Correctional Officer (NTPS) 2017 - 2021 Enterprise Agreement

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement will be known as the Correctional Officer (NTPS) 2017 – 2021 Enterprise Agreement.

2. National Employment Standards (NES)

The provisions of this Agreement are to be read in conjunction with the National Employment Standards to the extent that if this Agreement provides a lesser entitlement than the National Employment Standards, the National Employment Standards will apply.

3. Parties Covered by this Agreement

This Agreement covers:

(a) the Commissioner;

(b) United Voice; and

(c) employees employed by the Commissioner within a classification set out in Schedule 1.

4. Definitions

(a) **Agency** means the Department of the Attorney-General and Justice.

(b) **Agreement** means the Correctional Officer (NTPS) 2017 - 2021 Enterprise Agreement.

(c) **By-law** means a By-law made under section 60 of the PSEM Act, as amended from time to time.

(d) **CEO** means the Chief Executive Officer of the Agency, or their delegated officer where applicable.

(e) **Commissioner** means the Commissioner for Public Employment in the Northern Territory.

(f) **continuous service** in relation to a period of service by an employee, means a period of service with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, a state or a territory.

(g) **core training** means the training modules determined by the CEO to be core training.

(h) **Determination 11** means the Prison Officers Arbitral Tribunal Determination No 11, as varied from time to time.

(i) **employee** means an employee of the Northern Territory Public Sector employed within a designation listed in the classification structure set out in Schedule 1.

(j) **employer** means the Commissioner.

(k) **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.

(l) **FWC** means the Fair Work Commission.

(m) **NTPS** means the Northern Territory Public Sector.

(n) **PSCC** means the Public Sector Consultative Council.

(o) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations as varied from time to time, made under the Act.

(p) **union** means United Voice.

(q) **Operating Model** means the model developed and implemented in accordance with Clause 65 of the Agreement, and includes operational and staffing models.

5. Period of Operation

5.1 This Agreement will commence seven days after it is approved by the FWC and will remain in force until 2 December 2021.

5.2 Negotiations for a replacement enterprise agreement will commence four months prior to the expiry of this Agreement, or earlier or later by agreement by the parties covered by the Agreement.

6. Relationship to Other Instruments

6.1 This Agreement will be read and interpreted in conjunction with the PSEM Act.

6.2 Where there is any inconsistency, this Agreement will prevail over the PSEM Act. For the avoidance of doubt, the PSEM Act is not incorporated into this Agreement.

6.3 This Agreement:

(a) incorporates provisions of Determination 11 that have ongoing relevance and application; and

(b) operates to the exclusion of Determination 11.

7. Variation of Public Sector Employment and Management Act

7.1 The parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment.

7.2 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the By-laws or relevant Determinations will not

be unilaterally varied without consultation with the affected parties prior to the formalisation of an amendment.

7.3 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

8. No Extra Claims

8.1 This Agreement constitutes a final settlement of the parties' claims, and together with the PSEM Act, is intended to set out, or set out processes for determining, all the terms and conditions of employment of the employees who will be subject to this Agreement, until its expiry.

8.2 The parties agree that they will not make any extra claims in relation to employee terms and conditions of employment in operation for the period of this Agreement.

9. Objectives of the Agreement

9.1 The parties agree that continuous improvement strategies will contribute to the efficiency and productivity of the NTPS and it is the intention of the parties to build upon and enhance the human resource reforms contained in the PSEM Act through:

(a) improved human resource practices;

(b) staff development;

(c) management and professional development programs; and

(d) other programs of continuous improvement.

9.2 Consistent with clause 9.1, the parties acknowledge the provisions of the PSEM Act relating to employee performance management and development systems.

9.3 The parties acknowledge the need to examine jointly and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes and that the consultative mechanisms referred to in clause 62 (Management of Change), will be employed by the parties for this process.

9.4 The parties agree that this Agreement provides a basis for enabling employees to balance their work and family commitments.

10. Productivity and Efficiency

10.1 The parties to this Agreement recognise the skills, energy and cooperation of employees in increasing productivity and efficiency across the NTPS and that these improvements are integral to enhanced client service delivery and the career satisfaction and development of employees. Increasing productivity and efficiency is an ongoing and evolutionary process which takes place within the context of changing government priorities in policy and service delivery, new client demands, the introduction of new technology, more efficient and effective management and work practices, and ongoing skills development of the workforce.

10.2 The past, present and future contribution of employees in increasing productivity is recognised through improved terms and conditions of employment which arise from the introduction of this Agreement.

10.3 The parties acknowledge that this Agreement recognises productivity improvements occurring during the life of this Agreement.

11. Dispute Settling Procedures

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

(a) Subject to clause 11.1(b) this clause sets out procedures to settle a dispute that relates to:

(i) a matter arising under this Agreement; or

(ii) the National Employment Standards.

(b) However, this clause does not apply in relation to disputes about:

(i) refusals for requests for flexible work arrangements on reasonable business grounds under clauses 22.19(e) and 43.4 of the Agreement and section 65(5) of the FW Act; or.

(ii) refusals for requests for extended parental leave on reasonable business grounds under clause 22.20 of the Agreement and section 76(4) of the FW Act.

(c) An employee who has a grievance about matters referred to in clause 11.1(b) can utilise section 59 of the PSEM Act to have the decision reviewed.

(d) In the event of a dispute about a by-law issued under the PSEM Act clauses 11.3 to 11.4 will apply.

11.2 General

(a) Subject to the requirements of the FW Act a party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute.

(b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must co-operate to ensure that these processes are carried out expeditiously.

(c) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, prior to the dispute arising, provided that this does not apply to an employee who has reasonable concerns about an imminent risk to their health and safety, has advised the CEO of this concern and has not unreasonably failed to comply with a direction by the CEO to perform other available work that is safe and appropriate for the employee to perform.

(d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.

(e) Any decision or direction FWC makes in relation to the dispute will be in writing.

(f) Subject to the right of appeal under clause 11.5(d), any direction or decision of the FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties

11.3 Internal Resolution

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

(i) The employee will refer the matter to their immediate supervisor for resolution, who may request that the employee provide written details of the matter, provided that where the dispute concerns alleged actions of the immediate supervisor, the employee may bypass this step.

(ii) If the matter cannot be resolved under clause 11.3(a)(i) above, it will be referred in writing to the relevant manager for resolution.

(iii) If the matter cannot be resolved under clause 11.3(a)(ii) above, it will be referred in writing to the relevant CEO for resolution.

(iv) If the matter cannot be resolved under clause 11.3(a)(iii) above, it will be referred in writing to the Commissioner for resolution.

(b) Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in clause 11.3(a) will begin within 48 hours of, and be completed within five working days of the referral relating to that particular stage.

11.4 Conciliation

(a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 11.3, any party may refer the dispute to the FWC, for resolution by conciliation.

(b) Provided the requirements of clauses 11.2 and 11.3 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.

(c) Conciliation before the FWC will be regarded as completed when:

(i) the parties have reached agreement on the settlement of the dispute; or

(ii) the member of the FWC conducting the conciliation has either of their own motion or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

11.5 Arbitration

(a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.

(b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.

(c) Subject to clause 11.5(d) the determination of the FWC is final and binding.

(d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.

PART 2 – SALARIES, ALLOWANCES AND LEAVE

12. Rates of Pay

12.1 Rates of pay will be increased as set out below:

(a) 2.5% effective from the first pay period to commence on or after 2 December 2017;

(b) 2.5% effective from the first pay period to commence on or after 2 December 2018;

(c) 2.5% effective from the first pay period to commence on or after 2 December 2019;

(d) 2.5% effective from the first pay period to commence on or after 2 December 2020

12.2 The rates of pay applicable to this Agreement are contained in Schedule 1.

12.3 Employees will be paid fortnightly based in the following formula:

$$\text{Fortnightly Pay} = \frac{\text{Annual Salary} \times 12}{313}$$

13. Increments

13.1 An employee will be entitled to annual increment progression within a classification, subject to clauses 53, 55 and 57.

13.2 Eligibility for progression to the second pay point of the Correctional Officer First Class designation is subject to clauses 53.1 and 53.2.

13.3 Eligibility for progression to the third pay point of the Senior Correctional Officer designation is subject to clause 55.2.

13.4 Eligibility for progression to the third pay point of the Senior Industry Officer is subject to clause 57.1.

13.5 The authority to apply clauses 13.7 and 13.8 will not be applicable unless the Commissioner is satisfied that an acceptable performance management system is in place which meets the requirements of Employment Instruction No 4.

13.6 The Commissioner will notify the union of the acceptance of any performance management system for the purposes of clause 13.5 prior to that system being used for deferral of increments.

13.7 The CEO may determine to withhold an increment as set out in clause 13.8 on the basis that an employee:

(a) having agreed to or having been assigned reasonable performance targets or reasonable required work outcomes, has failed to meet those targets or outcomes; and

(b) has received counselling and been provided with the opportunity to improve performance to an acceptable standard; and

(c) has failed to attain or sustain an acceptable standard of work performance.

13.8 The CEO may withhold an increment as follows:

(a) The CEO may defer payment for a specified period of time which will be up to six months subject to payment earlier if a specified, and preferably agreed, work performance, training or work outcome target is demonstrated.

(b) At the end of the six month deferment period, the CEO may again defer the increment by up to a maximum of a further six months where the required performance standard has not been achieved and alternative steps have been taken to address the less than satisfactory performance. The increment will not be withheld for longer than 12 months in total.

13.9 The CEO must provide the reasons for deferring an increment under clause 13.8 in writing to the employee.

13.10 If a decision is made under clause 13.7 or 13.8 the employee may seek a review on the basis of one or more of the following reasons:

(a) this clause has not been adhered to;

(b) the decision was made to punish or harass the employee; or

(c) natural justice has not been afforded to the employee.

13.11 The review will be conducted in accordance with the grievance review mechanisms under section 59 of the PSEM Act.

13.12 In all cases where an increment is deferred, the date to which it is deferred will become the anniversary date for the purposes of the next increment.

14. Consolidated Allowance

14.1 Employees will be paid a consolidated allowance equal to 34% of salary in lieu of the following entitlements that would otherwise apply:

(a) leave loading;

(b) penalty rates for shift work, including Saturdays, Sundays and public holidays; and

(c) days off in lieu of rostered and programmed days off falling on public holidays.

14.2 Salary for the purpose of calculating any payment under this clause will include higher duties allowance, but will exclude all other allowances.

14.3 The consolidated allowance:

(a) applies to payments for all forms of leave; and

(b) does not apply to the calculation of overtime rates of pay.

14.4 In the case of new employees attending the Trainee Correctional Officer course, the consolidated allowance will only apply to hours of duty performed in a Gazetted Correctional Centre whilst performing 'in service' orientation.

15. Higher Duties Allowance

15.1 An employee who is required to perform the duties of a designation higher than the employee's own will be paid the salary and allowances applicable to that designation for each shift so performed, provided a minimum of four hours is worked on such shift.

15.2 An employee who, at the time of proceeding on approved recreation leave, was in receipt of higher duties allowance determined in accordance with clause 15.1, will continue to be paid such allowance to the extent that the CEO determines that the allowance would have been paid but for the granting of leave.

16. Core Training Instructor Allowance

16.1 Subject to clause 16.2, an employee who holds a current Certificate IV Training and Assessment Skills set who is approved by the CEO to deliver core training instruction to other staff will be paid a Core Training Instructor allowance for each day of training delivered, inclusive of any preparatory or post-delivery activities associated with the training, regardless of whether or not these activities are carried out on the same day that the training is delivered. The rate of the allowance shall be payable in accordance with the table below:

14/12/2017	**13/12/2018**	**12/12/2019**	**10/12/2020**
$102.50	$105.06	$107.69	$110.38

16.2 Payment of the allowance is conditional upon the employee receiving prior approval from the CEO in respect of each training session delivered.

17. Electricity Subsidy For Employees in Remote Localities

Note: Whether a location is considered a remote locality, and its relevant category of remoteness, is set out in a Determination issued by the Commissioner.

17.1 An electricity subsidy will apply to employees stationed in remote localities as follows:

(a) An employee residing in a dwelling fitted with a dedicated electricity metering device, and who is required to meet the cost of any charges associated with the provision of electricity to that dwelling, is entitled to an electricity subsidy in accordance with the rates specified by the Commissioner from time to time, subject to the relevant category of remoteness and the employee's eligibility for the dependant/after-hours rate.

