

NORTHERN TERRITORY OF AUSTRALIA

Police Administration Act

**NORTHERN TERRITORY POLICE FORCE
CONSENT AGREEMENT 2017**

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THIS AGREEMENT is made between the Minister for Public Employment and the Northern Territory Police Association Incorporated pursuant to section 51 of the Police Administration 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 2011.

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 2017 (CA 2017).

2. Application

- (a) This Agreement shall be binding on the Commissioner of Police, the Northern Territory Police Association Incorporated (NTPA) and all members at or below the rank of Superintendent.
- (b) This Agreement will only apply to members who are employed on or after the time the Agreement is certified by the Police Arbitral Tribunal.

3. Operation of this Agreement

- (a) This Agreement shall operate from 30 June 2017 and remain in force until 29 June 2019.
- (b) The following provisions shall operate from the date this Agreement is certified by the Police Arbitral Tribunal:
 - (i) Clause 14. Higher Duties
 - (ii) Clause 19. On Call Allowance
 - (iii) Clause 25. Hours of Duty and Rostering
 - (iv) Clause 26. Part Time Employment
 - (v) Clause 27. Overtime
 - (vi) Clause 30. Special Leave and Career Breaks
 - (vii) Clause 31. Parental Leave
 - (viii) Clause 34. Recreation Leave – Revert to 7 week's leave
 - (ix) Clause 36. Fares on Recreation Leave
 - (x) Clause 37. Purchase of Additional Leave
 - (xi) Clause 38. Long Service Leave
 - (xii) Clause 39. Long Service Leave – Prior Service
 - (xiii) Clause 41. Personal Leave
 - (xiv) Clause 49. Posting of Choice

4. Relationship to Parent Agreement

- (a) This Agreement shall be read and interpreted wholly in conjunction with the Police Arbitral Tribunal Determination No. 1 of 2011 ('Determination No. 1 of 2011' or 'PATD'), provided that where there is any inconsistency this Agreement shall take precedence.
- (b) The parties agree to set aside the Consent Agreement 2014 and the Territory Duty Superintendents Consent Agreement 2009 upon the certification by the Police Arbitral Tribunal ("the Tribunal") of this Agreement.

5. Objectives

The objectives of this Consent Agreement are:

- (a) To maintain harmonious industrial relations in the workplace;
- (b) To promote efficiency and productivity in the NTPF;
- (c) To facilitate appropriate regulation and employment conditions through Consent Agreements;
- (d) 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;
- (e) To promote modern policing practices by redesigning systems and utilizing new technological opportunities;
- (f) 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;
- (g) To 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 7 - Management of Change will be employed by the parties for this process; and
- (h) To acknowledge the need to recognise as appropriate the work of members performing front line general policing duties.

6. 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) To facilitate the settlement of any such dispute the provisions of Clause 8 of Determination No. 1 of 2011 shall be used.
- (c) Prior to invoking the provisions of Clause 8 of Determination No. 1 of 2011, supervisors and members are required to utilize the relevant Personnel Decisions policy in force from time to time.

7. Management of Change

Clause 9 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (a) Where the NTPF has developed a proposal to introduce a major change to the structure of the workplace, technology or the existing work practices of members and the change is likely to have a significant impact on members, the NTPF will:
 - (i) advise the affected members and the NTPA as soon as practicable after the proposal has been developed;
 - (ii) advise the affected members and the NTPA of the rationale and intended benefits of any change;
 - (iii) provide, as far as practicable, all relevant information to members and the NTPA about the proposed change or other matters that will impact on them;
 - (iv) provide an opportunity for members and the NTPA to submit alternative proposals that will meet the indicated rationale and any benefits prior to the implementation of the change; and
 - (v) consider the alternative proposals submitted and provide feedback to the NTPA.
- (b) The NTPF and the NTPA commit to effective consultation, in regards to the change, to enable:
 - (i) timely resolution of issues affecting the NTPF and its members;
 - (ii) encouragement of a problem solving approach focusing on long term gains for both the NTPF and its members;
 - (iii) maintaining a police force which meets the expectations of the broader community; and
 - (iv) recognition of the role of the NTPA in the implementation of change.
- (c) Notwithstanding this clause, the NTPF is not required to disclose confidential or commercially sensitive information to members or the NTPA.

- (d) The NTPF may establish a consultative committee with the NTPA as a forum for consultation about substantial change in the workplace that affects members in relation to matters covered by this Agreement.

8. Negotiation of New Agreement

- (a) Negotiations to replace this Agreement should commence no earlier than 1 February 2019 and be completed by 30 April 2019, with the proposed date of effect for any salary increase being 30 June 2019.
- (b) Where negotiations continue beyond 30 April 2019, 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.

9. 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.

10. 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 9.

PART 2 – SALARIES, RANK STRUCTURES AND ALLOWANCES

11. Salaries and Rank Structures

- (a) The salary and rank structures for the period of operation of this Agreement are 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 in force from time to time.

12. Salary Sacrifice

The parties agree that the salary sacrifice arrangements applicable to employees of the Northern Territory Public Sector, as varied from time to time, shall apply to members of the Police Force on the same terms, conditions and fees, subject to a member's salary for superannuation purposes, and severance and termination payments being the gross salary which they would have received if not taking part in salary sacrifice arrangements.

13. Allowance Increases

- (a) Allowances listed in this clause shall be adjusted in accordance with the method shown in Clause 13(c).
- (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 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	Base Salary increases	PATD Clause 18
Night Shift Allowance	15% of base salary, or the Clause 18 member's base rate of pay while on higher duties	Base Salary increases	CA 2017 Clause 18
Overtime Meal Allowance	\$21.40	CPI 1 January	PATD Clause 46
On-Call Allowance	5% of the hourly rate of a Senior Sergeant on the top salary increment (7 weeks leave); 7.5% of the hourly rate of a Senior	Base salary increases	CA 2017 Clause 19

	Current Rate	Increases	Reference
	Sergeant on the top salary increment (7 weeks leave) when performed on RDO or in excess of 7 days in 14 day period		
Stand-By Allowance	50% of the hourly rate of a Senior Constable on the top increment (7 weeks leave)	Base salary increases	CA 2017 Clause 20

(ii) Isolated Localities:

	Current Rate	Increases	Reference
Contract Cleaning – Bush Stations	\$20.80 per hour	CPI 1 January	CA 2017 Clause 50
Spousal Honorarium Payment (May and November per annum)	\$1574.00 per annum	CPI 1 January	<i>Police Gazette</i>
Accommodation Allowance (FOILS)	\$122.00 per day	CPI 1 January	CA 2017 Clause 47
Electricity Subsidy	Refer to Clause 51 and 52	CPI 1 January	CA 2017 Clause 51 and 52
Allowance for Meals to Prisoners and Witnesses	\$21.40 per each meal provided	CPI 1 January	PATD Clause 23

(iii) Travel:

	Current Rate	Increases	Reference
Accommodation Allowance	\$84.30 per day	CPI 1 January	CA 2017 Clause 63
Travelling Allowance for approved training courses and events in Darwin and Alice Springs (self-catering accommodation)	\$43.40 per day	CPI 1 January	CA 2017 Clause 63

	Current Rate	Increases	Reference
Meal Allowance (per day)	For travel up to 14 days: Breakfast: \$17.20 Lunch: \$26.40 Dinner: \$37.10 For travel in excess of 14 days: Breakfast: \$13.20 Lunch: \$19.90 Dinner: \$28.10	CPI 1 January	CA 2017 Clause 63
Incidentals Allowance	For travel up to 14 days: \$13.30 per day For travel in excess of 14 days: \$10.10 per day	CPI 1 January	CA 2017 Clause 63
Camping Allowance	\$105.00 per day	CPI 1 January	CA 2017 Clause 65
Mileage Allowance	\$0.76 per km \$0.05 per km (carrying goods, passengers or towing)	CPI 1 January	PATD Clause 108
Youth Camping Allowance	\$297.83 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	Base Salary increases	PATD Clause 21
Disturbance Allowance	Single: \$403.00 With spouse or dependant: \$924.00 For each additional child (not covered by spouse or dependant rate): \$120.00	CPI 1 January	PATD Clause 111.3

(iv) Miscellaneous:

	Current Rate	Increases	Reference
Plain Clothes Allowance	\$2147.00 per annum	CPI 1 January	PATD Clause 24
NT Allowance after 21/07/1988 with dependants	\$960.00 per annum	Not applicable	CA 2017 Clause 22 PATD Clause 17
NT Allowance prior 21/07/1988 with or without dependants	Based on salary range	Not applicable	CA 2017 Clause 22 PATD Clause 17
Water Police Allowance	See CA 2017 Clause 24	CPI 1 January	CA 2017 Clause 24
Spending Allowance	\$1188.00 per annum	CPI 1 January	PATD Clause 24
Fingerprint Allowance	1 st year - \$364 pa 2 nd year - \$484 pa 3 rd year - \$727 pa 4 th year - \$968 pa 5 th & subsequent years - \$1210 pa On achieving expert status - \$2419 pa	Commissioner of Police	PATD Clause 24
Police Transfer Entitlements	Single Rate: \$539.00 per fortnight Dependant Rate: \$745.00 per fortnight	CPI 1 January	CA 2017 Clause 64 PATD Clause 113

(v) Housing:

	Current Rate	Increases	Reference
Housing Allowance	\$25671.01 per annum (as at 1 July 2017)	1 July	PATD Clause 91
Rental Subsidy	Rental subsidy as per <i>Police Gazette</i> notification	1 January and 1 July	PATD Clause 91
Sale and Purchase of dwelling on transfer	Calculated in accordance with PATD Clause 114	Commissioner of Police	PATD Clause 114

14. Higher Duties Allowance

- (a) Clause 19.2 and 123 of Determination No. 1 of 2011 are varied for the life of this Agreement in that the allowance shall be paid for each shift where the period of acting equates to 40 hours or more in any consecutive shift sequence worked, including members performing part-time duties.
- (b) For the purpose of this clause where overtime is performed in an isolated locality on a rostered day off that is contiguous with a period of higher duties and at the level of the higher duties the overtime shall be paid at the rate of higher duties.
- (c) The amount of allowance payable to a member temporarily performing higher duties shall be adjusted to equal the difference between the appropriate increment points of the higher and lower ranges where higher duties have been performed:

for a continuous period of 12 months; or
 - (ii) non continuously for a period which aggregates in total a period of 12 months within 24 months, and
 - (iii) a second or subsequent increment shall not be payable unless a previous increment as provided at clauses 14(c)(i) or (ii) has been received for a period of 12 months.
- (d) The period of employment at a higher duty designation shall count for incremental purposes at a substantive designation.
- (e) A member who is promoted will have included for the purpose of calculating their increment date all previous periods during which the member performed higher duties at an equal or relevant higher designation to which they are being promoted.
- (f) Periods of higher duties can only be recognised for promotion to one substantive rank. Higher duties performed after the date of promotion to the substantive rank will qualify as recognition for the next promotional advancement.

Example: Where a Sergeant (qualified to Superintendent) undertakes higher duties at the Superintendent rank and is subsequently promoted to the rank of Senior Sergeant, the higher duties performed at the Superintendent rank would only be taken into account for incremental advancement at the Senior Sergeant rank and may not be taken into account at a later date should the member then be promoted to Superintendent.

15. General Policing 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.

- (b) Subject to Clause 45, the General Policing 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 Policing Allowance members must meet the following:

 - (i) Performing duties in designated units as approved by the Commissioner and published in the Police Gazette; and
 - (ii) Current relevant qualifications in Operational Safety and Tactics Training (OSTT) and (except for Auxiliaries) Glock.
- (e) This allowance shall continue to be paid on personal leave without a certificate for the first 2 days of absence in any year, on personal 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.
- (f) This allowance shall not apply to a member whilst on leave without pay.
- (g) Where a member is engaged in part time employment, this allowance shall be paid proportionate to the hours of work.
- (h) This allowance will cease when the member is not performing duties in qualifying positions, whether temporarily or permanently.
- (i) 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 will consult with the NTPA as to whether the allowance shall be paid. When the Commissioner has made a decision regarding the application of this allowance, this Agreement will be taken to be varied to that effect.
- (j) 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.

