



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Office of the Commissioner for Public Employment
(AG2023/921)

CORRECTIONAL OFFICER (NTPS) 2021 - 2025 ENTERPRISE AGREEMENT

Northern Territory

COMMISSIONER LEE

MELBOURNE, 18 APRIL 2023

Application for approval of the Correctional Officer (NTPS) 2021 - 2025 Enterprise Agreement

[1] An application has been made for approval of an enterprise agreement known as the *Correctional Officer (NTPS) 2021 - 2025 Enterprise Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Office of the Commissioner for Public Employment. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The United Workers' Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 April 2023. The nominal expiry date of the Agreement is 2 December 2025.



COMMISSIONER

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Correctional Officer (NTPS) 2021 - 2025
Enterprise Agreement

Correctional Officer (NTPS) 2021 - 2025 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) 2021 - 2025 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 Workers Union; 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) 2021 - 2025 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) **child** means a child of a person, including a child by birth, an adopted child or step-child. It does not matter whether the child is an adult.
- (f) **Commissioner** means the Commissioner for Public Employment in the Northern Territory.
- (g) **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.
- (h) **core training** means the training modules determined by the CEO to be core training.

- (i) **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.
- (j) **Determination 11** means the Prison Officers Arbitral Tribunal Determination No 11, as varied from time to time.
- (k) **employee** means an employee of the Northern Territory Public Sector employed within a designation listed in the classification structure set out in Schedule 1.
- (l) **employer** means the Commissioner.
- (m) **extended family** means:
 - (i) a spouse of the employee's child (e.g. daughter-in-law);
 - (ii) a spouse of the employee's sibling (e.g. sister-in-law); or
 - (iii) an aunt, uncle, niece, nephew or first cousin of the employee.
- (n) **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.
- (o) **FWC** means the Fair Work Commission.
- (p) **immediate family** means:
 - (i) a spouse, de facto, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (ii) a child, parent, grandparent, or sibling of a spouse or de facto partner, of the employee.
- (q) **medical certificate** means a certificate signed by a registered health practitioner, unless stated otherwise in the relevant clause.
- (r) **month** means a calendar month.
- (s) **NTPS** means the Northern Territory Public Sector.
- (t) **Operating Model** means the model developed and implemented in accordance with Clause 89 of the Agreement, and includes operational and staffing models.
- (u) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement.
- (v) **PSCC** means the Public Sector Consultative Council.

- (w) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act 1993* 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.
- (x) **reasonable business grounds** includes, but are not limited to:
 - (i) excessive costs of accommodating the request;
 - (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 significant negative impact on customer service.
- (y) **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).
- (z) **shiftworker** means an employee who is rostered to work ordinary shifts on any of the seven days of the week; and is regularly rostered to perform work on Sundays and Public Holidays.
- (aa) **spouse** includes a former spouse.
- (bb) **union** means United Workers Union.
- (cc) **year** means a calendar year.

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 2025.
- 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. Relationship with the PSEM 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 All By-laws relating to leave entitlements, with the exception of By-law 8 Long Service Leave, By-law 5 Recreation Leave Loading and By-law 20 Release for Jury Leave, have been included in the Agreement and therefore the By-laws have no application.
- 7.3 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws or relevant Determinations will not be varied without consultation and agreement with the affected parties prior to the formalisation of an amendment.
- 7.4 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 86 (Management of Change), will be employed by the parties for this process.

- 9.4 The employer commits there will be no reduction in current or future employee rights and entitlements as provided in By-laws and Determinations, including provision of allowances and leave arrangements, for the term of the agreement.
- 9.5 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.
- 11.2 This clause sets out the procedures to be followed for avoiding and resolving disputes in relation to:
 - (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards.
- 11.3 In the event of a dispute about a By-law issued under the PSEM Act, clauses 11.6 (internal resolution) and 11.7 (conciliation) will apply.
- 11.4 An employee who has a grievance about their treatment in employment can, as an alternative, choose to have the decision reviewed in accordance with section 59 of the PSEM Act.
- 11.5 General
 - (a) A party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute. Representatives will be recognised and dealt with in good faith.

- (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 shall be in writing.
- (f) Subject to the right of appeal under clause 11.8(d), any direction or decision of the FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties.
- (g) A dispute formally commenced under the Correctional Officer (NTPS) 2017 – 2021 Enterprise Agreement, but not resolved before the commencement of this Agreement, shall continue to be dealt with in accordance with the dispute settling procedures in this Agreement. Any steps already taken in that process will be recognised and accepted by the parties and the FWC as steps taken for the purposes of this clause.

11.6 Internal Resolution

- (a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee(s) and/or union and relevant managers and/or agency CEO.
- (b) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commissioner for resolution. The referral should be in writing. The Commissioner will work with the parties to the dispute and attempt to resolve the matter as soon as reasonably practicable.

11.7 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 11.6, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 11.5 and 11.6 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.

11.8 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 11.8(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.
- (e) For the avoidance of doubt, this clause does not apply in relation to disputes about matters referred to in clause 11.3.

PART 2 – SALARIES AND ALLOWANCES

12. Rates of Pay

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

- (a) 3% effective from the first pay period commencing on or after 2 December 2021;
- (b) 3% effective from the first pay period commencing on or after 2 December 2022;
- (c) 3% effective from the first pay period commencing on or after 2 December 2023;
- (d) 3% effective from the first pay period commencing on or after 2 December 2024.

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:

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

12.4 Expense related allowances that are referenced in the Agreement will be adjusted annually in accordance with the annual September to September Darwin Consumer

Price Index, with effect from 1 January each year. These allowances are published in Determination 1 on the Office of the Commissioner for Public Employment website. The Commissioner will give effect to any subsequent annual adjustments required under the Agreement through a Determination. The allowances will not reduce if the Darwin Consumer Price Index is negative.

13. Increments

- 13.1 An employee will be entitled to annual increment progression within a classification, subject to clauses 75, 77 and 79.
- 13.2 Eligibility for progression to the second pay point of the Correctional Officer First Class designation is subject to clauses 75.1 and 75.2.
- 13.3 Eligibility for progression to the third pay point of the Senior Correctional Officer designation is subject to clause 77.2.
- 13.4 Eligibility for progression to the third pay point of the Senior Industry Officer is subject to clause 79.2.
- 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 40% 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:

10/12/2020	First pay period commencing on or after 2/12/21	First pay period commencing on or after 2/12/22	First pay period commencing on or after 2/12/23	First pay period commencing on or after 2/12/24
\$110.38	\$113.69	\$117.10	\$120.62	\$124.23

- 16.2 Payment of the allowance is conditional upon the employee receiving prior approval from the CEO in respect of each training session delivered and making themselves available for the whole day.

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 on night shift responsible for the operation of the correctional centre (Officer in Charge), will be paid as a Senior Correctional Officer (SCO) at the 3rd increment level for the shift.
- 18.2 An Officer in Charge (OIC) will be paid an OIC allowance for the shift as set out in the table below.

First pay period commencing on or after 2/12/21	First pay period commencing on or after 2/12/22	First pay period commencing on or after 2/12/23	First pay period commencing on or after 2/12/24
\$150	\$154.50	\$159.10	\$163.90

- 18.3 The employer agrees that should a Determination be issued to adjust the Chief Correctional Officer salary rates, currently under the NTPS 2021 – 2025 Enterprise Agreement, that provides for a greater remuneration than provided in sub-clause 18.1 and 18.2 above, then the following will apply:
- (a) An Officer in Charge will be paid the equivalent to the difference between the employee's nominal salary rate and the Chief Correctional Officer salary rate for the duration of the shift; and
 - (b) For any period an Officer in Charge receives payment as a Chief Correctional Officer in accordance with sub-clause 18.3(a), the consolidated allowance provided at clause 14 will be reduced from 40% to the Consolidated/Responsibility and Industry Allowance paid to a Chief Correctional Officer.
- 18.4 For the avoidance of any doubt the OIC responsibility allowance payable under sub-clause 18.2 above, is not payable when an Officer is being paid as a Chief Correctional Officer in accordance with sub-clause 18.3 above.

19. Northern Territory Allowance

- 19.1 An employee in receipt of Northern Territory Allowance on the day prior to 5 November 2019 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. Retention and Attraction Allowance – Alice Springs

- 22.1 Correctional Officers who are based in Alice Springs will be eligible for an attraction and retention payment.
- 22.2 Correctional Officers with 12 months continuous service in Alice Springs who are employed on the date the Agreement is approved by employees will receive a \$5000 lump sum payment.
- 22.3 Employees who have not obtained 12 months continuous service in Alice Springs who are employed on the date the Agreement is approved will receive a pro rata amount proportionate to the percentage of the 12 months served in Alice Springs.
- 22.4 Employees required to undertake duties at the Alice Springs Correctional Centre for a period of 3 months or more will receive a pro rata amount proportionate to the percentage of the 12 months served.
- 22.5 The allowance will be paid as follows:
- Current Alice Springs Employees
- (a) Will receive a \$5000 lump sum payment after every 12 months of continuous service from the date the Agreement is approved by employees.
- New Alice Springs Employees
- (a) Will receive \$2500 after 3 months of continuous service; and
- (b) A further \$2500 after another 3 months;
- (c) Then \$5000 after each further 12 months of continuous service.
- 22.6 The allowance will be paid on all types of paid leave, including paid parental leave and for employees on workers compensation for the first 12 months.

Note: will be subject to superannuation guarantee and taxation.

23. Wellness Allowance

23.1 Employees will have access to a wellness allowance each calendar year to support the physical and mental wellbeing of employees.