(b) The electricity subsidy for the dependant/after-hours rate is payable only where the employee:

(i) has recognised dependants, being an employee's spouse or de facto partner, or children under the age of 18, who:

A. reside with the employee;

B. are not eligible for assistance with electricity costs from any other source; and

C. are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the Commissioner; or

(ii) is a shiftworker, or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that the employee is regularly required to seek rest during daylight hours.

(c) The electricity subsidy will be paid fortnightly in addition to salary and will count as salary for the purpose of taxation and superannuation.

(d) The electricity subsidy will not be paid during periods of leave without pay which do not count as service

(e) The electricity subsidy will be paid to part-time employees on a pro rata basis.

(f) Only one subsidy is payable per dwelling.

18. Correctional Officer Night Shift Payment

18.1 A Correctional Officer, Correctional Officer First Class or Senior Correctional Officer on night shift and responsible for the operation of the correctional centre, will be paid an Officer in Charge (OIC) responsibility allowance equivalent to the difference between the employee's nominal salary rate and the Chief Correctional Officer rate they would have been entitled to under the NTPS Enterprise Agreement, for the duration of that shift.

18.2 For any period a Correctional Officer, Correctional Officer First Class or Senior Correctional Officer receives OIC responsibility allowance, the consolidated allowance provided at clause 14 will be reduced from 34% to 25%.

19. Northern Territory Allowance

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

19.2 Where an employee who is eligible to receive the allowance under clause 19.1 ceases eligibility to the allowance, they shall not be eligible to recommence claiming the allowance for any future dependency purpose.

20. Travelling Allowances

20.1 An employee travelling on duty and required to be absent overnight from the employee's permanent or temporary headquarters, shall be eligible for Travelling allowance in accordance with By-law 30 (Travelling Allowance) or By-law 30A (Living Away From Home Allowance), whichever is applicable.

21. Camping Allowance

21.1 An employee who, in the course of employment is required to camp out overnight, using makeshift accommodation such as a swag or a tent, shall be eligible for a camping allowance in accordance with By-law 31 (Camping Allowance).

21.2 An employee receiving camping allowance is not eligible to receive a travelling allowance.

22. Parental Leave

22.1 Relationship with By-law, National Employment Standards and other instruments.

This clause sets out all entitlements in relation to parental leave, and replaces all By-law provisions relating to maternity, paternity/partner, and adoption leave.

22.2 Application

Full-time, part-time and eligible casual employees are entitled to parental leave under this clause if the leave is associated with:

(a) the birth of a child of the employee or the employee's spouse (includes a child born of a surrogacy arrangement); or

(b) the placement of a child with the employee for adoption; and

the employee has or will have a responsibility for the care of the child.

22.3 Definitions

For the purpose of this clause:

(a) **appropriate safe job** means a safe job that has:

(i) the same ordinary hours of work as the employee's present position; or

(ii) a different number of ordinary hours agreed to by the employee.

(b) **child** means:

(i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's spouse;

(ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with an employee.

(c) **continuous service** in relation to a period of service by an employee, means a period of service with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, or the Northern Territory.

(d) **day of placement** refers to the adoption of a child and means the earlier of the following days:

(i) the day on which the employee first takes custody of the child for the adoption;

(ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

(e) **de facto partner** means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and includes a former de facto partner of the employee.

(f) **eligible casual employee** means a casual employee engaged by the employer on a regular and systematic basis for a sequence of periods of employment during a period of:

(i) at least 12 months; or

(ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and

A. the employer terminated the previous engagement;

B. there was not more than three months break between the two engagements; and

C. the length of the two engagements is at least 12 months.

(g) **employee couple** means a couple who are accessing the benefits of clause 22.14 both of whom are NTPS employees and have completed a minimum of 12 months continuous service and whom are both eligible for paid parental leave whether under primary caregiver parental leave or the partner leave provisions.

(h) **medical certificate** means a certificate signed by a medical practitioner.

(i) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.

(j) **primary caregiver** means the person who is the primary carer of a newborn or newly adopted child at the time of birth or adoption and who continues to be the primary carer immediately following birth or day of placement. The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary carer. In most cases, the primary carer will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

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

22.4 General Conditions

(a) Except where otherwise stated in this clause, parental leave is available to only one parent at a time in a single continuous period.

(b) Weekends, public holidays, programmed days off and rostered days off are part of parental leave and do not extend the period of leave.

(c) During a period of parental leave relating to the birth or adoption of a child an employee may require parental leave for the birth or adoption of a subsequent child. An employee can elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.

22.5 Types of Parental Leave

	Paid Leave	Unpaid Leave	Total	Refer Clause
Primary Caregiver Parental Leave – *commences before or from birth or day of placement*				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	22.6(b)
At least 12 months and less than 5 years continuous service	14 weeks (or 28 weeks half pay)	142 weeks	156 weeks (3 years)	22.6(c)(i)

	Paid Leave	Unpaid Leave	Total	Refer Clause
5 or more years continuous service	18 weeks (or 36 weeks half pay)	138 weeks	156 weeks (3 years)	22.6(c)(ii)
Pro rata paid primary caregiver parental leave				
5 years continuous service achieved during first 18 weeks of parental leave	14 weeks + pro rata paid leave applicable after reaching 5 years continuous service (up to 4 weeks)	142 weeks minus any pro rata paid leave	156 weeks (3 years)	22.6(c)(iii)
12 months continuous service achieved during first 14 weeks of parental leave	Pro rata paid leave applicable after reaching 12 months continuous service (up to 14 weeks)	52 weeks minus any pro rata paid leave	52 weeks	22.6(d)
Partner Leave				
Up to 8 weeks leave associated with time of birth/adoption (or in separate periods in first 12 months) where employee's partner is primary carer at time of birth/adoption				
Less than 12 months continuous service or eligible casual employee	0	8 weeks	8 weeks	22.7(b)(i)
At least 12 months and less than 5 years continuous service	1 week (or 2 weeks at half pay)	7 weeks	8 weeks	22.7(b)(ii)
5 or more years continuous service	2 weeks (or 4 weeks at half pay)	6 weeks	8 weeks	22.7(b)(iii)
Longer partner leave: up to 3 years or 12 months – not primary carer – may commence at a time after birth or day of placement – must end within 3 years or 24 months of birth/adoption (whichever is applicable)				

	Paid Leave	Unpaid Leave	Total	Refer Clause
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	22.7(c)(i)
At least 12 months continuous service	0	156 weeks (3 years)	156 weeks (3 years)	22.7(c)(ii)
In relation to Partner Leave an employee with at least 12 months continuous service may be eligible for some paid leave during the three year period. (See clauses 22.7(d) and 22.7(e)).				
Pre-Adoption Leave - All employees (including casuals)	-	2 days	2 days	22.9
Special Maternity Leave	Refer clause 22.10			
Paid no safe job leave - Full-time / part-time employees and eligible casual employees	The 'risk period' as per medical certificate	0	The 'risk period' as per medical certificate	22.13(a)
Unpaid no safe job leave - Casual employees	0	The 'risk period' as per medical certificate	The 'risk period' as per medical certificate	22.13(b)

22.6 Primary Caregiver Parental Leave

(a) Only one parent can receive primary caregiver parental leave entitlements in respect to the birth or the adoption of their child. An employee cannot receive primary caregiver parental leave entitlements:

(i) if their spouse is, or will be, the primary caregiver at, and immediately following, the time of the birth or day of placement of their child;

(ii) if the employee has taken, or is eligible for, partner leave entitlements under clause 22.7 in relation to their child; or

(iii) if they are a casual employee, other than an eligible casual employee.

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

(b) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, who will be the primary caregiver of their child is entitled to up to 52 weeks unpaid parental leave.

(c) An employee who has completed at least 12 months continuous service at the time of commencing parental leave and who will be the primary caregiver of their child is entitled to up to three years primary caregiver parental leave, comprising:

(i) where continuous service completed at the time of commencing parental leave is at least 12 months and less than five years: 14 weeks paid parental leave and 142 weeks unpaid parental leave; or

(ii) where continuous service completed is five or more years at the time of commencing parental leave: 18 weeks paid parental leave and 138 weeks unpaid parental leave; or

(iii) where the employee will achieve five years continuous service (the qualifying period) during the first 18 weeks of their parental leave: the first 14 weeks will be paid and the portion of leave (up to 4 weeks) after the end of the qualifying period will be paid. Any remaining balance, up to three years, will be unpaid parental leave.

A. The employee is not entitled to receive more than 18 weeks paid parental leave.

B. With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 18 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable an employee to access the pro rata paid leave in clause 22.6(c)(iii).

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

(d) An employee who will achieve 12 months continuous service (the qualifying period) during the first 14 weeks of their parental leave and who will be the primary caregiver of their child is entitled to up to 52 weeks of parental leave, comprising:

(i) unpaid parental leave from commencement of parental leave until the time the employee has achieved 12 months continuous service; and

(ii) paid parental leave for any period after the qualifying period and up to 14 weeks from the commencement of parental leave; and

(iii) unpaid parental leave, up to 52 weeks, for the remaining balance.

(iv) the employee is not entitled to receive more than 14 weeks paid leave.

(v) With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 14 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable the employee to access the pro rata paid leave in clause 22.6(d).

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

(e) Commencement of Primary Caregiver Parental Leave

(i) An employee who is pregnant may commence primary caregiver parental leave at any time within six weeks immediately prior to the expected date of birth of the child. The period of parental leave must commence no later than the date of the birth of the child.

(ii) An employee who is adopting a child may commence primary caregiver parental leave at any time in the two weeks before the day of placement.

(iii) In all other cases, primary caregiver parental leave commences on the date of birth or day of placement of the child.

(f) Where an employee's child dies during a period of primary caregiver leave, the employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of clause 22.19 apply.

(g) An employee is not entitled to primary caregiver leave unless the notice and evidence requirements in clause 22.8 have been complied with.

22.7 Partner Leave

(a) Partner leave is available to an employee who will have a parental responsibility for the care of their child but who is not the primary caregiver. Subject to applicable notice and evidence requirements, an employee may access:

(i) up to eight weeks partner leave within the first 12 months of the birth or adoption of their child, taken at the same time employee's spouse may be on leave, which can be taken in one block or broken into separate periods (refer clause 22.7(b)); and

(ii) where employee requires a longer period of partner leave, up to 12 months or 3 years depending on the employee's years of continuous service (refer clause 22.7(c)).

Note: The longer period of partner leave must be taken in a single continuous period unless the employee is accessing the combined parental leave provisions in clause 22.14.

Eight Weeks Partner Leave

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

(i) where continuous service is less than 12 months at the time of commencing partner leave, or an eligible casual employee: eight weeks unpaid partner leave; or

(ii) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: one week paid partner leave and seven weeks unpaid partner leave; or

(iii) where continuous service completed is five or more years at the time of commencing partner leave: two weeks paid partner leave and six weeks unpaid partner leave.

(iv) The eight week partner leave entitlements:

A. are an exception to the rule that parental leave is to be available to only one parent at a time in a single continuous period;

B. are to be taken in the first 12 months from date of birth or day of placement of the child;

C. may commence one week prior to the expected date of birth of the child or the time of placement in the case of adoption. The CEO and employee may agree to alternative arrangements regarding commencement of partner leave;

D. can be taken in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise;

E. requires the employee to give notice to the CEO at least 10 weeks before first starting the leave, and at least four weeks notice before starting any subsequent period of leave. If that is not practicable, as soon as practicable, which may be a time after the leave has started; and

F. the notice must specify the intended start and end dates of the leave.

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

(c) An employee is entitled to a period of longer partner leave as follows:

(i) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, up to 12 months unpaid parental leave, provided such leave must end within 24 months of the date of birth or day of placement of their child.

(ii) An employee with at least 12 months continuous service at the time of commencing parental leave up to three years unpaid parental leave, provided such leave must end within three years of the date of birth or day of placement of their child.

(iii) Partner leave may commence at a date later than the date of birth or day of placement of their child but must not extend beyond specified limits under this clause.

(iv) An employee is not entitled to the longer partner leave unless the notice and evidence requirements in clause 22.8 have been complied with.

(d) An employee, not entitled to Combined Parental Leave in 22.14, may be entitled to have a portion of their unpaid longer partner leave under clause 22.7(c)(ii) paid, subject to the following:

(i) the employee's spouse was the primary caregiver at and immediately following the time of the birth or placement of the child; and

(ii) the employee's spouse has ceased to be the primary caregiver (eg returned to work) before the child is 14 weeks old or within 14 weeks from placement in the case of adoption;

A. The reference to '14 weeks' in clause 22.7(d)(ii) to be read as '18 weeks' where an employee has five or more years continuous service at the time of commencing longer partner leave.