16. Detectives Allowance

- (a) Detectives attached to designated units as approved by the Commissioner and published in the Police Gazette shall receive an allowance of 5% of the members base annual salary.
- (b) This allowance applies to the ranks of Senior Sergeant and below.
- (c) For the purpose of this clause a "Detective" shall mean a member who has qualified to and is designated as a Detective.
- (d) A member otherwise performing investigative duties not in receipt of this allowance, shall continue to receive the spending allowance, in areas where that allowance is payable.
- (e) Detectives in receipt of this allowance are not eligible to receive the spending allowance.
- (f) This allowance shall continue to be paid on personal leave without a certificate for the first 2 days of absence in any year, on personal 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.
- (g) This allowance shall not apply to a member whilst on leave without pay.
- (h) Where a Detective is engaged in part time employment this allowance shall be paid proportionate to the hours of work.

17. Tactical Operators Allowance

- (a) Members attached to the Territory Response Group shall receive an allowance of 5% of the top salary increment for Senior Constable First Class (7 weeks leave).
- (b) This allowance applies to the ranks of Senior Sergeant and below.
- (c) This allowance is paid in lieu of Camping Equipment Allowance, Close Personal Protection Allowance and reimbursement for Personal Training shoes.
- (d) This allowance shall continue to be paid on personal leave without a certificate for the first 2 days of absence in any year, on personal 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.
- (e) This allowance shall not apply to a member whilst on leave without pay.
- (f) Where a member is engaged in part time employment this allowance shall be paid proportionate to the hours of work.

18. 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.

19. On Call Allowance

- (a) The Commissioner may roster or direct a member to be On Call and hold themselves in readiness to perform overtime within designated units as approved by the Commissioner and published in the Police Gazette.
- (b) Notwithstanding clause 19(a), payment of this allowance to members in other operational areas will only be payable with the express prior approval of the Commissioner.
- (c) 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.
- (d) The Commissioner shall not approve payment of the On Call Allowance unless satisfied that the requirements of this clause have been complied with.
- (e) Except with express prior 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.
- (f) 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 Sergeant on the top salary increment (7 weeks leave).
- (g) The minimum payment shall be for 8 hours.
- (h) Where a member on call is required to return to duty, they shall be paid in accordance with the Overtime Payment provisions of Clause 257 for the hours worked.
- (i) Where a member is required to be on call on a rostered day off (RDO) or for a period greater than 7 days in any 14 day period, the rate of on-call allowance will be paid at 7.5% of the hourly rate of a Senior Sergeant on the top salary increment (7 weeks leave).

- (j) The provisions of this clause are not available to a member who has made a claim under Clauses 20, 21 and 28 of this Consent Agreement or Clause 21 of Determination No 1 of 2011 for the same period.

20. 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 clause 27 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).
- (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.

21. Dog Handlers Allowance

A member who is in a gazetted dog handler's position and is required to care and maintain the dog/s during hours rostered off duty, shall be paid an allowance of 12% of the hourly rate of a Senior Constable on top salary increment (7 weeks leave).

22. Northern Territory Allowance

Clause 17 of Determination No. 1 of 2011 is varied for the life of this Agreement.

- (a) Only a member in receipt of the Northern Territory Allowance on the day prior to the certification of this Agreement will be eligible to continue to receive the allowance as per clause 17 of Determination No. 1 of 2011.

23. Territory Duty Superintendent

- (a) For the purpose of this clause 'Territory Duty Superintendent' means a member who performs duties as a Territory Duty Superintendent in accordance with a continuing 24 hour shift roster.
- (b) Territory Duty Superintendents shall be subject to the terms and conditions of clause 25, with the exception of clauses 25(g)(ii) through 25(g)(vi) and 25(j). The Hours of Duty provisions at clause 126 of Determination No. 1 of 2011 do not apply.
- (c) Territory Duty Superintendents shall receive the General Policing Allowance in accordance with clause 15.
- (d) Payment of the General Policing Allowance shall be in addition to the Public Holidays and Penalty Payments provisions prescribed by clauses 127 and 128 of Determination 1 of 2011.

24. Water Police Section – Allowance and Conditions

Clause 20 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (a) Notwithstanding anything contained in this Consent Agreement or Determination No 1 of 2011, a member whilst employed on an ocean-going patrol vessel under the control of the Water Police shall:
 - (i) be provided with provisions on the vessel at the expense of the Commissioner;
 - (ii) where the vessel is absent overnight from its home port be paid "at sea" allowance equal to the non-commercial travelling allowance, for each day calculated from the time of commencing duty prior to the vessel sailing to the time of ceasing duty following the completion of the tour of duty on the vessel;
 - (iii) where the vessel is absent from its home port be paid, in lieu of travelling allowance, an allowance equal to 37.5% of the daily base salary applicable to a Senior Constable for each day calculated from the time of commencing duty prior to the vessel sailing to the time of ceasing duty following the completion of the tour of duty on the vessel in lieu of all penalty payments, meal allowances and overtime.
- (b) For the purpose of clauses 24(a)(i) and (ii) a part day shall be paid on a pro-rata basis.
- (c) Where at any time a member is not rostered for duty and that member is required to commence duty prior to going to sea, or is required to be at sea on a rostered day off duty, that member shall not be paid the allowance prescribed

in clause 24(a) but shall be entitled to overtime in accordance with the overtime provisions set out under clause 27 for any time worked.

PART 3 – HOURS OF DUTY AND ROSTERING

25. Hours of Duty and Rostering

(a) Introduction of Centralised Workforce Management

The parties agree to establish a working party to develop and implement a centralised workforce management framework/capability during the first 12 months of the Agreement to meet the demands of the Agency as well as delivering fair and reasonable rostering arrangements for members.

(b) Hours of Duty and Rosters

Clauses 35 to 44 of Determination No. 1 of 2011 are varied for the life of this Agreement and replaced with the following.

(c) Rosters

- (i) Rosters for each work unit shall conform to the requirements of these provisions and such other clauses of Determination No. 1 of 2011 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.
- (ii) 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.
- (iii) The Commissioner may cause an existing roster to be reviewed in consultation with the members of the work unit and the NTPA. Any subsequent changes will be managed in accordance with Clause 7.
- (iv) Where agreement cannot be reached at any time between the member and the Commissioner, a compliant roster will be developed and worked in accordance with the requirements of these provisions.
- (v) 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.

(d) Shift Definitions

The following shift definitions shall apply:

- (i) Day shift means any shift commencing at or from 0500 hours or concluding at or before 1900 hours.

- (ii) Evening shift means any shift concluding after 1900 hours and at or before 0200 hours.
 - (iii) Night shift means any shift commencing after 1900 hours or concluding after 0200 hours.
- (e) Rostered Hours
 - (i) 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.
 - (ii) The number of ordinary rostered hours to be worked by a member on any one day or shift shall be a minimum of 8 hours and up to a maximum of 12 hours.
 - (iii) Subject to operational requirements, a member shall not be required to work more than 7 continuous shifts in any roster period or across adjoining roster periods.
- (f) Display of Rosters
 - (i) The roster for each work area shall be easily accessible to all members in the work area.
 - (ii) The roster shall be readily accessible in electronic format a minimum of 14 days in advance of the date it is due to commence.
- (g) Changes to a Member's Roster
 - (i) A member may request a swap of a rostered shift with another member provided the other member and the Officer in Charge agree to the swap and the shift duration is like for like.
 - (ii) Where a member's rostered shift(s) is changed without the consent of the member, including for a planned special operation, 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.
 - (iii) A "planned special operation" for the purpose of clause 25(g)(ii) shall mean an operation approved by a Commander or above, the subject of a written operations order and arising out of or from gathered or received intelligence.
 - (iv) Where a non-consensual change of roster does not represent a change of shift as defined at clause 25(d) 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.
 - (v) Alterations to the roster pursuant to clause 25(g)(ii) may not increase the total number of hours worked by a member in that roster period, otherwise normal overtime provisions apply.

- (vi) Where a non-consensual change of roster involves the requirement to work on a day which was a rostered day off and this was not 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, the member will be entitled to the appropriate overtime rate for the duration of the newly rostered shift in lieu of the rate specified in Clause 25(g)(ii)
- (vii) A roster may be changed in the following circumstances, without penalty:
 - (a) where the Commissioner reasonably determines that an emergency situation or disaster, as defined in the Northern Territory Emergency Management Act will or is likely to be declared (for example, the activation of a cyclone plan) or such emergency or disaster is actually declared; or
 - (a) the Commissioner reasonably determines that a major unforeseen policing demand/s has emerged, or is likely to emerge from intelligence obtained from the time of posting of the roster; or
 - (b) Where the member requests and has been approved a change in the roster.
- (viii) 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.
- (ix) 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.
- (h) Hours for Shift Workers and Rostered Days Off
 - (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 1900 hours and 0500 hours for more than 16 shifts in each period of 25 working days.
 - (ii) A member shall not be rostered to perform night shift duty for more than 8 shifts in 25 working days.
 - (iii) A member shall be entitled to at least 10 rest days in each 35 day roster period.
 - (iv) A rest day shall be one calendar day off duty.

Example: A member finishing a nightshift on a Monday and rostered on two days off shall commence the rostered days off on the Tuesday following the completion of that nightshift and shall not be rostered on for another shift until the following Thursday.
 - (v) Where practicable, two 24 hour rest periods shall be rostered consecutively.
 - (vi) Every member shall have a minimum of 2 weekends rostered off duty in each 35 day roster period.

- (vii) Subject to this clause, every break between rostered shifts must be at least 10 hours in length.
 - (viii) Quick changes, that is a break between shifts or more than 8 hours but less than 10 hours shall only be permissible by consent of the parties in accordance with clause 25(c).
 - (ix) 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.
 - (x) 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.
 - (xi) Every reasonable effort will be made 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.
- (i) Meal Break
- (i) 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.
 - (ii) Supervisors must be vigilant in administering this provision by ensuring, where possible, that members avail themselves of a meal break.
 - (iii) 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 25(i)(i), shall be entitled to a meal allowance at the approval of the supervisor.
 - (iv) Payment of this meal allowance will be at the same rate as the overtime meal allowance.
- (j) Rostering for Court Attendance
- (i) Where a member is advised of a court attendance with greater than 72 hours notice, and the member elects to do so, the roster will be amended, where practicable, to a day shift to accommodate the court attendance.
 - (ii) Where the roster cannot be amended due to operational requirements, the member will be stood down from duty from their next rostered shift commencing on the same duty day for a period of at least 10 hours from the time she or he is excused from attendance at court.

26. Part Time Employment

Clause 56 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (a) Part time employment arrangements are available to all members. Approval is subject to operational requirements.
- (b) As far as practicable, members applying for part time employment will be retained in the same Unit. If members cannot be retained in their current location, efforts will be made to place them in another Unit within the same Command.
- (c) Guidelines for the application, approval and continuation of part time employment arrangements shall be provided for under the Flexible Working Arrangements Guidelines. Changes to these guidelines will be subject to consultation with the NTPA in accordance with the Change Management provisions.
- (d) 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.
- (e) All members shall comply with the part time employment guidelines.
- (f) Hours of duty:
 - (i) members on part time employment must work a minimum of 8 hours or a maximum of less than 40 hours per week.
 - (ii) the minimum and maximum number of ordinary hours to be worked per shift is 4 hours and 12 hours respectively.
 - (iii) when compiling duty rosters for a member on part time employment, it will be necessary to indicate the day/s upon which duty will be required, rest days and off duty. It is expected that, under normal circumstances, duty days involved in part time employment arrangements will fall on the same days each week, thereby alleviating rostering difficulties.
- (g) The meal break provisions provided for at clause 25(i) shall apply when the member is rostered to be on duty for a minimum of 6 hours.
- (h) Staffing provisions:
 - (i) before a member is granted part time employment, the Divisional Officer must indicate in what way the duties of the member will be covered during the part time employment period (e.g. not undertaken, undertaken by higher duties).
 - (ii) the Divisional Officer will give this aspect consideration when considering the application.
- (i) Except where otherwise provided for in this Agreement, a part time member will be entitled to all conditions of employment applicable to a full time member on a pro rata basis.