23.2 An employee shall be entitled to claim reimbursement on production of receipts up to a maximum amount in the table below based on the employees permanent location.

Location	Amount
Alice Springs	\$750
Tennant Creek	\$750
Darwin	\$500
Nhulunbuy	\$500

23.3 This allowance may be used for registration/membership costs of sporting clubs, fitness sessions and any other wellness activities which supports physical and mental wellbeing of employees.

PART 3 – LEAVE

24. Parental Leave

This clause sets out all entitlements in relation to parental leave and applies in conjunction with the NES.

24.1 Application

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

- (a) the birth of a child of the employee or the employee's spouse (including the birth of a child by way of a surrogacy arrangement);
- (b) the placement of a child with the employee for adoption; or
- (c) the placement of a child with the employee under a long term or permanent care order; and

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

24.2 Definitions

For the purpose of this clause:

- (a) **child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee, the employee's spouse or the employee's legal surrogate; or
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with the employee; or

- (iii) in relation to a long term or permanent care order related leave, a child (or children) who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*, and who will be placed with the employee under a long term or permanent care order.
- (b) **continuous service** means the employee's continuous period of employment with the employer and, where relevant, a continuous period of employment within an agency for the purposes of the *Financial Management Act 1995* that immediately preceded NTPS employment (i.e no break in service between employment). An employee's service will be continuous despite any periods of authorised paid leave, or periods of authorised unpaid leave that are expressly stated as counting for the purposes of service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory.

Where an employee is employed under two or more separate contracts of employment at the same time, as permitted under section 38A of the PSEM Act, and the employee requires parental leave under each contract, *continuous service* will be determined with respect to the total period of service with the employer.
- (c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:
 - (i) the day on which the employee first takes parental responsibility for the child; or
 - (ii) the day on which the employee starts any travel that is reasonably necessary to take parental responsibility for the child.
- (d) **eligible casual employee** means a casual employee who has been engaged by the employer on a regular and systematic basis for 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. the employee was re-employed within three months after termination of the previous engagement; and
 - C. the total employment period (i.e. the current employment and previous engagement) is at least 12 months.
- (e) **medical certificate** means a certificate signed by a medical practitioner.
- (f) **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.

- (g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 1995* and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 24.10.
- (h) **primary caregiver** means the person who is the primary carer of a child at and immediately following the time of birth or day of placement of a child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary caregiver on any particular day. In most cases, the primary caregiver will be the birth giver or the initial primary carer of a newly adopted child.

24.3 Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (clause 24.8)	Less than 39 weeks or eligible casual employee	Nil	52 weeks	52 weeks
	Between 39 weeks and 12 months	Between 1 and 14 weeks*	Between 38 and 51 weeks	52 weeks
	At least 12 months	14 weeks	142 weeks	3 years
	At least 4 years and 35 weeks	Between 15 and 18 weeks*	Between 138 and 141 weeks	3 years
	At least 5 years	18 weeks	138 weeks	3 years
	*Note: The amount of paid leave for employees with less than 12 months or 5 years (whichever is applicable) depends on the employee's continuous service at commencement of parental leave and the employee achieving the service requirements during the first 14 or 18 weeks of parental leave. The table in clause 24.8 to be used to calculate the amount of pro rata leave.			
Partner leave (clause 24.9)	Less than 12 months or eligible casual employee	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years
	At least 5 years	2 weeks	154 weeks	3 years
Pre-natal leave (clause 24.4)	All employees (excludes casuals)	8 hours		8 hours
Leave for pregnancy-related illness (clause 24.5)	All employees	(No paid leave under parental leave. Employee can elect to use accrued paid	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
		<i>personal leave entitlements)</i>		
No safe job leave (clauses 24.6(f) and 24.6(g))	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in clause 24.6(a))	For the entire risk period (as defined in clause 24.6(a))
	Where an employee is entitled to primary caregiver parental leave	For the entire risk period (as defined in clause 24.6(a))		For the entire risk period (as defined in clause 24.6(a))
Pre-adoption leave/ permanent care order application (clause 24.7)	Less than 12 months service or eligible casual employees	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
Special maternity leave (miscarriage) (clause 24.11(b))	All employees	Compassionate leave is available (<i>Accrued paid personal leave may be available</i>)	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
Special maternity leave (stillbirth) (clause 24.11(c))	All employees	As for Primary caregiver parental leave Compassionate leave is also available	As for Primary caregiver parental leave	As for Primary caregiver parental leave

24.4 Pre-natal leave

- (a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling eight hours per pregnancy, to enable the employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to eight hours unpaid leave per pregnancy.
- (b) An employee must comply with the notice and evidence requirements set out in clause 24.12 to access pre-natal leave.

24.5 Leave for pregnancy-related illness

- (a) A pregnant employee who has not yet commenced primary caregiver parental leave is entitled to unpaid leave for a pregnancy-related illness.

- (b) An employee is entitled to take such period of leave as a medical practitioner certifies as necessary.
- (c) The period of leave taken because the employee has a pregnancy related illness will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.
- (d) An employee may elect to use their accrued paid personal leave entitlements instead of taking unpaid leave.
- (e) Leave for a pregnancy related illness must end before the employee starts primary caregiver parental leave.

24.6 Transfer to an appropriate safe job

- (a) This clause applies 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 their present work for a stated period (the **risk period**).
- (b) 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.
- (c) Unless agreed by the employee, an employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until the commencement of parental leave.
- (d) During the risk period, the employee is entitled to the employee's full rate of pay (for the position they were in before the transfer) for the hours that the employee works in the risk period. For this clause, full rate of pay is as defined in section 18 of the FW Act.
- (e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (f) An employee is entitled to paid no safe job leave for the risk period, or part thereof, that the employee does not work, if:
 - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
 - (ii) the employee is entitled to primary caregiver parental leave in association with the pregnancy and birth; and
 - (iii) the employee has complied with the notice and evidence requirements set out in clause 24.12 for taking primary caregiver parental leave.
- (g) An employee is entitled to unpaid no safe job leave for the risk period, or part thereof, if:
 - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;

- (ii) the employee is not entitled to primary caregiver parental leave in association with the pregnancy and birth (i.e. a pregnant casual employee who does not meet the definition of eligible casual employee); and
 - (iii) if required by the CEO, the employee has given the CEO evidence that would satisfy a reasonable person of the pregnancy.
- (h) If an employee is transferred to an appropriate safe job to work ordinary hours less than their usual ordinary hours during the risk period, the employee is entitled to paid or unpaid no safe job leave for the balance of their usual ordinary hours (subject to the requirements for those forms of leave being met).

24.7 Pre-adoption or permanent care order application leave

- (a) An employee seeking to adopt a child is entitled to take two days pre-adoption or permanent care order application leave for the purposes of attending interviews or examinations required:
 - (i) in order to obtain approval for the employee's adoption of a child; or
 - (ii) when making an application for a permanent care order.
- (b) Leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.
- (c) Pre-adoption or permanent care order application leave is paid leave, except for employees with less than 12 months continuous service or for casual employees where it is provided without pay.
- (d) An employee must comply with the notice and evidence requirements set out in 24.12 to access pre-adoption leave.

24.8 Primary caregiver parental leave

- (a) Primary caregiver parental leave is available to full-time, part-time and eligible casual employees who will be the primary caregiver of the child.
- (b) Entitlement to primary caregiver parental leave
 - (i) An eligible casual employee is entitled to up to 52 weeks unpaid primary caregiver parental leave.
 - (ii) An employee with less than 39 weeks continuous service at the time of commencing parental leave is entitled to up to 52 weeks unpaid primary caregiver parental leave.
 - (iii) Subject to clause 24.8(b)(v), an employee with at least 39 weeks continuous service but less than four years and 35 weeks continuous service, at the time of commencing parental leave is entitled to primary caregiver parental leave, comprising of [A] and [B] below:

- A. Paid leave according to the following formula, up to a maximum of 14 weeks:
- $$\begin{array}{rcl} \text{Number of weeks} & & \text{Number of weeks paid parental} \\ \text{continuous} & - 38 = & \text{leave (up to a maximum of 14} \\ \text{service} & & \text{weeks)} \end{array}$$
- B. Unpaid leave for the remaining balance of the following total leave periods:
- (I) 52 weeks for employees with less than 12 months continuous service; or
 - (II) 3 years for employees with 12 months continuous service or more.

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

Examples:

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

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

- (iv) Subject to clause 24.8(b)(vi), an employee with at least four years and 49 weeks continuous service at the time of commencing parental leave is entitled to up to three years primary caregiver parental leave, comprising of A and B below:

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

Continuous service at commencement of parental leave:	Total number of weeks paid parental leave:
4 years 35 weeks	15
4 years 36 weeks	16
4 years 37 weeks	17
4 years and 38 or more weeks	18

Any part of a week is rounded up to constitute a full week.

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

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

Examples:

Employee with 4 years and 35 weeks continuous service at the birth receives 15 weeks paid leave and 141 weeks unpaid leave (156-15=141).

Employee with 5 years and 36 weeks continuous service at the birth receives 16 weeks paid leave and 140 weeks unpaid leave (156-16=140).

- (v) Employees with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 24.8(b)(iii), provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 12 months continuous service, any primary caregiver parental leave paid will be an overpayment and managed in accordance with clause 69 (Integrity of Payments).
- (vi) Employees with at least 4 years and 35 weeks but less than five years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 24.8(b)(iv), provided they will achieve five years continuous service during the first 18 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving five years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance with clause 69 (Integrity of Payments).

