a member on the date of commencement of duties at the applicable locality, subject to restrictions on use set out here-in.
- (d) Under no circumstances shall a member be granted FOILs and a recreation leave fare under Clause 40 in respect of the same journey. A member entitled to a recreation leave fare and to whom this clause applies, shall access their recreation leave fare as if it were a FOIL.
- (e) A member who does not utilise a recreation leave fare whilst entitled to a FOILs and who subsequently cashes in their recreation leave fare shall lose one FOILs entitlement during that year.
- (f) FOILs accrued to a member under this clause shall not be available for use by the member or their family until the member has completed a continuous period of three months service, or a lesser period where approved by the Commissioner, in the isolated locality.
- (g) Members are not authorised to use FOILs at intervals closer than three months except in exceptional circumstances.
- (h) The maximum entitlement for FOILs shall be the economy class air fare for the persons travelling, from the isolated locality to the prescribed destination under this clause.
- (i) Where a member elects to travel by private vehicle in lieu of travel by air, the entitlement shall be the vehicle allowance calculated for the journey, including passenger allowance if applicable, or the cost of the airfare for the persons travelling, whichever is the lesser.
- (j) Where an isolated locality has no air service, a member's entitlement shall be the actual amount of the vehicle allowance, including passenger allowance if applicable, for the journey or for the actual value of the fare paid where travel is not by private vehicle.
- (k) Approval may be granted for a member to utilise a FOIL for travel to a destination other than those prescribed herein. Where such approval is

granted, the member shall be entitled to the cost of the actual travel undertaken or the maximum provided for in clause 48(h), whichever is the lesser.

- (l) A member utilising a FOIL shall be entitled to a maximum of four consecutive days travel (not deductible from any available recreation or other leave credits) comprising a weekend and two days travel time at the expense of the NTPF (except as provided in clause 58(m) on the occasion of the utilisation of each FOILs entitlement).
- (m) While it is intended that a Friday and the following Monday be used in conjunction with FOILs, discretion may be used in this regard where airline schedules do not coincide with those days, however the maximum consecutive days off for this purpose remains at four (unless other leave is taken in conjunction with the FOILs leave) and shall include two days leave and a weekend or two days off duty.
- (n) Where a member elects to utilise a FOIL on a long weekend and the holiday is a Friday or Monday, only one day FOIL leave shall be granted. Where Public Holidays falls on both the Friday and following Monday (or two other days immediately before and/or after rostered days off), no FOILs leave shall be granted.
- (o) A shift worker who is rostered off duty for two consecutive days during the week to compensate for being rostered on duty on a weekend may regard those rostered days off duty as a weekend for the purposes of this entitlement.
- (p) Where a member requires additional leave other than provided for herein to enable use of a FOIL entitlement (for example, to coincide with airline schedules, etc) any such leave may be taken as recreation leave, or in respect of short periods of leave, leave without pay and shall not be unreasonably refused.
- (q) Notwithstanding clause 57(p), any application for leave to be taken in conjunction with a FOILs entitlement, except in circumstances outlined in clause 58(y), will be treated in accordance with normal leave provisions. Members should be aware that they have no automatic entitlement to the grant of leave and that approval is at the discretion of the Commissioner.
- (r) A member shall have no entitlement to FOILs during a period of long service leave, personal leave or maternity leave, or extended periods of leave without pay.
- (s) Where more than one member travels in the same vehicle to utilise FOILs, each member shall be deemed to have utilised a FOIL entitlement,

notwithstanding that only one of those members is entitled to payment of vehicle allowance.

- (t) Where a member utilises FOIL leave and is transported at Government expense, (e.g. as a passenger on a Government charter flight, in a Government vehicle, on an Aerial Medical Service Flight, etc.), that member shall be deemed to have utilised a FOIL's entitlement even though there has been no payment for fares.
- (u) A member who transfers or is promoted from one isolated locality to another shall be entitled to transfer any unused FOILs to the new locality and future accruals will be made as if service was continuous in that locality.
- (v) Subject to clause 58(y)(v) FOIL entitlements that are not utilised by the member before the next FOILs accrual date shall automatically lapse.
- (w) Where a member transfers or is promoted from an isolated locality to a non- isolated locality, any unused FOIL entitlements shall lapse.
- (x) A member who resigns from the Force in an isolated locality shall not be entitled to take a one-way fare out on resignation and all FOIL's remaining shall lapse.
- (y) A member eligible for FOIL's shall be entitled to payment of an accommodation allowance for 3 days on the following conditions:
 - (i) The rate of payment shall be equal to the accommodation component of Travelling Allowance as published by the Commissioner in the Police Gazette from time to time.,
 - (ii) The allowance is provided in respect of the member only and is not payable in respect of dependants.
 - (iii) Subject to approval and compliance with clauses 58(y)(iv) and 48(y)(v) below, members may accumulate the value of the accommodation allowance provided for herein to a maximum period of 6 days. The accumulated allowance may be used in conjunction with a FOIL and/or when utilising the next period of recreation leave.
 - (iv) Members are required to utilise a FOIL within 1 month from date of accrual.
 - (v) Where a member is unable to utilise a FOIL within 1 month of accrual written approval to defer usage and the nominated date when the FOIL is to be taken must be obtained from the Divisional Officer.

