

**NORTHERN TERRITORY
POLICE FORCE
CONSENT AGREEMENT
2008**

NORTHERN TERRITORY OF AUSTRALIA

POLICE ADMINISTRATION ACT

NORTHERN TERRITORY POLICE FORCE CONSENT AGREEMENT 2008

THIS AGREEMENT is made between the Minister of the one part and the Northern Territory Police Association Incorporated of the other part, pursuant to section 51 of the Act.

WHEREAS the salaries, allowances and other conditions of service of members of the Police Force are determined by Police Arbitral Tribunal Determination No. 1 of 2000.

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

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement shall be known as the Northern Territory Police Force (NTPF) Consent Agreement 2008 (CA 2008).

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2. Application

This Agreement shall be binding on the Commissioner of Police and the Northern Territory Police Association Incorporated (NTPA) and all members at or below the rank of Superintendent.

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3. Operation of this Agreement

This Agreement shall operate from 30 June 2008 and remain in force until 29 June 2011.

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4. Relationship to Parent Determination

- (a) This Agreement shall be read and interpreted wholly in conjunction with the Police Arbitral Tribunal Determination No. 1 of 2000 ('Determination No. 1 of 2000' or 'PATD'), provided that where there is any inconsistency this Agreement shall take precedence.
- (b) The parties agree to set aside the Consent Agreement 2005, Remote Area Incentives Consent Agreement 2005, and the Remote Electricity Subsidy Consent Agreement 2004, simultaneously upon the certification by the Police Arbitral Tribunal ('the Tribunal') of this Agreement.

5. Arrangement

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6. Negotiation of New Agreement

- (a) Negotiations to replace this Agreement should commence no earlier than 1 February 2011 and be completed by 30 April 2011, with the proposed date of effect for any salary increase being 29 June 2011.
- (b) Where negotiations continue beyond 30 April 2011, the additional period taken to reach agreement may upon application to the Tribunal by one of the parties, be added to the above proposed date of effect for any salary increase and/or changes to working conditions, if the Tribunal determines that the other party has unreasonably caused that delay.

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7. Variation

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

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8. No Extra Claims

The parties agree that during the life of this Agreement there will be no further claims for increased rates of pay or improvements in terms and conditions of service other than those matters specifically provided for in this Agreement and in accordance with Clause 7.

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9. Facilitative Powers for Commissioner

- (a) The Commissioner may enhance or extend a condition provided for under Determination No. 1 of 2000 to a member.
- (b) The Commissioner may vary a member's entitlement under the Determination where representation is made by the member.

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10. Objectives of Agreement

- (a) The objectives of this Agreement are:
 - (i) To maintain harmonious industrial relations in the workplace.
 - (ii) To promote efficiency and productivity in the NTPF.
 - (iii) To facilitate appropriate regulation and employment conditions through Consent Agreements and Determinations.

- (iv) To enable the NTPF and the NTPA to work together to provide policing services aligned to strategic and corporate directions of the NTPF and meeting the needs of local communities.
 - (v) To finalise issues outstanding from the Consent Agreement 2005.
 - (vi) To promote modern policing practices by redesigning systems and utilising new technological opportunities.
- (b) The parties acknowledge the need to jointly examine and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes. The consultative mechanism referred to in Clause 79 will be employed by the parties for this process.
 - (c) The parties acknowledge the need to recognise as appropriate the work of members performing front line general policing duties.
 - (d) The achievement of improved policing services to the people of the Northern Territory through an alignment of the strategic and corporate directions of the NTPF, enhanced quality of working life of members through cooperative workplace reform and equitable and productive workplace relations.

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11. Dispute Settling Procedures

- (a) In the event a dispute arises in relation to this Agreement, every endeavour shall be made to settle the dispute amicably by direct negotiation and consultation between the parties to this Agreement.
- (b) Prior to invoking the provisions of Clause 90 and 164 of Determination No. 1 of 2000, supervisors and members are required to utilise the Personnel Decisions policy.
- (c) To facilitate the settlement of any such dispute the provisions of Clause 90 and 164 of Determination No. 1 of 2000 shall be used.

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12. NTPA Right of Entry

For the purpose of investigating complaints concerning the application of this Agreement or for the purpose of meeting members on legitimate business of the NTPA, a duly accredited representative of the NTPA, whilst observing the usual courtesies, shall have the right to enter the employer's premises.

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13. NTPA Recruit Induction

- (a) NTPA representatives may in the first 28 days of training of Recruit Constables, Aboriginal Community Police Officers, and Auxiliaries, address trainees on their entitlements and obligation during working hours.
- (b) The Northern Territory Police, Fire and Emergency Services (NTPFES) College will notify the NTPA of each course prior to commencement.

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PART 2 – SALARIES, RANK STRUCTURES AND ALLOWANCES

14. Salaries and Rank Structures

- (a) Clause 7 of Determination No. 1 of 2000 is varied in accordance with the salary and rank restructure contained in Attachment A.
- (b) Members employed in the Forensic Science Branch shall be entitled to salary contained in Attachment A. Structure and provisions for members employed in this Branch are in accordance with the conditions outlined in the Career Path for Members in the Forensic Services Consent Agreement 2008.

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15. Increments for Auxiliaries

- (a) Auxiliaries shall be entitled to a salary level increase at 10 years, 15 years and 20 years service as an Auxiliary, in accordance with the salary scales contained in Attachment A.
- (b) A performance verification report from immediate supervisor(s) will be required in addition to length of service prior to any salary level increase being approved.

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16. Selection for Higher Duties

- (a) The general principle to be used in selecting members to perform higher duties is on the basis of merit.
- (b) A member has merit if the person has the capacity to perform the duties of the rank, having regard to the member's:
 - (i) Knowledge, skills, qualification and experience; and
 - (ii) Aptitude, diligence, good conduct and quality of service; and
 - (iii) Potential for future development in the NTPF.
- (c) For the purposes of determining the potential for future development of the member in the NTPF the following factors must be taken into account:
 - (i) The performance of duties of office in the course of the member's career; and
 - (ii) The range of practical experience of the member in or outside the police force; and
 - (iii) The ability, aptitude, skill, knowledge and experience determined by the Commissioner to be necessary for the proper performance of the duties of the position in question; and
 - (iv) Any relevant academic, professional or trade qualification of the member.

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17. Allowance Increases

- (a) Allowances listed in this clause shall be adjusted in accordance with the method shown in Clause 17 (d).
- (b) Where increases to an allowance in this clause are linked to the Northern Territory Public Sector (NTPS) increases, the increase shall be immediately passed on and shall be calculated so that the NTPF and NTPS allowance amounts remain the same. The allowances in this clause that are linked to the Consumer Price Index (CPI) are calculated by using the annual September to September Darwin CPI, with effect from 1 January each year.
- (c) The Auxiliary Watch House Keeper Allowance shall be increased at the rate of the published Darwin CPI on 1 January of each year, commencing 1 January 2009.
- (d) The following allowances and subsidies are current as at the time of certification of the Agreement and may be subject to change or amendment as determined by the Commissioner of Police. Any changes or amendments may be implemented by the Commissioner by publishing details in the *Police Gazette*.
 - (i) Salary and shift allowances:

	Current Rate	Increases	Reference
Consolidated Allowance	20% of salary	Enterprise bargaining	CA 2008 Clause 21
Night Shift Allowance	15% of the member's CA 2008 base annual salary, or the Clause 20 member's base rate of pay while on higher duties	Enterprise bargaining	CA 2008 Clause 20
Overtime Meal Allowance	\$17.30	CPI 1 January; CA 2008 Clause 17 (b)	PATD Clause 45.1; CA 2008 Clause 31
Auxiliary Watch House Keeper Allowance	\$1200.00 per annum paid on pro rata basis for each shift actually worked	CPI 1 January	CA 2008 Clause 17(c)
On-Call Allowance	5% of the hourly rate of a Senior Constable on the top salary increment (7 weeks leave option)	Base salary increases	CA 2008 Clause 22
Stand-By Allowance	50% of the hourly rate of a Senior Constable on the top	Base salary increases	CA 2008 Clause 23

	Current Rate	Increases	Reference
	increment (7 weeks leave option)		

(ii) Isolated Localities:

	Current Rate	Increases	Reference
Contract Cleaning – Bush Stations	\$16.80 per hour	CPI 1 January	CA 2008 Clause 54
Spousal Honorarium Payment (May and November per annum)	\$1274.00 per annum	CPI 1 January	<i>Police Gazette</i>
Accommodation Allowance (FOILs)	\$99.50 per day	CPI 1 January; CA 2008 Clause 17 (b)	CA 2008 Clause 51
Electricity Subsidy	Refer to Clause 55 and 56	CPI 1 January; CA 2008 Clause 17 (b)	CA 2008 Clauses 55 and 56
Allowance for Meals to Prisoners and Witnesses	\$17.30 per each meal provided	CPI 1 January; CA 2008 Clause 17 (b)	PATD Clause 17

(iii) Travel:

	Current Rate	Increases	Reference
Accommodation Allowance (TA)	\$68.20 per day	CPI 1 January; CA 2008 Clause 17 (b)	CA 2008 Clause 62
Accommodation Allowance for Approved Training Courses and Events in Darwin and Alice Springs (self-catering accommodation)	\$35.00 per day	CPI 1 January	CA 2008 Clause 62
Meal Allowance (per day)	Breakfast: \$14.10 Lunch: \$21.30 Dinner: \$30.00	CPI 1 January; CA 2008 Clause 17 (b)	CA 2008 Clause 31
Travel Incidentals Allowance	\$10.70 per day	CPI 1 January; CA 2008 Clause 17 (b)	CA 2008 Clause 17 (b)

	Current Rate	Increases	Reference
Camping Allowance	\$85.10 per day	CPI 1 January; CA 2008 Clause 17 (b)	CA 2008 Clause 67
Mileage Allowance	\$0.62 per km \$0.03 per km (carrying goods, passengers, or towing)	CPI 1 January; CA 2008 Clause 17 (b)	CA 2008 Clause 17 (b)
Youth Camping Allowance	\$209.00 per day	Annual review July by the Commissioner of Police and the NTPA	<i>Police Gazette</i> N78/G12/04
Restrictive Surveillance Duty Allowance (in lieu of TA)	\$60.00 per day or part thereof; See PATD Clause 15 for details	Adjusted by base salary increases refer sub-clause PATD 15.6.2	PATD Clause 15
Disturbance Allowance	\$326.00 single; \$748.00 with spouse or dependent; \$97.00 for each additional child (not covered by spouse or dependent rate)	CPI 1 January	PATD Clause 83

(iv) Miscellaneous:

	Current Rate	Increases	Reference
Plain Clothes Allowance	\$1736.00 per annum	CPI 1 January	PATD sub-clause 11.3; CA 2008 Clause 27
Close Personal (Protection) Allowance	\$266.00 per annum (reimbursement)	CPI 1 January	PATD sub-clause 11.4
NT Allowance after 21/07/1988 with dependants	\$960.00 per annum	Not applicable	PATD Clause 10.4
NT Allowance prior 21/07/1988 with or without dependants	Based on salary range	Not applicable	PATD Clause 10.1 & 10.3
At Sea Allowance	See PATD Clause 14	CPI 1 January	PATD Clause 14
Spending Allowance	\$961.00 per annum	CPI 1 January	PATD sub-clause 11.2
Fingerprint Allowance	See PATD Clause 11.1 for details; note Forensic CA		PATD Clause 11.1; Forensic Agreement CA 2008 Clause

	Current Rate	Increases	Reference
	2008 Clause 5.11		5.11
Auxiliary Transfer Entitlements	Single rate: \$437.00 per fortnight; Dependant rate: \$603.00 per fortnight.	CPI 1 January; CA 2008 Clause 17 (b)	CA 2008 Clause 66

(v) Housing:

	Current Rate	Increases	Reference
Housing Allowance	\$18279.20 pa (as at 1 July 2008)	1 July	NT Police Housing CA 2005
Rental Subsidy	Rental subsidy as per <i>Police Gazette</i> notification	1 January and 1 July	<i>Police Gazette</i> notification; CA 2008 Clause 18
Sale and Purchase of dwelling on transfer	Calculated in accordance with NT Police Housing CA 2005 Appendix A	Commissioner of Police	PATD sub-clause 86.1.1 & supplementary section 10, NT Police Housing CA 2005

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18. Rental Subsidy

The rental subsidy is adjusted using the median of the Real Estate Institute of Australia (REIA) and Australian Valuation Office (AVO) rates from May and November. Adjustments are made 6 monthly, effective 1 January and 1 July.

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19. General Duties Allowance

- (a) This clause applies to the ranks of Senior Sergeant and below. It does not apply to Recruit Constables, Recruit Auxiliaries, or Recruit Aboriginal Community Police Officers whilst in training at the NTPFES College, or to Auxiliaries.
- (b) Subject to Clause 48, the General Duties Allowance shall be paid fortnightly at the rate of 5% of the member's base annual salary. If a member is performing higher duties, that salary will become the rate to calculate base annual salary.
- (c) This allowance is in addition to the Consolidated Allowance.
- (d) Eligibility:

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

- (i) Performing duties in positions that fit the definition: 'General Duties Position' means an operational uniformed position performing a non-specialist role at a police station; and
 - (ii) Current relevant qualifications in Operational Safety and Tactics Training (OSTT) and (except for Aboriginal Community Police Officers) Glock; and
 - (iii) Each year, within the 3 month period before the member's pay level anniversary date, the member passes the 'professional policing' assessment.
- (e) Provided that where a member is absent for any reason or is otherwise unable to undertake the assessment for good reason, the Commissioner will give the member a reasonable opportunity to undertake the assessment, and the member will continue to be paid the allowance until they undertake the assessment.
 - (f) The 'professional policing' assessment is a designated test in policies, practices, procedures, and law. Members will have electronic access to a large bank of assessment items in a multiple choice format, and the correct answers. Each test will be randomly drawn from this bank. Members may access and attempt tests 'unofficially' as often as they wish. To qualify, members will have up to 3 'official' opportunities (a maximum of one 'official' test attempt per month) to pass the assessment, and must take and pass the assessment unaided and verify that they have done so. A pass shall be a mark of at least 60%. Changes may be made to the contents of the assessment from time to time to keep pace with new policing developments and knowledge requirements. The bank of questions, and changes from time to time including any in pass requirements, will be developed in consultation with the NTPA.
 - (g) This allowance shall continue to be paid on recreation leave, on sick leave without a certificate for the first 2 days of absence in any year, on sick leave with a certificate for up to 2 weeks per annum, and if performing light duties due to a non work related medical condition for up to 2 weeks per annum.
 - (h) Where a member is on part time leave without pay, this allowance shall be paid proportionate to the hours of work.
 - (i) This allowance will cease when the member is not performing duties in qualifying positions, whether temporarily or permanently.
 - (j) When a new position is being created temporarily or permanently or a position is being reviewed, this allowance shall be assessed by the Commissioner before the position is advertised or filled. The Commissioner and the NTPA will then reach agreement as to whether the allowance shall be paid. Where the position is formally agreed as either in receipt or not of this allowance, this Agreement will be taken to be varied to this effect by agreement of the parties.
 - (k) During the life of the Agreement, where an established position is reviewed and it results in no longer being eligible for this allowance, the member shall retain this allowance until either the member leaves the position and another member is appointed, in which case the allowance will not be paid, or after 6 months, whichever occurs first. The member can then decide whether they wish to remain in that position, or seek a transfer to another

position which attracts this allowance through the normal promotional or transfer process.