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

- (vii) For the avoidance of doubt, only one parent of an NTPS employee couple is entitled to receive primary caregiver parental leave in respect to the birth, adoption or long term or permanent care placement of their child.
- (c) Commencement of primary caregiver parental leave

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

Type of parental leave	Commencement of primary carer parental leave
Associated with the birth of a child	Any time within six weeks immediately prior to the expected birth of the child as nominated by the pregnant employee but no later than the date of birth of the child.

Associated with the adoption of a child, or the placement of a child under a permanent or long term care order	Any time within the two weeks immediately before the placement but no later than the day of the placement.
All other cases	The date of birth or the placement.

(d) Exemptions to primary caregiver parental leave

- (i) An employee is not entitled to primary caregiver parental leave in circumstances where:
 - A. the employee's spouse (whether an NTPS employee or not) meets the definition of 'primary caregiver' as set out in clause 24.2(h); or
 - B. the employee has taken (or is eligible for) partner leave entitlements under clause 24.9 in relation to the child.

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.

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

24.9 Partner leave

Partner leave is available where an employee has or will have parental responsibility for the care of their child but is not the primary caregiver. (*Note: 'primary caregiver is defined in clause 24.2(h)*)

(a) Entitlement to partner leave

- (i) An employee with less than 12 months continuous service at the time of commencing partner leave, or an eligible casual employee, is entitled to up to 52 weeks unpaid partner leave.
- (ii) An employee who has completed at least 12 months continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
 - A. 1 week paid partner leave, and
 - B. 155 weeks unpaid partner leave.

(iii) An employee who has completed at least five years continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:

- A. 2 weeks paid partner leave, and
- B. 154 weeks unpaid partner leave.

(b) Taking partner leave

(i) Partner leave may commence up to one week prior to the expected date of birth or placement of the child (unless the CEO agrees to an alternative arrangement).

(ii) Partner leave must not extend beyond the following periods:

- A. In the case of an employee with less than 12 months continuous service at the time of commencing partner leave, or eligible casual employees: 24 months from the date of birth or placement of the child.
- B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: three years from the date of birth or placement of the child.

(iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to eight weeks of their total partner leave entitlement in clause 24.9(a) in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise.

(iv) An employee must comply with the notice and evidence requirements set out in clause 24.12 in order to access partner leave.

Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 24.9(b)(iii) or the combined parental leave provisions in clause 24.10.

(c) Paid partner leave – change in carer responsibilities within certain time period

(i) An employee who has completed at least 12 months of continuous service at the time of commencing parental leave (and who is not entitled to combined parental leave under clause 24.10) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:

- A. the employee's spouse is the primary caregiver at and immediately following the birth or placement of the child;
- B. the employee's spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least five years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);

- C. as a consequence of the employee's spouse no longer being the primary caregiver, 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; and
 - D. the employee has complied with the notice and evidence requirements set out in clause 24.12.
- (ii) The portion of their unpaid partner leave that the employee is entitled to be paid is equivalent to the period between the date on which the employee took over caring responsibilities for the child from the employee's spouse and:
 - A. for employees with at least 12 months but less than five years continuous service: 14 weeks from the birth or placement of the child; or
 - B. for employees with at least five years continuous service: 18 weeks from the birth or placement of the child.

24.10 Combined parental leave

- (a) An NTPS employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave pay scheme) provided that:
 - (i) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to three years parental leave;
 - (ii) each employee is eligible for paid parental leave; and
 - (iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.
- (b) Combined parental leave is subject to the following requirements:
 - (i) compliance with the notice and evidence requirements for taking parental leave set out in clause 24.12;
 - (ii) a maximum of two interchanges of employees sharing combined parental leave; and
 - (iii) evidence that parental leave will be utilised by both members of the NTPS employee couple.
- (c) For the avoidance of doubt, where an NTPS employee couple combines 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, that employee will be paid their ordinary rate of pay for the period of leave.

24.11 Special maternity leave

- (a) An employee who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where the employee's pregnancy ends other than by the birth of a living child.
- (b) Miscarriage – end of a pregnancy during the first 20 weeks of pregnancy
 - (i) In the event of a miscarriage, an employee may access unpaid special maternity leave for such period as a medical practitioner certifies as necessary.
 - (ii) 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.
 - (iii) An employee may also be eligible for paid compassionate leave in accordance with clause 25.
- (c) Stillbirth – end of a pregnancy after 20 weeks or as otherwise provided in section 77A(2) of the FW Act
 - (i) In the event of a stillbirth, an employee may access their primary caregiver parental leave entitlements (clause 60.8) as if the child had been born alive.
 - (ii) An employee may also access compassionate leave in accordance with clause 25.

24.12 Notice and evidence requirements

- (a) An employee must give the CEO the required notice and evidence in accordance with the below table in order to access parental leave.
- (b) An employee who fails to give the required notice in respect to parental leave will not be in breach of this clause if the failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstance the notice and evidence required must be provided as soon as practicable.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Primary caregiver parental leave (clause 24.8) and partner leave (clause 24.9)			
Intention to take primary caregiver leave or partner leave	10 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested	Confirmation that the employee intends to take leave and the proposed start and end dates.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
		(this may include medical certificate if requested by the CEO)	
Prior to commencement of the primary caregiver leave or partner leave	4 weeks prior to commencement date of leave	<p>Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)</p> <p>And a statutory declaration</p>	<p>Written notice: confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and <u>if the leave is birth related leave:</u> the date of birth, or expected date of birth of the child; or <u>if the leave is adoption/permanent care order related leave:</u> the day of placement, or the expected placement, of the child.</p> <p>Statutory declaration: <u>if the request is for primary caregiver leave:</u> a statement that the employee will become the primary caregiver at all times while on leave; or <u>if the request is for partner leave:</u> a statement that the employee will have responsibility for the care of the child at all times while on leave.</p>
Pregnancy related illness (clause 24.5)			
All circumstances	As soon as reasonably practicable (which may be a time after the	Written notice and a medical certificate	<p>Written notice: the proposed start and end date of the leave Medical certificate: stating the employee is unfit for work for the</p>

	Timeframe to provide notice	Types of notice required	What must be included in the notice
	leave has started)		stated period because of a pregnancy-related illness.
Special maternity leave (clause 24.11)			
Miscarriage or Stillbirth	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	Written notice: <ul style="list-style-type: none"> - the proposed start and end date of the special maternity leave Medical certificate: <ul style="list-style-type: none"> - stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.
Pre-adoption or permanent care order application leave (clause 24.7)			
All circumstances	As soon as practicable (which may be a time after the leave has started)	Written notice, and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or permanent care order application.
Pre-natal leave (clause 24.4)			
Per occasion	As soon as reasonably practicable	Written notice, and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

24.13 Keeping in touch days

- (a) During a period of parental leave, the CEO and employee may agree to the employee performing work for the purpose of keeping in touch, in order to facilitate a return to employment at the end of the parental leave.

- (b) The CEO and employee can agree that the employee attend the workplace on up to 10 separate days for the purpose of keeping in touch.
- (c) An employee will be paid their ordinary rate of pay for the days (or part-days) work is performed. If the employee is on paid parental leave at the time, the employee's paid parental leave will be re-credited in respect to the days (or part-days) when work is performed.
- (d) The CEO may approve an amount of keeping in touch days in excess of 10 days.

24.14 Other employment while on parental leave

- (a) 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) Where the CEO agrees, an employee on paid primary caregiver parental leave may return to duty where their child is hospitalised at birth, or following birth, to recommence parental leave at a later date when their child is no longer in hospital. In these circumstances, paid primary caregiver parental leave is deferred until the employee recommences their parental leave.
- (c) Any NTPS employment engaged in by an employee in accordance with this clause will not prevent the employee from re-commencing parental leave, nor will it extend the maximum period of parental leave (paid and unpaid entitlements) the employee is entitled to under this clause.
- (d) An employee may only engage in outside employment while on unpaid parental leave in accordance with the PSEM Act.

24.15 Extending parental leave

- (a) Where the initial period of parental leave is less than 12 months
 - (i) An employee who is on an initial period of parental leave of less than 12 months under clause 24.8 or 24.9, is entitled to extend their period of parental leave up to the full 12 month period, provided that:
 - A. The employee notifies the CEO in writing at least four weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.
 - (ii) An employee that has made a request to extend their parental leave in accordance with clause 24.15(a)(i) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:
 - A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible casual employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or

- B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed three years after the date of birth or day of placement of a child.
- (b) Where the initial period of parental leave is more than 12 months
 - (i) An employee who is on an initial period of parental leave of more than 12 months under clause 24.8 or 24.9 and is eligible for up to three years parental leave, is entitled to request that their period of parental leave be extended, provided that:
 - A. the employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and
 - B. the new end date of parental leave is not beyond three years after the date of birth or day of placement of the child.
 - (ii) The employee is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirements prescribed by clause 24.15(b)(i).
 - (iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 24.18 below.
- (c) For the avoidance of doubt, an employee who has taken three years parental leave (i.e. their maximum entitlement) is not entitled to extend their period of parental leave.

24.16 Superannuation contributions during parental leave

- (a) Employer superannuation contributions will be paid for employees during the first 12 months of their parental leave as if they had been at work. The superannuation contributions will be paid during periods of both paid and unpaid leave.
- (b) For the period of an employee's paid Primary Caregiver Parental Leave or Special Maternity Leave (stillbirth), employer superannuation contributions will be paid at double the legislated employer superannuation guarantee rate for the period of their paid parental leave.
- (c) Eligibility
 - (i) An employee must have at least 12 months continuous service at the time of commencing parental leave.
 - (ii) This clause only applies in relation to the following forms of parental leave:
 - A. Primary Caregiver Parental Leave, as per clause 24.8
 - B. Special Maternity Leave (stillbirth), as per clause 24.11(c).