- (vi) Supervisors may direct a member to utilise their accrued FOIL including the accommodation component up to a period of 4 days to ensure occupational health and safety requirements are met.
- (vii) Subject to the requirements specified in clauses 58(y)(iv), 58(y)(v) and 58(y)(vi) above, members may defer accrued FOILs entitlements and receive payment to the value of the fare to be utilised in conjunction with the next period of recreation leave from when the FOIL accrued. All accrued FOILs and accommodation entitlements must be utilised in full at the next period of recreation leave.
- (z) Members gazetted at the following stations are entitled to 2 FOILs per year (1 only in the year a Recreation Leave Fare accrues):

Isolated locality	Destination
Ali Curung (Warrabri)	Alice Springs
Alpurrurulam	Alice Springs
Arlparra	Alice Springs
Avon Downs	Alice Springs
Beswick	Darwin
Daly River	Darwin
Elliott	Alice Springs
Finke	Alice Springs
Imanpa	Alice Springs
Kulgera	Alice Springs
Harts Range	Alice Springs
Maranboy	Darwin
Mataranka	Darwin
Millikapiti	Darwin
Milingimbi	Darwin
Mutitjulu	Alice Springs
Nhulunbuy	Darwin
Ntaria (Hermannsburg)	Alice Springs
Numbulwar	Darwin
Pirlangimpi (Garden Point)	Darwin
Santa Teresa	Alice Springs
Tennant Creek	Alice Springs
Timber Creek	Darwin
Ti-Tree	Alice Springs
Yirrkala	Darwin
Yulara	Alice Springs
Willowra	Alice Springs
Wurrumiyanga	Darwin

- (aa) Members gazetted at the following stations are entitled to 3 FOILs per year (2 only in the year a Recreation Leave Fare accrues):

Isolated locality	Destination
Alyangula	Darwin
Angurugu	Darwin
Borrooloola	Darwin
Bulman	Darwin
Galiwinku	Darwin
Gunbalanya (Oenpelli)	Darwin
Haasts Bluff	Alice Springs
Kalkaringi (Wave Hill)	Darwin
Kintore	Alice Springs
Lajamanu (Hooker Creek)	Darwin
Lake Evella (Gapuwiyak)	Darwin
Maningrida	Darwin
Minjilang	Darwin
Minyerri	Darwin
Ngukurr (Roper River)	Darwin
Nyirripi	Alice Springs
Papunya	Alice Springs
Peppimenarti	Darwin
Ramingining	Darwin
Umbakumba	Darwin
Wadeye (Port Keats)	Darwin
Yuendumu	Alice Springs
Warakurna	Alice Springs
Warruwi	Darwin
Yarralin	Darwin

- (bb) The Commissioner, in consultation with the NTPA, may vary locations and entitlements as necessary by notice in the Police Gazette

59. Auxiliary Rental Rebate Incentive

Police Auxiliaries gazetted to stations in localities other than Darwin, Katherine or Alice Springs shall be entitled to claim rental rebate under the same conditions applying to employees of the NTPS when renting Government accommodation.

60. Posting of Choice

- (a) Members of the rank of Police Auxiliary, Constable and above, and Aboriginal Community Police Officer's, serving in a locality other than Darwin, Katherine or Alice Springs for a period of 2 years may elect a posting of choice at one of the major centres (Darwin, Katherine or Alice Springs) in accordance with the transfer policy or equivalent in place at the time. On completion of return of service, members will be relocated to the locality elected.

- (b) In the absence of the acceptance by the member of any other offer to a specific position, members shall default to a general duties patrol group within the major centre that the members transfers to, that is, Darwin, Casuarina, Palmerston, Katherine or Alice Springs general duties areas.

61. Cleaning Contracts

- (a) Where a cleaning contract at an isolated station is unable to be filled, the Commissioner may, in consultation with the NTPA, determine an allowance to be paid to a member to fulfil this task.
- (b) Where the member intends to fulfil the cleaning duties, the member will prior to the commencement of any work, seek written approval from the Divisional Officer regarding the number of hours per week to be claimed.

62. Additional Isolated Locality Provisions for Permanently Stationed Members

- (a) A member permanently stationed in an isolated locality will be entitled to receive electricity at no cost to the member.
- (b) A member permanently stationed in an isolated locality and residing in a dwelling provided by the Agency and fitted with gas appliances will be entitled to be supplied with up to two free gas bottles per annum, commencing from the date of occupation of that dwelling.
- (c) Dwellings provided by the agency will be treated annually with pest control measures at the cost of the Agency

PART 6 - TEMPORARY SERVICE AT REMOTE LOCATIONS INCENTIVES

63. Application

- (a) Subject to clauses 63(b) and (c), Part 6 applies to members who are required from time to time to perform service at a remote police station and are accommodated in transportable units that provide for single accommodation.
- (b) (i) List of locations to which this section applies:

	Minjiliang
Alpurrurulam (Lake Nash)	Minyerri
Apatula (Finke)	Numbulwar
Bulman	Nyirripi
Haasts Bluff	Peppimenarti
Imanpa	Waruwi
Lyente Apurta (Santa Teresa)	Willowra

- (ii) Further locations to which this Part applies that are gazetted permanent locations but which include temporary postings entitled to the terms and conditions stated herein are:

Ali Curung	Maningrida
Gunbalanya	Yuendumu

- (c) The Commissioner, in consultation with the NTPA may vary the locations as necessary by notice in the Police Gazette. Following notice of this gazettal, this Part will be taken to be varied to this effect.

64. Certain provisions of Consent Agreement are varied

Clauses 58(f), (g) and (y) of this Consent Agreement are varied by the provisions of this Part.