- (l) The Commissioner may add to or vary the positions in receipt of the General Duties Allowance, following agreement with the NTPA. Where the position is formally agreed as either in receipt of or not in receipt of the General Duties Allowance, this Agreement will be taken to be varied to this effect by agreement of the parties.

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20. Night Shift Allowance

- (a) This clause applies to the ranks of Senior Sergeant and below. It does not apply to Recruit Constables, Recruit Auxiliaries and Recruit Aboriginal Community Police Officers whilst in training at the NTPFES College.
- (b) The Night Shift Allowance shall be paid to members for each night shift actually worked at the rate of 15% of the member's base annual salary, or the member's base rate of pay while on higher duties.
- (c) This allowance is not payable where a member works a night shift on overtime.

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21. Consolidated Allowance

- (a) This clause applies to the ranks of Senior Sergeant and below. It does not apply to Recruit Constables, Recruit Auxiliaries and Recruit Aboriginal Community Police Officers whilst in training at the NTPFES College.
- (b) The Consolidated Allowance shall be paid to members at the rate of 20% of their annual base salary to be paid fortnightly. This allowance is paid in lieu of weekend penalties, leave loading, shift work, part in lieu of night shift and public holiday penalties, in replacement of specialist allowances removed in 1991 except for compensatory and fingerprints allowances, and also in 1991 for the removal of the second Sunday provision, for agreement for flexible rostering and for the replacement of police by Police Auxiliaries to perform certain duties.
- (c) For receipt of this allowance, members may be required to perform operational duties or be rostered nights and weekends as operationally required.
- (d) The additional payments prescribed by this clause shall only be calculated on base salary rate of the member or the member's base rate of pay while on higher duties.
- (e) The Consolidated Allowance shall apply to recreation leave, sick leave with a medical certificate, sick leave without a certificate for the first 2 shifts of absence in any calendar year, and long service leave (only when actually taken, and not when paid on termination or retirement).
- (f) Where a member is on part time leave without pay the Consolidated Allowance will be paid proportionally to the hours of work.

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22. On-Call Allowance

- (a) The Commissioner may roster or direct a member to be on call and hold themselves in readiness to perform overtime.
- (b) A member who is rostered or directed to be on call must be contactable by telephone or other approved means and be available and fit to commence duty without delay, or within a time acceptable to the Officer in Charge, before the next ordinary commencing time for that member.
- (c) The Commissioner shall not approve payment of the On-Call Allowance unless satisfied that the requirements of this clause have been complied with.
- (d) Except with express approval of the Commissioner, a member holding or acting in a rank above Senior Sergeant is not eligible to claim payment of the On-Call Allowance.
- (e) A member who is directed to be on call will be eligible for payment of an On-Call Allowance calculated at 5% of the hourly rate of a Senior Constable on the top salary increment (7 weeks leave option).
- (f) The minimum payment shall be for 8 hours.
- (g) Where a member on call is required to return to duty, they shall be paid in accordance with the Overtime Payment provisions of Clauses 40 to 44 of Determination No. 1 of 2000 for the hours worked.
- (h) The provisions of this clause are not available to a member who has made a claim under Clauses 14, 15 or 43 of Determination No. 1 of 2000 for the same period.

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23. Stand-By Allowance

- (a) 'Stand-by' shall mean a situation where the Commissioner rosters or directs a member to remain at their place of employment at that time, or other place approved by the Commissioner, to perform duties as required.
- (b) A member may be directed to be on stand-by where there is a clear expectation of an imminent requirement to return to duty and the member is required as is necessary to be available and fit for immediate recall.
- (c) The Commissioner shall not approve payment of Stand-By Allowance unless satisfied that the requirements of this clause have been complied with.
- (d) Except with the express approval of the Commissioner, a member holding or acting in a rank above Senior Sergeant is not eligible to claim payment of the Stand-By Allowance.
- (e) Where a member on stand-by is required to return to duty, payment under this clause shall cease and the member shall be paid in accordance with the Overtime Payment provisions of Clauses 40 to 44 of Determination No. 1 of 2000 for the hours worked.

- (f) A member who is directed to be on stand-by will be eligible for payment of a Stand-By Allowance for a maximum of 8 hours in any 24 hour period calculated at 50% of the hourly rate of a Senior Constable on the top increment (7 weeks leave option).
- (g) Where a restrictive duty circumstance arises that does not clearly fit into any of the situations described in this clause, the Commissioner may, in consultation with the NTPA, approve such other arrangements and rates of payment as are appropriate.

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24. Tutor Allowance

- (a) This clause applies to ranks of Sergeant, Senior Constable First Class, Senior Constable and Constable First Class.
- (b) The Tutor Allowance shall be paid fortnightly at the rate of 5% of the member's base annual salary. If a member is performing higher duties, that salary will become the rate to calculate base annual salary, provided that payment on higher duties is subject to sub-clauses (f) and (j).
- (c) Members may be appointed as a Tutor with responsibilities for training and managing the development of Constables.
- (d) To be eligible to be appointed as Tutors, members must have mentoring and instruction skills through approved training in these areas.
- (e) There will be limited numbers of designated Tutor roles at certain locations. There will be not less than 44 Tutor roles available.
- (f) These will be in particular locations as designated by the Commissioner depending upon organisational needs at different locations for members with the skills, experience and qualifications of Tutors.
- (g) A member selected to be a Tutor shall only access this allowance while at the location where they were appointed as a Tutor and performing duties that include responsibility for training/managing the development of Constables.
- (h) This allowance shall continue to be paid on recreation leave, on sick leave without a certificate for the first 2 rostered shifts of absence in any year, on sick leave with a certificate for up to 2 weeks per annum, and if performing light duties due to a non work related medical condition for up to 2 weeks per annum.
- (i) Where a member is on part time leave without pay, this allowance shall be paid proportionate to the hours of work.
- (j) This allowance will cease when the member is not performing duties in a designated role, whether temporarily or permanently.

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25. Special Clothing or Accoutrements Allowance

- (a) Where members have a claim for special clothing or accoutrements they are to do so in accordance with Clause 33 of Determination No. 1 of 2000.

- (b) The Commissioner shall develop an appropriate policy for such claims within 12 months following certification of the Agreement. Until this is implemented each case will be assessed on merit, on the need for the special clothing or accoutrements, and members should seek approval before making any purchase.

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26. Dog Handlers Allowance

Where a police dog is kennelled at the home of a Dog Handler, and the member is required to care and maintain the dog during hours rostered off duty, the member shall be paid an allowance of 12% of the hourly rate of a Senior Constable on top salary increment (7 week leave option).

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27. Plain Clothes Allowance for Superintendents

Superintendents shall be eligible to the same rate payable to members at or below the rank of Senior Sergeant.

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28. Superintendent's Vehicles

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

- (e) It is not intended that the use of private plated Government vehicles be expanded upon above the preceding. Use should be administered with common sense and sensitivity by all concerned. If this cannot be achieved the Commissioner:
 - (i) May issue more specific instructions in general or to an individual; or
 - (ii) May in the case of an individual review the privilege or withdraw it altogether.

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PART 3 – HOURS OF DUTY, MEAL BREAKS AND OVERTIME MEAL ALLOWANCE

29. Hours of Duty

- (a) The Hours of Duty provisions at Clauses 34 to 38 of Determination No. 1 of 2000 are, during the life of this Agreement, replaced by those provisions as provided at Attachment B.
- (b) The definition of 'duty day' appearing at sub-clause 6.3 of Determination No. 1 of 2000 is varied by adding the following words: 'Where there is no majority of hours, the day on which the shift commenced shall determine the duty day.'
- (c) The definition at sub-clause 29 (b) above, does not apply to public holidays. For the provisions relating to public holidays refer to Clause 32.

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30. Meal Breaks

- (a) Supervisors must be vigilant in administering this provision by ensuring, where possible, that members avail themselves of a meal break.
- (b) A member who, at the direction of a supervisor, is not permitted, or who otherwise was unable due to operational requirements, to access a meal break pursuant to Clause 9 of Attachment B, shall be entitled to a meal allowance at the approval of the supervisor.
- (c) Each individual claim is to be made at the end of the shift for which the meal allowance is claimed or before the end of the following shift worked.
- (d) Payment of this meal allowance will be at the same rate as the overtime meal allowance.

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31. Overtime Meal Allowance

Clause 45 of Determination No. 1 of 2000 shall be deleted in its entirety and replaced with the following:

- (a) Where a member is required to perform additional duty in excess of their rostered shift of at least a cumulative total of 4 hours, either before or after the rostered shift, the member shall be entitled to the payment of an overtime meal allowance at the same rate applying to employees of the Northern Territory Public Sector.
- (b) Each completed 4 hours of additional duty shall attract a meal allowance in accordance with sub-clause (a).
- (c) Overtime meal allowances will not be paid where a member has already received or will receive a Travelling Allowance meal allowance within 4 hours of the overtime meal allowance otherwise being incurred. However, overtime meal allowances may be paid to members in receipt of self-catering food payments.

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PART 4 – PUBLIC HOLIDAYS AND LEAVE

32. Public Holidays

- (a) For the purposes of this clause only, a member shall be paid public holiday rates for all the actual hours worked on the public holiday. Hours within the same shift that fall outside of the public holiday shall be paid at non-public holiday rates.
- (b) The following provisions apply to those public holidays that have a 'usual date' each year, i.e. Christmas Day, Boxing Day, New Year's Day, Australia Day, and Anzac Day.
- (c) The Determination No. 1 of 2000 currently states at Clause 39 'Public Holidays' sub-clause 39.1 'A member shall be entitled to public holidays in accordance with the provisions of the *Northern Territory Public Holidays Act*. Schedule 2 of this Act specifies the days that will, in each year, be observed as public holidays. For the following holidays, it states a 'usual date' for the holiday, and an alternate 'substitute date' if the usual date falls on a Saturday or Sunday:
 - (i) New Year's Day – 1 January or, if that day falls on a Saturday or Sunday, the following Monday.
 - (ii) Australia Day – 26 January or, if that day falls on a Saturday or a Sunday, the following Monday.
 - (iii) Anzac Day – 25 April or, if that day falls on a Sunday, the following Monday.
 - (iv) Christmas Day – 25 December or, if that day falls on a Saturday or Sunday, the following Monday.
 - (v) Boxing Day – 26 December or, if that day falls on a Saturday, the following Monday or, if 26 December falls on a Sunday or Monday, the following Tuesday.
- (d) Where a 'substitute date' has been declared, under the current Determination provisions, police members working on the 'usual date' for a holiday are not entitled to any public holiday penalty for working that day.
- (e) It is agreed that the following will apply from the date of effect of the Agreement:
 - (i) Members who perform ordinary rostered duty on either one, and one only, of the 'usual date' or the 'substitute date', will receive the public holiday payment of double time.
 - (ii) Members who perform ordinary rostered duty on both the 'usual date' and the 'substitute date' will be paid the Public Holiday rate for work on the 'substitute date', and will be given time off in lieu equal to the number of hours worked on the 'usual date', in recognition of their work on the 'usual date'.
- (f) These provisions operate in addition to the other police provisions applying to public holidays.

- (i) The public holiday provisions for police members are found at Clause 39 of the Determination No. 1 of 2000 which provides in sub-clause 39.3 'A member who is regularly rostered for duty on any day of the week shall be paid for 8 hours at single time where a rostered day off duty falls on a public holiday.'
 - (ii) This provision will mean that members who are regularly rostered for duty on any day of the week, who are rostered off duty on the 'substitute date', will be paid for 8 hours at single time. This provision does not apply to members rostered off duty on the 'usual date'.
- (g) The rate of overtime payments will be according to which date is the declared public holiday, i.e. public holiday overtime rates will only be paid on the 'substitute date'.

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33. Recreation Leave

- (a) This clause should be read in conjunction with Clause 49 of this Agreement.
- (b) New and existing members (excluding those existing members who elected the 6 week recreation leave option) shall be entitled to 280 hours recreation leave annually. This shall accrue at the rate of 23.33 hours for each month of service.
- (c) Existing members who elected the 6 week recreation leave option (3.1% salary increase) shall be entitled to 240 hours recreation leave annually. This shall accrue at the rate of 20 hours for each month of service.
- (d) Recreation leave is to be calculated on a cumulative basis, i.e. a number of hours will accrue to each member per month of service.
- (e) Leave debits will be equivalent to the ordinary hours a member would have worked had such member not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.
- (f) The provisions contained in sub-clauses 33(a) and (b) do not apply to Superintendents. Superintendents shall be entitled to 240 hours recreation leave annually, that shall accrue at the rate of 20 hours for each month of service, and administered in accordance with the provisions outlined at Clauses 131.1 to 136.2 of Determination No. 1 of 2000.

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34. Recreation Leave Cash-Ups

- (a) Members may elect to take 2 weeks recreation leave at double pay in lieu of using 4 weeks of their recreation leave credit in any calendar year.
- (b) With the agreement of the Commissioner and taking into account all occupational health and safety provisions, members may elect to use part of their recreation leave credits to acquit any salary over payments, or any other monies owing to the Department.

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35. Recreation Leave Credits

In addition to the recreation leave rostering provisions at Clause 48 of Determination No. 1 of 2000 the Commissioner may direct a member to take up to 10 days of their recreation leave credit once in any 12 month period. The Commissioner must provide the member with a minimum of 1 month's notice of this direction.

