

NORTHERN TERRITORY OF AUSTRALIA

Police Administration Act

CONSENT AGREEMENT

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 and the Northern Territory Police Force Consent Agreement 2001;

THIS AGREEMENT is made pursuant to the Northern Territory Police Force Consent Agreement 2001, Clause 7 "Variation" and Clause 9 "Objectives of Agreement" and Clause 62 "Housing".

THE PARTIES AGREE that the conditions of service shall be varied to accommodate the following changes:

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. 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.

2. DISPUTE SETTLING PROCEDURES

In the event a dispute arises in relation to this Agreement, every endeavor shall be made to amicably settle the same by direct negotiation and consultation between parties to this Agreement.

To facilitate the settlement of any such dispute, the provisions of Clauses 90 or 164 of Determination No.1 of 2000 shall be used.

3. OPERATION OF THIS AGREEMENT

This Agreement shall operate from 7 October 2004 and shall remain in force until superseded by a further Determination or Agreement.

4. RELATIONSHIP TO PARENT DETERMINATION AND CONSENT AGREEMENT

This Agreement shall be read and interpreted wholly in conjunction with Determination No 1 of 2000 and the Northern Territory Police Force Consent Agreement 2001, provided that where there is any inconsistency, this Agreement shall take precedence.

PART 2 – ACCOMMODATION ENTITLEMENTS, ACPOS, EXPENSES ON TRANSFER AND SUPERINTENDENTS.

5. ACCOMMODATION ENTITLEMENTS

5.1 Determination No.1 of 2000 is varied by deleting Clauses 24 to 31 and inserting the following:

“24.1.1 Members whose dependants ordinarily reside with them shall be entitled to a residence rent free at the place where they are stationed.

24.1.2 Residences provided under sub-clause 24.1.1 will be provided at the NT Government Employee Housing (GEH) Standard as determined by NT Housing or its successor from time to time.

24.1.3 Provided that where housing supplied is not yet up to the Government Employee Housing (GEH) Standard at the date of this agreement, reasonable time will be allowed to bring the housing up to the new Government Employee Housing (GEH) Standard.

24.1.4 Where it is proposed to head lease a residence in the private market to provide housing for a member, the Government Employee Housing (GEH) Standard will be used as a minimum standard for the residence to be head leased. Residences that the Police Force proposes to head lease will be jointly inspected by the Police Force and a NT Police Association representative to ensure compliance with the standard and suitability of location.

24.2 In the event of members and their spouses both being members of the Force, their entitlement under this Clause (Clause 24) shall be a single entitlement as applicable to a member whose spouse is not a member of the Force.

25.1 Subject to 25.3, members whose dependants do not ordinarily reside with them, shall be entitled to suitable quarters, free of charge.

25.2 Members occupying barracks accommodation are entitled to be supplied with a household refrigerator to suit the local conditions.

- 25.3 Members occupying single self-contained quarters under 25.1 shall pay a per day rate for electricity as determined by the Commissioner from time to time, on a cost recovery basis, for each day such quarters are assigned to them, if such quarters are not metered individually. If the quarters are individually metered, members shall be responsible for the total cost of electricity for each day such quarters are assigned to them. This Clause shall not apply to single members relieving in remote localities.
- 25.4 The minimum standard for suitable quarters under sub-clause 25.1 in the following circumstances will be a two bedroom unit at the NT Government Employee Housing (GEH) Standard as determined by NT Housing or its successor from time to time:
- (a) In all regional centers outside Darwin and Alice Springs, and
 - (b) In Darwin and Alice Springs, when all barracks and other single accommodation currently used for single accommodation at the date of this agreement are occupied.
- 25.5 Provided that where housing supplied under this Clause (Clause 25) is not yet up to the standard outlined in sub-clause 25.4 at the date of this agreement, reasonable time will be allowed to bring the housing up to this standard.
- 25.6 The Commissioner may consider an application by a Superintendent or OIC of a station to reside outside barracks.
- 25.7 Where an application is made under sub-clause 25.6, the Commissioner shall determine any contribution the Superintendent or OIC shall make towards the cost of that alternative accommodation.
- 26.1 If it is not possible for the Police Force to provide a suitable residence in accordance with Clauses 24 or 25 at the place that a member is stationed, the member may find their own residence to a standard similar to the GEH standard in a location approved by the Commissioner. The NT Police Force will then take out the head-lease of that accommodation.
- 26.2 Where a member finds their own residence in accordance with sub-clause 26.1, the member will then be entitled to be paid a rental allowance equal to the reasonable cost of renting suitable unfurnished accommodation at a rate defined in sub-clause 26.4 for themselves and/or dependants but not exceeding the expense actually incurred by the member. It will be the responsibility of the member to meet any rental costs in excess of the rental allowance payable. Where the property is headleased by the NT Police, this excess amount will be paid by payroll deduction.
- 26.3 Where a member has found their own accommodation in accordance with sub-clause 26.1, the NT Police will offer the member an acceptable free residence in accordance with Clause 24 or 25 within 12 months and then the provisions of Clause 28 will apply. If the member had valid reasons, they will be allocated a residence within the same locality as their current accommodation if they so wish. If such a residence is not allocated within the said 12 months, the member may elect to remain on rental allowance until their circumstances change.