65. Definitions

For the purposes of this Section, "service", "served" or "serves" means the undertaking of police duties at a police station identified under clause 63 and include periods of absence for the taking of a Fare Out of Isolated Locality (FOIL) entitlement and other periods of paid leave, but does not include periods of leave without pay.

66. Fares Out of Isolated Localities (FOILS)

- (a) A member serving at a location to which this Agreement applies shall be entitled to a FOIL at the end of 6 weeks service at that location.
- (b) Members shall not be entitled to the accommodation allowance provided at clause 58(y) of the Consent Agreement and shall only be entitled to travel to their home location.
- (c) Where a member applies for a further 3 month posting at the same locality, a further FOIL shall accrue at the end of the first 6 weeks of that second term of deployment on the same terms and conditions as set out herein.

67. Removal of Location

A location to which this Part applies and which later becomes a permanent station shall, at the gazettal date of that change in status, be no longer deemed to be a location to which this Part applies.

PART 7 – GENERAL CONDITIONS

68. Uniforms

The parties agree that any changes to police uniform or the introduction of new uniforms will occur utilising agreed management change provisions, and in any event such change shall always be in accordance with Clause 27 of the Determination No. 1 of 2011.

69. Superintendent Vehicles

- (a) Superintendents shall have the use of a Government vehicle under those conditions provided in this clause.
- (b) The use of private plated Government vehicles by Superintendents is at the discretion of the Commissioner of Police subject to the following conditions:
 - (i) Private plated vehicles are part of the Departmental vehicle pool and must be available for normal Departmental use during normal working hours of business, and at other times as determined by the Commissioner from time to time; and
 - (ii) Superintendents may use the allocated vehicle for reasonable private use, providing:
 - (a) It is understood that the vehicle is not provided as a general family vehicle, and use should be limited to what is necessary; and
 - (b) That the vehicle is not be utilized outside the greater urban area in which the Superintendent resides; and
 - (c) Where approval has been granted by the Commissioner of Police for the vehicle to be utilized for private purposes outside the greater urban area in which the Superintendent resides, costs of fuel etc. are to be borne by the Superintendent.
- (c) Apart from the Superintendent, the vehicle should only be driven by the Superintendent's spouse/partner and not by any other family member.
- (d) Except in extraordinary circumstances, the Superintendent should be in the vehicle when the spouse/partner is driving.
- (e) It is not intended that the use of private plated Government vehicles be expanded upon above the preceding. Use should be administered with common sense and sensitivity by all concerned. If this cannot be achieved the Commissioner;
 - (i) May issue more specific instructions in general or to an individual; or

- (ii) May in the case of an individual review the privilege or withdraw it altogether.

70. Accelerated Recruitment Program (ARP)

- (a) This clause should be read in conjunction with the Accelerated Recruitment Program policy in force from time to time.
- (b) The ARP will only be available to recruits who have served at least two years in a recognised police service and does not include Military Police or Protective Service Officers.
- (c) ARP recruits will be required to serve in General Duties for a minimum of 1 year from the date of graduation before being eligible to commence in a specialist position.
- (d) Probation shall be for a period of 12 months inclusive of training.

71. Integrity of Payments

- (a) The employer endeavours to ensure that all members are paid their entitlements correctly and on time. However, from time to time members may be either overpaid or underpaid. In either case, the parties agree that an incorrect payment of entitlements should be corrected as soon as possible
- (b) Clause 94.2 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:
- (c) Overpayments made to a member will be recovered at the rate of 10% of gross salary, in accordance with regulation 5 of the *Financial Management Regulations 1995*. This clause provides a summary of the requirements under the regulations.
- (d) The member will be given written details of the overpayment and the amount proposed to be deducted or withheld. The member will be provided a reasonable opportunity to propose an alternative arrangement to repay the overpayment.
- (e) The Commissioner may enter into an alternative arrangement with the member to repay the overpayment if it is reasonable in the circumstances, the risk of not recovering the overpayment is low, and the arrangement will not result in any added costs.
- (f) On the cessation of the member's employment, any amount or entitlement due to the person must be first used to repay the overpayment.

- (g) The employer will rectify an underpayment (including any applicable superannuation) to a member as soon as reasonably practicable.

PART 8 - TRANSFERS AND TRAVELLING

72. Travelling Allowance

Clauses 98 - 107 of Determination No. 1 of 2011 are varied for the life of this Agreement and replaced with the following:

Travelling Allowance is paid to all employees to ensure that employees are not out of pocket as a result of undertaking official travel or temporary transfers.

- (a) Where approval has been given to a member to be absent from their station or headquarters on duty overnight, the member shall receive the provisions of this clause.
- (b) Except in the circumstances identified at clause (c), Travelling Allowance will only be paid when the employee is away from home overnight.
- (c) Where an employee undertakes travel for one day and departs after 6am and returns home by 6.00pm, travelling allowance will not be paid. In the event that the employee cannot return home by 6.00pm or is to depart before 6am, a dinner or breakfast allowance only (within the Travelling Allowance rate) will be paid.
- (d) Members are expected to allow reasonable travelling time to return home by 6.00pm if operationally possible. In an event where the OIC, on reasonable grounds, believes that such an expectation was not reasonably met, then a review of the payment may occur.
- (e) Where a member travels to Darwin or Alice Springs to attend an approved training course or event and is afforded self-catering accommodation, the member shall be entitled to Travel Allowance at the rate published by the Commissioner in the Police Gazette from time to time.
 - (i) A training course is a course other than a re-qualification course including but not limited to firearms, first aid and OSTT requalification.
 - (ii) An event is a police or non-police function or activity sanctioned by the Commissioner, other than a training course for which a member or members are required to travel to Darwin or Alice Springs to attend.

