

**PROPOSED**

**Correctional Officer (NTPS)**

**2025-2029 Enterprise Agreement**

**EXPLANATORY NOTES**

**THIS DOCUMENT REFLECTS THE CHANGES IN THE PROPOSED  
AGREEMENT COMPARED WITH THE CURRENT AGREEMENT**

**Introduction**

- i. Reference to the 'current agreement' means the *Correctional Officer (NTPS) 2021-2025 Enterprise Agreement* (ID AE519759) and reference to the 'new agreement' means the proposed Northern Territory Public Sector 2025-2029 Enterprise Agreement.
- ii. References to the 'NTPS' means the Northern Territory Public Sector.
- iii. References to the 'Modern Award' means the NTPS Modern Enterprise Award 2016.
- iv. Technical changes have been made throughout the new Agreement that are not included in the explanatory notes, including;
  - a. the current agreement has been reformatted and reorganised into new parts that collate related entitlements or subject matter;
  - b. adopting gender neutral language and plain English language, where appropriate, without affecting entitlements or conditions;
  - c. changes to address grammar, punctuation and clause numbering updates.
- v. This document is in numerical order of the clause numbers under the new Agreement. Unless specified otherwise, the explanatory notes are referring to the new Agreement clauses. An explanation of how the provision or entitlement has translated from the current agreement to the new Agreement is included.
- vi. Clause numbers vary from the current agreement due to the removal of some clauses, introduction of new clauses and reorganisation of existing clauses and schedules.
- vii. Legislation referenced in the new Agreement can be accessed on the following webpages:

Commonwealth: [www.legislation.nt.gov.au](http://www.legislation.nt.gov.au)

Northern Territory: [www.legislation.gov.au/Home](http://www.legislation.gov.au/Home)
- viii. Public Sector Employment and Management By-laws, Employment Instructions and Determinations can be accessed on the Office of the Commissioner for Public Employment webpage: <https://ocpe.nt.gov.au/employment-law>.

**Further information on the proposed new Agreement**

If you would like further information on the new Agreement, please contact the Employee Relations unit in the Office of the Commissioner for Public Employment on telephone **08 8999 4282**.

## **The Structure**

The new Agreement contains 6 Parts, and 2 Schedules as follows:

<b>Part</b>	<b>Title</b>	<b>Clause Numbers</b>
Part 1	APPLICATION AND OPERATION OF AGREEMENT	1 - 11
Part 2	SALARIES AND ALLOWANCES	12 - 24
Part 3	LEAVE	25 - 51
Part 4	HOURS OF DUTY, ROSTERING AND OVERTIME	52 - 68
Part 5	GENERAL EMPLOYMENT CONDITIONS	69 - 87
Part 6	FUTURE DIRECTIONS AND ONGOING CONSULTATION	88 - 96

<b>Schedule</b>	<b>Title</b>
Schedule 1	RATES OF PAY
Schedule 2	NORTHERN TERRITORY PUBLIC SECTOR REDEPLOYMENT AND REDUNDANCY ENTITLEMENTS

## **Parts 1 to 6 – Changes Explained**

### **Part 1 Application and Operation of Agreement**

**1. Title**

The title has been changed to Correctional Officer (NTPS) 2025-2029 Enterprise Agreement.

**2. National Employment Standards**

There is no change to this clause.

**3. Parties covered by this Agreement**

All references to the “Commissioner” in this clause, have been changed to clarify this is the “Commissioner for Public Employment”.

**4. Definitions**

The agency name has been changed to the Department of Corrections.

The agreement name has been changed to “Correctional Officer (NTPS) 2025-2029 Enterprise Agreement”.

The definition of employer has been updated to clarify this is the Commissioner for Public Employment.

The definition for core training has been removed as core training has been moved to a standalone clause.

**5. Period of Operation**

This clause has been changed to reflect the nominal expiry of the new Agreement to be 2 December 2029.

**6. Relationship to Other Instruments**

There is no change to this clause.

**7. Relationship with PSEM Act**

Clause 7.2 has been updated to remove the reference to By-law 8 Long Service leave. All By-laws relating to leave entitlements except By-law 5 Recreation Leave Loading and By-law 20 Release for Jury Leave, are now included in the new agreement.

**8. No Extra Claims**

There is no change to this clause.

**9. Objectives of the Agreement**

There is no change to this clause.

**10. Productivity and Efficiency**

There is no change to this clause.