- (j) Overtime:
 - (i) members on part time employment should only be required to work overtime in exceptional circumstances.
 - (ii) Normal overtime provisions will apply:
 - (a) Where a member is called out; or
 - (b) Is required to work outside their normal rostered shift for the day in excess of 8 hours for that shift.
 - (iii) where a member works overtime to cover an additional shift(s), overtime rates will only be paid for time worked in excess of 40 hours for that week. Payment at normal rates is made for those additional hours worked up to 40 hours.
- (k) Entitlement to service increments will be on the basis of having worked the same chronological time that entitles a full time member to an increment, regardless of the number of hours worked.
- (l) Where a member on part time employment 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 employment.
- (m) Superannuation contributions whilst on part time employment:
 - (i) Members appointed prior to 10 August 1999 must maintain their superannuation contributions to the Commonwealth Superannuation Scheme or NTGPASS.
- (n) Members applying for promotional positions are required to meet all the conditions of such a position, including full time work where the Commissioner requires such attendance and is not able to grant part time employment arrangements.
- (o) Changes to agreed hours of work originally established may be made in writing by mutual agreement between the Commissioner and the member.

27. Overtime

Clause 45.1 to 45.13 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (a) This clause applies to the ranks of Senior Sergeant and below. It does not apply in the case of recruits undertaking duties in accordance with the training schedule.
- (b) No time worked by any member in excess of their rostered shift shall entitle that member to payment for overtime unless such excess time was worked at

prior direction of a member at or above the rank of Senior Sergeant for Sergeants and below; or at or above the rank of Superintendent for a Senior Sergeant. If circumstances do not permit prior direction, approval must be sought at the first opportunity.

Overtime Rate

- (c) Approved overtime shall be paid for as follows:
 - (i) on a public holiday - at the rate of double time and a half based on the member's annual salary rate;
 - (ii) on a Saturday or a Sunday - at the rate of double time based on the member's annual rate;
 - (iii) on any other day - at the rate of time and a half based on the member's annual salary rate.
- (d) Where any overtime worked falls within more than one category as described in (c), such overtime shall be subject to payment at the higher applicable rate for the actual hours worked on the date in question.

Standard Overtime (Continuation of shift)

- (e) Subject to prior direction requirements contained within clause 27 (b) a member performing overtime as a continuation of a rostered shift will be entitled to overtime payments for the number of hours (or parts thereof) at the overtime rates contained within clause 27(c).

Overtime with prior notice

- (f) Prior notice means where a member is notified prior to the cessation of duty on their last ordinary shift of the time at which they were to report for overtime duty.
- (g) Where a member is provided prior notice to perform rostered overtime duty that is not continuous with any ordinary shift, the minimum payment for the overtime duty will be four (4) hours at the prescribed overtime rate.
- (h) Where a member is required to perform overtime with prior notice and the reason for such overtime duty ceases to exist, the member shall be entitled to cease duty forthwith. A member who is performing overtime between normal rostered shifts under this section will be paid for the 'actual hours of work' for the period of overtime or a minimum of four (4) hours, whichever is the greater.

Recall to duty

- (i) Where prior notice of overtime was not given to a member prior to them leaving duty on their last ordinary shift or overtime shift, but approval is provided for the member to perform overtime outside normal rostered shifts, payment for

the overtime performed shall be made at double time for a minimum of two (2) hours, inclusive of the time necessarily spent in travelling to and from duty.

- (j) Where the reason for the recall to duty ceases to exist, no payment shall be made for any subsequent recall to duty until two (2) hours have elapsed from the commencement of the previous call-out.

Respite from Duty

- (k) A member may be relieved from duty on their next rostered shift without deduction from salary where, in the opinion of a Superintendent or above, it is essential in the interest of health to provide respite from work to a member who has been called up for overtime at a time when the member would not ordinarily have been on duty. The period of respite should not exceed the number of overtime hours worked. In no case shall the period of respite from duty extend into a second rostered shift.
- (l) The provisions of clause 27(k) shall apply equally in the event of a member being required to work overtime beyond the rostered time of finishing.
- (m) This clause shall not apply to members whose duty for the day is varied by alterations to the commencement time of the rostered shift to meet a disaster or emergency.

28. Travel Time

- (a) Clauses 45.14 to 45.18 of Determination No. 1 of 2011 are varied for the life of this Agreement as follows:
 - (i) A member travelling on a rostered duty day other than for a purpose described in clause 28(a)(v) shall be paid at ordinary rates on days other than Sundays and Public Holidays and at time and one-half rates on Sundays and Public Holidays for time necessarily spent in travel in excess of the usual hours of duty for the day.
 - (ii) Travelling time shall not include time of travel by train in excess of their normal rostered shift where a sleeping berth is provided other than for the purpose of clause 28(a)(iv).
 - (iii) Payment under clause 28(a)(i) shall not be made for more than 5 hours in any one day. A member undertaking travel in accordance with clause 28(a)(i) shall be entitled to overnight accommodation en-route to their final destination where the intended travel exceeds their normal rostered hours of work and further hours up to 13 hours in any one day.
 - (iv) A member who travels in accordance with these provisions shall be entitled to an overtime meal allowance provided for under clause 46 of Determination No. 1 of 2011 where travel is in excess of 4 hours of the member's normal rostered hours of duty.

- (v) A member travelling on duty and at the direction of the Commissioner performing official duty while so travelling shall be entitled to payment of overtime under the prescribed conditions.
- (vi) Payment for travel time shall be made on the earliest practicable pay-day following the conclusion of the fortnight during which the member became entitled to payment for overtime.

PART 4 –LEAVE

29. Leave Management

- (a) In administering the recreation leave and long service leave provisions, managers responsible for approving leave and maintaining work rosters shall comply with the agreed Recreation Leave Management Principles as provided herein.
- (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 clause 29(c) below apply to this decision-making process.
- (c) Recreation leave is taken annually by members 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.
- (d) Members have an obligation to have an active involvement in ensuring they plan ahead and take their leave.
- (e) 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.
- (f) Subject to clauses 29(l) and (m) 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; and
 - (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.

- (g) Each year's leave roster must include, for every member, either:
 - (i) at least a total of the 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).
- (h) 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.
- (i) Managers are required to consult with members who are required by the Long Service Leave provisions of Determination No.1 of 2011 to take long service leave.
- (j) Members who are required by 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.
- (k) Mechanisms are to be put in place so there is consistency in decision-making about the granting or refusal of leave across the NTPF.
- (l) 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.
- (m) Where the NTPF compulsorily transfers a member, the member's leave is not to be changed without the informed consent of the member.

30. Special Leave and Career Breaks

Clause 58 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

Special Leave

- (a) The Commissioner may grant to a member special leave with pay for any period or periods, but any days over three days in any year of service shall be deducted from the member's recreation leave credits.
- (b) Subject to the Commissioner's determination, special leave granted under this clause may be utilised for participation in:
 - (i) sporting events;
 - (ii) recognised National policing events; or
 - (iii) for any other purpose as approved by the Commissioner.

Career Break

- (c) Subject to operational requirements and identification of sufficient cause, the Commissioner may grant to a member a career break.
- (d) Career breaks are a work-life balance initiative that may be used to engage in activities such as full-time family responsibilities, professional development opportunities, study or travel.
- (e) Members seeking a career break for the purpose of secondary employment must apply for approval to undertake that employment in accordance with the Outside Employment Instruction and Procedure.
- (f) A member will relinquish their position when taking a career break, but will return at the same rank, pay level, and geographical location, other than isolated stations.
- (g) A member must utilise all accrued leave entitlements prior to proceeding on any period of leave without pay. This requirement does not apply to a career break for the purposes of secondary employment.
- (h) Leave without pay granted in conjunction with a career break will not exceed a period of 12 months at any one time.
- (i) Any periods of leave without pay granted under this clause shall not count as service for any purpose, unless the Commissioner directs that the periods shall be so included.

- (j) A member who is granted leave without pay will not be permitted access to accrued leave entitlements or any condition of service during the period/s of leave without pay.

31. Parental Leave

- (a) Relationship with National Employment Standards

This clause is to be read in conjunction with the National Employment Standards to the extent that if this clause provides a lesser entitlement than the National Employment Standards, the National Employment Standards will apply.

- (b) Application

Full-time and part-time members are entitled to parental leave under this clause if the leave is associated with:

- (i) the birth of a child of the member or the member's spouse (includes a child born of a surrogacy arrangement); or
- (ii) the placement of a child with the employee for adoption; and

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

- (c) Definitions

For the purpose of this clause:

- (i) **appropriate safe job** means a safe job that has:
 - (a) the same ordinary hours of work as the member's present position; or
 - (b) a different number of ordinary hours agreed to by the member.
- (ii) **child** means:
 - (a) in relation to birth-related leave, a child (or children from a multiple birth) of the member or the member's spouse;
 - (b) in relation to adoption-related leave, a child (or children) who will be placed permanently with a member.
- (iii) **continuous service** in relation to a period of service by a member, means a period of service with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, or the Northern Territory.
- (iv) **day of placement** refers to the adoption of a child and means the earlier of the following days:

- (a) the day on which the employee first takes custody of the child for the adoption;
 - (b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
 - (v) **de facto partner** means a person who, although not legally married to the member, lives with the member in a relationship as a couple on a genuine domestic basis (whether the member and the person are of the same sex or different sexes); and includes a former de facto partner of the member.
 - (vi) **member couple** means a couple who are accessing the benefits of clause 31(n) both of whom are NTPF members and have completed a minimum of 12 months continuous service and whom are both eligible for paid parental leave whether under primary caregiver parental leave or the partner leave provisions.
 - (vii) **medical certificate** means a certificate signed by a medical practitioner.
 - (viii) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
 - (ix) **primary caregiver** means the person who is the primary carer of a newborn or newly adopted child at the time of birth or adoption and who continues to be the primary carer immediately following birth or day of placement. The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary carer. In most cases, the primary carer will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
 - (x) **spouse** includes a de facto partner or former spouse.
- (d) General Conditions
- (i) Except where otherwise stated in this clause, parental leave is available to only one parent at a time in a single continuous period.
 - (ii) Weekends, public holidays and rostered days off are part of parental leave and do not extend the period of leave.
 - (iii) During a period of parental leave relating to the birth or adoption of a child a member may require parental leave for the birth or adoption of a subsequent child. A member can elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.
- (e) Types of Parental Leave

Parental leave entitlements are summarised in the following table:

	Paid Leave	Unpaid Leave	Total	Refer Clause
Primary Caregiver Parental Leave – <i>commences before or from birth or day of placement</i>				
Less than 12 months continuous service	0	52 weeks	52 weeks	31(f)(ii)
At least 12 months and less than 5 years continuous service	14 weeks (or 28 weeks half pay)	142 weeks	156 weeks (3 years)	31(f)(iii)(a)
5 or more years continuous service	18 weeks (or 36 weeks half pay)	138 weeks	156 weeks (3 years)	31(f)(iii)(b)
<i>Pro rata paid primary caregiver parental leave</i>				
5 years continuous service achieved during first 18 weeks of parental leave	14 weeks + pro rata paid leave applicable after reaching 5 years continuous service (up to 4 weeks)	142 weeks minus any pro rata paid leave	156 weeks (3 years)	31(f)(iii)(c)
12 months continuous service achieved during first 14 weeks of parental leave	Pro rata paid leave applicable after reaching 12 months continuous service (up to 14 weeks)	52 weeks minus any pro rata paid leave	52 weeks	31(f)(iv)
Partner Leave				
<i>Up to 8 weeks leave associated with time of birth/adoption (or in separate periods in first 12 months) where member's partner is primary carer at time of birth/adoption</i>				
Less than 12 months continuous service	0	8 weeks	8 weeks	31(g)(ii)(a)
At least 12 months and less than 5 years continuous service	1 week (or 2 weeks at half pay)	7 weeks	8 weeks	31(g)(ii)(b)

	Paid Leave	Unpaid Leave	Total	Refer Clause
5 or more years continuous service	2 weeks (or 4 weeks at half pay)	6 weeks	8 weeks	31(g)(ii)(c)
Longer partner leave: up to 3 years or 12 months – not primary carer – may commence at a time after birth or day of placement – must end within 3 years or 12 months of birth/adoption (whichever is applicable)				
Less than 12 months continuous service	0	52 weeks	52 weeks	31(g)(iv)(a)
At least 12 months continuous service	0	156 weeks (3 years)	156 weeks (3 years)	31(g)(iv)(b)
<i>In relation to Partner Leave an employee with at least 12 months continuous service may be eligible for some paid leave during the three year period. (See clauses (v) and (vi)).</i>				
Pre-Adoption Leave - All members	-	2 days	2 days	31(i)
Special Maternity Leave	Refer clause 31(j)			
Paid no safe job leave - Full-time and part-time members	The 'risk period' as per medical certificate	0	The 'risk period' as per medical certificate	31(m)(i)
Unpaid no safe job leave -	0	The 'risk period' as per medical certificate	The 'risk period' as per medical certificate	31(m)(ii)

(f) Primary Caregiver Parental Leave

- (i) Only one parent can receive primary caregiver parental leave entitlements in respect to the birth or the adoption of their child. A member cannot receive primary caregiver parental leave entitlements:
 - (a) if their spouse is, or will be, the primary caregiver at, and immediately following, the time of the birth or day of placement of their child; or
 - (b) if the member has taken, or is eligible for, partner leave entitlements under clause 31(g) in relation to their child.