Accommodation

- (f) Where available, members will be provided with commercial accommodation to a minimum standard of three stars or a self-contained VOQ, including Themis accommodation, at no cost to the member.
- (g) Where a member obtains private accommodation (eg with friends or relative), only the normal meal allowances for the duration of the stay will be paid.
- (h) Where a member is provided with accommodation by the department and is required to share the facilities (apart from bedroom) of that accommodation with another member, no additional allowance will be payable.
- (i) In relation to clause 72(f), where it is not possible to provide separate sleeping arrangements, members will be paid an additional incidental allowance as published by the Commissioner in the Police Gazette from time to time to compensate for sharing a bedroom.
- (j) There is no additional amount payable where members choose of their volition to share accommodation.
- (k) Where accommodation as defined in this clause cannot be provided the member will be entitled to receive payment of the Camping Allowance.

Meals

- (l) A member cannot claim a Meal Allowance for a meal that is provided at the expense of the organisation such as where meals are part of the accommodation or conference.
- (m) An overtime meal allowance will not be paid where a member has already received or will receive a Travelling Allowance Meal Allowance within 4 hours of the overtime meal allowance otherwise being incurred.
- (n) Where the total cost of meals for the whole of the absence exceeds the amount provided and receipts are provided, actual and reasonable expenses may be reimbursed at the discretion of the Commissioner.

Incidental and Other Costs

- (o) The costs of official phone calls, faxes, postage, and official business taxi fares are paid for by the organisation. If required, members may be reimbursed these costs upon production of receipts.

Calculating the Allowance

- (p) Travelling Allowance consists of Breakfast, Lunch and Dinner components, plus an amount for incidentals and is paid on a pro-rata basis from the time of departure to the time of return, rounded to the nearest half-hour.

Out of Pocket Expenses

- (q) Where a member has been advanced Travelling Allowance, and the allowance is insufficient to meet actual expenses, an advance up to the level of expenses paid may be made, upon production of receipts.

73. Relocation Allowance on Transfer

Eligibility

- (a) Where a member is transferred from one location to another, the member may be paid a relocation allowance for the purpose of assisting the member and his/her family with the expenses associated with the relocation.

Relocation allowance

- (b) The rate of relocation allowance will be paid in respect of:
 - (i) An employee only; and
 - (ii) In respect of an employee with a resident family unit.
- (c) For the purpose of this allowance, the resident family unit rate is applicable where the member's de facto, children or any other person who resided with the member as part of the member's family unit prior to relocation, accompanied the member at time of transfer.

Payment of the allowance

- (d) Where a member is provided with departmental accommodation, the Commissioner or his delegate shall approve payment of a relocation allowance at the applicable rate, as published in the Police Gazette, referred to under this section:
 - (i) of a once only payment of one fortnight's allowance; or
 - (ii) payment of the fortnightly allowance until departmental provided accommodation is available.
- (e) Where a member is not provided with departmental accommodation, the Commissioner or his delegate shall approve payment of one (1) fortnight's

relocation allowance at the applicable rate, as published in the Police Gazette.

Disturbance allowance

- (f) Members who are required to relocate from one location to another shall be paid a disturbance allowance at the applicable rate, as published in the Police Gazette.
- (g) Members who are required to relocate within the same geographical location will be paid Disturbance Allowance at the single rate only.

74. Relocation Expenses

- (a) Where a member is transferred from one geographical location to another geographical location, the Commissioner or his delegate shall approve relocation expenses for the removal of reasonable household furniture and personal effects.
- (b) Where a member, excluding the rank of Auxiliary (other than Tennant Creek), is required to relocate from one residence to another in the same location at the direction of the Commissioner (except where a move is as a result of a change in entitlement applied for by the member), the Commissioner or his delegate shall approve expenses for the relocation of reasonable household furniture and personal effects.
- (c) Where a member, excluding the rank of Auxiliary (other than Auxiliary stationed at Tennant Creek), has a change in family circumstances (not relating to the purchase of their own accommodation), resulting in a change in housing entitlement, the Northern Territory Police Force is not responsible for relocating the member or for covering their relocation expenses. However, the Commissioner or his delegate will reimburse costs relating to the relocation, upon production of receipts, to the value of:
 - Single member – up to \$1,000
 - Member with dependents – up to \$2,000
- (d) Members who choose to relocate from police supplied housing into their own accommodation are responsible for their own relocation expenses and no allowances or relocation assistance is payable by Northern Territory Police Force.