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36. Leave Management

- (a) In administering the recreation leave and long service leave provisions of Determination No. 1 of 2000 and this Agreement, managers responsible for approving leave and maintaining work rosters shall comply with the agreed Recreation Leave Management Principles as provided in this clause below.
- (b) Recreation leave and long service leave are industrial entitlements of employees. Wherever possible and when given reasonable notice, the NTPF should accommodate a member's leave request, provided that the provisions of sub-clauses (c) to (g) below apply to this decision-making process.
- (c) Recreation leave and long service leave shall be managed/rostered in a way that best manages the people resources of the NTPF. This includes that leave is managed so it allows sufficient staffing at all times to provide service delivery – this includes during popular periods for leave such as Christmas, Easter and mid year, and public holidays.
- (d) Recreation leave is taken annually by members (subject to exceptions for good reasons – further outlined below) for health safety and wellbeing reasons. Ensuring sufficient staffing is a management issue – the onus is not on a member applying for leave to ensure that the NTPF has adequate staffing (unless that member has responsibility for the decision-making about leave for the work area concerned). Rather the onus is on management to ensure that leave decisions take into account the need for sufficient staffing for service delivery and the need to ensure undue workload is not placed on remaining members.
- (e) Long service leave is taken by a member in accordance with Clause 37 and either at the time they wish to take it or at a time as close as possible to that time, given the needs of the NTPF to maintain adequate staffing levels.
- (f) Members should be as fit and rested as possible to gain work satisfaction from challenges and development opportunities while at work.
- (g) There is a balancing of the types of members (in terms of rank, experience, etc.) who are on leave at the same time, so as to not place undue workload on the remaining members and not to leave establishments short of capability.
- (h) The taking of recreation leave by members shall be actively managed by the NTPF.
- (i) Members have an obligation to have an active involvement in ensuring they plan ahead and take their leave.
- (j) Members may have good reasons for accumulating leave. Where a member does not wish to take accumulated recreation leave in a given

year, it is not unreasonable to require members to articulate the reasons they have for accumulating leave and to suggest a plan for exhausting it.

- (k) Subject to sub-clauses (u), (v), and (w) or to operational or organisational necessities:
 - (i) Members are to apply for and managers are to ensure both recreation leave and long service leave is set down during the period October to December each year for the following calendar year, and it shall then be published in the *Police Gazette* in the January of the following year.
 - (ii) If a member does not provide leave date/s by the end of December each year, managers are to set leave date/s for them; provided that the manager will first consult with the member, particularly if a member has been absent from October to December. This means that a member who will be absent for the planning period who has particular needs for the following year is then obliged to communicate those needs before proceeding on leave.
- (l) Each year's leave roster must include, for every member, either:
 - (i) At least a total of the annual recreation leave entitlement; or
 - (ii) A footnote for each member not set down for at least 6 weeks annual leave, outlining the member's reason or the operational or organisational reason why the leave has not been rostered (the footnote is not for publication in the *Police Gazette*).
- (m) Where a member is to take long service leave in a given calendar year, that long service leave is to be included in the leave roster.
- (n) Managers are required to consult with members who are required by the provisions of Clause 37 to take long service leave.
- (o) Members who are required by the provisions of Clause 37 to take long service leave must, at the time those provisions become active, develop with their Officer in Charge a plan for taking their long service leave.
- (p) There will be a long term long service leave roster which will indicate in which year a member intends to take long service leave as required by the provisions of Clause 37. This roster will be kept centrally and will be informed by the plans developed in accordance with sub-clause (o).
- (q) When appropriate, the plan developed as a result of sub-clause (o) is to form a part of the Leave Roster developed in pursuance of sub-clauses (k), (l) and (m).
- (r) Mechanisms are to be put in place so there is consistency in decision-making about the granting or refusal of leave across the NTPF.
- (s) Managers and members are to problem-solve leave issues within the guidelines, not relying on set rules, and taking into account specific issues at the workplace, and specific issues of the member.
- (t) Leave decisions are to be subject to a transparent process of resolving disagreements and reviewing the reasons for the original decision. The Personnel Decisions policy processes should be used in the first instance.

- (u) Members may ask for changes to their set down or gazetted leave. Where given reasonable notice, the NTPF should endeavour to accommodate the request for a change of leave, subject to the operational ability to release the member at the new desired time, i.e. managers are not to leave their establishment short of members and needing relief from elsewhere so as to meet service delivery requirements and so as not to place undue workload on remaining members.
- (v) The NTPF may also seek to ask/negotiate for changes. This will be by genuine negotiation and agreement with the member, except in:
 - (i) The case of serious disaster or emergency; or
 - (ii) The case of an applied-for transfer by the member and only where the member's leave time at the new establishment represents a significant conflict with the other member/s at that establishment (this will be most significant in transfers to small stations/sections).
- (w) Where the NTPF compulsorily transfers a member, the member's leave is not to be changed.

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37. Long Service Leave - Prior Service

- (a) This clause is to be read in conjunction with Clause 49.
- (b) The following provisions shall apply in conjunction with Clauses 64 to 69 and 138 to 143 of Determination No. 1 of 2000:
 - (i) Recognised prior service will only count for accrual purposes where the break in service is no more than 2 months. The Commissioner may approve a greater period if satisfied that delays in recruitment resulted from administrative action by the Department.
 - (ii) Where the break in service is greater than 2 months but less than 12 months, the period of the recognised prior service may count for qualification purposes, but not for accrual purposes.
 - (iii) Any prior service recognised for accrual purposes shall be credited at the rate of 3/10ths of a month for each completed year of the prior service.
 - (iv) The changes in sub-clauses (i) to (iii) only apply to members who commenced on or after 29 April 1998.
 - (v) Members continue to accrue long service leave at the rate of 4/10ths of a month for each completed year of service with the NTPF.
- (c) A member is required to use a long service leave entitlement within 3 years of:
 - (i) The 10 year entitlement accruing; or
 - (ii) The 11 to 20 year block entitlement accruing; or
 - (iii) Provided that the Commissioner and the member may agree to temporarily defer the leave to meet special circumstances which

shall include, but not be limited to, departmental and/or personal needs.

- (d) Nothing in this section shall require a member:
 - (i) To use their entitlement where the member is within 10 years of the minimum retirement age; or
 - (ii) To use their entitlement where on 1 March 1996 the member had accrued 20 years of service; and
 - (iii) Where sub-clauses (i) and (ii) do not apply, to use their accrued entitlements for the 21st and subsequent years of qualifying service prior to termination or retirement.
- (e) The Commissioner may, upon application and subject to Departmental requirements, grant a member long service leave on either:
 - (i) Full pay, to the extent of available entitlements at the time of commencing leave; or
 - (ii) Half pay, provided that the leave shall not exceed twice the entitlement available pursuant to sub-clause (i); or
 - (iii) Full pay, to the extent of at least half of the entitlement applied for is to be utilised as leave, with the balance of the amount applied for to be paid out in lieu. Paid out in lieu means the calculation of the payment does not include allowances.
- (f) The minimum period of long service leave a member can make application for is:
 - (i) 7 calendar days on full pay; or
 - (ii) 1 month on half pay; or
 - (iii) If less than sub-clauses (i) or (ii), the balance of the member's available credits.
- (g) Where a member applies for long service leave at least 6 months in advance, the application may only be refused by the Commissioner in extraordinary circumstances.

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38. Defence Force Leave

- (a) The parties agree that in order to ensure that a member in training has every opportunity to successfully complete that training, they shall not, except in exceptional circumstances, have access to Defence Force leave as described in Clause 79 of Determination No. 1 of 2000 during the College phase of training.
- (b) Superintendents shall have access to Defence Force Leave through the variation to Clause 110 of Determination No. 1 of 2000 by inserting:

79. Leave for Defence Force Training.

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39. Part Time Leave Without Pay

- (a) The agreed provisions and conditions of service for Part Time Leave Without Pay are provided in this clause.
- (b) The provisions of this Clause are to be made available to members to provide greater flexibility of employment patterns and is consistent with equal employment opportunity principles.
- (c) Subject to organisational convenience, members will be able to work for a reduced number of hours per week over an approved specific period, by taking leave without pay for a portion of their normal full time hours of duty.
- (d) As far as practicable, members applying for part time leave without pay will be retained in the same Unit. If such members cannot be located at their former location, efforts will be made to place them in another Unit within the same Command.
- (e) Part time leave without pay is available to all members. Approval is subject to organisational convenience.
- (f) Members who have been granted maternity leave or parental leave may apply to return to duty on part time leave without pay.
- (g) A Commander may grant or refuse an application for part time leave without pay subject to the provisions of these conditions and the convenience of the NTPF in allowing members to work for less than the full time hours.
- (h) Operational requirements will be paramount in determining whether part time leave without pay will be granted.
- (i) Members should indicate in their application for part time leave without pay, their preferences (and/or acceptable options) for the taking of leave.
- (j) Divisional Officers should indicate whether the proposed part time work/leave arrangement is supported, and the reasons provided.
- (k) In this respect, Commanders are encouraged to make a reasonable effort to accommodate applications for part time leave without pay in their overall rostering arrangements.
- (l) Applications are to be made in writing no less than 3 months prior to the proposed date of the commencement of the leave and must indicate:
 - (i) The number of hours per week proposed to be taken as leave without pay; and
 - (ii) The times per week during which it is proposed such leave will be taken; and
 - (iii) The date of commencement and the reasons for the application; and
 - (iv) The length of time proposed to a maximum of 2 years.
- (m) At the convenience of the organisation, the 3 months prior notice may be waived.

- (n) In considering an application for part time leave without pay consideration should be given to:
 - (i) The reason for the application and where provided, the personal arrangements the member may need to make with respect to the proposed date of commencement; and
 - (ii) The organisation's Equity and Diversity and other relevant policies; and
 - (iii) The administrative practicality of the proposed leave arrangement; and
 - (iv) The financial implications of the proposed arrangement, including any increased costs for overtime, shifts, etc.
- (o) A reply by the Regional Commander or Assistant Commissioner to the application should be given to the member no later than 2 months following receipt of the application.
- (p) If the original application is not supported, variations of that arrangement should be considered and discussed with the member prior to the final decision being made.
- (q) To allow for central monitoring of part time leave without pay, a copy of each application and the decision advice is to be forwarded to the Manager, Human Resource Management Branch. The decision advice is to be forwarded by the Supervisor to the Manager, Human Resource Management Branch.
- (r) The Human Resource Management Branch is to maintain records on the number of members using the part time leave without pay provisions.
- (s) Police are not permitted to engage in other employment during the period of part time leave without pay. Should a police member who has current approval to engage in other employment also gain approval for part time leave without pay, the approval for other employment immediately lapses.
- (t) The maximum period of part time leave without pay may be approved for a specific period not exceeding 2 years. This maximum period applies regardless of the number of hours of leave taken per week and can only be extended by the member submitting a new application.
- (u) Hours of duty:
 - (i) Members on part time leave without pay must work a minimum of 7.6 hours or a maximum of 30.4 hours per week.
 - (ii) Whilst there is no definitive method of taking part time leave without pay, it is considered the primary way in which it will be achieved is through a lesser number of working days per week. However, when operational needs can be met, shorter working hours each shift may be granted.
 - (iii) The minimum and maximum number of ordinary hours to be worked per shift is 4 hours and 12 hours respectively.

- (iv) When compiling duty rosters for a member on part time leave without pay, it will be necessary to indicate the day/s upon which duty will be required, rest days and part time leave days off duty. It is expected that, under normal circumstances, duty days involved in part time leave without pay will fall on the same days each week, thereby alleviating rostering difficulties.
- (v) The meal break provisions under Clause 9 of Attachment B to this Agreement shall apply when the member is rostered to be on duty for a minimum of 6 hours.
- (w) Staffing provisions:
 - (i) Before a member is granted part time leave without pay, the Divisional Officer must indicate in what way the duties of the member will be covered during the leave without pay period (e.g. not undertaken, undertaken by higher duties).
 - (ii) The Divisional Officer will give this aspect consideration when considering the application.
- (x) Remuneration:
 - (i) Remuneration is to be determined by dividing the weekly equivalent of the annual rate by the number of full time hours required to be worked by members, and multiplying that amount by the number of hours actually worked under the part time leave arrangement.
 - (ii) Allowances that are regarded as being in the nature of salary will be paid in the same proportional manner. No such allowance is to be paid in full.
 - (iii) Consolidated allowance shall be paid in accordance with the provisions of this Agreement.
- (y) Overtime:
 - (i) Members on part time leave without pay should only be required to work overtime in exceptional circumstances.
 - (ii) Where a member is called out, or is required to work outside their normal rostered shift for the day, normal overtime provisions apply.
 - (iii) Where a member works overtime to cover an additional shift(s), overtime rates will only be paid for time worked in excess of 30.4 hours for that week. Payment at normal rates is made for those additional hours worked up to 30.4 hours.
- (z) Increments:
 - (i) The time that a member works during a period of part time leave without pay is to be converted to the full time equivalent and is to count as service for incremental purposes.
 - (ii) Equivalence is to be determined on the basis of hours worked per week compared with the normal full time weekly hours.

- (aa) Payment for other forms of leave granted is only to be for the hours for which the member normally works under the part time leave without pay arrangement.
- (bb) The rate of accrual of annual leave for members on a part time leave without pay arrangement shall be reduced by the proportion of part time hours to full time hours.
- (cc) The amount of sick leave payable shall be reduced by the proportion of part time hours to full time hours.
- (dd) Special leave may be granted subject to the usual conditions.
- (ee) Study Leave:
 - (i) Study leave is not available to members on part time leave without pay.
 - (ii) Members already undertaking a course who wish to apply for part time leave without pay should, by their applications, propose a pattern of working hours that will permit the time necessary for continuing the course to be outside the hours for which they are required for duty under the part time leave arrangements.
- (ff) Members shall be granted leave for Defence Force purposes whilst on part time leave without pay.
- (gg) Part time leave without pay does not affect a member's entitlement to maternity, parental or adoption leave, but may affect the rate at which payment for such leave is made.
- (hh) Where a member on part time leave without pay is returning to full time duty, the location of that member will be determined by the Commissioner, having regard to operational requirements and the location during part time leave without pay.
- (ii) Superannuation contributions:
 - (i) Members appointed prior to 10 August 1999 must maintain their superannuation contributions to the Commonwealth Superannuation Scheme or NTGPASS.
 - (ii) Members appointed after 10 August 1999 must elect which available Superannuation Fund they wish to join.
 - (iii) All superannuation enquires should, in the first instance, be directed to the Human Resource Management Branch.
- (jj) Members seeking and applying for promotional positions are required to meet all the conditions of such a position, including full time work where the Commander requires such attendance and is not prepared to grant part time leave without pay.
- (kk) Where a variation in part time leave without pay arrangements is requested by a member, such variation is subject to the approval of the Commander.