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

- (ii) A member with less than 12 months continuous service at the time of commencing parental leave, who will be the primary caregiver of their child is entitled to up to 52 weeks unpaid parental leave.
- (iii) A member who has completed at least 12 months continuous service at the time of commencing parental leave and who will be the primary caregiver of their child is entitled to up to three years primary caregiver parental leave, comprising:
 - (a) where continuous service completed at the time of commencing parental leave is at least 12 months and less than five years: 14 weeks paid parental leave and 142 weeks unpaid parental leave; or
 - (b) where continuous service completed is five or more years at the time of commencing parental leave: 18 weeks paid parental leave and 138 weeks unpaid parental leave; or
 - (c) where the member will achieve five years continuous service (the qualifying period) during the first 18 weeks of their parental leave: the first 14 weeks will be paid and the portion of leave (up to 4 weeks) after the end of the qualifying period will be paid. Any remaining balance, up to three years, will be unpaid parental leave.
 - i. The member is not entitled to receive more than 18 weeks paid parental leave.
 - ii. With the exception of any period during which the member is engaged in outside employment during normal working hours, in the first 18 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable a member to access the pro rata paid leave in clause 31(f)(iii)(c).

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

- (iv) A member who will achieve 12 months continuous service (the qualifying period) during the first 14 weeks of their parental leave and who will be the primary caregiver of their child is entitled to up to 52 weeks of parental leave, comprising:
 - (a) unpaid parental leave from commencement of parental leave until the time the member has achieved 12 months continuous service; and
 - (b) paid parental leave for any period after the qualifying period and up to 14 weeks from the commencement of parental leave; and
 - (c) unpaid parental leave, up to 52 weeks, for the remaining balance.
 - (d) The member is not entitled to receive more than 14 weeks paid leave.
 - (e) With the exception of any period during which the member is engaged in outside employment during normal working hours, in the

first 14 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable the member to access the pro rata paid leave in clause 31(f)(iv).

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

(v) Commencement of Primary Caregiver Parental Leave

- (a) A member who is pregnant may commence primary caregiver parental leave at any time within six weeks immediately prior to the expected date of birth of the child. The period of parental leave must commence no later than the date of the birth of the child.
- (b) A member who is adopting a child may commence primary caregiver parental leave at any time in the two weeks before the day of placement.
- (c) In all other cases, primary caregiver parental leave commences on the date of birth or day of placement of the child.

(vi) Where a member's child dies during a period of primary caregiver leave, the member may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the member elects to resume duty, in which case the provisions of clause 31(s) apply.

(vii) A member is not entitled to primary caregiver leave unless the notice and evidence requirements in clause 31(h) have been complied with.

(g) Partner Leave

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

- (a) up to eight weeks partner leave within the first 12 months of the birth or adoption of their child, taken at the same time member's spouse may be on leave, which can be taken in one block or broken into separate periods (refer clause 31(g)(ii)); and
- (b) where a member requires a longer period of partner leave, up to 12 months or 3 years depending on the member's years of continuous service (refer clause 31(g)(iii)).

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

Eight Weeks Partner Leave

(ii) A member is entitled to up to 8 weeks partner leave, comprising:

- (a) where continuous service is less than 12 months at the time of commencing partner leave: eight weeks unpaid partner leave; or
 - (b) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: one week paid partner leave and seven weeks unpaid partner leave; or
 - (c) where continuous service completed is five or more years at the time of commencing partner leave: two weeks paid partner leave and six weeks unpaid partner leave.
- (iii) The eight week partner leave entitlements:
- (a) are an exception to the rule that parental leave is to be available to only one parent at a time in a single continuous period;
 - (b) are to be taken in the first 12 months from date of birth or day of placement of the child;
 - (c) may commence one week prior to the expected date of birth of the child or the time of placement in the case of adoption. The Commissioner and employee may agree to alternative arrangements regarding commencement of partner leave;
 - (d) can be taken in separate periods, but each block of partner leave must not be less than two weeks, unless the Commissioner agrees otherwise;
 - (e) requires the member to give notice to the Commissioner at least 10 weeks before first starting the leave, and at least four weeks notice before starting any subsequent period of leave. If that is not practicable, as soon as practicable, which may be a time after the leave has started; and
 - (f) the notice must specify the intended start and end dates of the leave.

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

- (iv) A member is entitled to a period of longer partner leave as follows:
- (a) A member with less than 12 months continuous service at the time of commencing parental leave, up to 12 months unpaid parental leave, provided such leave must end within 24 months of the date of birth or day of placement of their child.
 - (b) A member with at least 12 months continuous service at the time of commencing parental leave up to three years unpaid parental leave, provided such leave must end within 3 years of the date of birth or day of placement of their child.
 - (c) Partner leave may commence at a date later than the date of birth or day of placement of their child but must not extend beyond specified limits under this clause.
 - (d) A member is not entitled to the longer partner leave unless the notice and evidence requirements in clause 31(h) have been complied with.

- (v) A member, not entitled to Combined Parental Leave in clause 31(n), may be entitled to have a portion of their unpaid longer partner leave under clause 31(b)(iv) paid, subject to the following:
 - (a) the member's spouse was the primary caregiver at and immediately following the time of the birth or placement of the child; and
 - (b) the employee's spouse has ceased to be the primary caregiver (eg returned to work) before the child is 14 weeks old or within 14 weeks from placement in the case of adoption;
 - (i) The reference to '14 weeks' in clause 31(g)(v)(b) to be read as '18 weeks' where a member has five or more years continuous service at the time of commencing longer partner leave.
 - (c) as a consequence of the member's spouse no longer able to be the primary caregiver (eg returning to work), the member has taken over caring responsibilities for the child such that the member is the person who now meets the child's physical needs more than anyone else;
 - (d) the notice and evidence requirements for taking longer partner leave in clause 31(h) have been complied with; and
 - (e) the amount of paid leave available is as per clause 31(g)(vi).
- (vi) A member eligible for paid longer partner leave under clause 31(g)(v) may access a period of paid leave as follows:
 - i. where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years - the period starting from the date the member took over caring responsibilities from the member's spouse up to a maximum of 14 weeks from the birth or placement of the child; or
 - ii. where continuous service completed is five or more years at the time of commencing partner leave - the period starting from the date the member took over caring responsibilities from the member's spouse up to a maximum of 18 weeks from the birth or placement of the child.

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

(h) Notice and Evidence Requirements

- (i) A member must give the Commissioner the following notice and evidence in relation to parental leave under clause 31(f) (primary caregiver) or clause 31(g)(iv) (longer partner leave):
 - (a) At least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates.
 - (b) At least four weeks before the intended commencement of parental leave, the member must confirm in writing the intended start and end dates of the parental leave, or advise the Commissioner of any changes to the notice provided in clause 31(h)(i)(a), unless it is not practicable to do so.
 - i. At this time, the member must also provide a statutory declaration stating that the member will become either the primary caregiver (relates to primary caregiver leave) or have a responsibility for the care of the child (relates to partner leave), as applicable, at all times whilst on leave.
 - (c) The member will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstance. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.
- (ii) A member who has given the Commissioner notice of the taking of parental leave must give the Commissioner evidence that would satisfy a reasonable person:
 - (a) if the leave is birth-related leave – of the date of birth, or the expected date of birth, of the child; or
 - (b) if the leave is adoption-related leave – of the day of placement, or the expected day of placement, of the child.
- (iii) Without limiting clause 31(h)(ii), the Commissioner may require the evidence to be a medical certificate.
- (iv) A member applying for paid partner leave under clauses 31(g)(v) and 31(g)(vi) will be required to provide the Commissioner with evidence that would satisfy a reasonable person that the member's spouse is no longer able to be the primary caregiver of the couple's child.

(i) Pre-adoption Leave

- (i) A member seeking to adopt a child is entitled to up to two days unpaid leave to attend any interviews or examinations required in order to obtain approval for the member's adoption of a child.
- (ii) Such leave may be taken as a block of two days or any separate periods as agreed between the member and the Commissioner.

- (iii) A member must provide the Commissioner with notice of the taking of leave under this clause as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
 - (iv) The Commissioner may require the member to provide satisfactory evidence supporting the pre-adoption leave.
- (j) Special Maternity Leave
- (i) This clause applies where a pregnant member has not yet commenced parental leave and the member requires special maternity leave because:
 - (a) the member has a pregnancy-related illness; or
 - (b) the member has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
 - (ii) Special maternity leave is in addition to any personal leave entitlements available to a member. A member may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
 - (iii) The period of special maternity leave that a member is entitled to take is such period as a medical practitioner certifies as necessary.
 - (iv) Special maternity leave must end before the member starts primary caregiver leave.
 - (v) Special maternity leave taken by the member because the member has a pregnancy-related illness:
 - (a) will be unpaid;
 - (b) must end before the member starts any period of primary caregiver parental leave; and
 - (c) will not be deducted from the maximum period of primary caregiver parental leave that the member is entitled to take.
 - (vi) Special maternity leave taken by the member in all other circumstances permitted under this clause will be:
 - (a) unpaid if the pregnancy ends more than 20 weeks before the expected date of birth;
 - (b) unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the member has not completed 12 months continuous service at the time of commencing leave; or
 - (c) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the member has completed 12 months continuous service at the time of commencing leave; or
 - (d) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the member has

completed five years continuous service at the time of commencing leave.

- (vii) Where a member's qualifying period of 12 months continuous service referred to in clause 31(j)(vi)(c) ends within 14 weeks of the date on which the employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (viii) Where a member's qualifying period of five years continuous service referred to in clause 31(j)(vi)(d) ends within 18 weeks of the date on which the member commenced leave, the first 14 weeks will be paid and any additional leave (up to four weeks) will only apply for that period of the 18 week period commencing after the end of the qualifying period.
- (ix) To be entitled to special maternity leave a member must as soon as is reasonably practicable, give the Commissioner a written application stating the date on which the member proposes to commence the leave and the period of leave to be taken; and
 - (a) in the case of special maternity leave taken because of pregnancy-related illness, a medical certificate from a medical practitioner stating that the member is unfit to work for a stated period because of a pregnancy related illness; or
 - (b) in the case of special maternity leave taken in all other circumstances permitted under this clause, a medical certificate from a medical practitioner stating that:
 - i. the member's pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child; and
 - ii. the member will be unfit for work for a stated period.
- (k) Continuing to work while pregnant
 - (i) Where a member continues to work within the six week period immediately prior to the expected date of birth, the member must provide a medical certificate stating that the member is fit to work their normal duties.
 - (ii) The Commissioner may require the member to start parental leave if the member:
 - (a) does not give the Commissioner the requested medical certificate within seven days after the request; or
 - (b) within seven days after the request for the certificate, give the Commissioner a medical certificate stating that the member is unfit for work.