PART 9 – CAMPING PROVISIONS

75. Camping Allowance

Clause 115 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (a) Where a member, in the course of employment, is required to camp out overnight using makeshift accommodation such as a swag or tent, the Commissioner will approve payment of a Camping Allowance at the rate set out in the relevant Consent Agreement as varied from time to time, to compensate for the physical discomfort of camping and for reasonable provisioning.
- (b) A member in receipt of Camping Allowance who desires and is able to travel to and from home each day to perform duty at the camp, may, with the approval of their Officer in Charge, do so.
- (c) Where approval is given under clause 75(b) to return home at the conclusion of a rostered shift at a camp, the member shall not be entitled to the Camping Allowance, however the member shall be entitled to payment of the relevant component of Travel Allowance for the travel undertaken to and from the camp and their usual place of abode, provided that:
 - (i) the amount of Travel Allowance payable shall not, without the consent of the Commissioner, exceed the amount that would have been payable as camping allowance had the member remained at the camp overnight;
 - (ii) the member travels outside of their normal rostered shift; and;
 - (iii) such travel shall be without access to a claim for excess travelling time or overtime.
- (d) Camping Allowance is not payable during any period of leave whether paid or unpaid except personal leave while remaining in a camping situation.
- (e) Payment of Camping Allowance shall be made in advance for the whole period of intended absence prior to commencing travel to the camp. Any portion of the allowance paid in advance shall be recoverable from the member if they return to their home location prior to the anticipated return date. Further payments of the allowance shall be made as soon as practicable for such further anticipated period or periods where it becomes apparent the period of absence will continue past the intended period.

76. Camping Equipment Allowance

Clause 116 of Determination No. 1 of 2011 shall be varied for the life of this Agreement by:

- (a) excluding members attached to the Territory Response Group from being eligible to claim this allowance; and
- (b) effective from 1 July 2018, payment of all claims made in accordance with clause 116.5 of Determination No. 1 of 2011 shall be made by reimbursement only, subject to provision of satisfactory receipts.

PART 10 - FUTURE DIRECTIONS AND ONGOING CONSULTATIONS

77. Re-Write of Determination

The parties agree to the review and modernise Determination No. 1 of 2011 during the life of this Agreement including the incorporation of agreed to clauses of this Agreement.

78. Remote and Regional Locations Working Party

During the life of this Agreement, the parties agree to maintain the joint working party to continue to examine the issues impacting on the attraction and retention of members to remote and regional locations in accordance with the agreed Terms of Reference.

79. Auxiliary and Aboriginal Community Police Officer Schemes

- (a) The parties agree that changes to conditions of employment for Auxiliaries and Aboriginal Community Police Officers shall be implemented when commensurate with the further development of the Auxiliary and Aboriginal Community Police Officer Schemes.
- (b) Changes agreed pursuant to this clause are excluded from the no extra claims provisions.
- (c) The parties agree to commence a review of the Aboriginal Community Police Officer rank within 12 months of the certification of the agreement with the review to be completed prior to the expiry of the agreement.

80. Performance Management and Appraisal Systems

During the life of this Agreement, the parties agree to continue to develop and implement My Career or other agreed Performance Management Systems and to ensure members, supervisors and management are receiving suitable professional development.

81. Professional Development

The parties affirm that:

- (a) They are committed to continuation of the Training and Assessment Advisory Committee as the peak decision-making body on training, staff development and related issues and to assist in implementation of resultant changes endorsed by the Committee and where required the Commissioner of Police.
- (b) Members are responsible for the maintenance and currency of their professional knowledge.
- (c) Members have an obligation to be pro-active in meeting their competency requirements for incremental progression.
- (d) The Department and the NTPA, through the Training and Assessment Advisory Committee, will develop a set of principles in order to ensure equity and merit in the level of assistance given to members.

82. Evaluation of Job Evaluation System (JES)

There shall be ongoing consultation regarding JES that may, as required, address issues such as:

- (a) Any major reorganisation of positions within the NTPF.
- (b) Any significant change to JES or the process itself.

83. Fatigue Management Policy

Introduction of a Fatigue Management Policy

- (a) The NTPF agrees to develop and implement a fatigue management policy to ensure the work health and safety of members.
- (b) The fatigue management policy will be developed in consultation with the NTPA.
- (c) An approved agreed fatigue management policy is to be published to the workforce within 12 months of the certification of the new agreement.

SIGNATORIES TO THE NORTHERN TERRITORY POLICE FORCE CONSENT AGREEMENT 2019

IN WITNESS WHEREOF the parties have executed this Agreement:

Dated this 28TH day of APRIL 2023

Signed by THE HONOURABLE
PAUL KIRBY MLA
Minister for Public Employment

A handwritten signature in blue ink, appearing to read 'Paul Kirby', written over a dotted line.

Signed by PAUL DAMIEN MCCUE
President
Northern Territory Police Association Incorporated

A handwritten signature in black ink, appearing to read 'Paul Damien McCue', written over a dotted line.

This Agreement is certified by the Police Arbitral Tribunal in pursuance of section 53(2) of the *Police Administration Act*.

Dated this _____ day of _____ 2023

ORIGINAL SIGNED

ORIGINAL SIGNED

ORIGINAL SIGNED

.....
I. ASBURY

.....
A. MCGILL

.....
R. MURPHY

ATTACHMENT A – SALARY RATES

1. Arrangements

- (a) Members will move to the new salary rates as at 30 June 2022 as set out in Clauses 7 to 10 of this Attachment.
- (b) Members will retain their current increment date and move to the next salary point on their usual increment date.
- (c) New members will commence at a level in accordance with these provisions and progress by annual increment.

2. Aboriginal Community Police Officer

Clauses 117.3 and 117.4 of Determination No. 1 of 2011 shall be varied for the life of this Agreement by:

- (a) Members appointed to the rank of Aboriginal Community Police Officer will progress through the increments based on years of service.