- C. Clause 24.16(a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 24.16(b) does not apply to Partner Leave including periods of paid Partner Leave where employee takes over caring responsibilities for their child under clause 24.2(c).
- (iii) This clause does not apply to casual employees.
- (d) Should the employee elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions under clause 24.16(b) will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

For example, if an employee utilises 14 weeks of paid parental leave over a period of 28 weeks (i.e. leave taken at half pay), double superannuation contributions under clause 24.16(b) will only be paid for the first 14 weeks. For the remaining 14 weeks of paid parental leave, superannuation contributions will apply as if the employee had been at work.

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

24.17 Return to work after a period of parental leave

- (a) Returning to work within the first six weeks of birth
 - (i) An employee who is the birth giver and elects to return work within the first six weeks following the birth of the child must provide a medical certificate stating that the employee is fit for work during that period.
- (b) Returning to work early
 - (i) During a period of parental leave an employee is entitled to request that they return to work early, provided that the employee makes an application to the CEO in writing at least:
 - A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period 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.
 - (ii) The CEO must respond to a request made by an employee under this clause in accordance with clause 24.18 below.
- (c) Cancelling leave or returning to work – stillbirth or death of a child

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

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

(d) Returning to work at the conclusion of parental leave

Prior to the expiration of parental leave, an employee intending to return to work must notify the CEO in writing of their intention to return to work 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.

(e) Returning to work on reduced hours

- (i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to six months in order to care for their child.
- (ii) Where an employee makes an election under clause 24.17(e)(i), notification must be given as soon as possible but no less than eight weeks prior to the date that the employee is due to return to work from parental leave.
- (iii) Part-time employment will be facilitated in accordance with clause 52 (Part-time employment).
- (iv) The CEO must facilitate an election made by an employee under this clause.
- (v) Where the CEO agrees, an employee may continue on reduced hours for a period greater than six months.

(f) Returning to pre-parental leave position

- (i) An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing parental leave, or if the pre-parental leave position no longer exists, to a position of similar pay and status.
- (ii) In circumstances where the employee has elected to return to work on reduced hours for up to six months in accordance with clause 24.17(e)(i) and the election cannot be accommodated as per clause 24.17(f)(i), the employee is entitled to alternative duties. Whilst undertaking alternative duties, the employee is entitled to their full rate of pay (for the position the employee would otherwise have returned to) for the ordinary hours that the employee works.

- (iii) In circumstances where the employee was transferred to an appropriate safe job in accordance with clause 24.6, the employee's pre-parental leave position will be the position the employee held prior to the appropriate safe job transfer.
- (iv) In circumstances where the employee was promoted to a new position while on parental leave, the employee is entitled to return to the new position.

24.18 CEO review of certain employee requests

- (a) This clause applies to an employee's request to:
 - (i) extend parental leave (clause 24.15);
 - (ii) return to work early (clause 24.17(b)); or
 - (iii) reduce their ordinary hours of work for a period greater than 6 months (clause 24.17(e)(v)).
- (b) The CEO will consider an employee's request and respond in writing within 21 days.
- (c) In considering an employee's request, the CEO will have regard to the employee's circumstances. Provided the employee request is genuinely based on the employee's parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in clause 4(x).
- (d) An employee request and the CEO's response must be recorded in writing.

24.19 General conditions

- (a) Except where otherwise provided in this clause, parental leave is to be taken in a single continuous period.
- (b) The total period of parental leave an employee is entitled to is inclusive of weekends, public holidays, programmed days off and rostered days off.
- (c) During a period of parental leave an employee may require parental leave for the birth, adoption or long term care placement of a subsequent child. An employee may elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.
- (d) Parental leave at half pay
 - (i) An employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
 - (ii) Where an employee utilises half pay parental leave, 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. In addition, only the first 14 weeks of the half pay period counts for service. See clause 24.19(h)(ii).

- (iii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave on half pay.
- (e) Access to other leave entitlements while on parental leave
 - (i) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
 - (ii) Taking other paid leave entitlements in conjunction with unpaid parental leave does not:
 - A. break the continuity of the period of parental leave; or
 - B. extend the maximum period of parental leave an employee is entitled to.
- (f) Consultation and communication during parental leave
 - (i) Where an employee is on parental leave and a definite decision has been made to introduce a substantial change to the workplace, the CEO will take reasonable steps to:
 - A. make information available to the employee; and
 - B. provide the employee an opportunity 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.
 - (ii) An employee on parental leave must take reasonable steps to inform the CEO about any significant matter that will affect the duration of the parental leave, the employee's intention to return to work or the employee's intention to make a request to work reduced hours in accordance with 24.17(e).
- (g) Replacement employees
 - (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
 - (ii) Before the CEO engages a replacement employee, the CEO must inform that person of the:
 - A. temporary nature of the employment;
 - B. return to work rights of the employee who is being replaced; and

- C. rights of the CEO to require the employee on parental leave to return to work if the employee ceases to have any responsibility for the care of the child.
- (h) Effect of parental leave on service
 - (i) A period of parental leave does not break an employee's continuity of service.
 - (ii) Any period of paid parental leave will count as service, however where an employee elects paid parental leave at half pay, in accordance with clause 24.19(d), service will only count for a period equal to taking the paid leave at full pay.
 - (iii) A period of unpaid parental leave will not count as service.

25. Compassionate Leave

25.1 An employee may take up to five days of compassionate leave for each occasion when:

- (a) a member of the employee's immediate family or household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies.
- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.

25.2 An employee may take up to three days of compassionate leave on each occasion of the death of a member of the employee's extended family.

25.3 An employee may take up to three days of compassionate leave if they or their partner experiences a miscarriage.

25.4 Compassionate leave is paid leave, except for casual employees where it is provided without pay.

25.5 Compassionate leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the CEO.

25.6 The CEO may approve an additional period of unpaid compassionate leave on request.

25.7 Notice and evidence requirements

- (a) An employee must provide the CEO with notice of the taking of compassionate leave 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.
- (b) Subject to clause 25.7(a), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.

- (c) In relation to leave under clause 25.3 (miscarriage), the employee must produce a medical certificate from a medical practitioner stating that the employee's pregnancy or their partner's pregnancy has ended.

26. Personal Leave

26.1 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).

26.2 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 26.2(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 26.2(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 26.5;
 - (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.

26.3 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 26.3(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.

26.4 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.

26.5 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 26.5(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 26.1(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 26.5(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 26.1(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; and
 - (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.

26.6 Personal leave whilst on other forms of leave

- (a) Subject to the requirement of clauses 26.4 and 26.5 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.

26.7 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 26.7(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 26.7(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.

26.8 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.

27. Workers' Compensation Leave and Entitlements

- 27.1 Where an employee is in receipt of workers' compensation benefits in accordance with the *Return to Work Act 1986*, the CEO shall maintain the employee's normal weekly earnings for a period of 12 months, or such longer period as allowed by the CEO on a case by case basis.
- 27.2 An employee receiving workers' compensation benefits shall continue to accrue all leave entitlements during any period they are in receipt of workers' compensation benefits under the *Return to Work Act 1986* for an accrued period of 12 months, or such greater period as allowed by the Commissioner on a case by case basis.
- 27.3 The maintenance of normal weekly earnings and accrual of leave entitlements for a period greater than the initial 12 month period shall not be refused by the CEO without reasonable grounds, which shall be provided to an affected employee in writing.
- 27.4 Employees will actively participate and engage with managers in implementing a sustainable return to work plan.

28. Infectious Disease Leave

- 28.1 Where an employee produces documentary evidence or evidence that would satisfy a reasonable person that:
 - (a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act 1981*; and
 - (b) by reason of any law of the Territory or state or territory of the Commonwealth is required to be isolated from other persons,

the CEO may grant
 - (c) personal leave for any period during which the Employee actually suffers from illness; or
 - (d) where working from another location during the isolation period is not possible (e.g. working from home), recreation leave in relation to any period during which the employee does not actually suffer from illness.
- 28.2 In the course of an employees duties where they have come into contact with an infectious disease and are required to isolate, an employee may be granted up to 38 hours or as per isolation hours advised by the medical practitioner, miscellaneous leave if:
 - (a) they have been in contact with, an infectious disease as defined under the *Notifiable Diseases Act 1981*; and
 - (b) they have medical evidence from a medical practitioner stating they are required to isolate.
- 28.3 Where an employee suffers an injury or disease in the course of their employment they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1986*.

29. War Service Leave

29.1 Eligibility

The provisions of this clause apply to an employee who has undertaken:

- (a) service within operational areas as defined in Schedule 2 of the *Veteran's Entitlements Act 1986* (Cth) as amended from time to time;
- (b) service with the Defence Force that is of a kind determined in writing by the Defence Minister to be warlike service, including peace-keeping or hazardous operational service, for the purposes of the *Military Rehabilitation and Compensation Act 2004* (Cth) as amended from time to time; and
- (c) who suffers from an illness or condition recognised by the Department of Veteran Affairs as war caused.

29.2 The leave available under this clause will be in addition to the employee's personal leave entitlement and any repatriation benefits provided by the Department of Veterans Affairs.

29.3 Documentary requirements

- (a) An employee must produce a statement from the Department of Veteran Affairs giving details of what conditions have been accepted as being war caused, caused by peace-keeping or hazardous operational service. These conditions are to be noted on the employee's personal leave record.
- (b) Applications for war service leave must be accompanied by a medical certificate stating the period of leave applied for is attributed to the employee's Defence Service (as permitted under this clause) caused condition or illness.