(l) Transfer to a Safe Job

- (i) Where a member is pregnant and a medical practitioner has certified that an illness or risks arising out of the member's pregnancy or hazards connected with the work assigned to the member make it inadvisable for the member to continue in their present work for a stated period (the risk period), the Commissioner will, if there is an appropriate safe job available and if reasonably practicable, transfer the member to an appropriate safe job during the risk period.
- (ii) A member transferred to an appropriate safe job will have no other change to the member's terms and conditions of employment until commencement of parental leave.
- (iii) During the risk period the member is entitled to the member's base rate of pay (for the position the member was in before the transfer) for the ordinary hours that the member works in the risk period.
- (iv) If the member's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

(m) No Safe Job Leave (Paid / Unpaid)

(i) Paid no safe job leave

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

- (a) the member is entitled to primary caregiver leave; and
- (b) the member has complied with the notice and evidence requirements of clause 31(h) for taking parental leave;

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

(ii) Unpaid no safe job leave

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

- (a) the member is not entitled to primary caregiver or partner leave; and
- (b) if required by the Commissioner, the member has provided a medical certificate certifying of the pregnancy;

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

(n) Combined Parental Leave

- (i) A member couple (as defined in clause 31(c)(vi)), provided each satisfies the service requirements, may elect to combine their parental leave entitlements provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three years from the commencement of the leave.
- (ii) Combined Parental Leave is subject to:

- (a) compliance with all applicable notice and evidence requirements for taking parental leave under this clause;
- (b) the eight week partner leave entitlement (where both members take parental leave at the same time) being used by the member couple for a maximum of eight weeks and in accordance with partner leave provisions as set out in clause 31(g)(ii);
- (c) the balance of the combined leave being used by one of the member couple who has submitted a statutory declaration in which the member has stated that they will have a responsibility for the care of the child for the total remaining unpaid leave balance;
- (d) a maximum of two interchanges of members sharing the combined parental leave;
- (e) where a member couple combine their paid parental leave entitlements and one of the member couple takes a period of paid leave as part of the combined paid leave balance, the member shall be paid at their salary for the period of leave; and
- (f) both members need to apply to utilise parental leave.

(o) Parental Leave at Half Pay

- (i) A member who is entitled to paid parental leave may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.
- (ii) Where a member utilises half pay parental leave:
 - (a) leave entitlements will accrue as if the member had utilised the amount of parental leave at full pay;

For example, if a member utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the member had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay.
 - (b) salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay; and
 - (c) the maximum period of parental leave will not be extended.

(p) Access to Other Leave Entitlements While on Parental Leave

- (i) A member on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
- (ii) Taking other paid leave in conjunction with parental leave:
 - (a) does not break the continuity of the period of parental leave; and
 - (b) the maximum period of parental leave will not be extended.

(q) Employment While on Parental Leave

(i) Employment (other than keeping in touch days)

Where the Commissioner agrees, a member on unpaid parental leave may return to duty for any period with the agency, or another agency, to undertake duties for specified periods during the member's parental leave. The member is required to make application in writing for such.

(ii) Keeping in touch days

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

(b) Payment for keeping in touch days:

- i. during unpaid leave a member will be paid their normal salary for the days (or part days) work is performed; or
- ii. during paid parental leave a member will be paid their normal salary for the days (or part days) work is performed and the Commissioner will authorise the equivalent period of paid parental leave to be re-credited.

(c) After considering all the circumstances, including any employment under clause 31(q)(i), the Commissioner may approve an amount of keeping in touch days in excess of 10 days.

(iii) A member on unpaid parental leave may only engage in outside employment in accordance with the relevant Outside Employment framework in force from time to time.

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

- (a) prevent the member from re-commencing parental leave; or
- (b) extend the maximum period of parental leave.

(r) Consultation and Communication During Parental Leave

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

- (a) make information available; and
- (b) provide an opportunity for the member to discuss

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

(ii) The member will take reasonable steps to inform the Commissioner about any significant matter that will affect the member's decision regarding the duration of parental leave to be taken, whether the member

intends to return to work and whether the member intends to request to return to work on a part-time basis in accordance with clause 31(s)(v).

(s) Returning to Work After a Period of Parental Leave

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

(ii) Returning to work early

- (a) During the period of parental leave a member may return to work at any time as agreed between the Commissioner and the member.
- (b) A written application requesting an early return to work must be made at least:
 - i. four weeks before the member's preferred date of return where the member is on parental leave for a period of up to 52 weeks; or
 - ii. 12 weeks before the member's preferred date of return where the member is on parental leave for a period in excess of 52 weeks.
- (c) Responses to the member's request must be in accordance with clause 31(u).

(iii) Returning to work at conclusion of leave

A member must notify the Commissioner in writing prior to the expiration of parental leave that the member intends to return to work. Notice must be given at least:

- (a) four weeks before the expiration of parental leave where the member has been on parental leave for a period of up to 52 weeks; or
- (b) 12 weeks before the expiration of parental leave where the member has been on parental leave for a period in excess of 52 weeks.

(iv) Returning to pre-parental leave position

A member returning from a period of up to 24 months' parental leave is entitled to the position which the member held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of a member who:

- (a) was transferred to a safe job under clause 31(l) prior to commencing leave, to the position held immediately prior to such transfer; or
- (b) was promoted to a new position during the period of parental leave, to the new position.

(v) Returning to work part-time

- (a) To assist in reconciling work and parental responsibilities, if agreed between the Commissioner and the member, the member may

return to work on a part-time basis to care for the child who is of school age or younger, provided that such a request is not made less than eight weeks prior to the date that the member is due to return to work.

- (b) Part-time employment will be facilitated in accordance with clause 26.
- (c) Responses to requests will be in accordance with clause 31(u).

(t) Extend Period of Parental Leave

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

- (i) In this clause a reference to 'parental leave' means primary caregiver parental leave under clause 31(f) or the longer term partner leave under clause 31(g)(iii), whichever is applicable.
- (ii) If a member initially requested less than 12 months of parental leave they can extend their leave up to 12 months from time of commencing their leave (e.g. from six months to 12 months). This extension is a right and cannot be refused by the Commissioner if written notice of at least four weeks is given by the member before the member's expected return to work.
- (iii) Any further extension (e.g. from 12 months to 18 months; from 12 months to 30 months) is by agreement between the Commissioner and member, provided that:
 - (a) members with less than 12 months continuous service at the time of commencing parental leave, cannot extend parental leave beyond 24 months after the date of birth or day of placement of their child; or
 - (b) members with at least 12 months continuous service at the time of commencing parental leave cannot extend parental leave beyond three years after the date of birth or day of placement of their child.
- (iv) If a member, who is eligible for up to 3 years parental leave, initially requested more than 12 months of parental leave, they can request an extension by giving 12 weeks notice before their expected return to work.
 - (a) If required, a member may request one more extension up to a total of three years.
 - (b) A member cannot extend the period of parental leave beyond three years after the date of birth or day of placement of the child.
- (v) Responses to requests to extend parental leave under this clause will be in accordance with clause 31(u).
- (vi) Any additional parental leave granted under this clause will be unpaid.

(u) Commissioner's Consideration of member's Request

- (i) This clause applies to an member's request to return to work early (clause 31(s)(ii)), work part-time (clause 31(s)(v)) or extend parental leave (clause 31(t)).
- (ii) The Commissioner will consider the request and respond in writing within 21 days having regard to the member's circumstances and, provided the request is genuinely based on the member's parental responsibilities, may only refuse the request on reasonable business grounds. Reasonable business grounds include, but are not limited to:
 - excessive cost of accommodating the request;
 - that there is no capacity to reorganise work arrangements of other members to accommodate the request;
 - the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;
 - that there would be significant loss of efficiency or productivity;
 - that there would be a significant negative impact on customer service.
- (iii) The member's request and the Commissioner's decision in respect of the request must be recorded in writing.

(v) Temporary Replacement Members

- (i) A temporary replacement member is a member temporarily transferred as a result of a member proceeding on parental leave.
- (ii) Before the Commissioner approves a temporary replacement member the Commissioner must inform that person:
 - (a) of the temporary nature of the transfer;
 - (b) of the return to work rights of the employee on parental leave; and
 - (c) of the rights of the Commissioner to require the member taking parental leave to return to work if the member ceases to have any responsibility for the care of the child.

(w) Effect of Parental Leave on Service

- (i) A period of parental leave does not break a member's continuity of service.
- (ii) Subject to clause 31(w)(iii), any period of paid parental leave, including paid leave as a result of access to accrued entitlements under clause 31(p) will count as service.

- (iii) Where any member elects to take paid parental leave at half pay in accordance with clause 31(o), only the first one week, two weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.
 - (iv) Unless otherwise provided in this clause, any period of unpaid parental leave will not count as service.
- (x) **Superannuation Contributions During Period of Parental Leave**
 - (i) This clause applies to a member who is entitled to at least 14 weeks paid primary caregiver leave and who takes unpaid primary caregiver parental leave during the first 12 months of their parental leave period.
 - (ii) During the first 12 months of primary caregiver parental leave a member will continue to receive Employer Superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, on any period of unpaid primary caregiver parental leave taken.
 - (iii) The maximum amount of employer superannuation contributions provided will be equivalent to the amount of employer superannuation contributions the member would have received had the member not been on approved primary caregiver parental leave.
- (y) **Additional leave without pay**
 - (i) A member who has accessed the three year parental leave entitlement (associated with one birth) may request to extend that period by a further three years of leave without pay.
 - (ii) Clause 31(y)(i) may only be accessed by the birth giver or primary care giver.
 - (iii) Provided the request is genuinely based on the member's parental responsibilities, the Commissioner of Police may only refuse on reasonable business grounds, the onus of proof which rests with the Commissioner.

32. Recreation Leave

- (a) Clause 48.26 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:
 - (i) Leave without pay that does not count for service for the purposes of accruing leave will reduce the recreation leave accrual on the same progressive basis during a year.

33. Recreation Leave Cash-Ups

- (a) Clause 49 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (b) A member may request to cash-up recreation leave provided that:
 - (i) The member's remaining accrued entitlement to paid recreation leave is not less than four (4) weeks;
 - (ii) Each cashing out of a particular amount of paid recreation leave must be by a separate agreement in writing between the Commissioner and member; and
 - (iii) The member must be paid at least the full amount that would have been payable to the member had the member taken the leave that the member has forgone.

34. Recreation Leave – Revert to 7 weeks leave (Members on 6 week leave option)

- (a) Existing members at the rank of Senior Sergeant and below who previously elected the 6 week recreation leave option (or 240 hours) in exchange for a 3.1% salary increase, shall have the option to revert to 7 weeks (or 280 hours) recreation leave within three months of certification of this Agreement.
- (b) The rate of recreation leave accrual and salary increment will be adjusted from date of application to reflect the new leave election.

35. Recreation Leave – Katherine Retention Incentive

- (a) Members who are gazetted to, and have served three years continuous service in Katherine, will receive one weeks additional recreation leave.
- (b) An additional one weeks recreation leave is payable for each 12 months of completed service in Katherine thereafter.

36. Fares on Recreation Leave

Clause 50 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

Entitlement

- (a) A member appointed prior to 13 February 1989, who has continued in employment since that time; and who is permanently stationed in the Northern Territory, will accrue a full economy class return air fare in respect of each completed two years of service from the date they commenced their service in the Force.
- (b) Air fares will accrue in respect of the member only, but, subject to meeting the dependency criteria at the time a fare accrues, the member will also be entitled to receive payment for fares for recognised dependents.

- (c) For the purpose of this clause "destination" means the destination specified by the member when seeking approval for a fares payment within the following limits:
 - (i) when traveling by air:
 - (a) a member recruited in Australia - the destination specified;
 - (b) a member recruited from outside Australia - Adelaide; and
 - (c) a member traveling to a destination outside Australia - the equivalent of a Darwin-Adelaide return economy airfare.
 - (ii) when traveling by means other than air;
 - (a) a member recruited in Australia - the capital city of the State or Territory of destination;
 - (b) a member recruited from outside Australia - Adelaide; and
 - (c) a member traveling to a destination outside Australia - the equivalent of a Darwin-Adelaide return economy airfare.
- (d) In the application of this entitlement, a spouse and children are not considered dependants if they are eligible for biennial recreation leave fares to the equivalent of the member's destination as a term or condition of service from any other source. To the extent that a spouse's or child's entitlement from that other source falls short of a biennial recreation leave fare to the member's destination or equivalent, the Commissioner shall make good the difference.
- (e) The Commissioner may authorise the payment of fares before a member has become entitled to payment if exigencies of the Force, in the opinion of the Commissioner, make it desirable to do so.