**11. Dispute Settling Procedures**

Clause 11.5(g) has been removed as these were transitional provisions which no longer have effect.

**Part 2 SALARIES AND ALLOWANCES**

**12. Rates of Pay**

Clause 12.1 outlines the salary increases applicable to each year of the new agreement.

**13. Increments**

There is no change to this clause.

**14. Consolidated Allowance**

There is no change to this clause.

**15. Higher Duties Allowance**

There is no change to this clause.

**16. Core Training Instructor Allowance**

Clause 16.1 outlines the new Core Instructor Training Allowance rates for each year of the new agreement.

**17. Electrical Subsidy for Employees in Remote Localities**

There is no change to this clause.

**18. Correctional Officer Night Shift Payment**

Clause 18.2 outlines the new Correctional Officer Night Shift Payment rates for each year of the new agreement.

Clause 18.3 in the current agreement has been removed from the new agreement as these were transitional provisions which no longer have effect.

**19. Northern Territory Allowance**

There is no change to this clause.

**20. Travelling Allowances**

There is no change to this clause.

**21. Camping Allowance**

There is no change to this clause.

**22. Retention and Attraction Allowance – Alice Springs**

Clause 22.2, 22.3 and 22.5 in the current Agreement have been removed as they were transitional provisions that no longer have effect. The entitlement has also been improved to increase the amount per annum for an employee after 3 years of service in Alice Springs.

**23. Wellness and Fitness Capability Allowance**

This clause has been retitled as Wellness and Fitness Capability Allowance.

Clause 23.3 has been updated. This allowance may now be used for fitness related equipment.

The allowance has also now been increased to \$1,000 for all employees per annum, subject to completion of their mandatory Core Training in the previous calendar year. The clause commits that an employee may claim the full entitlement should mandatory Core Training not be delivered by the agency.

Clause 23.2 provides that a member of the Dog Squad or Immediate Action Team are entitled to claim a further \$1,000 allowance following completion of specialist training as a fitness capability allowance.

**24. Work Camp Special Allowance**

This is a new clause in the agreement providing the current entitlement in Determination 1016 of 2024 and extending the allowance to an employee who holds either a Certificate IV in Training and Assessment or a trade qualification determined to be relevant.

**Part 3 Leave**

**25. Parental Leave**

This is clause 24 in the current agreement.

References to 4 years and 49 weeks have been updated to 4 years and 35 weeks to be consistent with the rest of the provision. The entitlement remains unchanged.

Examples 1 and 2 in clauses 25.8(b)(iii)B and clause 25.8(iv)B have been updated to reflect the eligibility for primary carer parental leave will be determined by the length of continuous service at the "commencement of parental leave", removing the existing provision "at the birth."

**26. Compassionate Leave**

This is clause 25 in the current agreement.

A new clause 26.8 has been included to enable employees to utilise paid compassionate leave during periods of recreation leave.

**27. Personal Leave**

This is clause 26 in the current agreement. Significant improvements have been made to this clause.

Clause 27.1(c) clarifies that an employee can use personal leave to attend a medical appointment for preventative care, surgical procedures or to discuss health issues for either themselves or to provide care or support to their immediate family or household member.

Cause 27.5 clarifies the documentation requirements for attending a medical appointment which can include a certificate of attendance from either the registered

health practitioner or a person who works for the registered health practitioner and will also be accepted to a medical appointment to support an immediate family or household member. This clause also entitles an employee to a reasonable amount of time to attend the appointment and the associated travel time.

A note has also been added stating employees accessing personal leave without documentary evidence must only access it in accordance with clause 27.1.

**28. Workers' Compensation Leave and Entitlements**

This is clause 27 in the current agreement.

Clause 28.4 has been updated to reflect the NTPS Workers Compensation provider role in forming a return to work plan.

**29. Infectious Disease Leave**

This is clause 28 in the current agreement. There is no change to this clause.

**30. War Service Leave**

This is clause 29 in the current agreement. There is no change to this clause.

**31. Recreation Leave**

This is clause 30 in the current agreement.

New subclause 31.7 provides employees may access compassionate leave during periods of approved recreation leave with the relevant period of recreation leave to be recredited. Where recreation leave is approved on half pay, personal leave granted in lieu shall be at half pay and compassionate leave shall be at full pay. Previously this clause only provided for personal leave reflected at 30.6 of the current agreement which has been incorporated into 31.7.