29.4 Accrual of Leave

- (a) On the date of their commencement of employment in the NTPS, or the date of recognition of the illness or condition, whichever is the later, an employee will be entitled to:
 - (i) an initial (and once only) non-accumulative credit of nine weeks at full pay; and
 - (ii) an accumulative credit of three weeks at full pay.
- (b) After each period of 12 months service a further accumulative credit of three weeks at full pay, subject to a maximum balance of nine weeks cumulative accrual at any time.

- (c) An employee's accumulative war service 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 26.5;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.
- (d) Leave is available to use for any illness or condition contributed to war service, as per clause 29.3. For avoidance of doubt, a subsequent condition or illness does not entitle the employee to a further nine weeks or more than three weeks accumulation per 12 months of service.

29.5 Granting of Leave

- (a) War service leave granted under this clause shall be deducted from the non-accumulative credit in the first instance and when this credit is exhausted, from the accumulative credit.
- (b) Where an employee has exhausted their war service leave entitlement, they can apply to the CEO to access their accrued personal leave entitlements in accordance with clause 26.

29.6 Recognition of Prior Service

- (a) For the purposes of this clause, all periods of service with the Northern Territory Public Sector, Australian Public Service or another Territory or State Public Service/Sector, where war service sick leave entitlements are provided, are to be considered as continuous service regardless of the length of any break in service.
- (b) Any accumulative or non-accumulative credit available at the end of one period of service must be carried forward to any subsequent period of service.

30. Recreation Leave

30.1 Recreation Leave

- (a) An employee (except for a casual employee) is entitled to:
 - (i) four weeks paid recreation leave per year;
 - (ii) an additional two weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This shall not affect and shall be in addition to the entitlement under clause 30.1(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 30.1(a)(iii).

30.2 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.

30.3 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.

30.4 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.

30.5 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.

30.6 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 26 (Personal Leave), the CEO may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

30.7 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.

31. Recreation Leave at Half Pay

- 31.1 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.
- 31.2 An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- 31.3 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.
- 31.4 A period of recreation leave at half pay does not break continuity of service.
- 31.5 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.

32. Recreation Leave Arrangements and Rostering

- 32.1 Recreation leave should be taken in the year that it accrues.
- 32.2 Recreation leave rosters for the next calendar year are to be drawn up in consultation with recognised Union delegates and posted by the end of September each year.
- 32.3 The recreation leave roster will not be altered unless:
- (a) In the opinion of the CEO an alteration is necessary having regard to operational requirements; or
 - (b) The CEO approves an agreed leave swap between Employees.
- 32.4 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.

33. Recall From Recreation Leave

- 33.1 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.
- 33.2 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.

34. Flexible Lifestyle (Purchased) Leave

- 34.1 Flexible lifestyle leave is a voluntary arrangement where employees may purchase between one to eight weeks of additional leave, with a corresponding reduction in the number of working weeks.
- 34.2 Flexible lifestyle leave arrangements are subject to agency operational requirements and approval by the CEO.
- 34.3 Eligibility
- An employee must:
- (a) have completed at least 12 months continuous service;
 - (b) not have any excess recreation leave, as defined in clause 30.4 (Excess Leave); and
 - (c) have exhausted their long service leave entitlements, or satisfied the conditions of By-law 8.3.
- 34.4 Method of purchase
- Flexible lifestyle leave is purchased in advance at an amount equal to the salary for the additional leave. Payments are deducted from the employee's gross fortnightly salary over a 12 month period, or shorter period approved by the CEO.

34.5 General conditions

- (a) A flexible lifestyle leave arrangement must not result in an employee having a total leave balance greater than the excess leave limits in clause 30.4 (Excess Leave) after the period of the arrangement.
- (b) If an employee does not use their purchased leave within the agreed period, it will lapse and the employee will be reimbursed monies paid.
- (c) Flexible lifestyle leave may be taken in periods of two or more days.
- (d) A flexible lifestyle leave arrangement must be in writing and is non-renewable. On the expiry of an existing arrangement, the employee may lodge a new application for approval by the CEO.
- (e) Flexible lifestyle leave is available for use three months from the commencement date of the arrangement.

34.6 Effect on Other Entitlements

- (a) Flexible lifestyle leave will count as service for all purposes.
- (b) Flexible lifestyle leave does not attract leave loading.
- (c) Where a public holiday falls within a period of flexible lifestyle leave the period of the public holiday is not deducted from the employee's flexible lifestyle leave balance.
- (d) Recreation leave at half pay is not available while a flexible lifestyle leave arrangement is in place.
- (e) For the period over which payments are being deducted from an employee's salary to fund a flexible lifestyle leave arrangement, compulsory employer superannuation contributions are calculated on the salary that the employee was paid:
 - (i) prior to flexible lifestyle leave deductions being made in the case of NTGPASS and CSS employees; and
 - (ii) after flexible lifestyle leave deductions being made in the case of Choice of Fund superannuation fund employees.

34.7 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.

34.8 Cessation of Arrangement

- (a) A flexible lifestyle leave arrangement will cease in one of the following ways:
 - (i) The specified term of the flexible lifestyle leave arrangement expires.
 - (ii) By the employee providing the CEO four weeks' written notice requesting to terminate the arrangement, and the CEO approving the employee's request.
 - (iii) At the initiative of the CEO, on the giving of three months written notice to the employee, along with reasons for the cessation.
 - (iv) The employee ceases employment with the NTPS.
 - (v) The employee moves to a new work area within the agency, or to another agency and the new work area or agency does not agree to continue the arrangement.

34.9 Where a flexible lifestyle leave arrangement ceases, the employee will be reimbursed, by lump sum payment, the amount of any unused flexible lifestyle leave. The reimbursement will be paid within two months of the cessation of the arrangement.

35. Long Service Leave

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

35.2 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.

35.3 Notwithstanding the general entitlement in clause 35.2 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.

35.4 Payment on resignation – less than 10 years service

- (a) Subject to clause 35.4(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 35.3.

36. Cultural and Ceremonial Leave

- 36.1 An employee is entitled to five days unpaid cultural and ceremonial leave per year to undertake cultural or ceremonial obligations for the community or group to which the employee belongs.
- 36.2 An employee must advise the CEO as soon as reasonably practicable of the period or expected period of the leave.
- 36.3 The CEO may require an employee to provide documentary evidence, where appropriate, in support of the leave application.
- 36.4 The CEO may approve an additional period of unpaid cultural and ceremonial leave on request.
- 36.5 An employee may elect to use their recreation leave or long service leave to undertake their cultural or ceremonial obligations.
- 36.6 Unpaid cultural and ceremonial leave does not count for service for any purposes.

37. NAIDOC Week Leave

- 37.1 Employees may utilise time off in lieu of overtime (TOIL), or other flexible working arrangements to attend and participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities (e.g. NAIDOC March).
- 37.2 An employee must seek prior approval from their manager to utilise TOIL, or other flexible working arrangements. Such requests should be supported, subject to an agency's operational requirements.
- 37.3 An employee who does not have access to TOIL, or other flexible working arrangements may be granted paid leave. Subject to operational requirements, the CEO may approve up to 3 hours per year of paid leave to facilitate the employee's attendance at NAIDOC week activities.

38. Kinship Obligation Leave

- 38.1 An Australian First Nation's employee may take up to five days paid kinship obligation leave each year for the purposes of attending Sorry business or related purposes. Sorry Business refers to cultural practices and protocols undertaken after someone's passing.
- 38.2 For the purposes of this clause, 'kinship' means:

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

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

- (b) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- 38.5 The leave does not accrue progressively or accumulate from year to year and there is no residual entitlement to be paid on cessation of employment.
- 38.6 Notice Requirements
 - (a) An employee must provide the CEO with notice of the taking of leave 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.
 - (b) The CEO may require an employee to produce documentary evidence that would satisfy a reasonable person of the need for kinship obligation leave.

39. Domestic, Family and Sexual Violence Leave

- 39.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic or family violence, or sexual violence. Support measures for employees include leave with pay, flexible work options and access to the Employee Assistance Program. Additional support may be available to these employees through their agency.
- 39.2 Leave with pay is available to an employee who is experiencing domestic or family violence, or sexual 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.
- 39.3 Domestic, Family and Sexual Violence Leave is in addition to other leave entitlements and counts as service for all purposes.
- 39.4 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.
- 39.5 Reasonable adjustments will be considered to ensure the individual's safety in the workplace (e.g. different work locations, removal of phone listing or changes to NTG email addresses).

40. Defence Service Leave

40.1 The CEO may grant an employee Defence Service Leave to enable the employee to fulfil their Australian Defence Force Reserve and Continuous Full Time Service obligations (Defence Service).

40.2 Defence Service Leave entitlements include:

- (a) up to 20 shifts paid leave during each financial year for the purpose of undertaking Defence Service, including training and operational duty;
- (b) an additional two weeks' paid leave during the employee's first year of Defence Service, to facilitate the employee's participation in additional training, including induction requirements.

40.3 An employee who requires additional leave to undertake Defence Service may also utilise recreation leave, long service leave and leave without pay.

40.4 Notice and evidence requirements

An employee is required to:

- (a) notify the CEO as soon as practicable of the requirement to be absent to undertake Defence Service, including the intended dates of the Defence Service;
- (b) provide sufficient evidence of the requirement to undertake Defence Service;
- (c) provide sufficient evidence of the completion of Defence Service.

40.5 Paid Defence Service Leave will count as service for all purposes. Leave without pay utilised to undertake Defence Service will count as service for long service leave purposes only.

40.6 No liability for injury during defence service leave

Where an employee has a claim for compensation for injury or illness as a result of leave granted under this clause, the claim will not be recognised by the Territory and the employee will submit any claim to the Australian Department of Defence.