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40. Leave to Take up a Full Time Position With the NTPA

- (a) Clause 80.1 of Determination No. 1 of 2000 shall be deleted in its entirety and replaced with the following:

A member, by agreement between the Commissioner and the Association, may be granted leave without pay to take up a full time position with the Association or the Police Federation of Australia.

- (b) Members under sub-clause (a) may, on application, have access to facilities and training to enable them to maintain operational competency in the event of their return to duty.
- (c) Clause 80.2 of Determination No. 1 of 2000 shall be deleted in its entirety and replaced with the following:

The period that a member is on leave under the provisions of this clause shall count as service for sick leave, long service leave and service Awards purposes, subject to any such leave utilised during the period of leave granted to take up a full time position with the Association being at the expense of the Association.

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41. Career Breaks and Special Leave

- (a) Clause 76.2 of Determination No. 1 of 2000 shall be varied by adding the following words to the end of the clause:

‘Career breaks may also be considered.’

- (b) Clauses 76.1 and 149.1 of Determination No. 1 of 2000 shall be varied by inserting after the words: ‘Any special leave without pay granted under this provision’, the words: ‘including for career breaks’.
- (c) A member may make application for special leave without pay, including a career break, for any period not exceeding 12 months at any one time.
- (d) Subject to sub-clause (e), a career break is defined as a special leave without pay arrangement that facilitates a non-probationary member access to leave for an extended period.
- (e) Leave without pay, including a career break, shall not be considered where a member has accrued leave entitlements, such as recreation leave and long service leave, which would otherwise cover the period of leave sought to be taken. However, leave to cover a career break may be made up of accrued entitlements such as recreation leave, long service leave, and/or leave without pay.
- (f) Career breaks are a work-life initiative that may be used to engage in activities such as full-time family responsibilities, study, travel, or for outside paid employment which will enhance the member’s NTPF career and must be in a field related to policing. This outside employment must be approved according to NTPF policies in advance and leave without pay must be taken.
- (g) A member will relinquish their position when taking leave without pay or a career break, but will return at the same rank, pay level, and geographical location other than isolated stations.

- (h) Career break arrangements are not an entitlement, a right or an obligation, and can only be entered into by mutual agreement, where there would be no detriment to the work team or the work being undertaken.
- (i) Any special leave without pay granted under these provisions, including career breaks, shall not count as service for any purpose, unless the Commissioner directs that the periods shall be so included.
- (j) Members should seek independent financial and superannuation advice before considering taking a career break.

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42. Inter - Industry Mobility and Exchange

The Commissioner agrees to facilitate, where appropriate, mobility and exchange within the NTPS and with external organisations, to enable members to gain professional experience and knowledge so as to enhance the effectiveness and efficiency of the NTPF.

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43. Sick Leave Without Medical Certificate

Clause 71.1 of Determination No. 1 of 2000 shall be deleted in its entirety and replaced with the following:

- (a) A member shall be entitled to sick leave without loss of pay in circumstances where he/she is, was or will be unable to attend duty due to genuine personal illness, subject to satisfactory proof of the member's illness by providing the following documentary evidence to the member's Officer in Charge or Supervisor as soon as reasonably practical either before, during or after the sick leave has commenced:
 - (i) A medical certificate from a registered health practitioner as defined under the *Workplace Relations Act (Cth)* or its successor; or
 - (ii) If it is not reasonably practicable for the member to provide a medical certificate, a statutory declaration made by the member stating the member was, is, or will be unfit for work during the period because of a personal illness or injury, and the reason why it was not practicable to obtain a medical certificate referred to in sub-clause (a) (i).

However, where proof is not provided a member is entitled to a maximum of 4 rostered shifts paid sick leave per calendar year. The first 2 of these rostered shifts taken in any calendar year shall attract payment of the consolidated allowance, but the remaining 2 rostered shifts shall not include any payment of consolidated allowance.

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44. Compassionate Leave

- (a) Clause 76.4 of Determination No. 1 of 2000 shall be deleted in its entirety and replaced with the following:

The Commissioner shall grant compassionate leave with pay for a particular permissible occasion on the death or serious illness or injury

threatening the life of a spouse, parent, parent-in-law, brother, sister, child, step-child, foster-child, grandparent or grandchild.

- (b) Clause 76 of Determination No. 1 of 2000 shall be varied by inserting the following sub-clauses immediately after Clause 76.4:
- (i) This period shall not exceed 3 rostered shifts where the member does not have to travel interstate, and shall not exceed 5 rostered shifts where interstate travel is required.
 - (ii) For this provision, a 'rostered shift' shall mean whatever length of the ordinary shift the member would have worked had such member not been on compassionate leave.
 - (iii) A permissible occasion means each occasion a person described in this clause develops a personal illness or personal injury that poses a serious threat to his or her life or who dies.

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45. Maternity and Parental Leave

- (a) Section 9 of the Supplement to Determination No. 1 of 2000 is deleted and replaced by the new Section 9 appearing at Attachment A of the Maternity and Parental Leave Consent Agreement 2004.
- (b) Where a member is accessing maternity or parental leave, the member may apply to return to work before the expiration of such leave on a part time basis in accordance with the part time leave without pay provisions at Clause 39.
- (c) Where a member has resumed duty and applies to cease work and resume the former maternity or parental leave, such approval shall only apply until the expiration of the original period approved.

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46. Paid Paternity/Partner's Leave

- (a) A member, who has at least 12 months continuous paid service, will be entitled to 1 week's paid paternity/partner's leave in connection with the birth of a child for whom he or she has accepted responsibility, to be taken within the week starting on the day that the member's partner begins to give birth.
- (b) For a member to be entitled to 1 week's paid paternity/partner leave, the member must give the Department:
 - (i) A medical certificate stating the member's partner is pregnant and the expected date of the birth, to be provided not less than 10 weeks prior to the expected date of the birth (or a lesser period due to unforeseen circumstances).
 - (ii) As soon as reasonably practicable, written notice of the dates on which the member proposes to start and finish the period of paid paternity/partners' leave.

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47. Paid Adoption Leave

- (a) Attachment A (Part A – 12 month option) of the Maternity and Parental Leave Consent Agreement 2004 shall be extended to apply to members who adopt a child under the *Adoption of Children Act 1995* (NT), subject to the following conditions:
 - (i) 'The primary carer' shall replace 'a member who is pregnant in relation to the application of this entitlement'.
 - (ii) Where both parents are members, they shall be entitled to the respective periods of leave as provided for maternity and parental leave.
 - (iii) Clause 1.3 of Attachment A (Part A – 12 month option) of the Maternity and Parental Leave Consent Agreement 2004 shall be varied by deleting 'commence the absence on leave 6 weeks before the expected date of birth and the absence shall extend 8 weeks after the actual date', and replaced with 'commence the absence on leave 2 weeks before the placement of the child'.
 - (iv) Clause 3.7 of Attachment A (Part C) of the Maternity and Parental Leave Consent Agreement 2004 shall apply in support of an application for adoption leave.
- (b) A member, who has at least 12 months continuous paid service, will be entitled to 1 week's paid paternity/partners' leave in connection with the adoption of a child if he or she is the secondary care giver, paid leave to be taken immediately prior to date of adoption or within 3 months from the date of adoption.
- (c) For a member to be entitled to 1 week's paid leave in sub-clause (b) the member must furnish to the Department documentation in support of an application of adoption as soon as the documentation is available.

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PART 5 – ISOLATED POLICING INCENTIVES PROVISIONS

48. Isolated Policing Incentives

- (a) This Part wholly sets aside the Remote Incentives Consent Agreement 2005.
- (b) The Isolated Policing group categories in this Part comprise of Group A, Group B, and Tennant Creek, and are specified in sub-clause (d).
- (c) The categories are based on the following criteria:
- (i) Nature of the policing that is required at the locality; and
 - (ii) Degree of physical isolation of the locality; and
 - (iii) Degree of social isolation of the members and their families at the locality; and
 - (iv) Quality and location of the police housing at the location; and
 - (v) Degree to which police work impacts on the member's family and off duty time; and
 - (vi) Degree of difficulty in attracting members to and retaining members at the location.
- (d) The following lists of localities are deemed as isolated locations, and may be varied in accordance with sub-clause (e) below.

(i) Isolated Policing Group A:

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

(ii) Isolated Policing Group B:

Kintore	Papunya
Lajamanu	Wadeye
Warakurna	Yuendumu

(iii) Tennant Creek

(e) The NTPA and the Commissioner, in consultation with the Commissioner for Public Employment, shall reach agreement as to the localities deemed as isolated locations. Following agreement being reached, this Agreement will be taken to be varied to this effect.

(f) During the period that a locality is deemed an isolated location, a vacancy at that locality shall be gazetted as a 'vacancy at an isolated location'.

(g) General Duties Allowance:

General Duties Allowance for members qualified under Clause 19 shall be paid according to the following:

- (i) Isolated Policing Group A – 9%
- (ii) Isolated Policing Group B – 12%
- (iii) Tennant Creek – 5%

(h) Tennant Creek Attraction Allowance:

A Tennant Creek Attraction Allowance of 5% is payable to all members, including the Superintendent, serving at Tennant Creek.

(i) Locality bonus:

(i) Members serving in an isolated location shall be paid a taxable cash locality bonus according to the following:

- (a) Isolated Policing Group B – \$5000
- (b) Tennant Creek – \$6500

(ii) The payment of the cash bonus shall only be on completion of 24 months service at the locality. This shall be determined by the first day of ordinary duty at that locality to the last day of ordinary duty at that location.

(iii) A locality bonus does not apply to Isolated Policing Group A.

(iv) Where a member voluntarily serves at an isolated location for less than 24 months, the member shall not have access to a pro-rata entitlement of the cash bonus, no matter what reason causes deficiency in length of service at the location. However, where a member is directed by the Commissioner to no longer serve at an isolated locality, that member shall have access to a pro-rata entitlement of the locality bonus for the period already served.

(v) A member serving at an isolated locality prior to the date of certification of this Agreement shall be entitled to the locality bonus after 24 months completed service at that locality.

(j) Officers in Charge:

(i) The Officer in Charge of an isolated station as listed in sub-clause (d) will be ranked as a Brevet Sergeant where a Sergeant or above position does not already exist.

(ii) A member appointed as Officer in Charge (Brevet Sergeant) of an isolated station shall revert to their nominal salary increment level at the completion of their time of service at that station.

(k) Satellite Television and Internet:

Members serving at isolated locations as listed in sub-clause (d) are entitled to a reimbursement of up to \$500 per annum for the cost of the initial installations and connections, and of ongoing service fees of satellite television and internet on production of receipts.

(l) Themis Stations:

The parties acknowledge members serving at Themis Stations may be serving under conditions different to those contained under this clause. Conditions of service contained in this clause will apply to Themis Stations upon gazettal of that station.

(m) Transitional Arrangements:

(i) In regards to increased General Duties Allowance, where a member elects to do so, a member serving in an isolated locality, immediately prior to the date of certification and implementation of this Agreement may retain the 'Retention of Incremental Advancement on Return of Service' entitlement that the member would have received under the provisions of Clause 44.2 of the Consent Agreement 2005, rather than receive the new rate of General Duties Allowance or the 5% Tennant Creek Attraction Allowance.

(ii) A member who commenced serving as Officer in Charge of an isolated locality prior to the implementation of this Agreement and who is not at the rank of substantive Sergeant shall, if not currently at the rank of Senior Constable qualified to the rank of Sergeant (Senior Constable First Class), upon leaving that location after serving a minimum period of 18 months, or a lesser period if approved by the Commissioner, retain the top salary increment for Senior Constable. This is in accordance with the retention of incremental advancement set out in Clause 5.7 of Attachment A of Consent Agreement 2005.

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49. Utilisation of Additional Recreation Leave and Long Service Leave Whilst Serving at Isolated Policing Locations

(a) Members serving at isolated locations as listed in Clause 48 (d) will receive additional recreation leave as below:

- (i) Isolated Policing Group A – 1 week additional leave at 24 months and an additional 1 week at 36 months and each 12 months completed service thereafter.
 - (ii) Isolated Policing Group B – 1 week additional leave for every 12 months in service completed at the location.
 - (iii) Tennant Creek – 1 week additional leave at 24 months and an additional 1 week at 36 months of service at the location and each 12 months completed service thereafter.
- (b) The provisions of this clause do not apply to Aboriginal Community Police Officers and Auxiliaries.
 - (c) Members shall be exempted from any long service leave provisions arising from Clauses 64 to 69 and 138 to 143 of Determination No.1 of 2000 and Clause 37 of this Agreement, relating to the member being required to take long service leave within a fixed time frame for a period up to 5 years from the end of their service at a qualifying location.
 - (d) Long service leave entitlements will not be available during the period a member is stationed at an isolated locality. Except in exceptional circumstances where a member requires access to their long service entitlement, a member may be permitted to take leave, at the Commissioner's discretion. Also, it may be grounds for transferring the member to the 'posting of choice' provided at Clause 53.
 - (e) With exception of sub-clause (d) all accrued long service leave credits are frozen until such time as the member is relocated out of the isolated locality. Members will be exempted from any forfeiture of long service leave credits resulting from this moratorium for a period up to 5 years.
 - (f) Subject to other provisions of this clause, where a member voluntarily serves at a location for less than 24 months, a member shall not have access to a pro-rata entitlement of the additional recreation leave, no matter what reason causes deficiency in length of service at the location.
 - (g) Members will be required to utilise a minimum of 1 week recreation leave in addition to any other recreation leave utilised during the 2 year period on completion of 2 years service in that locality regardless of any extension to return of service at that locality.
 - (h) Members stationed at an isolated locality for a period of 2 years are to utilise 6 weeks of recreation leave on completion of 12 months service at that locality. Recreation leave should not be taken at any other time during the period other than exceptional circumstances and approved by the Divisional Officer.
 - (i) Where a member is directed by the Commissioner to no longer serve at an isolated locality, that member shall have access to a pro-rata entitlement for the period already served.
 - (j) A member serving at an isolated location, prior to the certification of this Agreement, who has not accessed additional recreation leave during that period, shall seek approval from the Commissioner to access that entitlement. The Commissioner will determine applications on a case by case basis.