- 26.4 The rates of the rental allowance specified in sub-clause 26.1 in each regional centre will be based upon the median between the average of the Real Estate Institute of the Northern Territory (REINT) real Estate Local Market (RELM) Analysis and the average of the Australian Valuation Office (AVO) rates for each style of housing (2 bedroom unit, 3 bedroom house, 4 bedroom house) in each regional centre. The REINT and AVO rates will be the most recent rates available immediately before the date of effect of the allowance variation. A 20% loading will be added to the rates of the rental allowance calculated in this sub-clause (sub-clause 26.4). The dates of effect of the allowance variation will be 1 January and 1 July of each year.
- 27.1 The provisions of Clauses 24, 25 and 26 shall not apply to a locality within the Northern Territory where members or their spouses own or are purchasing a residence. Such a residence will be deemed to have satisfied the member's entitlement to a rent free residence at that locality and the member shall receive an allowance payable under sub-clause 27.2.
- 27.2.1 Subject to the provisions of sub-clauses 27.3 to 27.4, members who provide their own accommodation shall be entitled to an allowance as defined in sub-clause 27.2.2.
- 27.2.2 The rate of allowance under sub-clause 27.2.1 will be the greater of the following:
- (a) An allowance commencing at \$10,000 per annum and increased by the Australian Bureau of Statistics, Consumer Price Index (All Groups) percentage change figure for Darwin for the full year beginning with the start of the June quarter in the previous year and ending at the end of the March quarter in the current year. This percentage increase will be effective from the first pay period commencing on or after 1 July each year (including 1 July 2005) and all increases will be cumulative. Provided that in the event that the percentage change figure referred to in this calculation is negative, the allowance under this sub-clause will not be reduced, or
 - (b) An allowance of 60% of the annualized rate of the rental subsidy for a 3 bedroom house in Darwin as determined in Clause 26 from time to time. The annualized rate for the purposes of this sub clause will be determined by the following formula:
$$\text{Annualized rate} = \text{weekly rate} \times 313 \div 6$$
- 27.3 In the event of members returning to barracks accommodation on either a temporary or permanent basis while receiving an allowance for providing their own accommodation those members may be required to pay rental as determined by the Commissioner for that barracks accommodation.
- 27.4 Members who while receiving free accommodation elect to provide their own accommodation in respect of a residence at a locality within the Northern Territory and receive an allowance as provided in 27.2 shall not at any time after the payment of the allowance again be entitled to free or Government accommodation at the same locality unless the Commissioner otherwise directs.

- 28.1 Where a member is offered a residence in accordance with Clauses 24 or 25 and that member wishes to refuse that accommodation, the member must lodge a written request for alternative accommodation stating their reasons for refusing the original housing offered to the Director, Human Resource Management. The request will be considered by the Director, Human Resource Management and a representative of The NT Police Association who will make joint or separate recommendations to the Commissioner of Police or the Commissioner's representative who will decide the matter.
- 28.2 The only reasons (apart from the residence not meeting the standards outlined in sub-clause 24.1.3 or 25.4) that would be acceptable for refusing a residence would be extraordinary family situations that needed special considerations in terms of style of housing or location or where an extraordinary situation arises that make it unreasonable for the member to take up residence or remain in that accommodation. General schooling preferences would not in itself be an acceptable reason for refusal unless the children were already attending a particular school.
- 28.3 If a member refuses suitable accommodation in a locality and the Commissioner or the Commissioner's representative has determined the member does not have adequate reasons for refusing that accommodation, the Police Force will be deemed to have met its obligations under Clauses 24 and 25 for that locality and the member will be entitled to be paid the Housing Allowance under Clause 27 at that locality. The member will not be entitled to any rental allowance under Clause 26 at that locality.
- 29.1 Members who have purchased or are purchasing a residence at the place where they are stationed and are receiving the allowance payable under Clause 27, who are subsequently transferred to another location, shall be entitled to Government accommodation at that new location.
- 29.2 Members referred to in sub-clause 29.1 who are provided with Government accommodation shall not be required to pay rent on transfer, but shall not receive the allowance payable under Clause 27.
- 29.3 Members referred to in 29.1 who are provided with Government accommodation may seek approval from the Commissioner to continue to receive the allowance payable under 27 for providing their own accommodation in the location from which they have been transferred. If approval is given, those members shall pay the rental applicable to the Government accommodation as determined by the Commissioner. Such rental shall not exceed the rate paid by the Commissioner for accommodation provided by Territory Housing.
30. Members provided with a residence in accordance with Clauses 24 or 25 or receiving an allowance in accordance with Clause 26 shall not without the consent of the Commissioner, sub-let the residence provided, or the residence they are occupying, or any portion of either such residences.
- 31.1 The provisions of Clauses 24 to 31 shall continue to be applicable while members are on recreation leave, long service leave, sick leave and special leave with pay.