41. Special Leave Without Pay

41.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.

41.2 Special leave without pay is not available for the purpose of engaging in employment outside the NTPS, except where approval has been given under section 61 of the PSEM Act.

41.3 Special leave without pay will not count as service for any purpose.

41.4 An employee will not be permitted access to accrued entitlements or any condition of service during a period of special leave without pay.

42. Leave to Attend Arbitration Business

- 42.1 The CEO may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions:
- (a) leave will not be granted to more than two employees who are representatives of an organisation at the one time in respect of any one such proceeding;
 - (b) leave to conduct a case will be with full pay;
 - (c) leave for preparation of a case will be without pay and will not exceed three months in any 12 months.
- 42.2 Paid leave granted under this clause will count as service for all purposes.
- 42.3 Unpaid leave granted under this clause will not count as service but does not break continuity for long service leave purposes.

43. Release to Attend as a Witness

- 43.1 Where an employee is subpoenaed or called as a witness for the Crown to give evidence under a law of the Commonwealth or the Territory, the CEO will release the employee from duty, without deduction from pay or accrued leave entitlements, during the period necessary to attend.
- 43.2 Where an employee is subpoenaed to give evidence in relation to their duties or former duties in the Northern Territory Public Sector, the CEO will release the employee from duty and may grant such release during the period necessary to attend.
- 43.3 Where the expected court appearance time and the employees normal work commencement time is a difference of less than 1.5 hours, the employee will not be required to attend the workplace prior to their court appearance.
- 43.4 Taking into account the circumstances of the court matter, and the emotional impact or distress it may have on the employees, the Agency may provide time off from duty up to the remainder of a shift, without the need to take leave, where needed.
- 43.5 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clause 43.1 and 43.2, the employee will be granted:
- (a) leave without pay; or
 - (b) recreation leave;
- and any fees or allowances received as a result of the attendance may be retained by the employee.

44. Emergency Leave

- 44.1 The CEO may, if satisfied that there is sufficient cause, grant an employee emergency leave on full pay not exceeding three days in any year.
- 44.2 On any occasion, leave is available as a single day or part of a day to deal with the emergency. After dealing with the emergency situation, where an employee requires a

further period off work, the employee may apply to take another form of leave (e.g. recreation leave, carer's leave, special leave without pay).

(Note: this clause does not reduce recreation leave credits, however, it is a different form of leave that is only to be used in emergencies as set out in this clause. A CEO has an obligation to consider whether other forms of paid leave would be more appropriate in the particular circumstances surrounding the application)

44.3 For the purposes of this clause:

- (a) **emergency** means a sudden, unexpected and serious situation where the employee is unable to attend work or is required to return home before the employee's usual ceasing time to ensure their personal safety or the protection of the employee's family and/or property.
- (b) **sufficient cause** means an emergency of which the employee could not reasonably be expected to have prior knowledge; and
- (c) **any year** means a period equivalent to an employee's annual personal leave accrual period.

45. Blood Donor Leave

The CEO may grant leave with pay to an employee to allow the employee to donate blood.

46. Leave to Engage in Voluntary Emergency Management Activities

46.1 The CEO may grant leave with pay to an employee:

- (a) who is a member of a volunteer emergency service unit or fire brigade and is required to attend operational exercises (including training) or to participate in an emergency operation conducted by:
 - (i) Northern Territory Emergency Service within the meaning of the *Emergency Management Act 2013*;
 - (ii) Bushfires NT/ Bushfires brigade/ the Bushfires Council or a Regional Committee within the meaning of the *Bushfires Management Act 2016*; or
 - (iii) the auxiliary or volunteer members of the Northern Territory Fire and Rescue Service.
- (b) who engages in community service necessarily rendered following a natural disaster, subject to any limitations imposed by the CEO.

46.2 Leave granted with pay may include reasonable rest time immediately following the activity.

46.3 Notice and evidence requirements

- (a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the absence has started) and must advise of the period, or expected period, of the absence.
- (b) The CEO may require an employee to provide evidence that would satisfy a reasonable person that the leave taken, or to be taken, is for one of the reasons set out in this clause.

47. Foster and Kinship Carers Leave

47.1 Foster and Kinship Carers leave is available to an employee for the purpose of:

- (a) providing temporary care to a child of up to 18 years of age who is in authorised care (Carer Placement Leave); and
- (b) undertaking mandatory training and assessments associated with being a foster carer or a kinship carer (Carer Assessment and Training Leave).

47.2 Carer Placement Leave

- (a) An employee may access Carer Placement Leave where the employee is:
 - (i) an authorised foster carer or kinship carer with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*; and
 - (ii) entering into a care arrangement for a child who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.
- (b) Carer Placement Leave is available on commencing the placement of a child/ children into the employee's care for the first time, to help carers and children settle. It does not apply where there is an entitlement to parental leave.
- (c) Carer Placement Leave entitlements include up to 10 days of paid leave and up to 10 days of unpaid leave per calendar year. Leave can be taken in single days or multiple days.

47.3 Carer Assessment and Training Leave

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

47.4 Notice and evidence requirements

- (a) An employee must provide the CEO with notice of the taking of Foster and Kinship Carers leave as soon as practicable, and must advise of the period, or expected period, of the leave.

- (b) Carer Assessment and Training Leave should be taken at a time that is agreed with the CEO.
 - (c) An employee must provide the CEO with documentation from the department responsible for children in authorised care, supporting their eligibility for leave.
- 47.5 Authorised foster carers and kinship carers may also be eligible for other types of leave to support a child in their care. These leave arrangements are detailed in other provisions within this Agreement and include:
- (a) personal leave – refer to clause 26;
 - (b) compassionate leave- refer to clause 25;
 - (c) permanent care order application leave – refer to clause 24.7;
 - (d) parental leave, including primary caregiver parental leave and partner leave – refer to clause 24.

48. Gender Transition Leave

48.1 Gender Transition Leave is available to support employees who wish to transition from their gender. Paid leave may be taken for:

- (a) psychological support;
- (b) hormone replacement therapy and other types of medical intervention;
- (c) appointments to alter the employee's legal status or amend the employee's gender on legal documentation;
- (d) other similar appointments or procedures to give effect to the employee's transition approved by the CEO.

48.2 Eligibility

In order to access Gender Transition Leave, an employee must have:

- (a) completed at least 12 months continuous service on an ongoing or fixed period basis; and
- (b) commenced transitioning their gender.

48.3 Entitlement to Paid and Unpaid Gender Transition Leave

- (a) Employees who are transitioning their gender are entitled to four weeks of paid leave and up to 48 weeks unpaid leave for the purpose of supporting their gender transition.
- (b) Gender Transition Leave may be taken in a continuous period, single or part days over a three year period.
- (c) Employees may request additional paid Gender Transition Leave, which may be granted on a discretionary and case by case basis in exceptional circumstances.

- (d) Employees may also access other forms of paid or unpaid leave such as personal leave, recreation leave and long service leave, where the employee meets the relevant eligibility criteria for that leave type.
- (e) Any period of unpaid gender transition leave will not break an employee's continuity of service but does not count for service.

48.4 Notice and evidence requirements

- (a) Applications for leave will be dealt with confidentially and sensitively.
- (b) An employee must provide at least two weeks' notice of the need to take leave under this clause and the expected duration of leave. A shorter notice period may be agreed with the CEO.
- (c) An employee may be required to provide suitable supporting documentation for any leave granted under this clause. Evidence to support an application will only be sighted once and no copies will be made or recorded.

49. Health Screening Leave

49.1 An employee may access up to one hour of paid leave per year, for the purpose of undertaking a health screening test associated with a public health screening program.

49.2 A health screening test means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions.

49.3 Notice and evidence requirements

- (a) The employee is required to provide reasonable notice of the need to take leave and the expected duration of leave.
- (b) The employee must provide documentary evidence of their attendance at the screening test that would satisfy a reasonable person.

PART 3 – HOURS OF DUTY, ROSTERING AND OVERTIME

50. 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.

51. Span of Hours

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

52. Part-time Employment

52.1 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.

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

- 52.3 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.
- 52.4 Overtime will only be paid for work performed:
- (a) outside the normal span of hours specified in clause 51 , except where the employee is a shiftworker;
 - (b) after working in excess of 64 hours per fortnight.
- 52.5 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.
- 52.6 Where the employee agrees, a part-time employee may work fewer or more hours per week than the minimum or maximum limits stipulated in 52.5.
- 52.7 A part-time employee will be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis.
- 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.

53. Casual Employment

- 53.1 An employee's right to request and an employer's obligation to offer conversion from casual employment to full-time or part-time employment is provided for in the NES.

It is noted that NTCS do not employ casual Correctional Officers.

54. Public Holidays

- 54.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.
- 54.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act* (NT).
- 54.3 An employee will observe any day proclaimed or gazetted as a public holiday.
- 54.4 An employee may be required to work on any public holiday.
- 54.5 Payment for work on a public holiday is specified in clause 14 (Consolidated Allowance).

55. Cyclic Roster

- 55.1 Employees may be required to work continuous, rotating shift cycles.
- 55.2 Shift rosters will be posted in a position accessible to all employees, at least seven days before the day on which the rosters commence.
- 55.3 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).

55.4 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.

55.5 The union will be consulted in accordance with clause 86 (Management of Change) prior to the introduction of substantial changes to shift rosters.

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

56. Minimum Notice of Roster Change

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

56.2 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.

56.3 Subject to clause 56.5, in circumstances outlined in clause 56.2 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.

- 56.4 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.
- 56.5 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 56.6 below.
- 56.6 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.