3. Constable First Class

- (a) Abbreviation shall be Constable 1/C. Insignia shall be 1 stripe. Eligibility: to qualify for Constable First Class, members must meet the following:
 - (i) Constables with 4 completed years of service; and
 - (ii) Current qualifications in OSTT being Defensive Tactics, Glock and Senior First Aid (or equivalent); and
 - (iii) The member has passed all relevant mandatory College online assessments.
- (b) To move between pay levels of Constable First Class, members must maintain currency of qualifications in OSTT being Defensive Tactics, Glock and Senior First Aid (or equivalent).

4. Senior Constable First Class (Preserved Rank)

- (a) Abbreviation shall be Senior Constable 1/C. Insignia shall be 2 stripes and a bar. Eligibility: Members who meet the following requirements shall have access to the Senior Constable First Class pay increments:
- (b) Members gazetted at the rank of Senior Constable First Class on the day prior to the certification of the 2022 NTPF Consent Agreement will retain that rank, whilst they remain at that rank.
- (c) Where a member gazette at the rank of Senior Constable First Class undertakes a period of temporary higher duties, they will be eligible to return to the Senior Constable First Class rank on the cessation of temporary higher duties.

- (d) The applicable salaries are outlined at clause 7 and 8 of Attachment A.

5. Salary Increases

Salary increases and effective dates are as follows:

- (a) 1% structural increase to all Ranks, effective from the beginning of the first pay period commencing on or after 30 June 2022;
- (b) 2.4% structural increase for the Rank of Superintendent, effective from the beginning of the first pay period commencing on or after 30 June 2022;
- (c) Following the structural increases in (a) and (b), 3% salary increase to all Ranks effective from the beginning of the first pay period commencing on or after 30 June 2022;
- (d) 3% salary increase to all Ranks effective from the beginning of the first pay period commencing on or after 30 June 2023; and
- (e) 3% salary increase to all Ranks effective from the beginning of the first pay period commencing on or after 30 June 2024.

6. Salary Rates – General

Attachment A of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced by the salaries and structure set out below. Increases will be paid as specified in Clauses 7 to 10 of this Attachment.

7. Salary Rates – Seven weeks leave

Salary Rate	FPPC on or after 30.06.2021 2.5%	FPPC on or after 30.06.2022 Base Salary 3% Structural Increase 1%	FPPC on or after 30.06.2023 3%	FPPC on or after 30.06.2024 3%
ACPO 1	\$59,237	\$61,624	\$63,473	\$65,377
ACPO 2	\$61,604	\$64,087	\$66,009	\$67,990
ACPO 3	\$64,069	\$66,651	\$68,651	\$70,710
ACPO 4	\$66,632	\$69,317	\$71,397	\$73,539
ACPO 1/C	\$69,297	\$72,090	\$74,252	\$76,480
Snr ACPO 6 yrs	\$72,416	\$75,334	\$77,594	\$79,922
Snr ACPO 10 yrs	\$74,951	\$78,347	\$80,697	\$83,118
Snr ACPO 15 yrs		\$81,481	\$83,926	\$86,444
Snr ACPO 20 yrs		\$84,741	\$87,283	\$89,901
Police Auxiliary 1	\$59,237	\$61,624	\$63,473	\$65,377
Police Auxiliary 2	\$61,604	\$64,087	\$66,009	\$67,990
Police Auxiliary 3	\$64,069	\$66,651	\$68,651	\$70,710
Police Auxiliary 4	\$66,632	\$69,317	\$71,397	\$73,539
Auxiliary 1/C	\$69,297	\$72,090	\$74,252	\$76,480
Snr Auxiliary 6 yrs	\$72,416	\$75,334	\$77,594	\$79,922
Snr Auxiliary 10 yrs	\$75,312	\$78,347	\$80,697	\$83,118
Snr Auxiliary 15 yrs	\$78,325	\$81,481	\$83,926	\$86,444
Snr Auxiliary 20 yrs	\$81,458	\$84,741	\$87,283	\$89,901
Recruit in training	\$61,914	\$64,409	\$66,341	\$68,332
Recruit after 4 mths	\$65,628	\$68,273	\$70,321	\$72,431
Constable 1 (Graduation to end 12 months service)	\$72,192	\$75,101	\$77,354	\$79,675
Constable 2 (Probationer to 24 months)	\$73,635	\$76,602	\$78,901	\$81,268
Constable 3	\$75,108	\$78,135	\$80,479	\$82,893
Constable 4	\$76,610	\$79,697	\$82,088	\$84,551
Constable 1/C 5	\$78,141	\$81,290	\$83,729	\$86,241
Constable 1/C 6	\$79,704	\$82,916	\$85,404	\$87,966
Constable 1/C 7	\$81,299	\$84,575	\$87,113	\$89,726
Constable 1/C 8	\$82,926	\$86,268	\$88,856	\$91,522
Constable 1/C 9	\$84,583	\$87,992	\$90,631	\$93,350
Constable 1/C 10	\$86,274	\$89,751	\$92,443	\$95,217
Senior Constable 1	\$90,588	\$94,239	\$97,066	\$99,978
Senior Constable 2	\$92,399	\$96,123	\$99,006	\$101,977
Senior Constable 3	\$94,248	\$98,046	\$100,988	\$104,017
Senior Constable 4	\$96,132	\$100,006	\$103,006	\$106,096
Senior Constable 5	\$98,056	\$102,008	\$105,068	\$108,220
Senior Constable 6	\$100,017	\$104,048	\$107,169	\$110,384
Senior Constable 1/C 1	\$103,517	\$107,689	\$110,919	\$114,247
Senior Constable 1/C 2	\$105,069	\$109,303	\$112,582	\$115,960
Senior Constable 1/C 3	\$106,647	\$110,945	\$114,273	\$117,701
Sergeant 1	\$108,246	\$112,608	\$115,987	\$119,466
Sergeant 2	\$109,979	\$114,411	\$117,843	\$121,379
Sergeant 3	\$111,738	\$116,241	\$119,728	\$123,320
Sergeant 4	\$113,526	\$118,101	\$121,644	\$125,293
Sergeant 5	\$115,341	\$119,989	\$123,589	\$127,297
Senior Sergeant 1	\$119,380	\$124,191	\$127,917	\$131,754
Senior Sergeant 2	\$121,408	\$126,301	\$130,090	\$133,992
Senior Sergeant 3	\$123,473	\$128,449	\$132,302	\$136,272
Senior Sergeant 4	\$125,571	\$130,632	\$134,550	\$138,587