- 31.2 Where members are on special leave without pay, the provisions of Clauses 24 to 32 shall only apply to the extent that the Commissioner, after consideration of all relevant facts, determines that the provisions should apply.”
- 5.2 Determination No.1 of 2000 is varied by inserting the following new line in the table in Clause 96:

ACPOS

<u>Clause No.</u>	<u>Title</u>
24 - 31	Accommodation Entitlements”

6. EXPENSES ON TRANSFER

- 6.1 Determination No.1 of 2000 is varied by deleting sub-clause 86.1 and inserting the following:

“86.1.1 A member who is permanently transferred or promoted from one location to another shall be paid an allowance in reimbursement of the cost of legal and other expenses incurred in the sale of a home at the member's previous location and in the purchase of a home at the new location, subject to the provisions of Section 10 of the Supplement to this Determination.”

- 6.2 Determination No.1 of 2000 is varied by deleting Appendix “A” to Section 10 of the Supplement to the Police Determination and inserting the following:

“Appendix "A"

Maximum values for calculation of allowances

For the purposes of sub-clause 3, the maximum amount of expenses that may be reimbursed are expenses that would have been charged by the agent had:

- (a) the residence been sold or purchased for an amount of \$200,000; and
- (b) a mortgage been secured or discharged for an amount of \$150,000.”

7. SUPERINTENDENTS

- 7.1 Determination No.1 of 2000 is varied by deleting sub-clause 111.4

7.2 Determination No.1 of 2000 is varied by deleting Clause 110 and inserting the following:

“110. Superintendents shall be subject to the provisions of Clauses 1 to 5, 24 to 31, 81 to 86 and Clauses 111 to 166 and shall be excluded from Clauses not mentioned.

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<u>Clause No.</u>	<u>Title</u>
111	Definitions
112	Salaries
113	Freight of Foodstuffs
113	Fares Out of Isolated Localities
114	Uniforms
114	Plain Clothes Allowances
115	Higher Duties Allowance
116	Travelling Allowance
117	Motor Vehicle Allowance
118 - 125	Deleted (Refer Clauses 24 to 31)
126 - 128	Hours of Duty
129	Public Holidays
130	Penalty Payments
131 - 136	Recreation Leave
137	Travelling Time
138 - 143	Long Service Leave
144 - 147	Sick Leave
148	War Service Sick Leave
149	Special Leave
150	Compassionate Leave
151 - 154	Deleted (Refer Clauses 81 to 86)
155	Other Fares
156	Fares and Removal Expenses on Retirement
157 - 162	Assistance With Studies
163	Supplementary Benefit Scheme
164	Grievance/Dispute Avoidance Procedures
165	Management of Change
166	Determination – availability”

7.3 Determination No.1 of 2000 is varied by deleting Clauses 118, 119, 120, 121, 122, 123, 124 and 125.

7.4 Determination No.1 of 2000 is varied by deleting Clauses 151, 152, 153 and 154.

**SIGNATORIES TO THE
NORTHERN TERRITORY POLICE
CONSENT AGREEMENT**

IN WITNESS WHEREOF the parties have executed this Agreement:

Dated this _____, 2005.

Signed by SYDNEY JAMES STIRLING)
Minister for Employment, Education)
and Training)

Signed by VINCENT MICHAEL KELLY)
President)
Northern Territory Police Association Inc.)

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

Dated this _____ day of _____, 2005

P L LEARY
Chair

G J SHANAHAN
Member

C HAYES
Member