57. Meal Breaks

- 57.1 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.
- 57.2 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.
- 57.3 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.

58. Overtime

- 58.1 Subject to clause 58.2, 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.
- 58.2 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.
- 58.3 Subject to the provisions of this clause, the overtime payment provisions of clause 58.7 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.
- 58.4 No duty performed by an employee in excess of the employee's ordinary hours of duty will attract the overtime payment provisions of clause 58.7 unless it was performed at the direction of the CEO.
- 58.5 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 58.7 unless the total of such periods in any fortnightly pay period exceeds one hour.
- 58.6 The overtime payment provisions of clause 58.7 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.
- 58.7 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.

- 58.8 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 58.7 will apply.
- 58.9 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.
- 58.10 Where more than one attendance is involved, the minimum overtime payment provision specified under clause 58.9 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.
- 58.11 Clause 58.9 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.
- 58.12 Payment for overtime will be made on the earliest practicable pay day following the performance of the overtime.

59. Minimum Rest Period Because of Overtime

- 59.1 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 55.2;
 - (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.
- 59.2 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.
- 59.3 In consideration of clause 59.2 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 56 (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.
- 59.4 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.
- 59.5 The provisions of this clause do not apply where a shift is changed or exchanged at the initiative of the employee.
- 60. Backfill a Shift on Short Notice**
- 60.1 Employees who are unable to attend for duty will be required to advise of their absence at least one hour prior to their scheduled commencement time, unless exceptional circumstances prevail.
- 60.2 Employees required to backfill a shift on overtime who have been provided half an hour or less notice of the commencement time of a shift will be paid overtime in lieu of travel time for up to 45 minutes prior to commencing the shift.
- 61. Rest on Night Shift**
- 61.1 Correctional Officers working night shifts may take the opportunity to rest between their night shift duties.
- 61.2 A stand-by rest area will be provided within the correctional facility.
- 61.3 Rest provisions are only for night shift Correctional Officers who are working within the correctional facilities. This does not include escorts, watchhouse, hospital or other areas deemed unsuitable by the Commissioner of Northern Territory Correctional Services.
- 61.4 Response times are not to be compromised as a result of this provision.
- 61.5 This clause does not permit sleeping whilst on duty.
- 62. Restrictive Duty – Duty Employee**
- 62.1 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.
- 62.2 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.

62.3 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.

62.4 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.

62.5 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 62.5(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 62.5(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 62.5(c)(i).

- 62.6 The restricted duty allowance is payable for each hour or part hour the employee is restricted outside the employee's ordinary hours of duty.
- 62.7 Any part of a period of restriction for which the employee receives another payment will not be included for calculating restricted duty allowance.
- 62.8 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.
- 62.9 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.

62.10 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:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{\text{Prescribed weekly hours before overtime is payable}} \times \text{\% of salary prescribed in clause 62.5}$$

63. Individual Flexible Working Arrangements

- 63.1 The employer 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:
- (i) arrangements about when work is performed;
 - (ii) meal breaks;
 - (iii) restriction duty;
 - (iv) overtime rates;
 - (v) leave; or
 - (vi) allowances.
- (b) meets the genuine needs of the employer and the employee; and
- (c) is genuinely agreed to by the employer and employee.

- 63.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about matters that would be permitted matters if the arrangement were an enterprise agreement;

- (b) do not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - (c) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 63.3 The employer must ensure that the individual flexibility arrangement:
 - (a) Is in writing;
 - (b) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (c) 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
 - (iv) the period of operation of the arrangement.
- 63.4 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.
- 63.5 The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving written notice of not more than 28 days to the other party to the arrangement; or
 - (b) if the employer and the employee agree in writing – at any time.
- 63.6 An employee may choose to be represented by their nominated representative in relation to the development and implementation of an individual flexibility arrangements.

64. Variation to Working Arrangements for Groups of Employees

- 64.1 A group of employees and the agency may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:
 - (a) hours of work, including rostered days off or restricted duties;
 - (b) commuted salaries or allowances;
 - (c) meal breaks; and
 - (d) leave.
- 64.2 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) 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.
- 64.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.
- 64.4 The union will be consulted on proposed arrangements prior to the approval of the Commissioner.

65. Flexible Work – General Principles and Requirements

- 65.1 The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. There are benefits for the employee, the agency and customers when employees are able to work more flexibly.
- 65.2 In all cases and at all times, an employee's flexible work arrangement must work for them, their team/work colleagues and the business needs.
- 65.3 Under this Agreement, employees have a range of options for when and how they work and are encouraged to discuss with their manager their flexibility needs.
- 65.4 The objective is to provide employees with the level of flexibility that works for them and allows them to meet their flexible lifestyle needs and achieve their aspirations, provided that business (includes team and customer) needs continue to be met.
- 65.5 Flexible work may be facilitated through one of the following initiatives contained in this Agreement. Refer to the relevant provision for eligibility and approval requirements:
- (a) clause 31 Recreation Leave at Half Pay – doubles the period of recreation leave when leave is taken at half pay);
 - (b) clause 34 Flexible Lifestyle (Purchased) Leave – ability to purchase paid leave through salary deductions to access more time off in a particular year;
 - (c) clause 52 Part-time employment – converting from full-time to part-time employment for a specified period or a permanent change; and
 - (d) clause 41 Special Leave Without Pay and;
 - (e) clause 24.17(e) returning to work on reduced hours after parental leave.
- 65.6 In considering an employee's request to work flexibly the CEO will take into account a range of things, including the employee's personal circumstances, and the agency's business needs.

- 65.7 Unless provided otherwise in the relevant clause, requests to work a flexible working arrangement can only be refused on reasonable business grounds as defined in clause 4(x).
- 65.8 An employee's request to work flexibly must be in writing setting out the details of the change sought and the reasons for the request.
- 65.9 The CEO (or their delegate) must give the employee a written response to the request within 21 days, stating whether the CEO (or their delegate) grants or refuses the request.
- 65.10 While there are many options about how an employee works in this Agreement, sometimes they will not fit an employee's exact circumstances and the employee and CEO will need to agree to vary the Agreement. In such situations, the Individual Flexibility Arrangement (clause 63) applies.
- 66. Time Off in Lieu**
- 66.1 The maximum amount of time off in lieu that employees may accrue is 80 hours, instead of the 40 hours specified in By-law 37.13.
- 66.2 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.
- 66.3 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 37.11.

PART 4 – GENERAL EMPLOYMENT CONDITIONS

67. Support and Wellbeing - Employee Assistance Program

- 67.1 The purpose of the Employee Assistance Program is to help employees and managers deal with issues that may impact on them at work.
- 67.2 Employees and their families may access up to 3 sessions of professional and confidential counselling services for each issue, which may be conducted remotely.
- 67.3 Further sessions may be granted by the CEO.

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

- 68.1 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.
- 68.2 An employee may request in writing to receive payment of an accrued leave airfare allowance prior to the common payment date.
- 68.3 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.

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

69. Integrity of Payments

- 69.1 The employer endeavours to ensure that all employees are paid their entitlements correctly and on time. However, from time to time employees may be either overpaid or underpaid. In either case, the parties agree that an incorrect payment of entitlements should be corrected as soon as reasonably practicable.

69.2 Recovery of overpayments

- (a) Overpayments made to an employee will be recovered in accordance with regulation 5 of the *Financial Management Regulations 1995*. This clause provides a summary of the requirements under the regulations.
- (b) The employee will be given written details of the overpayment and the amount proposed to be deducted or withheld. The employee will be provided a reasonable opportunity to propose an alternative arrangement to repay the overpayment.
- (c) The CEO may enter into an alternative arrangement with the employee to repay the overpayment if it is reasonable in the circumstances, the risk of not recovering the overpayment is low, and the arrangement will not result in any added costs.
- (d) On the cessation of an employee's employment, any amount or entitlement due to the person must be first used to repay the overpayment.

69.3 Rectification of underpayments

The employer will rectify an underpayment (including any applicable superannuation) to an employee as soon as reasonably practicable.

70. Superannuation

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

- 70.2 The employer will make the minimum superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

Note: This means that superannuation will only be paid up to the maximum contribution base even if an employee's ordinary time earnings (including allowances which count for purposes of superannuation) exceed this amount.

- 70.3 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.

- 70.4 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 superannuation contributions on their behalf.
- 70.5 Employees who do not nominate a superannuation fund will have their superannuation contributions paid to either:
- (a) an existing superannuation fund of which they are a member (if this is required by legislation); or
 - (b) the employer's default superannuation fund, which offers a MySuper product.

71. Salary Sacrifice

71.1 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 or 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).

71.2 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.

72. Training and Development

72.1 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.

72.2 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.
- 72.3 The Agency will conduct block training to facilitate the completion and maintenance of core competencies by employees.
- 72.4 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.
- 72.5 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.
- 72.6 The parties acknowledge the NTPS Aboriginal Employment and Career Development Strategy for 2021 – 2025 as a key initiative and legislation supporting Aboriginal recruitment, training and career progression.

73. Duties

- 73.1 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.
- 73.2 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.
- 73.3 Any direction issued pursuant to clauses 73.1 or 73.2 will be consistent with the responsibilities of the employer and of the employee to ensure a safe and healthy workplace.

74. Correctional Officer First Class Suitability Assessment Process

- 74.1 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 74.2 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.

74.2 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 74.2(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 74.2(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 74.2(b)(i).
- (v) The Correctional Officer First Class Suitability Assessment Group will review applicant performance outcomes under clause 74.2(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 74.2(b)(i) above.
- (vi) Applicants will be notified in writing of determinations made by the Correctional Officer First Class Suitability Assessment Group under clauses 74.2(b)(ii) and 74.2(b)(v) above.