8. Salary Rates – Six Weeks Leave

Salary Rates	FPPC on or after 30.06.2021 2.5%	FPPC on or after 30.06.2022 Base Salary 3% Structural Increase 1% Superintendent Structural Increase 2.4%	FPPC on or after 30.06.2023 3%	FPPC on or after 30.06.2024 3%
ACPO 1	\$61,073	\$63,534	\$65,440	\$67,403
ACPO 2	\$63,515	\$66,075	\$68,057	\$70,099
ACPO 3	\$66,055	\$68,717	\$70,779	\$72,902
ACPO 4	\$68,697	\$71,465	\$73,609	\$75,818
ACPO 1/C	\$71,445	\$74,324	\$76,554	\$78,851
Snr ACPO 6 yrs	\$74,661	\$77,670	\$80,000	\$82,400
Snr ACPO 10 yrs	\$77,274	\$80,775	\$83,198	\$85,694
Snr ACPO 15 yrs		\$84,007	\$86,528	\$89,123
Snr ACPO 20 yrs		\$87,366	\$89,987	\$92,687
Police Auxiliary 1	\$61,073	\$63,534	\$65,440	\$67,403
Police Auxiliary 2	\$63,515	\$66,075	\$68,057	\$70,099
Police Auxiliary 3	\$66,055	\$68,717	\$70,779	\$72,902
Police Auxiliary 4	\$68,697	\$71,465	\$73,609	\$75,818
Auxiliary 1/C	\$71,445	\$74,324	\$76,554	\$78,851
Snr Auxiliary 6 yrs	\$74,661	\$77,670	\$80,000	\$82,400
Snr Auxiliary 10 yrs	\$77,646	\$80,775	\$83,198	\$85,694
Snr Auxiliary 15 yrs	\$80,753	\$84,007	\$86,528	\$89,123
Snr Auxiliary 20 yrs	\$83,982	\$87,366	\$89,987	\$92,687
Recruit in training	\$63,833	\$66,405	\$68,398	\$70,450
Recruit after 4 mths	\$67,663	\$70,390	\$72,502	\$74,677
Constable 1 (Graduation to end 12 months service)	\$74,428	\$77,427	\$79,750	\$82,143
Constable 2 (Probationer to 24 months)	\$75,918	\$78,977	\$81,347	\$83,787
Constable 3	\$77,436	\$80,557	\$82,973	\$85,463
Constable 4	\$78,985	\$82,168	\$84,633	\$87,172
Constable 1/C 5	\$80,565	\$83,812	\$86,326	\$88,916
Constable 1/C 6	\$82,175	\$85,487	\$88,051	\$90,693
Constable 1/C 7	\$83,820	\$87,198	\$89,814	\$92,508
Constable 1/C 8	\$85,494	\$88,939	\$91,608	\$94,356
Constable 1/C 9	\$87,206	\$90,720	\$93,442	\$96,245
Constable 1/C 10	\$88,949	\$92,534	\$95,310	\$98,169
Senior Constable 1	\$93,398	\$97,162	\$100,077	\$103,079
Senior Constable 2	\$95,265	\$99,104	\$102,077	\$105,140
Senior Constable 3	\$97,171	\$101,087	\$104,120	\$107,243
Senior Constable 4	\$99,114	\$103,108	\$106,202	\$109,388
Senior Constable 5	\$101,096	\$105,170	\$108,325	\$111,575
Senior Constable 6	\$103,118	\$107,274	\$110,492	\$113,807
Senior Constable 1/C 1	\$106,727	\$111,028	\$114,359	\$117,790
Senior Constable 1/C 2	\$108,328	\$112,694	\$116,074	\$119,557
Senior Constable 1/C 3	\$109,954	\$114,385	\$117,817	\$121,351
Sergeant 1	\$111,602	\$116,100	\$119,583	\$123,170
Sergeant 2	\$113,388	\$117,958	\$121,496	\$125,141
Sergeant 3	\$115,201	\$119,844	\$123,439	\$127,142
Sergeant 4	\$117,045	\$121,762	\$125,415	\$129,177
Sergeant 5	\$118,918	\$123,710	\$127,422	\$131,244
Senior Sergeant 1	\$123,080	\$128,040	\$131,881	\$135,838
Senior Sergeant 2	\$125,172	\$130,216	\$134,123	\$138,147
Senior Sergeant 3	\$127,300	\$132,430	\$136,403	\$140,495
Senior Sergeant 4	\$129,465	\$134,682	\$138,723	\$142,885
Superintendent 2	\$166,834	\$177,723	\$183,054	\$188,546
Superintendent 3	\$170,504	\$181,632	\$187,081	\$192,694
Superintendent 4	\$174,256	\$185,629	\$191,198	\$196,934