50. Freight of Household Goods

- (a) Section 1 of the Supplement to Determination No. 1 of 2000 shall be deleted in its entirety and replaced by this clause.
- (b) 'Household goods' means goods required for the member's personal needs and those for normal household purposes.
- (c) Members serving in isolated locations set out in Clause 48 (d) are entitled to the following freight allowance:
 - (i) 15kg per week (or an aggregate of 60kg per calendar month); or
 - (ii) 29kg per week with a dependant (or an aggregate of 116kg per calendar month); or
 - (iii) Additional dependant rate for 2 or more children or a dependant adult plus a child: 39kg per week (or an aggregate of 156kg per calendar month).
- (d) It is the responsibility of the member to make all necessary arrangements for the purchase of household goods and for the freighting of those goods to the member's location.
- (e) Members claiming reimbursement for freight of household goods must produce itemised accounts for the freight costs incurred. Reimbursement for the cost of freight shall be made on a regular basis, either fortnightly or monthly.
- (f) Where a number of members arrange a single bulk order, the reimbursement shall be calculated in accordance with the number of members ordering together and the number of weeks over which the allowance is to be spread. In these cases, care must be taken to ensure that the reimbursement to any member does not exceed the maximum weekly freight allowance.

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51. Fares Out of Isolated Localities (FOILs) and Accommodation Rates

- (a) Aboriginal Community Police Officers are entitled to claim FOILs under Clause 21 of Determination No. 1 of 2000 and conditions outlined in Section 2 of the Supplement to Determination No. 1 of 2000.
- (b) The following shall be inserted as a new Clause 31 in Section 2 of the Supplement to Determination No. 1 of 2000:

Where Clause 30 does not apply, a member granted a fare out of an isolated locality under Clause 21 of Determination No. 1 of 2000 shall be entitled to payment of an accommodation allowance for 3 days on the following conditions:

 - (i) The rate of payment shall be equal to the accommodation component of Travelling Allowance as published by the Commissioner in the *Police Gazette* (subject to that rate not being less than \$99.50).

- (ii) The allowance is provided in respect of the member only and is not payable in respect of dependants.
- (iii) Subject to approval and compliance with sub-clauses (vi) and (vii) below, members may accumulate the value of the accommodation allowance provided for at sub-clause (i) to a maximum period of 6 days. The accumulated allowance may be used in conjunction with a fare out and/or when utilising the next period of recreation leave.
- (iv) Members gazetted to stations shown below will accrue a fare out in accordance with this clause for themselves and their dependants, subject to the provisions outlined in Section 2 of the Supplement to the Determination No. 1 of 2000.
 - (a) Members gazetted at the following stations are entitled to 2 FOILs per year (1 only in the year a Recreation Leave Fare accrues):

Isolated locality	Destination
Ali Curung (Warrabri)	Alice Springs
*Alpurrurulam	Alice Springs
Avon Downs	Alice Springs
*Beswick	Darwin
Daly River	Darwin
Elliott	Alice Springs
*Finke	Alice Springs
*Galiwinku	Darwin
*Gapuwiyak	Darwin
*Impana	Alice Springs
Kintore	Alice Springs
Kulgera	Alice Springs
Harts Range	Alice Springs
Maranboy	Darwin
Mataranka	Darwin
*Milikapiti	Darwin
Milingimbi	Darwin
*Mutitjulu	Alice Springs
Nguiu	Darwin
Nhulunbuy	Darwin
Ntaria (Hermannsburg)	Alice Springs
Numbulwar	Darwin
Pirlangimpi (Garden Point)	Darwin
Ramingining	Darwin
*Santa Teresa	Alice Springs
Tennant Creek	Alice Springs
Timber Creek	Darwin
Ti-Tree	Alice Springs
*Yarralin	Darwin
*Yirrkala	Darwin
Yulara	Alice Springs

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

Isolated locality	Destination
Alyangula	Darwin
*Angurugu	Darwin
Borroloola	Darwin
Gunbalanya (Oenpelli)	Darwin
Kalkaringi (Wave Hill)	Darwin
Lajamanu (Hooker Creek)	Darwin
Maningrida	Darwin
Ngukurr (Roper River)	Darwin
Papunya	Alice Springs
Wadeye (Port Keats)	Darwin
Yuendumu	Alice Springs

* Indicates Aboriginal Community Police Only

- (v) The Commissioner, in consultation with the NTPA, may vary as necessary by notice in the *Police Gazette*.
- (vi) Members are required to utilise a fare out within 1 month from date of accrual.
- (vii) Where a member is unable to utilise a fare out within 1 month of accrual written approval to defer usage and the nominated date when the fare out is to be taken must be obtained from the Divisional Officer.
- (viii) Supervisors may direct a member to utilise their accrued fare out including the accommodation component up to a period of 4 days to ensure occupational health and safety requirements are met.
- (ix) Subject to the requirements specified in sub-clauses (vi), (vii) and (viii) above, members may defer accrued fares out entitlements and receive payment to the value of the fare to be utilised in conjunction with the next period of recreation leave from when the fare out accrued. All accrued fares out and accommodation entitlements must be utilised in full at the next period of recreation leave.
- (c) The parties agree to redraft and simplify the FOILs provision contained in Determination No. 1 of 2000 and this Agreement within 12 months following certification of this Agreement.
- (d) Clause 36 in Section 2 of the Supplement to Determination No. 1 of 2000 is renumbered as Clause 32.

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52. Auxiliary Rental Rebate Incentive

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

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53. Posting of Choice

- (a) Members of the rank of Constable and above serving in a locality other than Darwin, Katherine or Alice Springs for a period of 2 years may elect a posting of choice at one of the major centres (Darwin, Katherine or Alice Springs) at any time during their 2 year return of service. On completion of return of service, members will be relocated to the locality elected.
- (b) An Aboriginal Community Police Officer serving at a locality other than Darwin, Katherine or Alice Springs for a period of 2 years may make an application to transfer to a vacant Aboriginal Community Police Officer position at another location.

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54. Cleaning Contracts

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

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55. Electricity Costs - Alyungula

At Alyangula, where electricity is billed at the GEMCO rate which is higher than the Power and Water Corporation rate, members will be invoiced for their individual electricity charges by the NTPFES at the Power and Water Corporation rate. This process will continue until Alyangula Police residences are included in the Power and Water Corporation billing system.

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56. Electricity Subsidy

This clause wholly sets aside the Remote Electricity Subsidy Consent Agreement signed by the parties on 13 January 2005.

- (a) A member stationed in a locality specified in sub-clause (q) and residing in a dwelling fitted with a dedicated electricity metering device, is required to meet the cost of any charges associated with the provision of electricity to that dwelling.
- (b) A member stationed in a locality specified in sub-clause (r) and residing in a dwelling that is not fitted with a dedicated electricity metering device, is not required to meet the cost of any charges associated with the provision of electricity to that dwelling.
- (c) The Commissioner shall approve payment of the Electricity Subsidy ('the subsidy') to a member to whom sub-clause (a) applies.
- (d) Payment of the subsidy shall commence from the date the member takes up occupancy of the dwelling, subject to production of satisfactory evidence

the member has incurred costs for the provision of electricity at the dwelling they reside in (e.g. connection costs).

- (e) The subsidy shall be paid fortnightly in addition to salary and count as salary for taxation and superannuation purposes.
- (f) Payment of the subsidy shall cease when the member vacates the dwelling.
- (g) The subsidy is payable to part time members on a pro-rata basis commensurate with the member's hours of work.
- (h) The subsidy shall not be paid during any period of leave without pay that is deemed not to count as service.
- (i) The subsidy is payable at a single rate or dependant/after-hours rate as specified in sub-clause (s).
- (j) The dependant/after-hours rate is payable only in the following circumstances:
 - (i) Where the member has recognised dependants in residence; or
 - (ii) Where the member is a shift worker, or regularly required to be available for after hours duty such as call outs, the frequency of which are such that the member is regularly required to seek rest during daylight hours.
- (k) For the purposes of this clause a 'dependant' is as defined at Clause 6.2 of Determination No. 1 of 2000.
- (l) The maximum subsidy payable to a member shall not exceed the dependant/after-hours rate.
- (m) Only 1 subsidy is payable per dwelling.
- (n) The subsidy shall be adjusted annually with effect from 1 January of each year in accordance with the annual Darwin CPI recorded for the previous September quarter, provided that the rate of subsidy shall not reduce.
- (o) A member stationed at a locality specified in sub-clause (r) of this clause who, prior to 13 January 2005, was not required under sub-clause (a) to meet the electricity costs associated with the dwelling they resided in, shall not be required to meet those costs whilst the member remains stationed at that locality, or other locality specified in sub-clause (r) such that the member was continuously stationed in a locality covered by sub-clause (r).
- (p) The Commissioner may add to or vary sub-clauses (q) and (r) following consultation with the NTPA.
- (q) List of locations by category:

Special Category	Category 1	Category 2	Category 3
Adelaide River	Daly River	Ali Curung (Warrabri)	Alyangula
Batchelor	Elliot	Avon Downs	Angurugu
Jabiru	Mutitjulu	Barunga	Borrooloola
Pine Creek	Mataranka	Beswick	Galiwinku

	Nhulunbuy	Harts Range	Finke
	Tennant Creek	Imanpa	Gunbalanya (Oenpelli)
	Ti-Tree	Kulgera	Kalkaringi (Wave Hill)
	Yirrkala	Maranboy	Kintore
	Yulara	Milikapiti (Snake Bay)	Lajamanu (Hooker Creek)
		Nguiu	Maningrida
		Ntaria (Hermannsburg)	Milingimbi
		Pirlangimpi	Ngukurr
		Santa Teresa	Numbulwar
		Timber Creek	Papunya
			Ramingining
			Wadeye
			Yuendumu

- (r) Locations where dwellings are fitted with a dedicated electricity metering device, but members were not previously required to pay electricity costs:

Kalkaringi (Wave Hill)	Ntaria (Hermannsburg)	Pirlangimpi (Garden Point)
Kintore	Nguiu	Wadeye
Maningrida	Ngukurr (Roper River)	Yuendumu
Maranboy	Papunya	

- (s) Rate of subsidy:

- (i) Single rate per annum:

Special Category	\$556.00
Category 1	\$1113.00
Category 2	\$1670.00
Category 3	\$2226.00

- (ii) Dependant/after hours rate per annum:

Special Category	\$697.00
Category 1	\$1391.00
Category 2	\$2087.00
Category 3	\$2782.00

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PART 6 – GENERAL CONDITIONS

57. Cash Payment of Airfare Entitlements

The provisions for the cash payment of airfare entitlements are provided below. The following provisions shall be read in conjunction with Clauses 56 to 62 (Fares on Recreation Leave) of Determination No. 1 of 2000:

- (a) On the first payday following an airfare becoming due the member shall receive a taxable lump sum payment, calculated using the following formula:

$$A = B / (1-C)$$

Where:

A = Lump sum payment.

B = The value of the relevant airfare.

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

- (b) In the case of a member who has an entitlement, the lump sum payment shall be the value of the full economy return airfare from the member's gazetted station to Melbourne.
- (c) The PAYG tax withheld shall be calculated by multiplying the lump sum payment by the marginal tax rate (i.e. A x C).
- (d) Where a member opts, 2 months prior to the date of accrual of an airfare, to utilise the provisions of Clause 63 (Travelling Time) of Determination No. 1 of 2000, the airfare entitlement will not be paid in cash and the relevant provisions of Clauses 56 to 62 will apply. The entitlement must be utilised prior to the next accrual of an airfare otherwise the entitlement will be paid in cash.

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58. Dependency Criteria

Subject to an element of dependency being established, the following provisions may be considered in addition to the definition of 'Dependant' appearing at sub-clause 6.2 of Determination No. 1 of 2000:

- (a) For the purposes of airfare entitlements, a member may claim a child when:
- (i) The member is required to pay maintenance or child support for the child, regardless of whether or not the child is resident in the Northern Territory; and
 - (ii) The child is not in receipt of an airfare entitlement from any other source.
- (b) For the purposes of Northern Territory Allowance, a member may claim a child when:
- (i) The member is required to pay maintenance for a child who is still resident in the Northern Territory; and

- (ii) The child is not being claimed for Northern Territory Allowance purposes by the member's former partner.
- (c) For the purposes of housing entitlements, a member may include:
 - (i) A child as a dependant where the member has equal joint custody and has custody of the child at least half the time.
 - (ii) A de-facto relationship.
 - (iii) A partner or dependent partner where such application for recognition has been approved by the Commissioner.
 - (iv) For purposes of defining 'de-facto' in terms of sub-clause 6.2.1 of Determination No. 1 of 2000, de-facto relationship has the same meaning as in the *De Facto Relationships Act 1991* (NT).

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59. Removals on Retirement (or Fares and Removal Expenses on Retirement and Resignation)

Clause 87 of Determination No. 1 of 2000 shall be deleted in its entirety and replaced with the following:

- (a) Members, including Aboriginal Community Police and Police Auxiliaries, upon retirement from the Force due to age, ill-health or physical or mental incapacity, shall be entitled to fares by air, sea or land, or any combination thereof, depending on the route and mode of travel selected by them for themselves and their dependants from the Northern Territory to the destination in Australia nominated by them, not exceeding the cost of airfare (where air travel is possible) by the most direct route.
- (b) Where a member dies, or the Commissioner, after consideration of all the circumstances, directs that the death of the member be presumed, the dependants of that member shall be entitled to fares as provided in sub-clause (a).
- (c) In addition to fares payable under sub-clauses (a) and (b), the reasonable cost of removal of the furniture, household and personal effects of the member and/or their dependants to the destination within Australia nominated by the member or their dependants, as the case may be, shall be at the expense of the Force.
- (d) Where a fare is payable in pursuance of this clause and the member elects in the case of sub-clause (a) or the dependants elect in the case of sub-clause (b) to travel by private motor vehicle, an allowance shall be paid to the member or the widow, widower or dependants.
- (e) Unless otherwise approved by the Commissioner, the cost of all fares and removal expenses under this clause shall not be met by the Commissioner unless such travel and removal is undertaken within 180 days of the retirement or death of a member.
- (f) A member, including Aboriginal Community Police and Police Auxiliaries, who resigns immediately prior to their 55th birthday for the purpose of taking advantage of the Commonwealth Superannuation Scheme provisions, shall be entitled to the provisions of this clause subject to the travel being from the Northern Territory to a capital city in Australia

nominated by the member, and such travel being undertaken within 90 days either side of the member's 55th birthday.

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60. Uniforms

The parties agree that any changes to police uniform or the introduction of new uniforms will occur utilising agreed management change provisions, and in any event such change shall always be in accordance with Clause 18.1 of the Determination No. 1 of 2000.