(iii) as a consequence of the employee's spouse no longer able to be the primary caregiver (eg returning to work), the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child's physical needs more than anyone else;

(iv) the notice and evidence requirements for taking longer partner leave in clause 22.7(d) have been complied with; and

(v) the amount of paid leave available is as per clause 22.7(e).

(e) An employee eligible for paid longer partner leave under clause 22.7(d) may access a period of paid leave as follows:

(i) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 14 weeks from the birth or placement of the child; or

(ii) where continuous service completed is five or more years at the time of commencing partner leave: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 18 weeks from the birth or placement of the child.

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

22.8 Notice and Evidence Requirements

(a) An employee must give the CEO the following notice and evidence in relation to parental leave under clause 22.6 (primary caregiver) or clause 22.7(c) (longer partner leave):

(i) At least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates.

(ii) At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the CEO of any changes to the notice provided in clause 22.8(a)(i), unless it is not practicable to do so.

A. At this time, the employee must also provide a statutory declaration stating that the employee will become either the primary caregiver (relates to primary caregiver leave) or have a responsibility for the care of the child (relates to partner leave), as applicable, at all times whilst on leave.

(iii) The employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstance. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

(b) An employee who has given the CEO notice of the taking of parental leave must give the CEO evidence that would satisfy a reasonable person:

(i) if the leave is birth-related leave – of the date of birth, or the expected date of birth, of the child; or

(ii) if the leave is adoption-related leave – of the day of placement, or the expected day of placement, of the child.

(c) Without limiting clause 22.8(b), the CEO may require the evidence to be a medical certificate.

(d) An employee applying for paid partner leave under clauses 22.7(d) and 22.7(e) will be required to provide the CEO with evidence that would satisfy a reasonable person that the employee's spouse is no longer able to be the primary caregiver of the couple's child.

22.9 Pre-adoption Leave

(a) This clause applies to employees, eligible casual employees and casual employees.

(b) An employee seeking to adopt a child is entitled to up to two days unpaid leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.

(c) Such leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.

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

(e) The CEO may require the employee to provide satisfactory evidence supporting the pre-adoption leave.

22.10 Special Maternity Leave

(a) This clause applies where a pregnant employee, including an eligible casual employee, has not yet commenced parental leave and the employee requires special maternity leave because:

(i) the employee has a pregnancy-related illness; or

(ii) the employee has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

(b) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.

(c) The period of special maternity leave that an employee is entitled to take is such period as a medical practitioner certifies as necessary.

(d) Special maternity leave must end before the employee starts primary caregiver leave.

(e) Special maternity leave taken by the employee because the employee has a pregnancy-related illness:

(i) will be unpaid;

(ii) must end before the employee starts any period of primary caregiver parental leave; and

(iii) will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.

(f) Special maternity leave taken by the employee in all other circumstances permitted under this clause will be:

(i) unpaid if the pregnancy ends more than 20 weeks before the expected date of birth;

(ii) unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the employee has not completed 12 months continuous service, or is an eligible casual employee, at the time of commencing leave; or

(iii) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed 12 months continuous service at the time of commencing leave; or

(iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed five years continuous service at the time of commencing leave.

(g) Where an employee's qualifying period of 12 months continuous service referred to in clause 22.10(f)(iii) ends within 14 weeks of the date on which the employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.

(h) Where an employee's qualifying period of five years continuous service referred to in clause 22.10(f)(iv) ends within 18 weeks of the date on which the employee commenced leave, the first 14 weeks will be paid and any additional leave (up to four weeks) will only apply for that period of the 18 week period commencing after the end of the qualifying period.

(i) To be entitled to special maternity leave an employee must as soon as is reasonably practicable, give the CEO a written application stating the date on which the employee proposes to commence the leave and the period of leave to be taken; and

(i) in the case of special maternity leave taken because of pregnancy-related illness, a medical certificate from a medical practitioner stating that the employee is unfit to work for a stated period because of a pregnancy related illness; or

(ii) in the case of special maternity leave taken in all other circumstances permitted under this clause, a medical certificate from a medical practitioner stating that:

A. the employee's pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child; and

B. the employee will be unfit for work for a stated period.

22.11 Continuing to work while pregnant

(a) Where an employee continues to work within the six week period immediately prior to the expected date of birth, the employee must provide a medical certificate stating that the employee is fit to work their normal duties.

(b) The CEO may require the employee to start parental leave if the employee:

(i) does not give the CEO the requested medical certificate within seven days after the request; or

(ii) within seven days after the request for the certificate, give the CEO a medical certificate stating that the employee is unfit for work.

22.12 Transfer to a Appropriate Safe Job

(a) Where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in their present work for a stated period (the risk period), the CEO will, if there is an appropriate safe job available and if reasonably practicable, transfer the employee to an appropriate safe job during the risk period.

(b) An employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until commencement of parental leave.

(c) During the risk period the employee is entitled to the employee's base rate of pay (for the position the employee was in before the transfer) for the ordinary hours that the employee works in the risk period.

(d) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

22.13 No Appropriate Safe Job Leave (Paid / Unpaid)

(a) no appropriate safe job leave

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

(i) the employee is entitled to primary caregiver leave; and

(ii) the employee has complied with the notice and evidence requirements of clause 22.8 for taking parental leave;

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

(b) Unpaid no appropriate safe job leave

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

(i) the employee is not entitled to primary caregiver leave; and

(ii) if required by the CEO, the employee has provided a medical certificate certifying of the pregnancy;

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

22.14 Combined Parental Leave

(a) An employee couple (as defined in clause 22.3(g)), provided each satisfies the service requirements, may elect to combine their parental leave entitlements provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three years from the commencement of the leave.

(b) Combined Parental Leave is subject to:

(i) compliance with all applicable notice and evidence requirements for taking parental leave under this clause;

(ii) the eight week partner leave entitlement (where both employees take parental leave at the same time) being used by the employee couple for a maximum of eight weeks and in accordance with partner leave provisions as set out in clause 22.7(b);

(iii) the balance of the combined leave being used by the member of the employee couple who has submitted a statutory declaration in which the employee has stated that they will have a responsibility for the care of the child for the total remaining unpaid leave balance;

(iv) a maximum of two interchanges of employees sharing the combined parental leave;

(v) where an employee couple combine their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, the employee shall be paid at their salary for the period of leave; and

(vi) both employees need to apply for and utilise parental leave.

22.15 Parental Leave at Half Pay

(a) This clause does not apply to paid longer term partner leave under clause 22.7(d).

(b) An employee who is entitled to paid parental leave may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.

(c) Where an employee utilises half pay parental leave:

(i) leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay;

For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay.

(ii) salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay; and

(iii) the maximum period of parental leave will not be extended.

22.16 Access to Other Leave Entitlements While on Parental Leave

(a) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.

(b) Taking other paid leave in conjunction with parental leave:

(i) does not break the continuity of the period of parental leave; and

(ii) the maximum period of parental leave will not be extended.

22.17 Employment While on Parental Leave

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

Where the CEO agrees, an employee on unpaid parental leave may return to duty for any period with the agency, or another agency, to undertake duties for specified periods during the employee's parental leave.

(b) Keeping in touch days

(i) During a period of parental leave an employee may agree to attend the workplace on up to 10 separate occasions (up to one day per occasion) so as to keep in touch with developments in the workplace (for meetings and training etc.) in order to facilitate a return to employment at the end of the period of leave.

(ii) Payment for keeping in touch days:

A. during unpaid leave: an employee will be paid their normal salary for the days (or part days) work is performed; or

B. during paid parental leave: an employee will be paid their normal salary for the days (or part days) work is performed and the CEO will authorise the equivalent period of paid parental leave to be re-credited.

(iii) After considering all the circumstances, including any employment under clause 22.17(a), the CEO may approve an amount of keeping in touch days in excess of 10 days.

(c) An employee on unpaid parental leave may only engage in outside employment in accordance with the PSEM Act.

(d) Employment under this clause during a period of parental leave will not:

(i) prevent the employee from re-commencing parental leave; or

(ii) extend the maximum period of parental leave.

22.18 Consultation and Communication During Parental Leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce substantial change at the workplace, the CEO will take reasonable steps to:

(i) make information available; and

(ii) provide an opportunity for the employee to discuss

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

(b) The employee will take reasonable steps to inform the CEO about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis in accordance with clause 22.19(e).

22.19 Returning to Work After a Period of Parental Leave

(a) An employee who will be, or is, the birth giver and who elects to return to work during the six weeks following the birth of their child must provide a medical certificate stating that the employee is fit for work during that period.

(b) Returning to work early

(i) During the period of parental leave an employee may return to work at any time as agreed between the CEO and the employee.

(ii) A written application requesting an early return to work must be made at least:

A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period of up to 52 weeks; or

B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.

(iii) Responses to the employee's request must be in accordance with clause 22.21.

(c) Returning to work at conclusion of leave

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

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

(ii) 12 weeks before the expiration of parental leave where the employee has been on parental leave for a period in excess of 52 weeks.

(d) Returning to pre-parental leave position

An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an employee who:

(i) was transferred to an appropriate safe job under clause 22.12 prior to commencing leave, to the position held immediately prior to such transfer; or

(ii) was promoted to a new position during the period of parental leave, to the new position.

(e) Returning to work part-time

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

(ii) Part-time employment will be in facilitated in accordance with clause 28 (Part-Time Employment).

(iii) Responses to requests will be in accordance with clause 22.21.

22.20 Extend Period of Parental Leave

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

(a) In this clause a reference to 'parental leave' means primary caregiver parental leave under clause 22.6 or the longer term partner leave under clause 22.7(c), whichever is applicable.

(b) If an employee initially requested less than 12 months of parental leave they can extend their leave up to 12 months from time of commencing their leave (eg from six months to 12 months). This extension is a right and cannot be refused by the CEO if written notice of at least four weeks is given by the employee before the employee's expected return to work.

(c) Any further extension (eg from 12 months to 18 months; from 12 months to 30 months) is by agreement between the CEO and employee, provided that:

(i) employees with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, cannot extend parental leave beyond 24 months after the date of birth or day of placement of their child; or

(ii) employees with at least 12 months continuous service at the time of commencing parental leave cannot extend parental leave beyond three years after the date of birth or day of placement of their child.

(d) If an employee, who is eligible for up to three years parental leave, initially requested more than 12 months of parental leave, they can request an extension by giving 12 weeks notice before their expected return to work.

(i) If required, an employee may request one more extension up to a total of three years.

(ii) An employee cannot extend the period of parental leave beyond three years after the date of birth or day of placement of the child.

(e) Responses to requests to extend parental leave under this clause will be in accordance with clause 22.21.

(f) Any additional parental leave granted under this clause will be unpaid.

22.21 CEO's Consideration of Employee's Request

(a) This clause applies to an employee's request to return to work early (clause 22.19(b)), work part-time (clause 22.19(e)) or extend parental leave (clause 22.20).

(b) The CEO will consider the request and respond in writing within 21 days having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds. Reasonable business grounds include, but are not limited to:

- excessive cost of accommodating the request;
- that there is no capacity to reorganise work arrangements of other employees to accommodate the request;
- the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;

- that there would be significant loss of efficiency or productivity;
- that there would be a significant negative impact on customer service.

(c) The employee's request and the CEO's decision in respect of the request must be recorded in writing.

22.22 Replacement Employees

(a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.

(b) Before a CEO engages a replacement employee the CEO must inform that person:

(i) of the temporary nature of the employment;

(ii) of the return to work rights of the employee who is being replaced; and

(iii) of the rights of the CEO to require the employee taking parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

22.23 Effect of Parental Leave on Service

(a) A period of parental leave does not break an employee's continuity of service.

(b) Subject to clause 22.23(c), any period of paid parental leave, including paid leave as a result of access to accrued entitlements under clause 22.16 will count as service.

(c) Where any employee elects to take paid parental leave at half pay in accordance with clause 22.15, only the first one week, two weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.

(d) Unless otherwise provided in this clause, any period of unpaid parental leave will not count as service.

22.24 Superannuation Contributions During Period of Parental Leave

(a) This clause applies to an employee who is entitled to at least 14 weeks paid primary caregiver leave and who takes unpaid primary caregiver parental leave during the first 12 months of their parental leave period.

(b) During the first 12 months of primary caregiver parental leave an employee will continue to receive Employer Superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, on any period of unpaid primary caregiver parental leave taken.

(c) The maximum amount of employer superannuation contributions provided will be equivalent to the amount of employer superannuation contributions the employee would have received had the employee not been on approved primary caregiver parental leave.