Effect of leave airfare entitlement

- (f) Leave without pay which is specified as not counting as service for all purposes, or is an unauthorised absence since the last air fare accrual, will:
 - (i) defer the next air fare accrual by the equivalent number of days; and
 - (ii) subsequent air fare accrual will be after a period of two years' service from that date or a date from a further deferral or accrual.
- (g) Members continue to accrue service when on authorised personal leave and when absent for periods of approved workers' compensation.

Maximum leave air fare allowance entitlement

- (h) Air fares will be made available for travel on leave from the member's gazetted station to their declared destination (refer 36(c)) by the most direct route, or to another destination (refer 36(c)), provided the maximum payment does not exceed the cost that would have been incurred for a full economy return air fare from employee's gazetted station to Melbourne.

Cash payment of leave airfare allowance on a common date

- (i) Subject to clause (l), a member's accrued air fare allowance entitlement will be paid to the member on the first pay day on or after 1 May of each eligible year. Under these arrangements the member's accrual date remains the same.
- (i) For the purpose of this sub clause 'relevant return economy airfare' means the value of a return full economy airfare from Darwin to Melbourne as published by DCIS on 1 May of the relevant year.
- (ii) Payment will be made as a taxable lump sum amount calculated using the following formula:

$$A = \frac{B}{(1 - C)}$$

Where:

A = Lump sum payment.

B = The value of the relevant return economy airfare; and

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

- (j) A member may request in writing to receive payment of an accrued fare prior to the common payment date. In this case the value of the fare will be the value of a full return economy airfare from Darwin to Melbourne as published by DCIS on the first day of the month in which the request is made.
- (k) Once payment has been made, there is no provision for a member to repay monies in order to utilise travelling time or their own private motor vehicle and claim kilometre allowance.

Use of fares in conjunction with travelling time

- (l) A member may elect in writing, no later than two months prior to the date of accrual of an air fare, to utilise a private motor vehicle in conjunction with a period of paid leave, in which case the air fare will not be paid on the common cash up date and an allowance will apply per clauses (o),(p) and (q).
- (m) A member who makes an election under clause (l) may, at any time after the election, revoke the election and request payment of the air fare in a lump sum cash payment.
- (n) Where a member elects to defer the payment of fares, the entitlement must be utilised prior to the next accrual of an air fare otherwise the entitlement will be cashed up in accordance with clause (i).

Fares kilometre allowance

- (o) A member may choose to travel outside of the Northern Territory by way of a private motor vehicle and utilise travelling time per clause 51 of the PATD. In this instance fares will not be paid per clause (i), rather a fares kilometre allowance will be paid to the member.

- (p) The maximum fares kilometre allowance payable for fares in conjunction with travelling time, in respect of a journey as fares on recreation leave, will not exceed the cost that would have been incurred under 36(h).
- (q) For the purpose of fares kilometre allowance, the value of a full return economy fare will be the value published by DCIS on the first day of the month for which a fares kilometre allowance request is made.

37. Purchase of Additional Leave (“Purchased Leave”)

- (a) A member who has completed 12 months’ continuous service may, with approval of the Commissioner, purchase between one to six weeks additional leave per year with a corresponding reduction in the number of working weeks.

Example (7 weeks leave):

Additional 6 weeks purchased leave (13 weeks leave in total)

Additional 5 weeks purchased leave (12 weeks leave in total)

Additional 4 weeks purchased leave (11 weeks leave in total)

Additional 3 weeks purchased leave (10 weeks leave in total)

Additional 2 weeks purchased leave (9 weeks leave in total)

Additional 1 week purchased leave (8 weeks leave in total)

- (b) Method of purchase:

Additional leave must be purchased in advance and must be used within 6 months after payment is completed, subject to operational requirements;

- (i) A member purchasing additional leave will pay an amount equal to salary and allowances (allowances that are applicable and payable on leave) for the additional leave over a 12 month period. Payments will be deducted from the Member’s gross fortnightly salary.
 - (ii) The member’s deductions for purchased leave will be increased in accordance with salary increases applying during the period of the Agreement.
 - (iii) A period shorter than 12 months for purchasing additional leave may be implemented with the Commissioner’s approval.
- (c) For the period over which payments are being deducted from a Member’s salary to fund a purchased leave arrangement, compulsory Employer superannuation contributions are calculated on the salary that the Member was paid:
 - (i) prior to purchased leave deductions being made in the case of NTGPASS and CSS Employees; and
 - (ii) after purchased leave deductions being made in the case of Choice of Fund Employees.

- (d) Purchased leave will count as service for all purposes.
- (e) Before accessing the additional leave, a member who has purchased additional leave will be required to exhaust all available recreation leave entitlements, provided that such requirement is waived in circumstances where the member endeavours to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of the Agency.
- (f) If a member does not use the purchased leave within the period agreed and leave is not deferred due to operational requirements, it will lapse and the member will be reimbursed monies paid.
- (g) Purchased leave must be taken in minimum periods of one week.
- (h) Where a public holiday falls within a period of purchased leave, the period of the public holiday is not deducted from the member's' purchased leave balance.

Member to seek independent professional advice

- (i) Prior to entering into or ceasing a purchased leave arrangement, the member should seek, at his or her own expense, independent advice regarding:
 - (i) his or her financial situation;
 - (ii) the potential impact on taxation; and
 - (iii) the potential impact on superannuation.

General provisions

- (j) A purchased leave agreement must be in writing.
- (k) A purchased leave agreement is non-renewable. On the expiry of an existing agreement, the Member may lodge a new application for approval by the Commissioner.
- (l) A purchased leave arrangement may cease in the following ways:
 - (i) At the request of the member on the giving of 4 weeks written notice to the Commissioner, provided that approval of the request is at the discretion of the Commissioner, based on operational and other relevant considerations;
 - (ii) At the initiative of the Commissioner, on the giving of 3 months written notice to the member, along with reasons for the cessation;
 - (iii) The member ceases being a sworn member of the Police Force;
 - (iv) Where a purchased leave arrangement ceases in accordance with clause 37(l), the member will be reimbursed a lump sum payment of monies paid within 2 months of the date of cessation, provided that where the member

has already commenced the period of purchased leave, he or she will be reimbursed monies paid on a pro-rata basis, in accordance with the portion of monies relating to the unused period of leave.

38. Long Service Leave

- (a) Clause 52 of Determination No. 1 of 2011 is varied for the life of this Agreement as follows.
- (b) A member is entitled to paid long service leave:
 - (i) of four (4) calendar months after completing 10 years of continuous service with the NTPF: or
 - (ii) where prior service is recognised pursuant to clause 39(a), up to four (4) calendar months after completing 10 years of qualifying service.; and
 - (iii) for service after 10 years of qualifying service, an additional 12 calendar days on completion of each subsequent year of continuous service.
- (c) For the purpose of these provisions:

“Month” means:

 - (i) When calculating or using a whole month, a calendar month; or
 - (ii) When calculating or using a fraction of a month, 30 calendar days;

“recognised employer” means the Australian Public Service, the Public Service of any State or Territory of the Commonwealth, or any of the Armed Services of the Commonwealth or the Australian Federal Police Force.

“qualifying service” means the period of actual service with the Northern Territory Police Force and a recognised employer.

“continuous service” means service with the NTPF that is unbroken.
- (d) Members who resign from the Force without having completed the statutory period of ten years’ continuous service for eligibility for payment in lieu of long service leave credits shall be entitled to a pro-rata payment in lieu of Long Service Leave for periods of continuous service of between seven (7) and ten (10) years.
- (e) The pro-rata payment in lieu on resignation will be determined as follows:

Payment in lieu for completed years of continuous service entitlement

7 years	22.5 calendar days
8 years	45 calendar days
9 years	67.5 calendar days

- (f) The amount of the payment is to be calculated in accordance with the following formula -

$$\frac{\text{calendar days}}{30} \quad \times \quad \frac{\text{annual salary}}{12}$$

- (g) Subject to clause 38(l), there is no pro-rata entitlement for periods of continuous service of less than 7 years.
- (h) Except in the event of discharge on account of unsatisfactory service, the continuous service of a member shall not be deemed to be or have been broken by any other period of absence if -
- (i) any period of absence does not exceed or has not exceeded twelve months in a continuous period; or
 - (ii) the periods of absence do not exceed, in the aggregate, one seventh of the total number of duty days and holidays occurring after the commencement of the first period of employment which may be included in the period of such service under clause 38(d).
- (i) For the purpose of accumulation of long service leave, a member shall not be deemed to break or have broken the continuity of service or to have been absent by reason of being –
- (i) on leave of absence with full or part pay; or
 - (ii) on leave of absence without pay where the leave of absence is granted -
 - (a) on account of illness, or
 - (b) as special leave approved to count as service.
- (j) Members entitled to long service leave who are retired from the Force, except for misconduct, shall be paid on such retirement a sum equivalent to the amount of annual salary they would have received during the long service leave to which they had become entitled in respect of completed qualifying service, and such further sum as the Commissioner may decide to be just and equitable in respect of any partially completed qualifying service.
- (k) Members who resign or are dismissed from the Force shall be paid a sum equivalent to the amount of the annual salary they would have received during the long service leave to which they had become entitled at the end of their last completed year of qualifying service before the date of their resignation or the date of the offence for which they were dismissed as the case may be.
- (l) Members whose period of service does not qualify them for long service leave, who are retired from the Force on the grounds of ill health shall, if the Commissioner decides that the circumstances justify the payment, be paid a sum equal to the annual salary they would have received for a period calculated at the rate of four-tenths of one month for each completed year of

service in the NT Police Force and three tenths of one month for any prior service recognised for accrual purposes.

- (m) Where a member dies, all monies that would have been payable had they resigned rather than died shall be paid to the deceased's Estate.

39. Long Service Leave – Prior Service

- (a) Clause 53 of Determination No. 1 of 2011 is varied for the life of this Agreement as follows.
- (b) The Commissioner may recognise a member's prior service with a recognised employer for long service leave purposes, after two (2) years' continuous service with the Northern Territory Police Force.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Breaks in service between recognised employers of greater than 12 months will break continuity of employment for all purposes.
- (g) Where a member has received a lump sum payment in lieu of long service leave in relation to prior service, the member will not be permitted to pay the amount or any portion of the amount, to the Territory for the purposes of obtaining an entitlement to long service leave from the Northern Territory Police Force.
- (h) If the member has received either a monetary payment or has taken leave on full or part pay which would make it inequitable that such service be counted towards long service leave, the Commissioner may wholly or partly, disallow the prior service for accrual purposes.

40. Taking Long Service Leave

- (a) Clause 54 of Determination No. 1 of 2011 is varied for the life of this Agreement as follows.
- (b) 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.
- (c) Nothing in this Part 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 clauses 40(a) and 40(b) do not apply, to use their accrued entitlements for the 21st and subsequent years of qualifying service prior to separation or retirement.
- (d) 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 clause 40(d)(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. The calculation of Long Service Leave paid out in lieu does not include allowances.
- (e) 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 clauses 40(e)(i) or 40(e)(ii), the balance of the member's available credits.
- (f) A member will not in separate applications apply for periods of long service leave that are separated by a Saturday, Sunday or public holidays.
- (g) Weekends, public holidays and rostered days off are a part of long service leave and do not extend the period of leave.
- (h) A member who has served more than 10 years qualifying service may access further long service leave annually as it accrues.

- (i) 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.

41. Personal Leave

- (a) This clause replaces clause 60 of Determination No. 1 of 2011 in its entirety and the parties agree that the Determination No. 1 of 2011 will be amended accordingly.
- (b) A member is entitled to paid personal leave on commencement of appointment.
- (c) Subject to clauses 41(g) and 41(i) herein, a member shall be entitled to paid personal leave where:
 - (i) the member is, was or will be unable to attend duty due to personal illness, subject to satisfactory proof of the member's illness (sick leave); or
 - (ii) a member is required to provide care or support to a members' immediate family or household who requires such care and support because of:
 - (a) A personal illness, or personal injury, affecting a member of the immediate family or household; or
 - (b) An unexpected emergency affecting a member of the immediate family or household (carer's leave).
- (d) For the purpose of clause 41:
 - (i) "child" means birth, adopted, step or adult child;
 - (ii) "de facto partner" means a person who, although not legally married to the member within the meaning of the Marriage Act (Cwlth), lives with the member in a relationship as a couple on a genuine domestic basis (whether the member and the person are of the same sex or different sexes), and includes a former de facto partner of the member;
 - (iii) "immediate family" member means:
 - (a) a spouse (or former spouse), de facto partner, child, parent, grandparent, grandchild, or sibling of the member; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the member.