**32. Recreation Leave at Half Pay**

This is clause 31 in the current agreement. There is no change to this clause.

**33. Recreation Leave Arrangements and Rostering**

This is clause 32 in the current agreement. There is no change to this clause.

**34. Recall From Recreation Leave**

This is clause 33 in the current agreement. There is no change to this clause.

**35. Flexible Lifestyle (Purchased Leave)**

This is clause 34 in the current agreement. There is no change to this clause.

**36. Long Service Leave**

This is clause 35 in the current agreement.

By-law 8 of the PSEM Act, Long Service Leave, has been moved into the new Agreement. This is to create consistency as all other leave related by-laws are in the

new Agreement. Employees will retain already existing provisions where those provisions are more favourable than those contained in the By-Law.

**37. Cultural and Ceremonial Leave**

This is clause 36 in the current agreement. There is no change to this clause.

**38. NAIDOC Week Leave**

This is clause 37 in the current agreement. There is no change to this clause.

**39. Kinship Obligation Leave**

This is clause 38 in the current agreement. There is no change to this clause.

**40. Domestic, Family and Sexual Violence Leave**

This is clause 39 in the current agreement. There is no change to this clause.

**41. Defence Service Leave**

This is clause 40 in the current agreement. There is no change to this clause.

**42. Special Leave Without Pay**

This is clause 41 in the current agreement. There is no change to this clause.

**43. Leave to Attend Arbitration Business**

This is clause 42 in the current agreement. There is no change to this clause.

**44. Release to Attend as a Witness**

This is clause 43 in the current agreement. There is no change to this clause.

**45. Emergency Leave**

This is clause 44 in the current agreement. There is no change to this clause.

**46. Blood and Plasma Donor Leave**

This is clause 45 in the current agreement.

This clause has been enhanced to include when an employee donates plasma.

**47. Leave to Engage in Voluntary Emergency Management Activities**

This is clause 46 in the current agreement.

This clause has been updated to clarify leave may be approved for prevention, preparation, response or recovery purposes when an emergency event is predicted. The current clause only covers for response and recovery if an emergency event occurs.

**48. Foster and Kinship Carers leave**

This is clause 47 in the current agreement. There is no change to this clause.

**49. Gender Transition Leave**

This is clause 48 in the current agreement. There is no change to this clause.

**50. Supporting Living Organ Donor Leave**

This is a new clause in the agreement that allows employees to participate in the Australian Government's Supporting Living Organ Donors Program. The program provides reimbursement of leave at the National Minimum Wage Rate.

**51. Health Screening Leave**

This is clause 49 in the current agreement. There is no change to this clause.

**Part 4 Hours of Duty, Rostering and Overtime**

**52. Hours of Duty**

This is clause 50 in the current agreement. There is no change to this clause.

**53. Span of Hours**

This is clause 51 in the current agreement. There is no change to this clause.

**54. Part-time Employment**

This is clause 52 in the current agreement. There is no change to this clause.

**55. Casual Employment**

This is clause 53 in the current agreement.

Clause 55.1 has been revised to align with changes to the 'Employer Choice' pathway under the *Fair Work Act 2009* (FW Act). An employee may submit written notice to become an ongoing employee.

**56. Public Holidays**

This is clause 54 in the current agreement. There is no change to this clause.

**57. Cyclic Roster**

This is clause 55 in the current agreement. There is no change to this clause.

**58. Minimum Notice of Roster Change**

This is clause 56 in the current agreement. There is no change to this clause.

**59. Meal Breaks**

This is clause 57 in the current agreement. There is no change to this clause.

**60. Overtime**

This is clause 58 in the current agreement. There is no change to this clause.

**61. Minimum Rest Period Because of Overtime**

This is clause 59 in the current agreement. There is no change to this clause.

**62. Backfill a Shift on Short Notice**

This is clause 60 in the current agreement. There is no change to this clause.

**63. Rest on Night Shift**

This is clause 61 in the current agreement. There is no change to this clause.

**64. Restrictive Duty – Duty Employee**

This is clause 62 in the current agreement. There is no change to this clause.

**65. Individual Flexible Working Arrangements**

This is clause 63 in the current Agreement. This clause has been revised and reformatted consistent with changes to the *Fair Work Act 2009* (Cth).

New clause 65.2 details the conditions the employer must abide by if they wish to initiate the making of an individual flexibility arrangement. These include, providing the proposal in writing to the employee, ensuring the employee understands the proposal and meeting with the employee to discuss the proposal if the employee requests to do so.