23. Compassionate Leave

23.1 Relationship with By-laws and other instruments

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

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

23.3 For the purposes of this clause:

(a) **child** means birth, an adopted, step or adult child;

(b) **de facto partner** means

(i) a person who, although not legally married to the employee lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

(ii) Includes a former de facto partner of the employee

(c) **immediate family** means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or

(ii) child, parent, grandparent, grandchild, or sibling of a spouse or a de facto partner, of an employee.

(d) **spouse** includes a former spouse.

23.4 Subject to clause 23.5 and 23.6, in the event of the death of, or an illness or injury posing a serious threat to the life of an employee's immediate family or household member an employee is entitled to:

(a) three day paid compassionate leave on each occasion; or

(b) two days of unpaid compassionate leave in the case of a casual employee.

(c) Such leave may be taken as a block of three days for each occasion, in broken periods of at least one day, or as agreed between the employee and the CEO.

(d) The CEO may grant an additional period of unpaid compassionate leave.

23.5 Notice Requirements

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

23.6 Documentation Requirements

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

24. Personal Leave

24.1 Relationship with By-laws and other instruments

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

24.2 General

(a) An employee may, subject to notice and documentation requirements, take personal leave if the leave is:

(i) because the employee is not fit for work because of a personal illness, or personal injury affecting the employee (sick leave); or

(ii) to provide care or support to a member of the employee's immediate family or household who requires such care or support because of:

A. a personal illness, or personal injury affecting the member (carer's leave); or

B. an unexpected emergency affecting the member (carer's leave).

24.3 Definitions

For the purpose of this clause:

(a) **child** means birth, an adopted, step, or adult child;

(b) **de facto partner** means:

(i) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

(ii) includes a former de facto partner of the employee.

(c) **immediate family** means:

(i) a spouse, de factor partner, child, parent, grandparent, grandchild, or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild, or sibling of a spouse or de factor partner of the employee.

(d) **medical certificate** means a certificate signed by a registered health practitioner;

(e) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;

(f) **registered health practitioner** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type); and

(g) **spouse** includes a former spouse.

24.4 Paid Personal Leave Entitlement

(a) An ongoing full-time employee is entitled to:

(i) 114 hours paid personal leave on commencement of employment; and

(ii) 114 hours paid personal leave on each anniversary of the employee's commencement date subject to 24.4(h).

(b) An ongoing full-time employee working a variance of shifts is entitled to an additional 6 hours paid personal leave if they were rostered to work 12 hour shifts for at least 83% of their roster in the 12 months prior to their anniversary commencement date.

(c) A fixed period full-time employee is entitled to:

(i) 16 hours paid personal leave on commencement of employment;

(ii) up to 38 hours of paid personal leave for each period of two months service provided that the total leave does not exceed 114 hours within the first 12 months of service; and

(iii) 114 hours paid personal leave annually on the anniversary of the employee's commencement date; and

(iv) An additional 6 hours paid personal leave if they were rostered to work 12 hour shifts for at least 83% of their roster in the 12 months prior to their anniversary commencement date.

(d) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 24.4(a) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.

(e) A part-time employee is entitled to paid personal leave on a pro rata basis in accordance with the employee's agreed hours of work.

(f) Casual employees are not entitled to paid personal leave.

(g) Paid personal leave is cumulative.

(h) An employee's paid personal leave entitlement will be deferred by any period of:

(i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 24.7;

(ii) unauthorised absence; or

(iii) leave without pay that does not count as service.

(i) An employee may elect to access personal leave at half pay where the absence is at least one shift.

24.5 Additional Personal Leave

Where paid personal leave credits are exhausted:

(a) Unpaid Carer's leave

(i) An employee (including a casual employee) is entitled to access up to two shifts unpaid carer's leave on each occasion that the employee requires carer's leave.

(ii) Carer's leave may be taken as a single unbroken period of up to two shifts or any separate periods as agreed between the employee and the CEO.

(iii) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 24.5(a)(i).

(b) An employee may apply for and the CEO may grant, after considering all the circumstances:

(i) additional personal leave on half pay, which cannot be converted to full pay; or

(ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.

24.6 Notice Requirements

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

24.7 Documentation Requirements

(a) An employee must apply for personal leave in the form required by the CEO as soon as it is reasonably practicable for the employee to make the application.

(b) Subject to clause 24.7(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 24.2(a)(i)(sick leave) an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:

(i) a medical certificate from a registered health practitioner; or

(ii) where it is not reasonably practicable for the employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside in a remote or regional locality or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:

A. the reasons why it was not practicable to provide a medical certificate; and

B. the reasons for, and length of absence.

(c) Subject to clause 24.7(d) to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 24.2(a)(ii)(carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with:

(i) evidence which may include a medical certificate from a Registered Health Practitioner stating that the condition requires the employee's care or support to the extent that they will not be able to attend for duty; or

(ii) other relevant documentary evidence stating the unexpected emergency, and that this unexpected emergency requires the employee's care or support.

(iii) The CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.

(d) An employee may access personal leave without providing documentary evidence up to a maximum of the employee's weekly hours or five shifts whichever is greater per personal leave year, provided that no more than three of those shifts may be consecutive.

24.8 Personal leave whilst on other forms of leave

(a) Subject to the requirement of clauses 24.6 and 24.7 and the recreation leave and long service leave provisions, an employee may access paid personal leave during periods of recreation and long service leave.

(b) Where recreation leave or long service leave had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

24.9 Medical examination at the direction of the CEO

(a) The CEO may direct an employee to attend an examination by a registered health practitioner where:

(i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury;

(ii) it is considered that an employee's efficiency may be affected due to illness or injury;

(iii) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees or the public; or

(iv) under Part 7(Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.

(b) An employee directed to attend a medical examination in accordance with clause 24.9(a) who is:

(i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;

(ii) an employee other than one to which clause 24.9(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known;

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

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

24.10 Infectious disease

Where an employee produces documentary evidence that:

(a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Disease Act*; and

(b) by reason of any law of the Territory or any state or territory of the Commonwealth is required to be isolated from other persons,

the CEO may grant:

(c) sick leave for any period during which the employee actually suffers from illness; or

(d) recreation leave in relation to any period during which the employee does not actually suffer from illness.

24.11 War service

The Commissioner shall determine the conditions under which personal leave may be granted to an employee where an illness or injury is directly attributed to the employee's war service, provided satisfactory medical evidence is produced.

24.12 Personal leave – Workers Compensation

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

25. Recreation Leave

25.1 Relationship with By-laws and other instruments

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

25.2 Interpretation

For the purposes of this clause:

(a) **month** means a calendar month.

(b) **shiftworker** means an employee who works rostered shifts including day shift, evening shift and night shift.

(c) **year** means a calendar year.

25.3 Recreation Leave

(a) An employees (except for a casual employee) is entitled to:

(i) four weeks paid recreation leave per year;

(ii) an additional two weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This shall not affect and shall be in addition to the entitlement under clause 25.3(a)(iii); and

(iii) an additional seven consecutive days, including non-working days paid recreation leave per year for a seven day shiftworker, provided that a shiftworker rostered to perform duty on less than 10 Sundays during a year is entitled to additional paid recreation leave at the rate of half a day for each Sunday rostered.

(b) A rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clause 25.3(a)(iii).

25.4 Accrual of Leave

(a) An employee's entitlement to paid recreation leave accrues progressively during a year of service according to the employee's ordinary hours of work.

(b) If an employee takes unpaid leave that does not count as service, leave will not accrue for that period.

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

(c) A part-time employee will accrue recreation leave on a pro rata basis in accordance with the employee's agreed hours of work.

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

(e) Recreation leave accumulates from year to year.

25.5 Granting of Leave

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

25.6 Excess Leave

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

25.7 Cash-out of Leave

An employee may apply, in writing, to the CEO to cash-out an amount of their available recreation leave provided that:

(a) the employee's remaining accrued entitlement to paid recreation leave is not less than four weeks;

(b) each cashing-out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;

(c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and

(d) a minimum of five days is to be cashed-out in any occasion.

25.8 Illness During Leave

Where an employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 24 (Personal Leave), the CEO may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

25.9 Payment in Lieu

(a) Where an employee ceases employment, other than by death, the employee is entitled to payment in lieu of any available recreation leave entitlement.

(b) Where an employee dies, or after consideration of all the circumstances the Commissioner has directed that an employee will be presumed to have died on a particular date, the CEO may authorise payment in lieu of the employee's remaining recreation leave entitlement:

(i) to the employee's legal personal representative; or

(ii) when authorised by the employee's legal personal representative, to another person or persons at the CEO's discretion.

26. Recreation Leave Arrangements and Rostering

26.1 Recreation Leave roster implementation

(a) The parties agree to implement an 84 days recreation leave roster to commence as soon as practicable after the commencement of this agreement.

(b) Recreation leave should be taken in the year that it accrues.

(c) Employees may apply for recreation leave at any time, up to two years in advance.

26.2 Recreation Leave allocation

(a) Recreation leave rosters are to be drawn up in consultation with recognised union delegates and posted every 84 days.

(b) Leave allocations will be finalised one week prior to every 84 days recreation leave roster cycle.

(c) Leave applications may be cancelled by the employee prior to the 84 days leave allocations.

(d) Cancellation of leave allocations inside the 84 days may only be approved in exceptional circumstances.

(e) The allocation of recreation leave will consider previous records to ensure equity to all employees in distributing future leave periods. An employee whose last period of recreation leave was rostered so that more than one third of the leave fell in the period 1 June to 31 August inclusive will not, without the employee's consent, be rostered for their next period of recreation leave so that any part of that leave falls within these dates.

26.3 Recreation leave swaps

Recreation leave swaps inside an 84 day recreation leave roster may only be approved in exceptional circumstances.

27. Recall From Recreation Leave

27.1 If an employee on recreation leave is recalled to return to duty before the expiration of the employee's leave, the unexpired period of leave will be re-credited.

27.2 An employee recalled from recreation leave will be entitled to reimbursement of additional, unavoidable expenses incurred as a direct result of the recall. The amount of any such reimbursement will be determined by the CEO.

28. Long Service Leave

28.1 Subject to the provisions of this clause, Long Service Leave (LSL) will be utilised as detailed in By-law 8.

28.2 Employees are entitled to paid long service of:

(a) four calendar months after completing 10 years of continuous service; and

(b) an additional four tenths of a month on completion of each subsequent year of continuous service.

28.3 Notwithstanding the general entitlement in clause 28.2 above, for the purposes of recognition of prior service under By-law 8.18, employees commencing employment after 1 September 1997 will have any prior long service leave credits credited at the rate of 1.3 weeks per year for that prior service.

28.4 Payment on resignation – less than 10 years service

(a) Subject to clause 28.4(b) as an incentive to retain staff the parties agree that for the purposes of the special entitlement to payment in lieu of LSL on resignation of employment, the CEO may authorise payment of:

(i) 30 calendar days after seven completed years of service in the NTPS;

(ii) 60 calendar days after eight completed years of service in the NTPS; or

(iii) 90 calendar days after nine completed years of service in the NTPS.

(b) The entitlement to payment in lieu of LSL for recognised prior service will be calculated at the rate at which that prior service is recognised in accordance with clause 28.3.

29. Cultural and Ceremonial Leave

29.1 An employee is entitled to up to five days unpaid cultural leave for cultural and ceremonial obligations each 12 months for the purposes of undertaking their cultural or ceremonial obligations for the community or group to which the employee belongs.

29.2 The CEO may, on application grant leave subject to clauses 29.4 and 29.5.

29.3 The CEO will have regard for an employee's cultural or ceremonial obligations, and may grant a further period of unpaid cultural and ceremonial leave.

29.4 Notice Requirements

(a) An employee must make all reasonable efforts to advise the CEO as soon as reasonably practicable of the period or expected period of the cultural or ceremonial leave.

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

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

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

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

30. Domestic and Family Violence

30.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic and family violence (including sexual violence). Support measures for employees include leave with pay, flexible work options and access to an Employee Assistance Program (EAP) for domestic and family violence purposes. Additional support may be available to these employees through their agency.

30.2 Leave with pay is available to an employee who is experiencing domestic and family violence and who requires time off for reasons including, but not limited to:

(a) seeking safe accommodation;

(b) attending court hearings and police appointments;

(c) accessing legal advice;

(d) organising alternative care or education arrangements for the employee's children; or

(e) other related purposes approved by the CEO.

30.3 Domestic and family violence leave is accessed in accordance with By Law 18 – Miscellaneous Leave and is in addition to other leave entitlements. Domestic and family violence leave will count as service for all purposes.

30.4 Applications for leave will be dealt with confidentially and sensitively. Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.

30.5 Reasonable adjustments should be considered to ensure the individual's safety in the workplace (eg different work locations, removal of phone listing or changes to NTG email addresses).