This definition includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.
 - (iv) "medical certificate" means a certificate signed by a registered health practitioner; and
 - (v) "registered health practitioner" means a health practitioner registered or licensed as a health practitioner (or as a health practitioner of a particular

type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).

- (e) A member's entitlement to carer's leave is 10 days per calendar year (effective 1 January 2010). Carer's leave is cumulative and is not affected by periods of personal leave taken for reasons other than carer's leave.
- (f) A member may access personal leave (inclusive of carer's leave) without providing documentary evidence, up to a maximum of four (4) rostered shifts per calendar year. The first two (2) of these rostered shifts taken in any calendar year shall attract payment of the consolidated allowance, but the remaining two (2) rostered shifts shall not include any payment of consolidated allowance.
- (g) A member must advise his or her supervisor as soon as reasonably practicable on any day of absence from his or her employment. If it is not reasonably practicable for the member to give prior notice of absence due to circumstances beyond the member's control, the member will notify his or her supervisor by telephone of such absence at the first available opportunity.
- (h) A member must apply for personal leave in the form required by the Commissioner as soon as is practicable for the member to make the application.
- (i) Subject to clause 41(f), to assist the Commissioner to determine if the leave taken was or is for one of the reasons set out in clause 41(c)(i) a member must, as soon as practicable provide the Commissioner with the following documentary evidence:
 - (i) A medical certificate from a registered health practitioner as defined below;
 - or
 - (ii) If it is not reasonably practicable for the member to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside in a remote or regional locality or for any other reason approved by the Commissioner, a statutory declaration may be submitted in writing detailing:
 - (a) The reasons why it was not practicable to provide a medical certificate; and
 - (b) The reason for and length of absence.
- (j) Subject to clause 41(f), to assist the Commissioner to determine if the leave taken was or is for one of the reasons set out in clause 41(c)(ii) (carer's leave), a member must, as soon as reasonably practicable, provide the Commissioner with evidence which may include a medical certificate from a Registered Health Practitioner or other relevant documentary evidence stating the condition of

the person concerned, or the unexpected emergency, and that this condition/unexpected emergency required the Member's care or support.

- (k) The retirement of members on the grounds of ill health shall not, except with their consent, be effected earlier than the date for which the member's medical practitioner's certificate exists unless the member sooner reaches the retiring age.
- (l) Subject to the requirements of clauses 41(g), 41(i) and 41(j) and the recreation and long service leave provisions, a member may access paid personal/carer's leave during periods of recreation and long service leave.
- (m) The period of paid personal/carer's leave under clause 41(l) must not be less than the equivalent of one full duty day or shift during that period of leave, and a medical certificate from a registered health practitioner must be produced in accordance with clause 41(i) or 41(j).

Management of Personal Leave

- (n) The parties acknowledge that the management of personal leave is vital to ensure the well-being of the individual member, other members within that member's workplace and the overall operational performance of the Police Force. The proper management of personal leave can facilitate the identification of appropriate measures that may be implemented by the Police Force to assist members returning to work.
- (o) To assist with the management of personal leave, the following early intervention strategies will be implemented:
 - (i) Absence Review Meetings; and
 - (ii) Attendance Management Reviews
- (p) The supervisor will initiate and schedule such meetings and these strategies will be actioned in accordance with the relevant Policy in force from time to time.
- (q) At any time during the management of personal leave, the Commissioner may direct a member to attend an examination by a registered health practitioner where:
 - (i) a member is frequently or continuously absent, or expected to be so, due to illness or injury;
 - (ii) it is considered that a member's efficiency may be affected due to illness or injury;
 - (iii) there is a reason to believe that a member's state of health may render the member a danger to himself or herself, other employees or the public; or

- (iv) in accordance with the relevant provisions of the Police Administration Act
- (r) Notwithstanding clauses 41(o) and 41(q) each individual case may be reviewed by the Commissioner who, at his discretion, may direct a member to undergo a medical examination to determine that member's continuing entitlement to personal leave.

42. Workers' Compensation Leave and Entitlements

- (a) Where a member is in receipt of workers' compensation benefits in accordance with the Return to Work Act, the Commissioner shall maintain the member's normal weekly earnings for a period of 12 months, or such longer period as allowed by the Commissioner on a case by case basis.
- (b) A member receiving workers' compensation benefits shall continue to accrue all leave entitlements during any period they are in receipt of workers' compensation benefits under the *Return to Work Act* for an accrued period of 12 months, or such greater period as allowed by the Commissioner on a case by case basis.
- (c) The maintenance of normal weekly earnings and accrual of leave entitlements for a period greater than the initial 12 month period shall not be refused by the Commissioner without reasonable grounds, which shall be provided to an affected member in writing.

43. Compassionate Leave

Clause 62 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following.

- (a) For the purpose of this clause;
 - (i) "child" means birth, adopted, step or adult child;
 - (ii) "de facto partner" means a person who, although not legally married to the member, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the member and the person are of the same sex or different sexes); and includes a former de facto partner of the member.
 - (iii) "immediate family" means:
 - (a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the member; or
 - (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the member.
 - (iv) "rostered shift" means the ordinary shift the member would have worked had the member not been on compassionate leave.

- (v) “spouse” includes a former spouse.
 - (vi) “medical certificate” means a certificate signed by a registered health practitioner;
 - (vii) “registered health practitioner” means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).
- (b) A member is entitled to compassionate leave with pay in accordance with clause 43(c) for each occasion when a person in the member’s immediate family, or a person in the member’s household:
- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (c) The period of compassionate leave with pay will not exceed:
- (i) 3 rostered shifts, where the member does not have to travel interstate; or
 - (ii) 5 rostered shifts, where interstate travel is required.
- (d) A member may be requested to provide evidence of the reason for compassionate leave. Any such request must be reasonable and evidence can include a medical certificate from a registered health practitioner, a death or funeral notice or a statutory declaration.
- (e) If a member is not able to provide reasonable evidence if requested to do so, compassionate leave may not be approved.

44. Defence Service Leave

- (a) The Commissioner may grant a member leave (with or without pay) to enable the member to fulfil Australian Defence Force Reserve and Continuous Full Time Service obligations.

(Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve (Protection) Act 2001. Section 17 of that Act requires that an employer must not hinder or prevent an employee from volunteering for, or rendering, defence service.)

- (b) Subject to operational requirements, a member may be granted paid Defence Service Leave up to a maximum of four (4) weeks during each financial year, with full pay, for the purpose of fulfilling service in the Australian Defence Force Reserve. These purposes include training and operational duty as required.
- (c) A trainee member shall not, except in exceptional circumstances, have access to paid Defence Service leave during the recruit phase of training.

- (d) Evidence of the necessity for attendance, including the date(s) involved, shall be submitted with the member's leave application prior to the commencement of leave.
- (e) At the conclusion of the leave, the member shall produce certification from the Australian Department of Defence confirming his or her attendance.
- (f) A member may also apply for recreation leave, long service leave and leave without pay for the purpose of fulfilling additional or prolonged Australian Defence Force Reserve and Continuous Full time Service obligations that extend past the permissible four (4) weeks at full pay in any financial year.
- (g) Where a member has a claim for compensation for injury or illness as a result of leave granted under this clause, the claim will not be recognised by the NT Police Force and the member will submit any claim to the Australian Department of Defence.
- (h) Higher duties allowance shall continue to be paid where the Divisional Officer certifies that the member would have continued to perform the duties of the higher rank but for the member's absence on Defence Service leave.

PART 5 – ISOLATED POLICING INCENTIVES

45. Isolated Policing Incentives

- (a) The Isolated Policing group categories in this Part comprise of Group A, Group B, and Tennant Creek, and are specified in clause 45(c).
- (b) 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.
- (c) The following lists of localities are deemed as isolated locations, and may be varied in accordance with clause 45(d) below.
 - (i) Isolated Policing Group A:

Ali Curung (Warrabri)	Milingimbi
Alpururulam	Minjilang

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

(ii) Isolated Policing Group B:

Kintore	Wadeye
Lajamanu	Warakurna
Maningrida	Yuendumu
Papunya	

(iii) Tennant Creek

(d) The Commissioner, in consultation with the Commissioner for Public Employment and the NTPA, may vary the localities deemed as isolated locations from time-to-time.

(e) General Policing Allowance:

- (i) General Policing Allowance for members qualified under Clause 15 shall be paid according to the following:
 - (a) Isolated Policing Group A – 9%
 - (b) Isolated Policing Group B – 12%
 - (c) Tennant Creek – 5%

(f) Consolidated Remote Incentive Allowance

- (i) Members serving at an Isolated Policing Group Location shall be entitled to a Consolidated Remote Incentive Allowance (CRIA) as set out herein:

Isolated Policing Group	Year 1	Year 2	Year 3
Special Category	5%	5%	5%
Group A	5%	5%	5%
Group B	6%	12%	12%
Tennant Creek (*)	11%	18%	18%

(*) including the Superintendent serving at Tennant Creek

- (ii) The CRIA is an allowance that replaces and includes the Tennant Creek attraction allowance, locality bonuses, satellite television and internet payments and freight allowance and includes a component in recognition of availability and attraction.
- (iii) Members who have completed 2 years consecutive service at a permanent police station identified at Category A or B and return to a Category B location within five years will be entitled to payment of the CRIA at the 2nd increment.
- (iv) Members stationed at Jabiru, Adelaide River and Batchelor shall be paid the “special category” rate, being that part of the CRIA that provides for recognition of being reasonably available for recall to duty after hours but is not recognition of isolation.

Reasonably available does not mean on-call. It means members will agree to return to duty provided they are contactable and are in a position to do so.

- (v) Members who are stationed at locations mainly serviced by barge only, are entitled to an additional freight component to assist with the increased cost over and above the freight component in the CRIA associated with freighting household goods by barge.

- (a) Payment of the additional freight component will be made in accordance with the below scale on the 12 month anniversary of the member’s posting at the locations identified below.

Single	\$500 pa
Member with dependants	\$1000 pa

- (b) The locations to which the additional freight component is payable are:

Alyangula
Gapuwiyak

Galiwinku
Maningrida

Nhulunbuy
Ramingining
Wurruumiyanga

Pirlangimpi
Wadeye

- (c) The Commissioner may vary these locations following consultation with the NTPA to include the stations at Waruwi, Numbulwar, Peppimenarti or Minjilang should they become permanent stations.
- (d) Effective from 1 July 2018, payments will be made by reimbursement only, subject to provision of satisfactory receipts.
- (g) Officers in Charge:
 - (i) The Officer in Charge of an isolated station as listed in clause 45(c) will be ranked as an Acting Sergeant where a Sergeant or above position does not already exist.
 - (ii) A member appointed as Officer in Charge (Acting Sergeant) of an isolated station shall revert to their nominal salary increment level at the completion of their time of service at that station.
 - (iii) Batchelor and Adelaide River are to be included for the purpose of this clause.

46. Utilisation of Additional Recreation Leave and Long Service Leave

- (a) Members serving at isolated locations as listed in Clause 45(c) 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 recruited locally.
- (c) Members shall be exempted from any long service leave provisions arising from Clause 40, 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 49.

- (e) With exception of clause 46(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.

47. Fares Out of Isolated Localities (FOILS) and Accommodation Rates

Clause 90 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (a) This entitlement applies to all members of the rank of Superintendent and below, including Aboriginal Community Police Officers, gazetted at stations referred to herein.
- (b) The definition of dependency shall be applied to all members at the date of accrual and at the time of utilisation of fares, to determine eligibility for FOILs. A member's dependents shall not be entitled to a FOIL if they are in receipt of or eligible for fares assistance from another source.
- (c) FOILs accrue to a member on the date of commencement of duties at the applicable locality, subject to restrictions on use set out here-in.