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61. Recovery of Monies Owed to the Department

- (a) Members, who for whatever reason have incurred a debt with the Department, shall not be liable to repay that debt unless and until the member has been notified of the debt in writing.
- (b) Where a member has been notified of a debt in writing of an amount exceeding \$100.00 and there is no dispute as to the existence and amount of the debt set out in that notification, the Commissioner shall, subject to any other arrangement agreed to by the parties, be entitled to recover from that member the repayment of the debt at the rate of \$100.00 per pay or such greater amount agreed to by the parties, subject at all times to the Commissioner's consideration of the member's ability to pay.
- (c) Where the amount of a debt recoverable under this clause is \$100.00 or less, the Commissioner may recover the debt in total out of 1 fortnightly salary payment, subject to the member's ability to pay.
- (d) Where a member who has a debt to the Department recoverable under this clause ceases employment before the debt is fully recovered, the balance of the debt may, at the discretion of the Commissioner, but subject to the member's overall financial position, be offset against any final payments due to the member as a result of the cessation of employment.
- (e) A debt referred to in this clause is a debt resulting from an overpayment of salary or allowance or other overpayment of monies.
- (f) Notwithstanding anything else in this clause, but always subject to the Commissioner's consideration of the member's ability to pay, the Commissioner shall be able to recover from a member as a debt due and payable, including from any final payments due to a member who is ceasing or has ceased employment with the Department, any costs incurred by the Department for the cleaning and/or repairs of a domestic dwelling head leased by the Department and which the member has been occupying as a sub-lessee.

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PART 7 – TRANSFERS AND TRAVELLING

62. Travelling Allowance

Where applicable, the following provisions replace Section 3 'Travelling Allowance' Parts 1, 2, 3, and 5 of the Supplement to Determination No. 1 of 2000:

- (a) Travel Allowance:
 - (i) Where a member travels to Darwin or Alice Springs to attend an approved training course or event and is afforded self catering accommodation, the member shall be entitled to travel allowance at the scheduled rate contained at Clause 17 (d) (iii) of this Agreement.
 - (ii) A training course is a course other than a re-qualification course including but not limited to firearms, first aid and OSTT re-qualification.
 - (iii) An event is a police or non-police function or activity sanctioned by the Commissioner, other than a training course, for which a member or members are required to travel to Darwin or Alice Springs to attend.
 - (iv) Self-catering style accommodation shall include reasonable kitchen facilities to allow members to cook for themselves.
- (b) Overseas Duty Travel:
 - (i) For Overseas Duty Travel provisions, see Part 6 of Section 3 of the Supplement to Determination No. 1 of 2000.
 - (ii) These provisions may be revised, in a cost-neutral approach, during the life of this Agreement.

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63. Removals

The parties agree to reflect current Departmental practices when reviewing the provisions at Clauses 81 and 82 of Determination No. 1 of 2000 in the re-write of the Determination provided at Clause 66 of that Agreement.

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64. Down Lift and Uplift

Clause 85.2 of Determination No. 1 of 2000 shall be deleted in its entirety and replaced with the following:

A member required by the Commissioner to transfer or required by the Commissioner to change residence from one house to another, shall be provided with a minimum of 48 hours paid absence from duty to pack and a minimum of 48 hours paid absence from duty to unpack those effects on the day their furniture and household effects are delivered at the place of assignment or transfer.

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65. Relocation Within Same Geographical Area

Where a member is receiving a rental subsidy and is offered and accepts Departmental housing accommodation the member will be entitled to all reasonable removal costs, upon presentation of receipts.

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66. Auxiliary Transfer Entitlements

- (a) Auxiliary members on transfer shall be entitled to a relocation allowance to assist them with housing expenses on transfer.
- (b) This allowance will be paid fortnightly up to a maximum period of 6 fortnights.
- (c) For the purposes of this allowance, the member shall be entitled to the rate contained at Clause 17 (d) (iv) of this Agreement.
- (d) For the purpose of this allowance the dependant rate is applicable only where the member's spouse or recognised dependants accompany the member at the actual time of relocation.
- (e) This allowance does not apply to Auxiliaries who are transferring with their spouse/partner who is a member at the rank of Constable and above who has an entitlement to housing.
- (f) Where the member is able to secure accommodation under leasing or purchasing arrangements or is provided with accommodation by the NTPF at the new locality, the allowance will cease regardless of whether the 6 fortnight period has ended.
- (g) Where the member owns or is purchasing property at the locality to which they are transferring they have no entitlement to this allowance.

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PART 8 – CAMPING PROVISIONS

67. Camping Provisions

- (a) Where an employee in the course of employment is required to camp out overnight using makeshift accommodation such as a swag or tent, the Commissioner will approve payment of a camping allowance at the rate set out at Clause 17 (d) (iii), as varied from time to time, to compensate for the physical discomfort of camping and for reasonable provisioning.
- (b) Camping allowance under sub-clause (a) is not payable during any period of leave whether paid or unpaid, except sick leave while remaining in a camping situation.

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68. Camping Equipment Allowance

- (a) Subject to sub-clause (b), Clause 68 (a) to (g) applies only to members while substantively attached to and working in the Territory Response Section, Drug Investigation Section, or Marine and Fisheries Section, who are regularly required in the performance of their normal duty to accommodate themselves in camps.
- (b) In addition to those sections specified in sub-clause (a), the Commissioner may approve the payment of Camping Equipment Allowance to a member(s) employed in another section, consistent with the provisions of this clause.
- (c) For the purpose of these provisions, 'regular' means frequent, usual or constant, not casual or infrequent. The test is whether it does happen, not that it could happen.
- (d) Where the duties of a member's position regularly requires them, or will regularly require them, to use full camping equipment (i.e. for accommodation, bedding and to prepare meals), such member shall be paid an initial set-up allowance of \$950 in the first year of service at the Section to purchase camping equipment.
- (e) A further allowance of \$450 is paid each 12 months after the initial allowance payment, for maintenance and replacement of equipment for the preceding 12 months. This payment will continue to be made so long as, in the following year, the member will be regularly required in the performance of duty to accommodate themselves in camps.
- (f) Where a member does not require full camping equipment but is required to be accommodated in established camps or utilizing supplied camping equipment, a one-off payment of \$250 shall be made for a swag and mattress or equivalent camp bedding of the member's choice upon production of adequate proof of purchase. Should such member subsequently be required to regularly need full camping equipment, an initial set-up cost of \$700 will be payable.
- (g) When leaving these Sections, members will be allowed to keep the camping equipment, but will be required to maintain it at their own cost, and will not be paid another initial set-up allowance should they re-join one of these Sections.

- (h) Where a member, not substantively attached to Territory Response Section, Drug Investigation Section, or Marine and Fisheries Section, is required to be accommodated in a camp and as a result of operational requirement has an entitlement pursuant to Clause 68 (a), a one off payment of \$250 shall be made for a swag and mattress or equivalent camp bedding of the member's choice, upon production of adequate proof of purchase. Should such member become subsequently entitled to the Camping Equipment Allowance in accordance with Clause 68 (a), they will be entitled to an initial set up cost of \$700 only.
- (i) Members provided payment for camp bedding under sub-clause 68 (h) will be allowed to keep the camp bedding, but will be required to maintain it at their own cost, and will not be paid another payment for camp bedding by the organisation.

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PART 9 – FUTURE DIRECTIONS AND ONGOING CONSULTATIONS

69. Re-write of Determination

- (a) The parties agree to re-write the Determination No. 1 of 2000 during the first 12 months of this Agreement with the objective of consolidating the Determination, any other existing Consent Agreements, and agreed to clauses of this Agreement.
- (b) Upon completion of the consolidation, the parties agree to examine the consolidated Determination and where possible simplify and modernise the Determination.
- (c) Subject to the 'no disadvantage test', the Determination shall be divided into four parts relating to the conditions of service for Aboriginal Community Police Officers, Police Auxiliaries, members of and below the rank of Senior Sergeant, and Superintendents.

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70. Auxiliary Scheme

- (a) The parties agree that changes to conditions of employment for Auxiliaries shall be implemented when commensurate with the further development of the Auxiliary Scheme.
- (b) Changes agreed pursuant to this clause are excluded from the no extra claims provisions.

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71. Aboriginal Policing

- (a) The parties agree that changes to conditions of employment for Aboriginal Community Police Officers shall be implemented when commensurate with the further development of the Aboriginal Community Police Officer Scheme.
- (b) Changes agreed pursuant to this clause are excluded from the no extra claims provisions.

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72. Performance Management and Appraisal Systems

During the life of this Agreement the parties agree to develop and implement appropriate processes to ensure members, supervisors and management give proper effect to any endorsed Performance Appraisal Systems.

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73. Professional Development

The parties affirm that:

- (a) They are committed to continue the role of the Training and Assessment Advisory Committee as the peak consultative body on training, staff development and related issues, to view its focus in light of changes to

training, and to assist in implementation of resultant changes endorsed by the Committee.

- (b) Members are responsible for the maintenance and currency of their professional knowledge.
- (c) Members have an obligation to be pro-active in meeting their competency requirements for incremental progression.
- (d) The Department and the NTPA, through the Training and Assessment Advisory Committee, will develop a set of principles in order to ensure equity and merit in the level of assistance given to members.

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74. Accelerated Recruitment Program

The Commissioner may implement an Accelerated Recruitment Program in accordance with Attachment C. Any change to Attachment C may only be implemented after consultation with the NTPA.

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75. Evaluation of Job Evaluation System (JES)

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

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

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76. Electronic Email Protocol

Qualified by the circumstances and process already advised in writing to the NTPA:

- (a) The NTPA has access to each of its members by way of the electronic mail system for the transmission and receipt of legitimate NTPA matters; and
- (b) NTPA Newsletters and Bulletins will be distributed by the Department electronically; and
- (c) That members have access to the NTPA and Police Federation of Australia (PFA) Web sites.

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77. Superannuation

The parties agree to further consider superannuation and transition to retirement arrangements and to implement agreed outcomes (if any) during the life of this Agreement.

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78. Overtime Review

The parties agree to review the current overtime arrangements, including the processing of overtime claims, and to implement agreed outcomes (if any) with a view to improve administration and efficiencies during the life of this Agreement.

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79. Previous Policies – No Change Without Consultation

Clause 95 of Determination No. 1 of 2000 'Management of Change' shall be deleted in its entirety and replaced with the sub-clauses 79 (a) to (d) below. Where policies have originated as a result of or out of previous Consent Agreements, the parties agree that such policies may not be changed without consultation, and that both parties commit themselves in a spirit of cooperation and good will to the Management of Change provisions outlined in sub-clauses 79 (a) to (d).

(a) Change Principles are:

- (i) The NTPF and NTPA are committed to working together to provide policing services aligned to strategic and corporate directions of the NTPF and meeting the needs of local communities; and
- (ii) The NTPF and NTPA are committed to meeting the challenges of the future including promoting modern policing practices by redesigning systems and utilising new technological opportunities; and
- (iii) The NTPF and NTPA are committed to facilitating the process of change and reform; and
- (iv) Good change management is necessary to further achieve efficiency, service improvements, productivity, to preserve or enhance a positive workplace, and to best manage the effects of change on employees' work practices, work conditions, employment or career prospects; and
- (v) There is benefit in promoting active participation and having open discussions with employees about workplace reform and about how to best meet the changing needs of the environment.

(b) Characteristics of good change management include:

- (i) A co-operative consultative approach, involving employees; and
- (ii) Processes and practices that aim to create a more positive, stable and harmonious employee relations climate; and
- (iii) A process that is conducted efficiently, fairly and expeditiously; and
- (iv) Timely and adequate information exchange; and
- (v) Consideration of the needs of both the organisation and affected employees; and
- (vi) Members have a clear understanding of the change required; and
- (vii) Managers are committed to the change; and

- (viii) Fair and reasonable HRM principles are observed, including fair and sensitive treatment and support facilities for displaced employees, and regard to the general well-being of employees; and
 - (ix) Natural justice is accorded to those employees affected by the change where their terms and conditions of employment are involved; and
 - (x) Prompt resolution of problems and grievances can occur by discussions and open communication about the issue and reasons for decisions, between employees and supervisors.
- (c) The procedures for good change management include:
- (i) The NTPF and NTPA support the Personnel Decisions Process for communication between employees and supervisors to resolve the concerns of an employee and/or seek reasons for or review of decisions by supervisors.
 - (ii) Every endeavour shall be made to amicably settle disputes by direct negotiation and consultation between the NTPF and NTPA, using Clause 90 and 164 of Determination No. 1 of 2000.
 - (iii) Both the NTPF and NTPA commit themselves in a spirit of cooperation and goodwill to the Management of Change provisions outlined in this clause.
 - (iv) The Agreement at Clause 10 (b) provides that, using the consultative mechanism in this clause, improvement strategy options will be jointly examined and considered to ensure the achievement of the most cost effective and productive outcome.
 - (v) The NTPA is to properly and adequately resource and facilitate meaningful consultation. Subject to operational requirements, executive members and delegates of the NTPA may also be approved to represent the NTPA in consultation processes during work time.
- (d) Change strategy shall be implemented as follows:
- (i) The elements of this clause and the requirements of other Determination and Consent Agreement provisions can be met in a clear, agreed way through management setting out and following a Change Strategy about a proposed change, essentially including but not limited to the following parts:
 - (a) Identify the reasons for change, why it is required; and
 - (b) Identify the objectives to be achieved; and
 - (c) Identify resources required for the change process; and
 - (d) Be able to provide a description of the resources for the change process; and
 - (e) Consider the following issues in the Change Strategy:
 - 1) What skills are necessary for managers to have to effectively implement the change;

- 2) How employees can/will be involved;
 - 3) How the change may impact on job satisfaction and general well-being of employees, considering how employees can be treated fairly and sensitively;
 - 4) What learning or training may be required, or what learning or training opportunities may arise;
 - 5) Health and safety as applicable; and
 - 6) How any problems or grievances can be promptly and amicably resolved.
- (f) Set out a consultation and communication approach so as to consult with affected members and the NTPA at appropriate and timely stages, so it can be demonstrated that improvement strategy options were jointly examined and considered; and
 - (g) Formally communicate results of consultation with the NTPA and other stakeholders/reactors to the NTPF Executive so they may actively consider and decide upon this information in the decision-making processes; and
 - (h) Communicate the reasons for the decision of the NTPF Executive to the affected employees and/or the NTPA, in particular the basis for elements of the decision that are contrary to the input from consultation with the affected employees and/or the NTPA; and
 - (i) Set up a monitoring process to ensure that, as far as possible, the outcomes match the objectives.
- (ii) After the communication of reasons outlined in sub-clause (d) (i) (h), the NTPA may at that time indicate to the Commissioner where it agrees with the final outcome and where it disagrees.
 - (iii) Where it disagrees, the NTPA may outline the arguments and basis for its disagreement, and suggested changes. The NTPA may ask the Commissioner to consider again whether the NTPF can accommodate such changes, and the Commissioner will consider the NTPA's arguments and suggestions.
 - (iv) Where the Commissioner can accommodate changes in the final outcome, he will indicate this to the NTPA and indicate how he proposes to amend the final outcome to accommodate the changes. Where the Commissioner cannot accommodate changes to the final outcome, he will indicate this to the NTPA and why.