- 74.3 The elements of the Correctional Officer First Class Suitability Assessment process set out in clauses 74.2(b)(iv) to 74.2(b)(vi) will be completed over a six month period.
- 74.4 Subject to clause 74.5, 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 74.2(b)(iv)A
- 74.5 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.
- 74.6 Subject to clause 74.7 below, employees may only submit one application every 12 months to participate in the Correctional Officer First Class Suitability Assessment Process.
- 74.7 Where an employee fails to satisfy the requirements of clauses 74.2 or 74.4 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.

75. Eligibility Requirements for Correctional Officer First Class

- 75.1 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 74 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.
- 75.2 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 74.2 above.
- 75.3 An employee who meets the eligibility requirements of clause 74.1 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 74.2 will be eligible for progression to the Correctional Officer First Class designation in accordance with the requirements of clause 75.2(c).

76. Certificate IV in Correctional Practice

- 76.1 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.
- 76.2 The Commissioner will give effect to the amendments to clauses 74.2(b)(iv)A, 74.4 and 75.1(a) through a determination or other appropriate instrument.

77. Eligibility Requirements for Senior Correctional Officer

- 77.1 A Certificate IV in Correctional Practice is an essential requirement for promotion to the Senior Correctional Officer designation.
- 77.2 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.
- 77.3 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 77.2(b) above.

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

- 78.1 On progression to the Correctional Officer First Class designation, employees become eligible to perform higher duties as a Senior Correctional Officer.
- 78.2 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 75.1(b).

79. Eligibility Requirements for Senior Industry Officer

- 79.1 To be eligible to be appointed to a Senior Industry Officer role, employees must:
- (a) hold a Certificate III in Correctional Practice or ability to successfully complete within 12 months;
 - (b) hold a relevant trade qualification or AQTF certificate III or higher; and
 - (c) hold a Certificate IV in Training and Assessment or the ability to successfully complete within 12 months.
- 79.2 To be eligible to progress to the third pay point of the Senior Industry Officer designation, employees must:
- (a) hold a Certificate IV in Leadership and Management; and
 - (b) have completed at least 12 months continuous service as a Senior Industry Officer in the Northern Territory.

80. Pool for Temporary Higher Duties in Custodial Positions

- 80.1 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.
- 80.2 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 80.2(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.

81. Security of Employment

- 81.1 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 (notice of redundancy) for the term of the Agreement.
- 81.2 However, clause 81.1 does not apply to an employee who has been declared potentially surplus to requirements under section 41 of the PSEM Act and registered on the Office of the Commissioner for Public Employment's Redeployment Database for longer than two years.
- 81.3 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.

82. 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.

83. Alice Springs Transport Service

- 83.1 A transport service will be available to employees working at the Alice Springs Correctional Centre.

83.2 NT Correctional Services shall meet the costs associated with the provision of transport to Alice Springs Correctional Centre staff between an agreed terminal in the Alice Springs township and the Alice Springs Correctional Centre and return at the start and end of each 12 hour and 8 hour shift.

83.3 NTCS will consult with employees in relation to any proposed changes to the current transport service arrangements and will seek the agreement of the Union prior to effecting any changes.

84. Spoilt Meals

84.1 Employees who have purchased a meal from the kitchen will be provided with a replacement meal in the following circumstances:

- (a) They have been redirected to another work location;
- (b) The meal has not been placed in a refrigerator; and
- (c) The meal is not safe to eat.

PART 5 – FUTURE DIRECTIONS AND ONGOING CONSULTATION

85. Safe and Healthy Work Environment

85.1 The employer is committed to improving the work health and safety of employees.

85.2 The parties are committed to supporting sector-wide guidelines to ensure work health and safety of employees, including remote employees and where travelling for work is required.

85.3 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying.

85.4 The employer 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 inappropriate workplace behaviour and bullying.

86. Management of Change

86.1 This clause applies if the CEO:

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

86.2 The CEO must notify and consult with relevant employees and their unions about the proposed major change or the proposed changes to the regular roster or ordinary hours of work.

- 86.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 86.4 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.

- 86.5 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 or roster 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.

86.6 Consultant

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

- (a) discuss with the relevant employees the introduction of the change;
- (b) provide to the relevant employees:
 - (i) as far as practicable, all relevant information about the proposed changes;
 - (ii) information about the expected effects of the change on employees; and
 - (iii) information about any other matters the CEO reasonable believes are likely to affect the employees.
- (c) invite and provide an opportunity for employees and their representatives, to put forward their views, comments and suggestions on all matters regarding the impact of the proposed change, including any impact in relation to the employee's family or caring responsibilities.;

- (d) provide the opportunity where relevant to meet with employee representatives;
 - (e) give prompt and genuine consideration to the views, comments and suggestions raised by employees and their representatives; and
 - (f) advise employees and their representatives of the final decisions, explaining how the views expressed by the employees and their representatives were taken into account.
- 86.7 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 86.8 Following consultation under clause 86.6 after making a final decision a CEO must consult on implementation.
- 86.9 In this clause:
- relevant employees** means the employees who may be affected by a change referred to in clause 86.1.

87. Consultative Committees

- 87.1 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.
- 87.2 In relation to workplace issues, the CEO may establish a consultative committee as a forum for consultation.
- 87.3 In relation to clause 87.2, the Joint Industrial Relations meetings provide a forum to discuss industrial relations matters at an agency wide (i.e. non-local) level.

88. Union Rights

- 88.1 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 General Manager that they have been appointed as a union delegate.

88.2 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 eight 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 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.

88.3 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.

88.4 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 (e.g.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.

89. Operating Models for Correctional Facilities

- 89.1 The parties agree that there will be Operating Models completed for the Darwin, Alice Springs Correctional Centres, and the Barkly and Datjala Work Camps.
- 89.2 The parties and Union agree to work collaboratively and genuinely engage in productive discussions ensuring both parties views are reasonably considered.
- 89.3 The parties acknowledge the need for regular and ongoing monitoring, assessment and review of the Operating Models.
- 89.4 Variations to the Operating Models and safe staffing levels will be through agreement with the union, except in the circumstances set out in clauses 89.5 and 89.6.
- 89.5 Where variations to the Operating Models 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 89.7.
- 89.6 Where an incident or event threatens the security and good order of a correctional precinct/work camp and/or staff or offenders, with the exclusion of staff shortages, 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

89.7 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 the Union, to put forward views, comments and suggestions on the matters including the opportunity to meet with management;
- (c) genuine consideration of the views, comments and suggestions submitted; and
- (d) advising employees and the Union of the final decisions, explaining how the views expressed by the employees and the Union were taken into account.

Disputes

89.8 In the event of a dispute, clause 11 (Dispute Settling Procedures) will apply, with the exception of disputes relating to clauses 89.5 or 89.6, in which case clause 11.8 (Arbitration) will not apply.

89.9 Subject to the matters set out in clause 89.5 and 89.6, the CEO will not implement a variation until the dispute settlement process has been facilitated.

90. Redeployment and Redundancy

90.1 Redeployment and redundancy entitlements applicable to employees are set out in Schedule 2.

90.2 Transfer of employment

- (a) The provisions of Schedule 2 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.
- (b) 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:
 - (i) the second employer recognises the employee's service with the first employer; or
 - (ii) the employee rejects an offer of employment made by the second employer that:
 - A. 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
 - B. 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 10.12.20 \$ p.a.	Salary commencing FPP on or after 02.12.21 \$ p.a.	Salary commencing FPP on or after 02.12.22 \$ p.a.	Salary commencing FPP on or after 02.12.23 \$ p.a.	Salary commencing FPP on or after 02.12.24 \$ p.a.
TCO (block) Det 1070 of 2000	55,235	56,892	58,598	60,356	62,167
TCO (balance)	61,372	63,213	65,109	67,062	69,074
CO (1)	61,372	63,213	65,109	67,062	69,074
CO (2)	62,735	64,617	66,556	68,553	70,610
CO (3)	64,098	66,021	68,002	70,042	72,143
CO (4)	65,448	67,411	69,433	71,516	73,661
CO (5)	67,333	69,353	71,434	73,577	75,784
CO 1/C (1)*	68,759	70,822	72,947	75,135	77,389
CO 1/C (2)**	70,090	72,193	74,359	76,590	78,888
SCO (1)	77,586	79,914	82,311	84,780	87,323
SCO (2)	79,555	81,942	84,400	86,932	89,540
SCO (3)~	81,148	83,582	86,089	88,672	91,332
SIO (1)	77,586	79,914	82,311	84,780	87,323
SIO (2)	79,555	81,942	84,400	86,932	89,540
SIO (3)^	81,148	83,582	86,089	88,672	91,332

CO 1/C (1)* Refer to Clause 76 for eligibility requirements

CO 1/C (2)** Refer to clause 76 for eligibility requirements

SCO (3)~ Refer to Clause 78 for eligibility requirements

SIO (3)^ Refer to Clause 80 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 Accrued Personal Leave**
- 2.7.1** Subject to clause 2.7.2, the periods of notice under clauses 2.5.2 and 2.5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.
- 2.7.2** For the purposes of an employee entitled to income maintenance under clause 2.6.3, the total extension permitted under clause 2.7.1 is capped at six months.

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

2.8 Right of Review

2.8.1 A surplus employee will have a right of review to the 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

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.

SIGNATORIES to the Correctional Officer (NTPS) 2021 - 2025 Enterprise Agreement



Commissioner for Public Employment

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Bargaining Representative of NTPS Correctional Officers

Dated: 29/03/2023