9. Forensic Services Branch – Seven Weeks Leave

Forensic Services Branch Salary Rates	FPPC on or after 30.06.2021 2.5%	FPPC on or after 30.06.2022 Base Salary 3% Structural Increase 1%	FPPC on or after 30.06.2023 3%	FPPC on or after 30.06.2024 3%
Examiner Level 1	\$81,732	\$85,026	\$87,577	\$90,204
Examiner Level 2	\$84,349	\$87,748	\$90,381	\$93,092
Examiner Level 3	\$86,961	\$90,466	\$93,179	\$95,975
Examiner Level 4	\$88,621	\$92,192	\$94,958	\$97,807
Examiner Level 5	\$90,607	\$94,258	\$97,086	\$99,999
Senior Examiner Level 1	\$95,133	\$98,967	\$101,936	\$104,994
Senior Examiner Level 2	\$98,305	\$102,267	\$105,335	\$108,495
Senior Examiner Level 3	\$101,488	\$105,578	\$108,745	\$112,008
Senior Examiner Level 4	\$104,673	\$108,891	\$112,158	\$115,523
Principal Examiner Level 1	\$111,034	\$115,509	\$118,974	\$122,543
Principal Examiner Level 2	\$117,497	\$122,232	\$125,899	\$129,676
Senior Principal Examiner	\$121,198	\$126,082	\$129,865	\$133,761
Senior Technical Administrator Level 1	\$123,038	\$127,996	\$131,836	\$135,791
Senior Technical Administrator Level 2	\$125,019	\$130,057	\$133,959	\$137,978

10. Forensic Services Branch – Six Weeks Leave

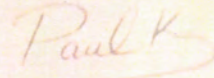
Forensic Services Branch Salary Rates	FPPC on or after 30.06.2021 2.5%	FPPC on or after 30.06.2022 Base Salary 3% Structural Increase 1%	FPPC on or after 30.06.2023 3%	FPPC on or after 30.06.2024 3%
Examiner Level 1	\$84,266	\$87,662	\$90,292	\$93,001
Examiner Level 2	\$86,961	\$90,466	\$93,179	\$95,975
Examiner Level 3	\$89,660	\$93,273	\$96,071	\$98,954
Examiner Level 4	\$91,364	\$95,046	\$97,897	\$100,834
Examiner Level 5	\$93,416	\$97,181	\$100,096	\$103,099
Senior Examiner Level 1	\$98,081	\$102,034	\$105,095	\$108,248
Senior Examiner Level 2	\$101,354	\$105,439	\$108,602	\$111,860
Senior Examiner Level 3	\$104,633	\$108,850	\$112,115	\$115,479
Senior Examiner Level 4	\$107,917	\$112,266	\$115,634	\$119,103
Principal Examiner Level 1	\$114,475	\$119,088	\$122,661	\$126,341
Principal Examiner Level 2	\$121,141	\$126,023	\$129,804	\$133,698
Senior Principal Examiner	\$124,956	\$129,992	\$133,891	\$137,908
Senior Technical Administrator Level 1	\$126,852	\$131,964	\$135,923	\$140,001
Senior Technical Administrator Level 2	\$128,894	\$134,088	\$138,111	\$142,254

SIGNATORIES TO THE NORTHERN TERRITORY POLICE FORCE CONSENT AGREEMENT 2019

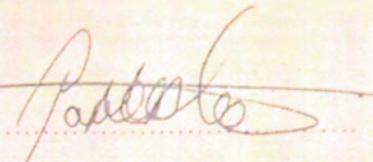
IN WITNESS WHEREOF the parties have executed this Agreement

Dated this 25th day of April 2023

Signed by THE HONOURABLE
PAUL KIRBY MLA
Minister for Public Employment



Signed by PAUL DAMIEN MCCUE
President
Northern Territory Police Association Incorporated



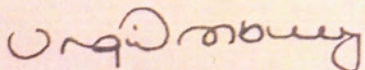
This Agreement is certified by the Police Arbitral Tribunal in pursuance of section 53(2) of the *Police Administration Act*.

Dated this day of 2023

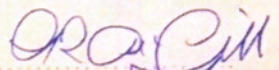
ORIGINAL SIGNED

ORIGINAL SIGNED

ORIGINAL SIGNED



I. ASBURY



A. MCGILL

R. MURPHY

SIGNATORIES TO THE NORTHERN TERRITORY POLICE FORCE CONSENT AGREEMENT 2019

IN WITNESS WHEREOF the parties have executed this Agreement:

Dated this 28TH day of APRIL 2023

Signed by THE HONOURABLE
PAUL KIRBY MLA
Minister for Public Employment



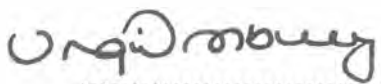
Signed by PAUL DAMIEN MCCUE
President
Northern Territory Police Association Incorporated



This Agreement is certified by the Police Arbitral Tribunal in pursuance of section 53(2) of the *Police Administration Act*.

Dated this _____ day of _____ 2023

ORIGINAL SIGNED



I. ASBURY

ORIGINAL SIGNED



A. MCGILL

ORIGINAL SIGNED



R. BRYSON