PART 3 – HOURS OF DUTY, ROSTERING AND OVERTIME

31. Hours of Duty

The ordinary hours of duty of employees will not exceed 38 hours per week, or an average of 38 hours per week over a cycle of up to 12 weeks.

32. Span of Hours

The span of hours will be 6.00 am to 6.00 pm.

33. Part-Time Employment

33.1 No employee who is currently employed on a full-time basis will be required to convert to part-time employment or transfer without the employee's consent to enable part-time employment.

33.2 Changes to a part-time employee's hours originally established may be made by mutual agreement between the CEO and the employee.

33.3 The span of hours during which a part-time employee may work their ordinary hours will be the same span applicable to full-time employees.

33.4 Overtime will only be paid for work performed:

(a) outside the normal span of hours specified in clause 32 , except where the employee is a shiftworker;

(b) after working in excess of 64 hours per fortnight.

33.5 Part-time employees will be employed for not fewer than 16 hours and not more than 64 hours per fortnight, and will not be required to work less than four hours in any given day.

33.6 Where the employee agrees, a part-time employee may work fewer or more hours per week than the minimum or maximum limits stipulated in 33.5.

33.7 A part-time employee will be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis.

33.8 Entitlement to service increments will be on the basis of having worked the same chronological time period that entitles a full-time employee to an increment, regardless of the number of hours worked.

34. Public Holidays

34.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.

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

34.3 An employee will observe any day proclaimed or gazetted as a public holiday.

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

34.5 Payment for work on a public holiday is specified in clause 14 (Consolidated Allowance).

35. Cyclic Roster

35.1 Employees may be required to work continuous, rotating shift cycles.

35.2 Shift rosters will be posted in a position accessible to all employees, at least seven days before the day on which the rosters commence.

35.3 Shift rosters of less than 12 hours will be developed so that, where practicable, they result in employees receiving two rest days in each seven days or four rest days in each 14 days (as the case may be), with at least one rest day in each 14 days being a Sunday (noting that each rest day comprises at least 24 hours off duty).

35.4 12 hour shift rosters will be developed so that:

(a) where practicable:

(i) employees will not be rostered on both a Saturday and Sunday for more than three consecutive weekends;

(ii) in the event that employees are rostered on both a Saturday and Sunday for three consecutive weekends, they will not be rostered to work on a Saturday or Sunday for the following two consecutive weekends;

(b) they provide for at least 12 hours break between consecutive rostered shifts; and

(c) they provide for at least 48 hours break between one block of consecutive rostered shifts and the commencement of the next block of consecutive rostered shifts; or

(d) they provide for at least 72 hours break between one block of consecutive rostered night shifts and the commencement of the next block of consecutive rostered shifts.

35.5 The union will be consulted in accordance with clause 62 (Management of Change) prior to the introduction of substantial changes to shift rosters.

35.6 The parties agree to the continuation of a cyclic roster during the life of this Agreement.

36. Minimum Notice of Roster Change

36.1 Employees should be given as much notice as practicable of any change to their rostered shifts.

36.2 Where an employee is unable to perform their rostered shift and the CEO changes the roster of another employee to cover that vacancy, the new hours of duty will, for all purposes, be the replacement employee's rostered shift.

36.3 Subject to clause 36.5, in circumstances outlined in clause 36.2 above where the CEO receives:

(a) less than seven days notice of the roster vacancy, and change to another employee's roster to cover that vacancy must be made within 24 hours of the CEO being advised of the roster vacancy. Where this does not occur, the first shift on the changed roster will be paid at overtimes rates;

(b) at least seven days notice of a roster vacancy occurring, and changes another employee's roster to cover that vacancy without giving at least seven days notice, overtime rates will be payable for the number of days comprising the shortfall between seven days notice and the actual notice received.

36.4 If an employee is advised of a roster change which involves the employee ceasing duty and resuming duty later in the same day, all duty performed outside the employee's initial rostered hours for that day will be paid at overtime rates.

36.5 The provisions of this clause do not apply where an employee volunteers to change shifts on less than seven days notice or where the CEO approves an exchange of shifts agreed between employees under clause 36.6 below.

36.6 Employees are permitted to exchange shifts or days off, or to perform duty for other employees, provided prior approval has been granted by the CEO.

37. Meal Breaks

37.1 Employees are entitled to the following meal breaks:

(a) Employees working less than 10.86 hour shifts will receive a paid meal crib of 20 minutes within the period of the shift while remaining on duty; and

(b) Employees working shifts of 10.86 hours or more will receive two paid meal cribs of 20 minutes within the period of the shift while remaining on duty.

37.2 Employees will be allowed two paid tea breaks of 15 minutes each during a shift. Arrangements for the taking of tea breaks will be mutually agreed between employer and employee.

37.3 Where an employee has completed their ordinary hours of duty on a particular day and for operational reasons is required to perform overtime continuous with ordinary duty for a period exceeding two hours duration, the employee will be supplied with a meal and where practicable granted a meal break of 20 minutes, which will count for the purposes of overtime.

38. Overtime

38.1 Subject to clause 38.2, an employee will be liable to be called for duty at any time that the employee is required in accordance with the provisions of this clause.

38.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

(a) any risk to the employee's health and safety from working the overtime;

(b) the employee's personal circumstances, including family responsibilities;

(c) any notice given by the CEO of any request or requirement to work the overtime;

(d) any notice given by the employee of the employee's intention to refuse to work the overtime;

(e) the needs of the Agency or work unit;

(f) whether the employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working the overtime;

(g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;

(h) the nature of the employee's role and the level of responsibility;

(i) whether the overtime is in accordance with an averaging arrangement agreed to by the CEO and the employee; and

(j) any other relevant matter.

38.3 Subject to the provisions of this clause, the overtime payment provisions of clause 38.7 will apply to duty performed:

(a) on any day which is outside the normal rostered ordinary hours of duty; or

(b) in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.

38.4 No duty performed by an employee in excess of the employee's ordinary hours of duty will attract the overtime payment provisions of clause 38.7 unless it was performed at the direction of the CEO.

38.5 Any duty performed immediately following the conclusion of a rostered shift not exceeding 15 minutes at any one time, will not attract the overtime payment provisions of clause 38.7 unless the total of such periods in any fortnightly pay period exceeds one hour.

38.6 The overtime payment provisions of clause 38.7 will apply where an employee is required to travel on duty outside of the normal rostered ordinary hours of duty on any day for the purpose of:

(a) performing continuous official duty; or

(b) escorting prisoners,

provided that where two employees are travelling together in the same escort duty, the CEO may direct that the time to be paid at overtime rates to each employee will not exceed four hours in any one day.

38.7 Except as otherwise provided in this Agreement, an employee who performs overtime will be paid at the following rates:

(a) Monday to Saturday – time and a half for the first two hours and double time thereafter;

(b) Saturday (where overtime is in addition to ordinary time on that day) and Sunday – double time; and

(c) Public Holidays – double time and one half.

38.8 Where overtime commences on a Sunday or a public holiday, the Sunday or public holiday rate (whichever is applicable) will continue until the completion of that overtime shift, except where overtime spans from a Sunday into a public holiday, in which case 33.7 will apply.

38.9 The minimum payment for each separate overtime attendance which is not continuous with ordinary duty is three hours at the appropriate overtime payment rate. Employees will not, except due to unforeseen circumstances, be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.

38.10 Where more than one attendance is involved, the minimum overtime payment provision specified under clause 38.8 will not operate to increase an employee's overtime payment beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.

38.11 Clause 38.8 will not apply in a case where it is customary for an employee to return to work to perform a specific task outside of their rostered shift.

38.12 Payment for overtime will be made on the earliest practicable pay day following the performance of the overtime.

39. Minimum Rest Period Because of Overtime

39.1 For the purposes of this clause:

(a) only overtime in excess of three hours worked between successive rostered shifts is relevant;

(b) **rostered shift** means the period of ordinary duty which an employee is assigned on the roster duly posted in accordance with clause 35.2;

(c) **minimum rest period** means a period of eight consecutive hours off duty plus reasonable travel time; and

(d) **reasonable travel time** means a total of 30 minutes to cover the time taken to travel from and to the place of employment. This provision does not apply to an employee who remains in residence at the place of employment between rostered shifts.

39.2 In the interests of employee health and safety, when overtime is necessary it should be arranged so that an employee has a minimum rest period between successive rostered shifts.

39.3 In consideration of clause 39.2 the CEO may use one or more of the following procedures when arranging overtime:

(a) arrange for overtime to be worked for a period that will ensure the employee has a minimum rest period;

(b) share overtime between employees;

(c) alter the commencement time of the employee's next rostered shift, without loss of salary;

(d) change an employee's shift in accordance with clause 36 (Minimum Notice of Roster Change); or

(e) any other reasonable procedure, in consultation with the employee or their nominated representative, which may be a recognised union delegate.

39.4 If because of overtime an employee does not have a minimum rest period, that employee will be paid double time for their rostered shift until the employee has been released for a minimum rest period.

39.5 The provisions of this clause do not apply where a shift is changed or exchanged at the initiative of the employee.

40. Restrictive Duty – Duty Employee

40.1 An employee may be directed to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty.

40.2 Payment will be made subject to the following conditions:

(a) The restriction situation is imposed by prior written direction, or is subsequently approved in writing;

(b) The provisions of Emergency Duty as described in by-law 37 will not apply where an employee is recalled to duty while restricted;

(c) An employee who does not maintain a required degree of readiness while restricted will not be eligible to receive payment.

40.3 Payment rates – Duty employee

A duty employee is an employee who is required to remain at work overnight and/or over a non-working day and who may be required to perform certain tasks periodically or on an ad hoc basis, and who is provided with accommodation and amenities for sleeping or other personal activities during overnight attendance.

40.4 Where overtime is paid it will be at the rate of:

100% of the employee's ordinary rate of salary on Monday to Saturday
133% of the employee's ordinary rate of salary on Sunday
166% of the employee's ordinary rate of salary on Public Holidays

Note: This applies if the employee is required to perform duty that is not considered periodical or ad hoc tasks.

40.5 Restrictive Duty (where overtime is not paid)

(a) Monday to Saturday rate

(i) 93.75% of the employee's ordinary rate of salary of that part of the restriction that occurs on any day within the first 14 hours after the employee's normal commencing time of ordinary duty, or after the time at which the employee last commenced ordinary duty whichever is the later; and

(ii) 31.25% of any period of restriction occurring in any 24 hour period outside the 14 hours clause 40.5(a)(i).

(b) Sunday

(i) 124.5% of the employee's ordinary rate of salary of that part of the restriction that occurs on any day within the first 14 hours after the employee's normal commencing time of ordinary duty, or after the time at which the employee last commenced ordinary duty whichever is the later; and

(ii) 41.5% of any period of restriction occurring in any 24 hour period outside the 14 hours in clause 40.5(b)(i).

(c) Public Holiday

(i) 150% of the employee's ordinary rate of salary of that part of the restriction that occurs on any day within the first 14 hours after the employee's normal commencing time of ordinary duty, or after the time at which the employee last commenced ordinary duty whichever is the later ; and

(ii) 50% of any period of restriction occurring in any 24 hour period outside the 14 hours in clause 40.5(c)(i).

40.6 The restricted duty allowance is payable for each hour or part hour the employee is restricted outside the employee's ordinary hours of duty.

40.7 Any part of a period of restriction for which the employee receives another payment will not be included for calculating restricted duty allowance.

40.8 An employee who is restricted at a place of work, will be paid in accordance with the relevant overtime provisions, subject to a three hour minimum payment.

40.9 Notwithstanding these payment rate provisions, an employee who is placed in a restriction situation outside of the employee's ordinary hours of duty may be paid at an alternative rate approved by the Commissioner, having regard to the circumstances of the restriction situation.

40.10 Salary rate

(a) An employee's salary for the purposes of calculation of the restriction duty allowance will include higher duties allowance and any other allowances in the nature of salary with the exception of the consolidated allowance.

(b) The hourly rate of payment will be calculated as follows:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \text{\% of salary prescribed in clause 1.5}$$

41. Individual Flexible Working Arrangements

41.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the arrangement:

(a) deals with one or more of the following matters of this Agreement:

(i) arrangements about when work is performed;

(ii) payment for overtime taken as pay or time off in lieu of payment;

(iii) commuted salaries, leave or allowances.

(b) meets the genuine needs of the employee and the employer;

(c) is genuinely agreed to by the CEO and employee;

(d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;

(e) does not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and

(f) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

41.2 Arrangements are to be in writing and:

(a) signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;

(b) include details of:

(i) the terms of the agreement that will be varied by the arrangement;

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

(c) states the period of operation of the arrangement.