New clause 65.3 details the conditions where the employer proposes to enter into an individual flexibility arrangement with an employee, the employer must meet with the employee to discuss the proposal prior to entering the individual flexibility arrangement if the employee requests such a meeting.

Clause 65.5 (63.5 in the current Agreement) now includes 2 further requirements; that the individual flexibility arrangement include the name of the employer and the employee and that it describes how the arrangement can be terminated.

New clause 65.8 specifies that the termination of an arrangement be per clause 65.7(a) with cessations effective at the end of the notice period.

New clause 65.10 determines that clause 11 (Dispute Settling Procedures) applies to disputes raised under this clause.

**66. Variation to Working Arrangements for Groups of Employees**

This is clause 64 in the current agreement.

Minor changes have been made to this clause including updating references from the “agency” to the “CEO” and “Commissioner” to “employer”; and clarifying that a nominated representative may include a union delegate. The entitlement remains unchanged.

**67. Flexible Work – General Principles and Requirements**

This is clause 65 in the current agreement. There is no change to this clause.

**68. Time Off in Lieu**

This is clause 66 in the current agreement.

Clause 68.1 increases the maximum time off in lieu that an employee may accrue from 80 hours to 120 hours.

Clause 68.3 (clause 66.3 in the current agreement) has also been enhanced to extend the timeframe for all Correctional Officers to use their accrued time off within 12 months from the original date of accrual, rather than 8 months. This was previously only available to Correctional Officers in Alice Springs.

**Part 5 General Employment Conditions**

**69. Support and Wellbeing – Employee Assistance Program**

This is clause 67 in the current agreement.

Clause 69.2 (clause 67.2 in the current agreement) provides employees, and their families may access up to 6 sessions of professional and confidential counselling services for each issue, which may be conducted remotely.

New clause 69.4 provides employees accessing approved Employee Assistance providers will be granted reasonable travel time and attendance time without deduction from any leave entitlements.

**70. ‘Cashing Up’ on Airfares on a Common Date**

This is clause 68 in the current agreement. There is no change to this clause.

**71. Integrity of Payments**

This is clause 69 in the current agreement. There is no change to this clause.

**72. Superannuation**

This is clause 70 in the current agreement. There is no change to this clause.

**73. Salary Sacrifice**

This is clause 71 in the current Agreement.

Clause 73.1(a)(iii) has been amended to accurately reflect NT Superannuation laws.

Clause 73.1(a)(iv) has been amended to remove the reference to age-based limits on salary sacrificing as these ceased in 2017.

Clause 73.1(a)(iv) and 73.2 has been amended to reference the correct authority being the Commissioner of Taxation, replacing the Australian Taxation Office.

**74. Training and Development**

There has been a minor wording change to this clause to contemporise the references to key initiatives supporting aboriginal employment, recruitment, training and career progression.

**75. Core Training**

This is a new clause in the Agreement.

Clause 75.2 acknowledges variations may be made to core training requirements from time to time as a result of new or modified legislative and the importance of balancing theoretical and practical training in ensuring the effectiveness of core training.

Clause 75.5 lists the current core training for all Correctional Officers at the time of the implementation of the enterprise agreement.

**76. Duties**

This is clause 73 in the current agreement. There is no change to this clause.

**77. Correctional Officer First Class Suitability Assessment Process**

This is clause 74 in the current agreement. There is no change to this clause.

**78. Eligibility Requirements for Correctional Officer First Class**

This is clause 75 in the current agreement. There is no change to this clause.

**79. Cert IV in Correctional Practice**

This is clause 76 in the current agreement. There is no change to this clause.

**80. Eligibility Requirements for Senior Correctional Officer**

This is clause 77 in the current agreement. There is no change to this clause.

**81. Eligibility to Perform Higher Duties as a Senior Correctional Officer**

This is clause 78 in the current agreement. There is no change to this clause.

**82. Eligibility Requirements for Senior Industry Officer**

This is clause 79 in the current agreement. There is no change to this clause.

**83. Pool for Temporary Higher Duties in Custodial Positions**

This is clause 80 in the current agreement. There is no change to this clause.

**84. Security of Employment**

This is clause is clause 81 in the current agreement.

Wording in clause 83.1 (clause 81.1 in the current agreement) has been updated to clarify no job losses will arise directly from the implementation of the new agreement.