Where the change process is an examination or review by the NTPF and NTPA, facilitated by the provisions of this Agreement, of aspects of existing salaries, allowances and other conditions of service, these are implemented by agreement and are to be approved by the Tribunal.

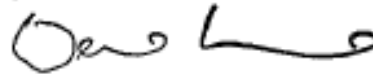
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SIGNATORIES TO THE NORTHERN TERRITORY POLICE FORCE CONSENT AGREEMENT 2008

IN WITNESS WHEREOF the parties have executed this Agreement:

Dated this *18th* day of *July*, 2008.

Signed by DELIA PHOEBE LAWRIE MLA
Minister for Public Employment



Signed by VINCENT MICHAEL KELLY

President

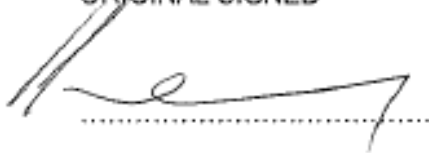
Northern Territory Police Association
Incorporated



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

Dated this *FIRST* day of *AUGUST*, 2008.

ORIGINAL SIGNED



P. L. LEARY

Chair

ORIGINAL SIGNED



T. TSIKOURIS

Member

ORIGINAL SIGNED



L. KEMP

Member

ATTACHMENT A – SALARY RATES

1. Transitional Arrangements

- (a) Members will move to the new structure applicable to their current rank and increment as at 29 June 2008 as set out in Clauses 5, 6, 7 or 8.
- (b) Members will retain their current increment date and move to the next salary point in the new structure on their usual increment date.
- (c) New members will commence at a level in accordance with these provisions and progress by annual increment through the new structure.
- (d) A Constable on the 7th increment pay level as at 29 June 2008 shall move to the 9th increment at that date and shall then advance to the next salary point on their usual increment date.
- (e) A Constable on the 8th and 9th increment pay level as at 29 June 2008 shall move to the 10th increment at that date.
- (f) A Senior Constable on the 1st increment pay level as at 29 June 2008 shall move to the 2nd increment at that date and shall then advance to the next salary point on their usual increment date.
- (g) A Senior Constable on the 2nd increment pay level as at 29 June 2008 shall move to the 4th increment at that date and shall then advance to the next salary point on their usual increment date.
- (h) A Senior Constable on the 3rd increment pay level as at 29 June 2008 shall move to the 5th increment at that date and shall then advance to the next salary point on their usual increment date.
- (i) A Senior Constable on the 4th increment pay level as at 29 June 2008 shall move to the 6th increment at that date.
- (j) A Senior Constable First Class on the 2nd increment pay level as at 29 June 2008 shall move to the 3rd increment at that date.
- (k) A Sergeant on the 2nd increment pay level as at 29 June 2008 shall move to the 3rd increment at that date and shall then advance to the next salary point on their usual increment date.
- (l) A Sergeant on the 3rd increment pay level as at 29 June 2008 shall move to the 4th increment at that date and shall then advance to the next salary point on their usual increment date.
- (m) A Sergeant on the 4th increment pay level as at 29 June 2008 shall move to the 5th increment at that date.
- (n) A Senior Sergeant on the top salary increment prior to the implementation of this Agreement shall move to the 4th salary increment of Senior Sergeant as at 29 June 2008 where the member has served at the rank of Senior Sergeant for 4 years or more as at that date. Otherwise, a Senior Sergeant on the top salary increment prior to the implementation of this Agreement shall move to the new top salary increment when they have achieved 4 years service at that rank.

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2. Constable First Class

- (a) Abbreviation shall be Constable 1/C. Insignia shall be 1 stripe. Eligibility: to qualify for Constable First Class, members must meet the following:
 - (i) Constables with 4 completed years of service; and
 - (ii) Current qualifications in OSTT and Glock and First Aid; and
 - (iii) The member has passed a 'professional policing' assessment as described in the General Duties Allowance sub-clause 19 (d) (iii), (e) and (f) (whether or not they hold a position to which that Allowance applies).
- (b) To move between pay levels of Constable First Class, members must maintain currency of qualifications in OSTT, Glock and First Aid.

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3. Senior Constable First Class

- (a) Abbreviation shall be Senior Constable 1/C. Insignia shall be 2 stripes and a bar. Eligibility: Members who meet the following requirements shall have access to the Senior Constable First Class pay increments from 29 June 2008:
 - (i) Promoted to the rank of Senior Constable; and
 - (ii) Qualified to the rank of Sergeant in accordance with the requirements of the Police Qualifications Framework (PQF).
- (b) Senior Constables who have not completed the PQF to qualify to Sergeant but who are currently occupying an identified Senior Constable First Class position in which they are paid the Senior Constable First Class increment shall be entitled to retain their Senior Constable First Class rank whilst they remain in the identified position.

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4. Salary Increases

Salary increases and effective dates are as follows:

- (a) 4% effective from 29 June 2008; and
- (b) 4% effective from the beginning of the first pay period commencing on or after 29 June 2009; and
- (c) 4% effective from the beginning of the first pay period commencing on or after 29 June 2010.

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5. Salary Rates

Clause 7 of Determination No. 1 of 2000 is replaced by the salaries and structure set out below. Increases will be paid as specified in Clause 4 of this Attachment.

Rank	Current Salary	New Structure	4%	4%	4%
	27.12.2007	29.06.2008	29.06.2008	29.06.2009	29.06.2010
ACPO 1	\$38,852	\$38,980	\$40,539	\$42,161	\$43,847
ACPO 2	\$40,171	\$40,380	\$41,995	\$43,675	\$45,422
ACPO 3	\$41,539	\$41,795	\$43,467	\$45,205	\$47,014
ACPO 4	\$42,907	\$43,220	\$44,949	\$46,747	\$48,617
ACPO 1/C	\$45,182	\$45,510	\$47,330	\$49,224	\$51,193
Senior ACPO	\$47,119	\$47,470	\$49,369	\$51,344	\$53,397
Senior ACPO CERT IV	\$48,741	\$49,100	\$51,064	\$53,107	\$55,231
Police Auxiliary 1	\$38,852	\$38,980	\$40,539	\$42,161	\$43,847
Police Auxiliary 2	\$40,171	\$40,380	\$41,995	\$43,675	\$45,422
Police Auxiliary 3	\$41,539	\$41,795	\$43,467	\$45,205	\$47,014
Police Auxiliary 4	\$42,907	\$43,220	\$44,949	\$46,747	\$48,617
Auxiliary 1/C	\$45,182	\$45,510	\$47,330	\$49,224	\$51,193
Senior Auxiliary	\$47,119	\$47,470	\$49,369	\$51,344	\$53,397
Senior Auxiliary 10 years	\$48,534	\$49,019	\$50,980	\$53,019	\$55,140
Senior Auxiliary 15 years	\$49,989	\$50,500	\$52,520	\$54,621	\$56,806
Senior Auxiliary 20 years	\$51,490	\$52,026	\$54,107	\$56,271	\$58,522
Recruit 1st 4 months	\$40,052	\$40,742	\$42,372	\$44,067	\$45,829
Recruit to graduation	\$42,407	\$43,139	\$44,865	\$46,659	\$48,526
Probationary Constable					
Constable 1	\$47,119	\$47,470	\$49,369	\$51,344	\$53,397
Constable 2	\$47,932	\$48,298	\$50,230	\$52,239	\$54,329
Constable 3	\$48,741	\$49,126	\$51,091	\$53,135	\$55,260
Constable 4	\$49,549	\$49,954	\$51,952	\$54,030	\$56,191
Constable 5 (NT Constable 1/C)	\$50,407	\$50,785	\$52,816	\$54,929	\$57,126
Constable 6	\$51,236	\$51,885	\$53,960	\$56,119	\$58,364
Constable 7	\$54,320	\$52,985	\$55,104	\$57,309	\$59,601
Constable 8	\$55,207	\$54,085	\$56,248	\$58,498	\$60,838
Constable 9	\$56,061	\$55,185	\$57,392	\$59,688	\$62,076
Constable 10		\$56,285	\$58,536	\$60,878	\$63,313
Senior Constable 1	\$60,025	\$59,000	\$61,360	\$63,814	\$66,367
Senior Constable 2	\$61,695	\$60,180	\$62,587	\$65,091	\$67,694
Senior Constable 3	\$63,361	\$61,384	\$63,839	\$66,393	\$69,048
Senior Constable 4	\$65,031	\$62,611	\$65,116	\$67,720	\$70,429
Senior Constable 5		\$63,863	\$66,418	\$69,075	\$71,838
Senior Constable 6		\$65,141	\$67,746	\$70,456	\$73,275
Senior Constable 1/C 1	\$67,437	\$67,437	\$70,134	\$72,940	\$75,857
Senior Constable 1/C 2	\$69,386	\$68,433	\$71,170	\$74,017	\$76,978
Senior Constable 1/C 3	\$69,429	\$69,429	\$72,206	\$75,094	\$78,098
Brevet Sergeant		\$70,450	\$73,268	\$76,199	\$79,247
Sergeant 1	\$69,429	\$70,450	\$73,268	\$76,199	\$79,247
Sergeant 2	\$71,631	\$71,577	\$74,440	\$77,418	\$80,515
Sergeant 3	\$72,938	\$72,722	\$75,631	\$78,657	\$81,803
Sergeant 4	\$74,178	\$73,886	\$76,841	\$79,915	\$83,112
Sergeant 5		\$75,068	\$78,071	\$81,194	\$84,441
Senior Sergeant 1	\$76,033	\$77,500	\$80,600	\$83,824	\$87,177
Senior Sergeant 2	\$77,340	\$78,794	\$81,946	\$85,224	\$88,633
Senior Sergeant 3	\$78,655	\$80,110	\$83,315	\$86,647	\$90,113
Senior Sergeant 4		\$81,444	\$84,702	\$88,090	\$91,613
Superintendent 1*	\$106,403	\$106,403	\$110,659	\$115,085	\$119,689
Superintendent 2*	\$109,597	\$108,999	\$113,359	\$117,894	\$122,609
Superintendent 3*	\$112,885	\$111,659	\$116,125	\$120,770	\$125,601
Superintendent 4*	\$114,192	\$114,383	\$118,959	\$123,717	\$128,666

* Salaries are based on 7 weeks recreation leave, except for Superintendent salaries which are based on 6 weeks recreation leave per annum.

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6. Salary Rates – Six Week Leave Option

Clause 7 of Determination No. 1 of 2000 is replaced by the salaries and structure set out below. Increases will be paid as specified in Clause 4 of this Attachment.

Rank 6 Week Leave Option	Current	New	4%	4%	4%
	Salary 27.12.2007	Structure 29.06.2008	29.06.2008	29.06.2009	29.06.2010
ACPO 1	\$40,057	\$40,188	\$41,796	\$43,468	\$45,206
ACPO 2	\$41,417	\$41,632	\$43,297	\$45,029	\$46,830
ACPO 3	\$42,827	\$43,091	\$44,814	\$46,607	\$48,471
ACPO 4	\$44,237	\$44,560	\$46,342	\$48,196	\$50,124
ACPO 1/C	\$46,583	\$46,921	\$48,798	\$50,750	\$52,780
Senior ACPO	\$48,580	\$48,942	\$50,899	\$52,935	\$55,053
Senior ACPO CERT IV	\$51,084	\$51,460	\$53,519	\$55,659	\$57,886
Police Auxiliary 1	\$40,057	\$40,188	\$41,796	\$43,468	\$45,206
Police Auxiliary 2	\$41,417	\$41,632	\$43,297	\$45,029	\$46,830
Police Auxiliary 3	\$42,827	\$43,091	\$44,814	\$46,607	\$48,471
Police Auxiliary 4	\$44,237	\$44,560	\$46,342	\$48,196	\$50,124
Auxiliary 1/C	\$46,583	\$46,921	\$48,798	\$50,750	\$52,780
Senior Auxiliary	\$48,580	\$48,942	\$50,899	\$52,935	\$55,053
Senior Auxiliary 10 years	\$50,038	\$50,539	\$52,560	\$54,663	\$56,849
Senior Auxiliary 15 years	\$51,539	\$52,066	\$54,148	\$56,314	\$58,567
Senior Auxiliary 20 years	\$53,086	\$53,639	\$55,784	\$58,016	\$60,336
Recruit 1st 4 months	\$41,293	\$42,005	\$43,685	\$45,433	\$47,250
Recruit to graduation	\$43,722	\$44,476	\$46,255	\$48,106	\$50,030
Probationary Constable					
Constable 1	\$48,580	\$48,942	\$50,899	\$52,935	\$55,053
Constable 2	\$49,418	\$49,795	\$51,787	\$53,859	\$56,013
Constable 3	\$50,252	\$50,649	\$52,675	\$54,782	\$56,973
Constable 4	\$51,085	\$51,503	\$53,563	\$55,705	\$57,933
Constable 5 (NT Constable 1/C)	\$51,970	\$52,359	\$54,454	\$56,632	\$58,897
Constable 6	\$52,824	\$53,493	\$55,633	\$57,858	\$60,173
Constable 7	\$56,004	\$54,628	\$56,813	\$59,085	\$61,449
Constable 8	\$56,918	\$55,762	\$57,992	\$60,312	\$62,724
Constable 9	\$57,798	\$56,896	\$59,172	\$61,538	\$64,000
Constable 10		\$58,030	\$60,351	\$62,765	\$65,276
Senior Constable 1	\$61,886	\$60,829	\$63,262	\$65,793	\$68,424
Senior Constable 2	\$63,607	\$62,046	\$64,527	\$67,108	\$69,793
Senior Constable 3	\$65,326	\$63,286	\$65,818	\$68,451	\$71,189
Senior Constable 4	\$67,047	\$64,552	\$67,134	\$69,820	\$72,612
Senior Constable 5		\$65,843	\$68,477	\$71,216	\$74,065
Senior Constable 6		\$67,160	\$69,847	\$72,640	\$75,546
Senior Constable 1/C 1	\$69,528	\$69,528	\$72,309	\$75,201	\$78,209
Senior Constable 1/C 2	\$71,537	\$70,554	\$73,377	\$76,312	\$79,364
Senior Constable 1/C 3	\$71,581	\$71,581	\$74,445	\$77,422	\$80,519
Brevet Sergeant		\$72,634	\$75,539	\$78,561	\$81,703
Sergeant 1	\$71,581	\$72,634	\$75,539	\$78,561	\$81,703
Sergeant 2	\$73,851	\$73,796	\$76,748	\$79,818	\$83,011
Sergeant 3	\$75,199	\$74,977	\$77,976	\$81,095	\$84,339
Sergeant 4	\$76,477	\$76,176	\$79,224	\$82,392	\$85,688
Sergeant 5		\$77,395	\$80,491	\$83,711	\$87,059
Senior Sergeant 1	\$78,390	\$79,903	\$83,099	\$86,423	\$89,879
Senior Sergeant 2	\$79,738	\$81,237	\$84,486	\$87,866	\$91,380
Senior Sergeant 3	\$81,093	\$82,594	\$85,897	\$89,333	\$92,906
Senior Sergeant 4		\$83,969	\$87,328	\$90,821	\$94,453

* Superintendent option not available

7. Forensic Services Branch – Seven Weeks Leave Option

Clause 7 of Determination No. 1 of 2000 is replaced by the salaries and structure set out below. Increases will be paid as specified in Clause 4 of this Attachment.