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

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

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

(a) by giving written notice of not more than 28 days (or in accordance with FW Act requirements) to the other party to the arrangement; or

(b) if the CEO and employee agree in writing – at any time.

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

42. Group Variation Working Arrangements

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

(a) hours of work, including rostered days off, restricted duties or flextime;

(b) commuted salaries or allowances;

(c) meal breaks; and

(d) leave.

42.2 Agreement to vary work arrangements will:

(a) result in more efficient operations;

(b) be genuinely agreed to by the majority of employees involved;

(c) result in the employees being better off overall than the employees would have been if no variation had been made;

(d) be recorded in writing and approved by the CEO;

(e) if required by the parties, include a mechanism to terminate and/or review the agreement; and

(f) require approval of the Commissioner and implementation via a Determination or other appropriate instrument.

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

42.4 The union will be consulted on proposed arrangements prior to the approval of the Commissioner.

43. Work Life Balance

43.1 Work Life Balance Initiatives

(a) The employer is committed to providing employees with flexibility to assist in balancing work and life commitments. The following initiatives may be accessed by employees (with the exception of clause 43.2, which does not apply to casual employees):

(i) use of individual flexible working arrangements as per clause 41 (Individual Flexible Working Arrangements);

(ii) home-based work;

(iii) job sharing;

(iv) part-time work;

(v) career breaks;

(vi) part-year employment; and

(vii) short term absences for family and community responsibilities.

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

(i) utilisation of recreation leave at half pay;

(ii) purchase of additional leave;

(iii) advanced notice of extended leave without pay (up to 12 months).

43.2 General principles in relation to Work Life Balance Initiatives:

(a) An employee's request to access Work Life Balance Initiatives must:

(i) be in writing; and

(ii) set out details of the change sought and the reasons for the request.

(b) When considering applications from employees wishing to access the initiatives specified in clause 43.1, the CEO must ensure that:

(i) the Agency's operational requirements are met and services to the public are not disrupted;

(ii) employees fulfil the criteria outlined in this clause;

(iii) fair and reasonable consideration is given to employee applications; and

(iv) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other employees.

(c) When considering applications from employees wishing to access the leave initiatives in clause 43.1(b), the CEO must consider whether the application is justified in light of available leave credits and should not approve applications in circumstances where employees are likely to have significant accrued leave entitlements at the time of accessing the leave initiatives.

(d) The CEO must provide written reasons for a decision where an employee's application is refused.

(e) The CEO may establish internal procedures for assessing an employee's application, which must not be inconsistent with the provisions of this clause.

(f) Employees accessing the initiatives provided under this clause are to continue to have the same opportunities in relation to access to training and development, information and meetings, as other employees, where possible.

(g) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act.

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

(a) clauses 43.1(a) and 43.1(b)(iii) must be in accordance with any relevant workplace agreement provisions, guidelines, or policies; and

(b) clauses 43.1(b)(i) and 43.1(b)(ii) must be in accordance with the specific requirements of Schedule 3 (Work Life Balance Initiatives).

43.4 Formal Requirements Applicable to Request for Flexible Work Arrangements in Certain Circumstances

(a)

(i) In accordance with the FW Act, where an employee, including an eligible casual employee, is making a request to change their working arrangements because certain circumstances, as set out in clause 43.4(a)(ii) below, apply to them and the employee would like to change

their working arrangements because of those circumstances, the requirements of this clause will apply.

(ii) The following are the circumstances, the employee:

- is the parent, or has responsibility for the care, of a child who is of school age or younger;
- is a carer (within the meaning of the *Carer Recognition Act 2010*);
- has a disability;
- is 55 or older;
- is experiencing violence from a member of the employee's family;
- provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

(b) The employee's request must:

(i) be in writing; and

(ii) set out details of the change sought and the reasons for the request.

(c) The CEO must:

(i) give the employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;

(ii) only refuse the request on reasonable business grounds as set out in clause 43.4(d); and

(iii) if the request is refused, provide details of the reasons for the refusal.

(d) For the purposes of clause 43.4(c)(ii) reasonable business grounds includes, but are not limited to:

(i) that the new working arrangements would be too costly for the employer;

(ii) that there is no capacity to change the working arrangements of other employees to accommodate the request;

(iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;

(iv) that there is likely to be a significant loss in efficiency or productivity;

(v) that there is likely to be a significant negative impact on customer service.

(e) An **eligible casual employee** is defined under clause 22.3(f) (Parental Leave).

44. Time Off in Lieu

44.1 The maximum amount of time off in lieu that employees may accrue is 80 hours, instead of the 40 hours specified in By-law 37.10(b).

44.2 Employees have the option to 'cash-in' time off in lieu at any stage and payment will be made in the next available pay following receipt of the request in payroll.

44.3 In the case of Alice Springs based employees only, accrued time off in lieu must be used within 12 months from the original date of accrual, instead of the eight months specified in By-law 37.8.

PART 4 – GENERAL EMPLOYMENT CONDITIONS

45. Commitment to Employee Assistance Programs

45.1 The parties agree that the purpose of an Employee Assistance Program (EAP) is to assist management and employees to deal with issues that may impact on work performance.

45.2 Provision of an EAP is recognised as a contemporary human resource strategy that provides benefits to the Agency and the employee.

45.3 Access to EAPs by employees and their families will be subject to the following:

(a) the availability of the EAP in their geographical area (the parties recognise that remote areas may not have direct access to an EAP provider. In these instances, innovative measures such as telephone counselling, internet and travel may be utilised, where appropriate);

(b) the relevance of the employee's family attending the counselling service, as determined by the provider; and

(c) consistent with the Agency's policy, the cost of the first three work-related visits is to be met by the Agency, with the cost of any subsequent visit by agreement between the Agency and the provider.

46. 'Cashing Up' of Airfares on a Common Date

46.1 Leave airfare allowance will be paid to an eligible employee on the first pay day on or after 1 May of each year. Under these arrangements an employee's accrual date remains the same, subject to deferral resulting from any leave without pay taken by the employee.

46.2 An employee may request in writing to receive payment of an accrued leave airfare allowance prior to the common payment date.

46.3 An employee may request in writing that payment of the leave airfare allowance be deferred for the purposes of utilising kilometre allowance and travelling time. Such request must be given two months prior to the common payment date.

46.4 Once payment has been made, there is no provision for an employee to repay monies in order to utilise kilometre allowance or travelling time.

47. Recovery of Overpayments on Cessation of Employment

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

48. Superannuation

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

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

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

Note: CSS was closed to new members from 1 October 1986 and both NTGPASS and NTSSS were closed to new members from 10 August 1999. Employees employed before these dates may be members of the CSS, NTGPASS and NTSSS.

48.4 Employees who commenced after 10 August 1999, or who have ceased to be a member of the CSS, NTGPASS or NTSSS, can choose a complying superannuation fund to receive contributions on their behalf. Employees who do not nominate a superannuation fund will become members of the current default superannuation fund, which offers a MySuper product.

49. Salary Sacrifice

49.1 Salary Sacrifice for Employer Superannuation

(a) Under this Agreement an employee may choose to sacrifice salary for employer superannuation contributions into a complying superannuation fund. The arrangement is available to all employees and participation is at the discretion of an individual employee. Under the arrangement the following conditions apply:

(i) An employee who currently has their employer superannuation guarantee contributions paid to a Choice of Fund superannuation fund (e.g. employed after 10 August 1999) may salary sacrifice into that fund or another complying superannuation fund;

(ii) An employee who currently contributes to the CSS is not able to salary sacrifice into that scheme but can salary sacrifice into another complying superannuation fund;

(iii) An employee who currently contributes 6% to NTGPASS may salary sacrifice into NTGPASS or another complying superannuation fund;

(iv) While there is no limit to the amount an employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions (whether real of notional), will be assessed against the Commonwealth concessional contribution cap relevant to the employee's age. The employee is responsible for any tax and interest that may be imposed by the Australian Taxation Office or other relevant authority for them exceeding the Commonwealth concessional contribution cap;

(v) The arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly;

(vi) The arrangement does not operate to reduce employer superannuation contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of salary sacrifice arrangements; and

(vii) When an employee who is a member of the CSS, NTSSS or NTGPASS enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes will remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes).

49.2 Salary Sacrifice Packaging

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

(a) the arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;

(b) Salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes shall be met by the employee;

(c) An employee will meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;

(d) An employee's salary for superannuation purposes and severance and termination payments will be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement; and

(e) An employee will provide evidence of having obtained or waived the employee's right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

50. Training and Development

50.1 The parties are committed to training and career development opportunities for employees that support and/or enhance Agency outcomes. The parties aim to achieve this by:

(a) supporting lifelong learning at both an Agency and individual level; and

(b) supporting individual development plans that serve to identify learning opportunities that match the employee's development and career needs, as well as the needs of the Agency.

50.2 The parties agree that training and staff development will be:

(a) planned and budgeted for;

(b) part of the Agency's integrated Human Resource Development, Management and Equal Employment Opportunity strategy;

(c) relevant to the stated outcomes in Agency strategic or business plans and the NTPS training plan;

(d) an important part of the successful operation of the NTPS redeployment and retraining framework; and

(e) an important component of increased productivity and continuous improvement throughout the NTPS.

50.3 The Agency will conduct block training to facilitate the completion and maintenance of core competencies by employees.

50.4 The parties agree that all relevant aspects of the national training agenda, including National Public Administration and other competency standards and competency based training, will be implemented in the NTPS.

50.5 The parties agree to evaluate the provision of training on an ongoing basis to ensure that training outcomes continue to reflect the needs of both the Agency and employees in fulfilling their functions, roles and responsibilities.

51. Duties

51.1 An employee may be directed to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties do not promote de-skilling.

51.2 An employee may be directed to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained and/or licensed in the use of such tools and equipment.

51.3 Any direction issued pursuant to clauses 51.1 or 51.2 will be consistent with the responsibilities of the employer and of the employee to ensure a safe and healthy workplace.

52. Correctional Officer First Class Suitability Assessment Process

52.1 Eligibility

(a) Employees will be eligible to be assessed for potential progression to the designation of Correctional Officer First Class in accordance with the Correctional Officer First Class Suitability Assessment Process set out in clause 52.2 provided they have completed the following service requirements as a Correctional Officer within the Agency:

(i) at least 30 months continuous custodial operational experience in the Northern Territory in the case of employees who joined the service through the Trainee Correctional Officer course; or

(ii) at least 12 months continuous custodial operational experience in the Northern Territory in the case of employees who joined the service with one or more years previous experience as a Correctional Officer.

52.2 Correctional Officer First Class Suitability Assessment Process

(a) Where reasonably practicable, two Correctional Officer First Class Suitability Assessment Processes will be conducted each year, in accordance with the provisions of this clause.

(b) The Correctional Officer First Class Suitability Assessment Process will comprise the following elements:

(i) Correctional Officers are required to submit a written expression of interest addressing details of skills, abilities and experience against each of the following criteria:

A. proven ability to operate within the Northern Territory statutory framework and other rules/regulations governing custodial services;

B. knowledge of custodial philosophies and policies and demonstrated experience in the operation of a custodial institution;

C. demonstrated ability to interact with people from diverse cultures and communicate with people at all levels, including a knowledge and understanding of the needs of Aboriginal persons; and

D. potential development as a supervisor, including:

1) sound judgement;

2) the ability to quickly and effectively manage difficult situations that may arise in a custodial institution;

3) high level interpersonal skills;

4) high level oral and written communication skills;

5) the ability to organise and prioritise workloads; and

E. demonstrated adherence to the performance and conduct principles of the PSEM Act.

(ii) Expressions of interest will be reviewed by the Correctional Officer First Class Suitability Assessment Group, which will determine whether applicants are suitable to progress to the next stage of the assessment process.

(iii) The suitability assessment group shall comprise of the Superintendent or their delegate (Deputy Superintendent), a Chief Correctional Officer, and a Human Resources representative, or as determined by the CEO.

(iv) Employees assessed as suitable under clause 52.2(b)(ii) will:

A. be required to complete half of the mandatory units from the Certificate IV in Correctional Practice during the performance appraisal process referred to in clause 52.2(b)(iv)B below; and

B. undergo a performance appraisal process reflecting the principles in Employment Instruction No. 4 to provide them with the direction they need to work towards their successful completion of the assessment process against the criteria specified in clause 52.2(b)(i).

(v) The Correctional Officer First Class Suitability Assessment Group will review applicant performance outcomes under clause 52.2(b)(iv), and will determine whether applicants are suitable for entry into the Senior Correctional Officer Promotional Course, based on merit selection against the criteria specified in clause 52.2(b)(i) above.