**85. Communication Systems and Information Technology**

This is clause 82 in the current agreement. There is no change to this clause.

**86. Alice Springs Transport Service**

This is clause 83 in the current agreement. There is no change to this clause.

## **87. Spoilt Meals**

This is clause 84 in the current agreement. There is no change to this clause.

## **Part 6 Future Directions and Ongoing Consultation**

### **88. Safe and Healthy Working Environment**

This is clause 85 in the current agreement.

Clause 88.4(b) (clause 85.4(b) in the current Agreement) has been updated to provide all reasonably practicable steps will be taken to prevent and address psychosocial risks in the workplace.

Clause 88.4(d) (clause 85.4(d) in the current agreement) has been updated with a commitment to supporting the establishment of committees and/or workgroups, including Health and Safety Representatives in accordance with Employment Instruction 11.

### **89. Diversity and Disability in the Workplace**

This is a new clause that emphasises the NTPS' commitment to supporting sector wide diversity and inclusion strategies that reflects the skills, identities, talents and capabilities of all people including those with disabilities and those from culturally and linguistically diverse backgrounds across the department.

### **90. Right to Disconnect**

This new clause is consistent with changes to the FW Act and the Modern Award. It ensures employees have the right to refrain from work-related communications and activities outside of working hours.

### **91. Management of Change**

This is clause 86 in the current agreement. This clause has been updated, reformatted and simplified in line with changes to the FW Act. Clause 92.7 (clause 86.7 in the current agreement) clarifies that CEOs must discuss with relevant employees the effect the change is likely to have, provide measures to avoid or reduce adverse effects on employees and provide reasons or justification for the change. Changes also reflect that an appointed representative may be a recognised union delegate.

### **92. Consultative Committees**

This is clause 87 in the current Agreement. There is no change to this clause.

### **93. Union Delegates and Workplace Rights**

This is clause 88 in the current agreement.

The title of this clause has been updated to include workplace delegates.

The inclusion of clause 92.1(d) now requires employees, to provide written notice to the General Manager within 14 days if they cease to be a workplace delegate, consistent with the new requirement in the Modern Award.

Satisfactory evidence requirements under clause 94.2(d)(i) (clause 88.2(d)(i) in the current agreement) must now be provided within 7 days of completing any union training.

There is a new clause 94.2(e), requiring the employer to advise workplace delegates within 2 weeks of the date of any training whether the employee has been approved to access paid time during normal working hours to attend the training. This approval cannot be unreasonably withheld. This is to reflect changes to the Modern Award.

Access to a lockable cabinet has been included as part of reasonable access to agency facilities under clause 94.4(d)(iv) (clause 88.4(d)(iv) in the current agreement).

To reflect changes to the Modern Award, clause 94.4(e) has been added, clarifying the CEO is not required to provide access to a workplace facility if the workplace does not have the facility or if the CEO does not have access to the facility.

#### **94. Operating Models for Correctional Facilities**

This is clause 89 in the current Agreement.

The agency and the union have agreed to the terms of updated Operating Models for all existing correctional facilities.

The new agreement provides:

- The requirement for ongoing agreement with the UUU to Operating Models. Changes cannot be made to Operating Models without agreement from both parties.
- The obligation to have agreed, Operating Models extends not just to new facilities that have been brought onto line since the current EA was put in place but also any new ones that are put in place during the life of the replacement EA.
- New clear and streamlined dispute resolution processes for the benefit of both parties.

#### **95. Assessment of Work Camps**

This is a new clause.

Clause 95.1 provides a commitment from all parties to examine options for identifying better ways to distinguish differences in correctional officer roles in a work camp including rosters, travel, staff development and amenities.

Clause 95.2 provides for the review to examine responsibilities, operations and duties that may be necessary in a work camp environment and how they differ from other correctional facilities.

In clause 95.3, the parties agree to complete the assessment prior to cessation of the new Agreement.

#### **96. Redeployment and Redundancy**

This is clause 90 in the current agreement. There is no change to this clause.



## **Schedules 1 and 2 – Changes Explained**

<b>Schedule</b>	<b>Title</b>	<b>Changes Explained</b>
Schedule 1	Rates of Pay	Salaries and allowances have been increased by the salary increases applicable over the years of the new agreement.
Schedule 2	Northern Territory Public Sector Redeployment and Redundancy Entitlements	There are no changes to any of the entitlements across this Schedule.