Forensic Services Branch Rank 7 Week Leave Option	Current			
	Salary	4%	4%	4%
	27.12.2007	29.06.2008	29.06.2009*	29.06.2010*
Examiner Level 1	\$53,783	\$55,934	\$58,172	\$60,499
Examiner Level 2	\$55,505	\$57,725	\$60,034	\$62,436
Examiner Level 3	\$57,225	\$59,514	\$61,895	\$64,370
Examiner Level 4	\$58,316	\$60,649	\$63,075	\$65,598
Examiner Level 5	\$59,624	\$62,009	\$64,489	\$67,069
Senior Examiner Level 1	\$62,601	\$65,105	\$67,709	\$70,418
Senior Examiner Level 2	\$64,690	\$67,278	\$69,969	\$72,767
Senior Examiner Level 3	\$66,784	\$69,455	\$72,234	\$75,123
Senior Examiner Level 4	\$68,879	\$71,634	\$74,500	\$77,480
Principal Examiner Level 1	\$70,970	\$73,809	\$76,761	\$79,832
Principal Examiner Level 2	\$73,066	\$75,989	\$79,028	\$82,189
Principal Examiner Level 3	\$75,159	\$78,165	\$81,292	\$84,544
Principal Examiner Level 4	\$77,319	\$80,412	\$83,628	\$86,973
Senior Technical Administrator Level 1	\$78,564	\$81,707	\$84,975	\$88,374
Senior Technical Administrator Level 2	\$79,754	\$82,944	\$86,262	\$89,712
Senior Technical Administrator Level 3	\$80,965	\$84,204	\$87,572	\$91,075
Senior Technical Administrator Level 4	\$82,269	\$85,560	\$88,982	\$92,541

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8. Forensic Services Branch – Six Weeks Leave Option

Clause 7 of Determination No. 1 of 2000 is replaced by the salaries and structure set out below. Increases will be paid as specified in Clause 4 of this Attachment.

Forensic Services Branch Rank 6 Week Leave Option	Current			
	Salary	4%	4%	4%
	27.12.2007	29.06.2008	29.06.2009*	29.06.2010*
Examiner Level 1	\$55,451	\$57,669	\$59,976	\$62,375
Examiner Level 2	\$57,225	\$59,514	\$61,895	\$64,370
Examiner Level 3	\$59,000	\$61,360	\$63,814	\$66,367
Examiner Level 4	\$60,122	\$62,527	\$65,028	\$67,629
Examiner Level 5	\$61,472	\$63,931	\$66,488	\$69,148
Senior Examiner Level 1	\$64,542	\$67,124	\$69,809	\$72,601
Senior Examiner Level 2	\$66,695	\$69,363	\$72,137	\$75,023
Senior Examiner Level 3	\$68,853	\$71,607	\$74,471	\$77,450
Senior Examiner Level 4	\$71,015	\$73,856	\$76,810	\$79,882
Principal Examiner Level 1	\$73,170	\$76,097	\$79,141	\$82,306
Principal Examiner Level 2	\$75,330	\$78,343	\$81,477	\$84,736
Principal Examiner Level 3	\$77,489	\$80,589	\$83,812	\$87,165
Principal Examiner Level 4	\$79,716	\$82,905	\$86,221	\$89,670
Senior Technical Administrator Level 1	\$81,000	\$84,240	\$87,610	\$91,114
Senior Technical Administrator Level 2	\$82,227	\$85,516	\$88,937	\$92,494
Senior Technical Administrator Level 3	\$83,475	\$86,814	\$90,287	\$93,898
Senior Technical Administrator Level 4	\$84,819	\$88,212	\$91,740	\$95,410

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ATTACHMENT B – HOURS OF DUTY AND ROSTERING

1. Hours of Duty and Rosters

The following provisions replace Clauses 34 to 38 (Hours of Duty) of Determination No. 1 of 2000.

2. Rosters

- (a) Rosters for each work area shall conform to the requirements of these provisions and such other clauses of Determination No. 1 of 2000 as are relevant. While these provisions must be followed, it is acknowledged that rosters shall be as flexible as possible, while still ensuring optimum use of resources. Changes to rosters shall be the subject of consultation between members and Officers in Charge.
- (b) Rosters that do not comply with these provisions may only be developed by written agreement between the Commissioner and the Association, or their delegates after consultation with members in the work unit.
- (c) Existing rosters will be retained. Within the first 6 months of this Agreement the Commissioner may cause an existing roster to be reviewed in consultation with the members at that station and the NTPA. Any subsequent changes will be managed in accordance with Clause 79.
- (d) The work unit is defined as a police station, section or unit under the direction of a Senior Sergeant, or in the case of small stations a Sergeant.
- (e) The consultative process shall be the same as that outlined at Clause 79 of this Agreement.

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3. Shift Definitions

- (a) The following shift definitions shall apply:
 - (i) Day shift means any shift commencing between 0600 hours and 1200 hours.
 - (ii) Evening shift means any shift commencing between 1200 hours and 1800 hours.
 - (iii) Night shift means any shift commencing between 1800 hours and 0600 hours.

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4. Maximum Rostered Hours

- (a) A roster shall not require a member to work in excess of 40 hours per week, or an average of 40 hours per week over a roster period.
- (b) The number of ordinary rostered hours to be worked by a member on any one day or shift shall be between 8 and 12 hours.
- (c) A roster period shall be determined for each work area and will generally cover a period of 14, 28 or 35 consecutive days.

5. Display of Rosters

- (a) The roster for each work area shall be displayed in a prominent location, easily accessible to all members in the work area.
- (b) The roster shall be displayed a minimum of 7 days in advance of the date it is due to commence in the case of a 14 day roster.
- (c) The roster shall be displayed a minimum of 14 days in advance of the date it is due to commence in the case of a 28 or 35 day roster.

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6. Changes to a Member's Roster

- (a) A member may swap a rostered shift with another member provided the other member and the supervisor agree to the swap.
- (b) Supervisors should endeavour to give at least a minimum of 96 hours notice to members in relation to non-consensual changes to a member's rostered shift(s).
- (c) Except in the circumstances identified at sub-clause 6(d) and 6(g), where a member's rostered shift(s) is changed without the consent of the member and less than 72 hours notice was given for the change, the member is entitled to be paid at a penalty rate of 20% for the entire newly rostered shift worked.
- (d) Where a non-consensual change of roster does not represent a change of shift as defined at Clause 3 of this Attachment, no penalty rate will apply. That is, if the hours of the shift being changed and the shift to which it is changed do not alter the definition of the shift worked, then this will not be subject to a penalty.
- (e) Where a non-consensual change of roster involves the requirement to work on a day which was a rostered day off, this must be communicated 72 hours prior to the commencement of the altered shift or the end of the last shift worked before commencement of the period of time off, whichever is earlier.
- (f) Where a non-consensual change of roster involving a member's rostered day off is not communicated to the member in accordance with Clause 6(e), the member will be entitled to the appropriate overtime rate for the duration of the new rostered shift in substitute of the rate in Clause 6(c).
- (g) A roster may be changed in the following circumstances, without penalty:
 - (i) A state of alert, emergency or disaster, as defined in the *Northern Territory Disasters Act*, or
 - (ii) A major unforeseen policing demand/s that emerges from intelligence obtained during the period between when the roster has been posted until the roster is due to commence, and during the roster period.

- (h) It is a management responsibility to ensure any changes are advised to members (including those on leave, rest days etc.) as soon as the changes are made.
- (i) Members' personal circumstances with respect to childcare arrangements or similar that have already been made, will be taken into consideration as far as it is practicable to do so.

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7. Consultation

In each work area, the preparation of rosters and roster changes shall, where practicable, be the subject of consultation between the Officer in Charge and the member or members in the work area.

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8. Provision of Maximum Hours for Shift Workers

- (a) In the case of a 35 day roster:
 - (i) A member shall not be required to work rostered evening or night shifts, or a combination of shifts involving hours of duty which fall between 1800 hours and 0600 hours for more than 15 shifts in each period of 25 working days.
 - (ii) A member shall not be rostered to perform night shift duty for more than 7 shifts in 20 working days.
- (b) In the case of a 28 day roster:
 - (i) A member shall not be required to work rostered evening or night shifts, or a combination of shifts involving hours of duty which fall between 1800 hours and 0600 hours for more than 14 shifts in each period of 20 working days.
 - (ii) A member shall not be rostered to perform night shift duty for more than 6 shifts in 20 working days.
- (c) In the case of a 14 day roster:
 - (i) A member shall not be required to work rostered evening or night shifts, or a combination of shifts involving hours of duty which fall between 1800 hours and 0600 hours for more than 6 shifts in each period of 10 working days.
 - (ii) A member shall not be rostered to perform night shift duty for more than 3 shifts in 10 working days.
- (d) These maximums shall not include shifts where a member has arranged a swap of shift(s) or, after consultation, the member agrees to work shifts in excess of the above.
- (e) In preparing rosters, every care is to be taken to ensure that in the transition from one roster to the next roster, excessive night shifts are not worked.

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9. Meal Break

During each shift a meal break of 40 minutes shall be allowed, which shall, so far as practicable, coincide with the usual meal hours, and be regarded as time on duty.

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10. Shift Sequences, Change Overs and Breaks

- (a) Subject to this clause, every break between rostered shifts must be at least 10 hours in length.
- (b) Quick changes, that is a break between shifts of more than 8 hours but less than 10 hours shall only be permissible by consent of the parties in accordance with sub-clauses 2 and 7 of this Attachment.

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11. Rostered Days Off

- (a) In the case of a 35 day roster:
 - (i) A member shall be entitled to at least 10 rest days in each roster period.
 - (ii) Rest days shall be a clear break of 24 hours off duty.
 - (iii) Where practicable, two 24 hour rest periods shall be rostered consecutively.
 - (iv) Every member shall have a minimum of 2 weekends rostered off duty in each 35 day roster period.
- (b) In the case of a 28 day roster:
 - (i) A member shall be entitled to at least 8 rest days in each roster period.
 - (ii) Rest days shall be a clear break of 24 hours off duty.
 - (iii) Where practicable, two 24 hour rest periods shall be rostered consecutively.
 - (iv) Every member shall have a minimum of 1 weekend rostered off duty in each 28 day roster period.
- (c) In the case of a 14 day roster:
 - (i) A member shall be entitled to at least 4 rest days in each roster period.
 - (ii) Rest days shall be a clear break of 24 hours off duty.
 - (iii) Where practicable, two 24 hour rest periods shall be rostered consecutively.
 - (iv) Every member shall have a minimum of 1 weekend rostered off duty in each 28 day period covered by any two consecutive rosters.

- (d) The member responsible for drawing up rosters is to make every reasonable effort to ensure that, where a member is rostered the required weekend off, that the weekend off is preceded by a day shift and succeeded by a day or evening shift.

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ATTACHMENT C – ACCELERATED RECRUITMENT PROGRAM

1. Accelerated Recruitment Program (ARP)

- (a) The ARP outlines the process for recruiting experienced police officers from other jurisdictions in accordance with Clause 74.
- (b) The ARP will bring more experienced members into the NTPF with reduced training times compared to those of Recruit squads. Courses will be scheduled for the March and October of each year to fit in with the training schedule for normal Police Recruitment of three Recruit Constable squads per year.

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2. Minimum Prior Service

- (a) The conditions of entry, appointment and training will require a minimum of 2 years interstate service.
- (b) The ARP will not be open to Military Police or Protective Service Officers.

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3. Rank on Graduation

The ARP will graduate participants as a Constable (up to 4 years experience) or Constable First Class (over 4 years completed experience).

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4. Candidate Selection

The selection process will require that there is no disadvantage to existing members and no favour given to those recruited. Applicants will require:

- (a) The Diploma of Public Safety (Policing), or equivalent by recognition of current competency or prior learning as outlined in the Training and Assessment Policy and Procedures Manual; and
- (b) Currency as a serving sworn officer of an Australasian (Australia and New Zealand) or other comparable policing jurisdictions police force; with the effect of any gap in service to be determined on a case by case basis; and
- (c) Satisfactory medical fitness; and
- (d) Satisfactory integrity checks; and
- (e) Satisfactory service record; and
- (f) Satisfactory outcome of psychological testing; and
- (g) Success at interview.

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5. Training

- (a) The course will run for a minimum of 10 weeks, or such longer period as determined by the Commissioner from time to time.
- (b) Recruits who do not meet the requirements of the course shall be either dismissed, retained for remedial training, or passed with a training shortfall that is remedied as soon as is practicable.

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6. Conditions of Service on Entry

On entry to the ARP, candidates are paid for their years of recognised prior police service. This is without allowances whilst in the NTPFES College and with allowances on graduation. Other conditions of service are the same as apply to currently serving members.

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7. Placements

Candidates are recruited to serve initially at a location agreed between the candidate and the NTPF at the time of recruitment. They will be obliged to serve in General Duties for 1 year from graduation before being eligible to commence in a specialist position.

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8. Appointment

Successful graduates will be appointed as a Constable and graduate at the rank that equivalent service in the NTPF will grant them, below that of Senior Constable. A 2 year experienced Constable will graduate as a post-probation Constable, whilst a Constable with greater than 4 years completed experience will graduate as a Constable First Class.

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9. Probation

The completion of 6 months probation will be required before confirmation of permanency. After a minimum aggregate service of 4 years, the member will be eligible to undertake the Senior Constable Assessment Centre.

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