(vi) Applicants will be notified in writing of determinations made by the Correctional Officer First Class Suitability Assessment Group under clauses 52.2(b)(ii) and 52.2(b)(v) above.

52.3 The elements of the Correctional Officer First Class Suitability Assessment process set out in clauses 52.2(b)(iv) to 52.2(b)(vi) will be completed over a six month period.

52.4 Subject to clause 52.5, during the Senior Correctional Officer Promotional Course employees will complete the remaining identified supervisory units of the Certificate IV in Correctional Practice (in addition to those completed under clause 52.2(b)(iv)A).

52.5 The Agency may recognise prior learning in determining whether an employee is required to attend all sessions of the Senior Correctional Officer Promotional Course, in order to satisfy the minimum requirements of completion.

52.6 Subject to clause 52.7 below, employees may only submit one application every 12 months to participate in the Correctional Officer First Class Suitability Assessment Process.

52.7 Where an employee fails to satisfy the requirements of clauses 52.2 or 52.4 due to extenuating circumstances, the employee may be permitted to submit a further application within a 12 month period, at the absolute discretion of the CEO based on the circumstances of the particular case.

53. Eligibility Requirements for Correctional Officer First Class

53.1 An employee who joins the service without first holding a Certificate IV in Correctional Practice will be eligible to progress to:

(a) the first pay point of the Correctional Officer First Class designation on the successful completion of all mandatory units of the Certificate IV in Correctional Practice attained through the process set out in clause 52 above; and

(b) the second pay point of the Correctional Officer First Class designation on the successful completion of the remaining units (i.e. elective units) required to attain Certificate IV in Correctional Practice.

53.2 An employee who joins the service already holding a Certificate IV in Correctional Practice will:

(a) be appointed at the fifth pay point of the Correctional Officer designation;

(b) have the employee's Certificate IV units assessed against mandatory agency requirements during the probationary period;

(c) be eligible for progression to the second pay point of the Correctional Officer First Class designation after completing at least 18 months continuous custodial operational experience in the Northern Territory, provided that the employee has satisfactorily completed:

(i) any additional Certificate IV units identified as necessary to satisfy mandatory agency requirements; and

(ii) the Correctional Officer First Class Suitability Assessment process set out in clause 52.2 above.

53.3 An employee who meets the eligibility requirements of clause 52.1 and joins the service without first holding a Certificate IV in Correctional Practice and who subsequently attains the Certificate IV other than through the process set out in clause 52.2 will be eligible for progression to the Correctional Officer First Class designation in accordance with the requirements of clause 53.2(c).

54. Certificate IV in Correctional Practice

54.1 Should the Certificate IV in Correctional Practice substantially change during the life of this Agreement, the parties acknowledge that the Correctional Officer First Class Suitability Assessment Process and the Eligibility Requirements for Correctional Officer First Class may need to be amended and will consult with employees and the union.

54.2 The Commissioner will give effect to the amendments to clauses 52.2(b)(iv)A, 52.4 and 53.1(a) through a determination or other appropriate instrument.

55. Eligibility Requirements for Senior Correctional Officer

55.1 A Certificate IV in Correctional Practice is an essential requirement for promotion to the Senior Correctional Officer designation.

55.2 To be eligible to progress to the third pay point of the Senior Correctional Officer designation, employees must:

(a) hold a relevant diploma qualification; and

(b) have completed at least 12 months continuous service as a Senior Correctional Officer in the Northern Territory.

55.3 All periods of higher duties performed as a Senior Correctional Officer during the 24 months preceding an employee's promotion to the Senior Correctional Officer designation, count toward the continuous service requirement specified in clause 55.2(b) above.

56. Eligibility to Perform Higher Duties as a Senior Correctional Officer

56.1 On progression to the Correctional Officer First Class designation, employees become eligible to perform higher duties as a Senior Correctional Officer.

56.2 Employees who progressed to the designation of Correctional Officer First Class prior to 1 July 2014 will continue to be able to perform higher duties as a Senior Correctional Officer but will not have access to the second pay point of the Correctional Officer First Class designation until they have satisfied the requirements of clause 53.1(b).

57. Eligibility Requirements for Senior Industry Officer

57.1 To be eligible to progress to the third pay point of the Senior Industry Officer designation, employees must:

(a) hold a Certificate IV in Frontline Management; and

(b) have completed at least 12 months continuous service as a Senior Industry Officer in the Northern Territory.

58. Pool for Temporary Higher Duties in Custodial Positions

58.1 The parties agree that the intent of this clause is:

(a) to establish a fair and operationally efficient recruitment and selection arrangements for temporary promotion;

(b) to ensure that Correctional Officers who are interested and suitable to perform the duties of higher level rank have the opportunity to do so; and

(c) to ensure temporary arrangements equip officers for future advancement, and complement agreed performance management systems, training, career development and promotional courses.

58.2 The parties agree that the following arrangements will continue:

(a) every 12 months in May, expressions of interest will be sought from employees interested in performing duties at a higher level rank in fixed period vacancies of up to six months duration;

(b) a bulk selection of interested employees will be conducted to determine a higher duties pool of employees suitable to perform duties at a higher rank, with the higher duties pool remaining current for 12 months. Selection assessment will have regard to job descriptions (including selection criteria), the merit principle as defined in the PSEM Act and any other criteria or standards agreed between the parties;

(c) the bulk selection exercise will be conducted in a timely and fair manner. Unnecessarily time consuming procedures and excessive documentation are to be avoided, but should include contact with supervisors and nominated referees;

(d) any employee who successfully meets the eligibility criteria after expressions of interest have closed may at any time nominate to be included in the higher duties pool and will be assessed in accordance with clause 58.2(c); and

(e) employees who are permanently promoted are removed from the existing higher duties pool but may express interest at any time for suitability for temporary performance at a rank above the level permanently promoted to.

59. Security of Employment

59.1 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within the NTPS, the parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.

59.2 The Commissioner supports certainty of employment through the appropriate application of the merit principle. The use of higher duties, fixed period employment and casual employment arrangements in the NTPS are appropriate in certain circumstances.

60. Communication Systems and Information Technology

The parties recognise the role that modernising and upgrading information technology and systems play in reducing workloads and achieving productivity gains, and are committed to ongoing improvements over time, including but not limited to:

(a) devising and implementing management and information systems designed to reduce paper intensive processes and replace them with electronic/digital processes;

(b) introducing electronic security systems which allow for more reliable tracking and monitoring; and

(c) prompt and reliable technical support systems.

PART 5 – FUTURE DIRECTIONS AND ONGOING CONSULTATION

61. Appropriate Workplace Behaviour

61.1 The Commissioner, CEOs and employees to this Agreement are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying and will take all reasonably practicable steps to:

(a) foster a culture of respect in the workplace; and

(b) ensure employees are treated appropriately and not subject to bullying.

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

62. Management of Change

62.1 This clause applies if the CEO:

(a) has developed a proposal for major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Notification and Representation

62.2 For a proposed major change or changes to regular roster pattern or ordinary hours referred to in clause 62.1(a):

(a) the CEO must notify and consult the relevant employees and the union of the proposal to introduce the major change; and

(b) clauses 62.3 to 62.10 apply.

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

62.4 If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the CEO of the identity of the representative;

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

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

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the CEO's workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration to regular roster patterns or arrangement, ordinary hours and/or hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

62.6 As soon as practicable after proposing to introduce the change, the CEO must:

(a) discuss with the relevant employees the introduction of the change; and

(b) provide to the relevant employees:

(i) as far as practicable, all relevant information to employees about proposed changes or decision or other matters that will impact on them; and

(ii) information about any other matters the CEO reasonable believes are likely to affect the employees.

(c) providing an opportunity for employees and their representatives, to put forward views, comments and suggestions on the matters including the opportunity, where relevant to meet with employee representatives. Any impact in relation to family or caring responsibilities of employees will be included;

(d) consider the views, comments and suggestions submitted; and

(e) advise employees and their representatives of the final decisions, explaining how the views expressed by the employees and their representatives were taken into account.

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

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

62.9 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the CEO, the requirements set out in clause 62.2(a), and clauses 62.3 and 62.5 are taken not to apply.

62.10 Following consultation under clause 57.2 after making a final decision a CEO must consult on implementation.

62.11 In this clause:

relevant employees means the employees who may be affected by a change referred to in clause 62.1.

63. Consultative Committees

63.1 In relation to matters of general interest to the NTPS, the parties to this Agreement agree to utilise the PSCC established under the PSEM Act.

63.2 In relation to workplace issues, the CEO may establish a consultative committee as a forum for consultation.

63.3 In relation to clause 63.2, the Joint Industrial Relations meetings provide a forum to discuss industrial relations matters at an agency wide (i.e. non-local) level.

64. Union Rights

64.1 Union Representation

(a) The CEO recognises the legitimate right of the union to represent those employees who are members, or eligible to become members.

(b) An employee appointed as a union delegate in the agency will, be recognised as the accredited representative of the union. Subject to operational requirements and prior notice an accredited union delegate shall be allowed reasonable time during working hours to consult with members or employees eligible to become members on employment matters affecting employees covered by this agreement.

(c) A union delegate will advise their work unit manager that they have been appointed as a union delegate.

64.2 Union Training Leave

(a) For the purpose of assisting employees to understand their rights and entitlements under this Agreement and improving industrial relations, the CEO will, subject to the provisions of this clause, provide an employee who is a recognised union delegate or nominated employee representative with up to five days paid leave per annum to attend union training courses conducted by the union or approved by the union.

(b) The approval for an employee to attend a training course will be subject to the operational requirements of the agency.

(c) An employee seeking to take training leave under this course must:

(i) unless agreed by the CEO, have completed at least 12 months continuous service prior to taking training leave; and

(ii) have been nominated by the union to attend the course for which the training leave is sought.

(d) The employee will only be paid for the period of training leave if:

(i) the employee provides evidence satisfactory to the CEO of the employee's attendance at the course for which training leave was sought; and

(ii) unless agreed by the CEO, the CEO has received not less than four weeks written notice of nomination from the union, setting out the time, dates, content and venues of the course.

(e) Leave granted under this clause will be on ordinary pay; and

(f) Leave granted under this clause will count as service for all purposes.

64.3 Communications

For the purpose of assisting employees to understand their rights and entitlements under the Agreement, the CEO shall, where practicable, make available facilities to assist the union to display notices that are relevant to employment matters on general staff notice boards.

64.4 Delegate's Rights and Obligations

(a) The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

(b) An employee may have a union representative to represent the employee in a dispute or significant workplace matter and make representations on behalf of the employee.

(c) The CEO and union workplace delegates must deal with each other in good faith.

(d) The rights and obligations of union workplace delegates will be underpinned by the following principles:

(i) workplace delegates will be able to perform their role without any discrimination in their employment;

(ii) ability for delegates to represent their members in the workplace (eg during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent members generally);

(iii) ability for delegates to have access to paid time to consult with employees;

(iv) reasonable access to agency facilities (including telephone, facsimile, photocopying, internet, email facilities, and meeting rooms) for the purpose of work as a delegate;

(v) opportunity to inform employees about union membership;

(vi) ability to represent employees at an industrial tribunal;

(vii) maintaining the confidentiality of agency information as well as information about NTPS employees;

(viii) all parties will behave in a professional, productive and ethical manner;

(ix) a delegate would be expected to carry out their normal duties; and

(x) ability for an official to "walk around" a workplace to hold individual discussions contingent on the nature of the work being performed in the workplace subject to discussion with and prior approval of the CEO and any limitations imposed. Approval for "walk around" will not be unreasonably withheld.

65. Operating Model

65.1 The parties agree that a new Operating Model will be developed using genuine consultation by 29 February 2020 for the Darwin and Alice Springs Correctional Centres, and the Barkly and Datjala Work Camps.

65.2 The parties agree to genuinely consult with the Union on the new final Operating Model.

65.3 The parties agree to work collaboratively with the Union on the best positions for the new staffing model(s) to ensure successful implementation by no later than 29 February 2020.

65.4 The parties will work cooperatively to implement the new Operating Model within 6 months of it being funded by Cabinet.

65.5 The parties acknowledge the need for regular and ongoing monitoring, assessment and review of the Operating Model.

65.6 Once implemented, variations to the Operating Model will be through agreement with the union, except in the circumstances set out in clauses 65.7 and 65.8.

65.7 Where variations to the Operating Model are required in response to a Government direction or changes in Government policy priorities, the variations will be managed in accordance with consultation provisions set out in clause 65.9.

65.8 Where an incident or event threatens the security and good order of a correctional precinct/work camp and/or staff or offenders, the CEO may implement a temporary variation to the Operating Model with consultation that is practicable in the circumstances, and that variation may be maintained for the life of the incident or event.

Consultation

65.9 For the purposes of this clause, consultation involves the following:

(a) providing all relevant information to employees about impending changes or decisions or other matters before they have had an impact on them;

(b) providing an opportunity for employees and their representatives, to put forward views, comments and suggestions on the matters including the opportunity to meet with employer representatives;

(c) consideration of the views, comments and suggestions submitted; and

(d) advising employees and their representatives of the final decisions, explaining how the views expressed by the employees and their representatives were taken into account.

Disputes

65.10 In the event of a dispute, clause 11 (Dispute Settling Procedures) will apply, with the exception of disputes relating to clauses 65.7or 65.8, in which case clause 11.7 (Arbitration) will not apply.

65.11 Subject to the matters set out in clause 65.7 and 65.8, the CEO will not implement a variation until the dispute settlement process has been facilitated.

66. Redeployment and Redundancy

66.1 Subject to clause 66.2, Schedule 2 (Northern Territory Public Sector Redeployment and Redundancy Entitlements) will apply to employees.

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

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

(a) the second employer recognises the employee's service with the first employer; or

(b) the employee rejects an offer of employment made by the second employer that:

(i) is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before termination; and

(ii) recognises the employee's service with the first employer,

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

Schedule 1 **Rates of Pay**

Classification	old salary rates effective 15.12.16 $ p.a.	**Salary Rates Effective 14.12.17 $ p.a.**	**Salary Rates Effective 13.12.18 $ p.a.**	**Salary Rates Effective 12.12.19 $ p.a.**	**Salary Rates Effective 10.12.20 $ p.a.**
TCO (block) Det 1070 of 2000	50,040	51,291	52,574	53,888	55,235
TCO (balance)	55,600	56,990	58,415	59,875	61,372
CO (1)	55,600	56,990	58,415	59,875	61,372
CO (2)	56,835	58,256	59,712	61,205	62,735
CO (3)	58,070	59,522	61,010	62,535	64,098
CO (4)	59,294	60,776	62,295	63,852	65,448
CO (5)	61,001	62,526	64,089	65,691	67,333
CO 1/C (1)*	62,293	63,850	65,446	67,082	68,759
CO 1/C (2)**	63,498	65,085	66,712	68,380	70,090
SCO (1)	70,290	72,047	73,848	75,694	77,586
SCO (2)	72,073	73,875	75,722	77,615	79,555
SCO (3)~	73,516	75,354	77,238	79,169	81,148
SIO (1)	70,290	72,047	73,848	75,694	77,586
SIO (2)	72,073	73,875	75,722	77,615	79,555
SIO (3)^	73,516	75,354	77,238	79,169	81,148

CO 1/C (1)* Refer to Clause 53 for eligibility requirements
CO 1/C (2)** Refer to clause 53 for eligibility requirements
SCO (3)~ Refer to Clause 55 for eligibility requirements
SIO (3)^ Refer to Clause 57 for eligibility requirements

Schedule 2 Northern Territory Public Sector Redeployment and Redundancy Entitlements

2.1 Definitions

2.1.1 For the purposes of these provisions:

(a) **potentially surplus employee** means an employee who has been declared by the CEO to be potentially surplus to the requirements of the Agency under section 41 of the PSEM Act.

(b) **service** means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transferee as defined in accordance with By-Law 45.1.

(c) **suitable employment** means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities.

(d) **surplus employee** means an employee in relation to whom the CEO has requested that the employer exercise their powers under section 43 of the PSEM Act.

(e) **union** means a trade union as defined in the FW Act and which is covered by this Agreement.

2.2 Consulting Relevant Unions

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

(a) notify the relevant union of the potentially surplus situation and the name of the employee; and

(b) invite the union to meet with an agency representative in relation to the situation.

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

2.3 Finding of Other Suitable Employment

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

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

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

2.4 Voluntary Retrenchment

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

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

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

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

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

(a) for an employee with at least one year but less than two years service: four weeks salary;

(b) for an employee with at least two years but less than three years service: six weeks salary;

(c) for an employee with between three years and three and a half years service: seven weeks salary; and

(d) for an employee with greater than three and a half years service: two weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.

2.4.6 For the purpose of calculating payment under clause 2.4.5:

(a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that they are a surplus employee, the salary level is the employee's salary in their higher designation at the date of notification; and

(b) where an employee has been paid a loading for shiftwork for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of 'weeks salary'.

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

2.4.8 The entitlement under:

(a) clause 2.4.3 constitutes notice for the purposes of section 117 of the FW Act; and

(b) clause 2.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.

2.4.9 All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.

2.4.10 Subject to clause 2.4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.

2.4.11 A surplus employee who has a leave airfare entitlement under PSEM By-law 33 or 47 is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and the employee's recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 2.4.10 , and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

2.5 Notice of Redundancy

2.5.1 A surplus employee cannot be given notice under this clause unless the employee has:

(a) been offered a voluntary retrenchment and has declined that offer; or

(b) has requested a voluntary retrenchment and the employer has refused the request.

2.5.2 Subject to clause 2.5.5 , where the employer determines that a surplus employee is unable to be placed in other suitable employment:

(a) the employee is entitled to 26 weeks formal notice of redundancy; or

(b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.

2.5.3 In addition to notice of redundancy under clause 2.5.2, a surplus employee must be given four weeks formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause 2.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.

2.5.4 The period of notice under clause 2.5.3 constitutes notice for the purposes of section 117 of the FW Act.

2.5.5 The period of notice under clause 2.5.2 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

Example: A 50 year old employee with four years service has been given notice of redundancy. The employee will receive a total redundancy entitlement of 52 weeks, comprising 44 weeks notice of redundancy and the NES entitlement to eight weeks redundancy pay which will be paid on termination.

2.5.6 In accordance with clause 2.3.2 , during the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.

2.5.7 With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 2.5.2 or 2.5.3 may request that the termination occur before the expiry date of the notice period. The date requested then becomes the date of termination of employment.

2.5.8 Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses 2.5.2 and 2.5.3.

2.5.9 A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 2.5.2 and 2.5.3 being invoked, is not entitled to receive a greater payment under clause 2.5.8 than the employee would have been entitled to receive had they been voluntarily retrenched.

2.5.10 For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 2.5.2 or 2.5.3 is entitled:

(a) to reasonable leave with full pay; and

(b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

2.6 Transfer to other suitable employment

2.6.1 A potentially surplus employee or a surplus employee is entitled to four weeks notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the four week notice period.

2.6.2 A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving the employee's household to a new location if, in the opinion of the employer the transfer is necessary to enable the employee to take up suitable employment.

2.6.3 Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary the employee will be entitled to income maintenance payments as follows:

(a) where the period of notice of redundancy has already been invoked, the greater of:

(i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause 2.5.2; or

(ii) four weeks; or

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

2.6.4 Income maintenance payments are calculated as follows:

(a) an amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or

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

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

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

2.7 Use of Accrue*d* Personal Leave

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

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

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

2.8 Right of Review

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

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

2.9 Substitution or Other Entitlements

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

2.10 Exemption

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

Schedule 3 **Work Life Balance Initiatives**

3.1 General

3.1.1 In addition to the principles contained in clause 43 of the Agreement, access to the initiatives set out below must be in accordance with this Schedule.

3.1.2 The provisions of this Schedule do not apply to casual employees.

3.1.3 In accessing the leave initiatives set out below, it is not intended that employees be advantaged or disadvantaged in relation to the administration of accrual or payment of entitlements.

3.2 Recreation Leave at Half Pay

3.2.1 An employee may apply to utilise one or more weeks of their recreation leave at half pay, in order to double the period of leave.

3.2.2 An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.

3.2.3 Where an employee utilises an amount of recreation leave at half pay:

(a) leave entitlements will accrue as if the employee had utilised the amount of recreation leave at full pay;

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

(b) salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.

3.2.4 A period of recreation leave at half pay does not break continuity of service.

3.2.5 The second half of the period of recreation leave at half pay will not count as service and service based entitlements will be adjusted accordingly.

For example: If an employee utilises two weeks recreation leave over a period of four weeks at half pay, service based entitlements (e.g. personal leave, long service leave, paid parental leave) will be deferred by two weeks.

3.3 Purchase of Additional Leave ('Purchased Leave')

3.3.1 Entitlement to purchased leave

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

Example:
Additional six weeks purchased leave (12 weeks leave in total)
Additional five weeks purchased leave (11 weeks leave in total)
Additional four weeks purchased leave (10 weeks leave in total)

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

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

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

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

(c) A CEO must not approve a purchased leave arrangement that will provide an employee with a total leave balance (i.e. accrued recreation leave entitlements and purchased leave) that will exceed the applicable excess recreation leave limits in clause 25.6 (Excess Leave) of this Agreement.

3.3.2 Method of purchase

(a) Additional leave must be purchased in advance.

(b) An employee purchasing additional leave will pay an amount equal to salary for the additional leave over a 12 month period. Payments will be deducted from the employee's gross fortnightly salary.

For example: An employee earns an annual gross salary of $47 006 or $1802.15 per fortnight. The employee purchases an additional four weeks leave which equates to two fortnightly pays (ie $3604.30).

The employee's fortnightly deductions over a 12 month period (26 pays) would be:

- *$138.80 for the first deduction; and*
- *$138.62 for the remaining 25 deductions.*

Note: DCIS payroll is responsible for calculating actual deductions associated with an application for purchased leave.

(c) Subject to any requirements to utilise purchased leave under this clause, purchased leave will be credited and available for use every three months.
For example: An employee purchasing an additional four weeks leave, commences the 12 month agreement on 1 January 2017 will be credited leave as follows:

- *five days to be credited on 1 April 2017;*
- *five days to be credited on 1 July 2017;*
- *five days to be credited on 1 October 2017; and*
- *the remaining five days to be credited on 1 January 2018.*

Note: DCIS payroll is responsible for calculating actual deductions associated with an application for purchased leave.

(d) The employee's deductions for purchased leave will be increased in accordance with salary increases applying during the period of the Agreement.

(e) A period shorter than 12 months for purchasing additional leave may be implemented with the CEO's approval.

3.3.3 Administrative

(a) For the period over which payments are being deducted from an employee's salary to fund a purchased leave arrangement, compulsory employer superannuation contributions are calculated on the salary that the employee was paid:

(i) prior to purchased leave deductions being made in the case of NTGPASS and CSS employees; and

(ii) after purchased leave deductions being made in the case of Choice of Fund superannuation fund employees.

(b) Purchased leave will count as service for all purposes.

(c) Purchased leave does not attract a leave loading.

(d) Approval to utilise the additional leave purchased shall only be granted where an employee has:

(i) less than three days of accrued recreation leave entitlements;

(ii) exhausted long service leave entitlements, except where the employee has satisfied the conditions of By-law 8.3;

as of the date the employee intends to utilise the additional leave either of these requirements can be waived where an employee has attempted to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of the agency.

(e) If an employee does not use the purchased leave within the period agreed and leave is not deferred, it will lapse and the employee will be reimbursed monies paid.

(f) Purchased leave must be taken in minimum periods of one week.

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

3.3.4 Independent advice

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

(a) the employee's financial situation;

(b) the potential impact on taxation; and

(c) the potential impact on superannuation.

3.3.5 Agreement

(a) A purchased leave agreement must be in writing.

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

3.3.6 Cessation of purchased leave

(a) A purchased leave arrangement may cease in the following ways:

(i) At the request of the employee on the giving of four weeks written notice to the CEO, provided that approval of the request is at the discretion of the CEO, based on operational and other relevant considerations.

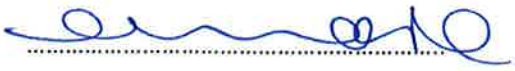
(ii) At the initiative of the CEO, on the giving of three months written notice to the employee, along with reasons for the cessation.

(iii) The employee ceases employment with the NTPS.

(iv) The employee moves to a new work area within the agency, or to another agency (unless the new work area or agency agrees to continue the arrangement).

(b) Where a purchased leave arrangement ceases in accordance with clause 3.3.6(a) the employee will be reimbursed a lump sum payment of monies paid within two months of the date of cessation, provided that where the employee has already commenced the period of purchased leave, the employee will be reimbursed monies paid on a pro rata basis, in accordance with the portion of monies relating to the unused period of leave.

SIGNATORIES to the Correctional Officer (NTPS) 2017 - 2021 Enterprise Agreement



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Dated: 18 September 2019