- (d) Under no circumstances shall a member be granted FOILs and a recreation leave fare under Clause 36 in respect of the same journey. A member entitled to a recreation leave fare and to whom this clause applies, shall access their recreation leave fare as if it were a FOIL.
- (e) A member who does not utilise a recreation leave fare whilst entitled to a FOILs and who subsequently cashes in their recreation leave fare shall lose one FOILs entitlement during that year.
- (f) FOILs accrued to a member under this clause shall not be available for use by the member or their family until the member has completed a continuous period of three months service, or a lesser period where approved by the Commissioner, in the isolated locality.
- (g) Members are not authorised to use FOILs at intervals closer than three months except in exceptional circumstances.
- (h) The maximum entitlement for FOILs shall be the economy class air fare for the persons travelling, from the isolated locality to the prescribed destination under this clause.
- (i) Where a member elects to travel by private vehicle in lieu of travel by air, the entitlement shall be the vehicle allowance calculated for the journey, including passenger allowance if applicable, or the cost of the airfare for the persons travelling, whichever is the lesser.
- (j) Where an isolated locality has no air service, a member's entitlement shall be the actual amount of the vehicle allowance, including passenger allowance if applicable, for the journey or for the actual value of the fare paid where travel is not by private vehicle.
- (k) Approval may be granted for a member to utilise a FOIL for travel to a destination other than those prescribed herein. Where such approval is granted, the member shall be entitled to the cost of the actual travel undertaken or the maximum provided for in clause 47(h), whichever is the lesser.
- (l) A member utilising a FOIL shall be entitled to a maximum of four consecutive days travel (not deductible from any available recreation or other leave credits) comprising a weekend and two days travel time at the expense of the NTPF (except as provided in clause 47(m) on the occasion of the utilisation of each FOILs entitlement).
- (m) While it is intended that a Friday and the following Monday be used in conjunction with FOILs, discretion may be used in this regard where airline schedules do not coincide with those days, however the maximum consecutive days off for this purpose remains at four (unless other leave is taken in conjunction with the FOILs leave) and shall include two days leave and a weekend or two days off duty.

- (n) Where a member elects to utilise a FOIL on a long weekend and the holiday is a Friday or Monday, only one day FOIL leave shall be granted. Where Public Holidays falls on both the Friday and following Monday (or two other days immediately before and/or after rostered days off), no FOILs leave shall be granted.
- (o) A shift worker who is rostered off duty for two consecutive days during the week to compensate for being rostered on duty on a weekend may regard those rostered days off duty as a weekend for the purposes of this entitlement.
- (p) Where a member requires additional leave other than provided for herein to enable use of a FOIL entitlement (for example, to coincide with airline schedules, etc) any such leave may be taken as recreation leave, or in respect of short periods of leave, leave without pay and shall not be unreasonably refused.
- (q) Notwithstanding clause 47(p), any application for leave to be taken in conjunction with a FOILs entitlement, except in circumstances outlined in clause 47(y), will be treated in accordance with normal leave provisions. Members should be aware that they have no automatic entitlement to the grant of leave and that approval is at the discretion of the Commissioner.
- (r) A member shall have no entitlement to FOILs during a period of long service leave, personal leave or maternity leave, or extended periods of leave without pay.
- (s) Where more than one member travels in the same vehicle to utilise FOILs, each member shall be deemed to have utilised a FOIL entitlement, notwithstanding that only one of those members is entitled to payment of vehicle allowance.
- (t) Where a member utilises FOIL leave and is transported at Government expense, (e.g. as a passenger on a Government charter flight, in a Government vehicle, on an Aerial Medical Service Flight, etc.), that member shall be deemed to have utilised a FOILs entitlement even though there has been no payment for fares.
- (u) A member who transfers or is promoted from one isolated locality to another shall be entitled to transfer any unused FOILs to the new locality and future accruals will be made as if service was continuous in that locality.
- (v) Subject to clause 47(y)(v) FOIL entitlements that are not utilised by the member before the next FOILs accrual date shall automatically lapse.
- (w) Where a member transfers or is promoted from an isolated locality to a non-isolated locality, any unused FOIL entitlements shall lapse.

- (x) A member who resigns from the Force in an isolated locality shall not be entitled to take a one-way fare out on resignation and all FOIL's remaining shall lapse.
- (y) A member eligible for FOIL's 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 from time to time, (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 clauses 47(y)(iv) and 47(y)(v) below, members may accumulate the value of the accommodation allowance provided for herein to a maximum period of 6 days. The accumulated allowance may be used in conjunction with a FOIL and/or when utilising the next period of recreation leave.
 - (iv) Members are required to utilise a FOIL within 1 month from date of accrual.
 - (v) Where a member is unable to utilise a FOIL within 1 month of accrual written approval to defer usage and the nominated date when the FOIL is to be taken must be obtained from the Divisional Officer.
 - (vi) Supervisors may direct a member to utilise their accrued FOIL including the accommodation component up to a period of 4 days to ensure occupational health and safety requirements are met.
 - (vii) Subject to the requirements specified in clauses 47(y)(iv), 47(y)(v) and 47(y)(vi) above, members may defer accrued FOILs 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 FOIL accrued. All accrued FOILs and accommodation entitlements must be utilised in full at the next period of recreation leave.
- (z) 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
Arlparra	Alice Springs
Avon Downs	Alice Springs
Beswick	Darwin
Daly River	Darwin
Elliott	Alice Springs

Isolated locality	Destination
Finke	Alice Springs
Imanpa	Alice Springs
Kulgera	Alice Springs
Harts Range	Alice Springs
Maranboy	Darwin
Mataranka	Darwin
Milikapiti	Darwin
Milingimbi	Darwin
Mutitjulu	Alice Springs
Nhulunbuy	Darwin
Ntaria (Hermannsburg)	Alice Springs
Numbulwar	Darwin
Pirlangimpi (Garden Point)	Darwin
Santa Teresa	Alice Springs
Tennant Creek	Alice Springs
Timber Creek	Darwin
Ti-Tree	Alice Springs
Yirrkala	Darwin
Yulara	Alice Springs
Willowra	Alice Springs
Wurrumiyanga	Darwin

- (aa) 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
Bulman	Darwin
Galiwinku	Darwin
Gapuwiyak	Darwin
Gunbalanya (Oenpelli)	Darwin
Haasts Bluff	Alice Springs
Kalkaringi (Wave Hill)	Darwin
Kintore	Alice Springs
Lajamanu (Hooker Creek)	Darwin
Maningrida	Darwin
Minjilang	Darwin
Minyerri	Darwin
Ngukurr (Roper River)	Darwin
Nyirripi	Alice Springs
Papunya	Alice Springs
Peppimenarti	Darwin
Ramingining	Darwin
Wadeye (Port Keats)	Darwin
Yuendumu	Alice Springs

Isolated locality	Destination
Warakurna	Alice Springs
Waruwi	Darwin
Yarralin	Darwin

- (bb) The Commissioner, in consultation with the NTPA, may vary locations and entitlements as necessary by notice in the Police Gazette

48. 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.

49. Posting of Choice

- (a) Members of the rank of Constable and above, and Aboriginal Community Police Officer's, 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) in accordance with the transfer policy or equivalent in place at the time. On completion of return of service, members will be relocated to the locality elected.
- (b) In the absence of the acceptance by the member of any other offer to a specific position, members shall default to a general duties patrol group within the major centre that the members transfers to, that is, Darwin, Casuarina, Palmerston, Katherine or Alice Springs general duties areas.

50. Cleaning Contracts

- (a) Where a cleaning contract at an isolated station is unable to be filled, the Commissioner may, in consultation with the NTPA, determine an allowance to be paid to a member to fulfil this task.
- (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.

51. Electricity Subsidy

- (a) A member stationed in a locality specified in clause 51(n) 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 clause 51(o) 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 clause 51(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 the rates specified in clause 51(p).
- (j) Only 1 subsidy is payable per dwelling.
- (k) 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.
- (l) A member stationed at a locality specified in clause 51(o) of this clause who, prior to 13 January 2005, was not required under clause 51(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 clause 51(o) such that the member was continuously stationed in a locality covered by clause 51(o).
- (m) The Commissioner may add to or vary clauses 51(n) and 51(o) following consultation with the NTPA.
- (n) List of locations by category:

Special Category	Category 1	Category 2	Category 3
Adelaide River	Daly River	Ali Curung (Warrabri)	Alpururulam (Lake Nash)
Batchelor	Elliot	Avon Downs	Alyangula
Jabiru	Mutitjulu	Barunga	Angurugu
Pine Creek	Mataranka	Beswick	Arlparra
	Nhulunbuy	Harts Range	Borroloola
	Tennant Creek	Imanpa	Bulman
	Ti-Tree	Kulgera	Finke
	Yirrkala	Maranboy	Galiwinku

Special Category	Category 1	Category 2	Category 3
	Yulara	Milikapiti (Snake Bay)	Gapuwiyak
		Minjilang	Gunbalanya (Oenpelli)
		Ntaria (Hermannsburg)	Haasts Bluff
		Pirlangimpi	Kalkaringi (Wave Hill)
		Santa Teresa	Kintore
		Timber Creek	Lajamanu (Hooker Creek)
		Wurruyiyanga	Maningrida
			Milingimbi
			Minyerri
			Ngukurr
			Numbulwar
			Nyirripi
			Papunya
			Peppimenarti
			Ramingining
			Wadeye
			Warruwi
			Willowra
			Yarralin
			Yuendumu
			Warakurna

- (o) 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	

- (p) Rate of subsidy:

Special Category	\$855.00
Category 1	\$1710.00
Category 2	\$2564.00
Category 3	\$3419.00

52. Electricity Costs – Alyangula

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 NTPF 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.

PART 6 – TEMPORARY SERVICE AT REMOTE LOCATIONS INCENTIVES

53. Application

(a) Subject to clauses 53(b) and (c), Part 6 applies to members who are required from time to time to perform service at a remote police station and are accommodated in transportable units that provide for single accommodation.

(b) (i) List of locations to which this section applies:

Arlparra	Minjiliang
Alpururulam (Lake Nash)	Minyerri
Apatula (Finke)	Numbulwar
Bulman	Nyirripi
Haasts Bluff	Peppimenarti
Impana	Waruwi
Lyente Apurta (Santa Teresa)	Willowra

(ii) Further locations to which this Part applies that are gazetted permanent locations but which include temporary postings entitled to the terms and conditions stated herein are:

Ali Curung	Maningrida
Gunbalanya	Yuendumu

(c) The Commissioner, in consultation with the NTPA may vary the locations as necessary by notice in the Police Gazette. Following notice of this gazettal, this Part will be taken to be varied to this effect.

54. Certain provisions of Consent Agreement are varied

Clauses 47(f), (g), (y) and 63(p) of this Consent Agreement are varied by the provisions of this Part.

55. Definitions

For the purposes of this Section, “service”, “served” or “serves” means the undertaking of police duties at a police station identified under clause 53 and include periods of absence for the taking of a Fare Out of Isolated Locality (FOIL) entitlement and other periods of paid leave, but does not include periods of leave without pay.

56. Travelling Allowance

(a) A member shall be entitled to travelling allowance at the full daily rate for a period of up to 90 days where the member has served at that location for a minimum of 45 days.

- (b) A member who serves less than 45 days shall have their travelling allowance reapplied at the applicable review rate as set out at clause 63(p) of the Consent Agreement and any overpayment shall be deemed a debt due and owing.
- (c) A member who serves at a relevant location for a continuous period in excess of 90 days shall have their travelling allowance reapplied at the applicable review rate as set out at clause 63(p) of the Consent Agreement from the 91st day of service.
- (d) Notwithstanding the other provisions in this clause, members shall not be entitled to travelling allowance while absent on a FOIL or any other period of paid leave taken away from the location with the exception of personal leave but only to the extent that the member continues to reside at that location.

57. Fares Out of Isolated Localities (FOILS)

- (a) A member serving at a location to which this Agreement applies shall be entitled to a FOIL at the end of 6 weeks service at that location.
- (b) Members shall not be entitled to the accommodation allowance provided at clause 47(y) of the Consent Agreement and shall only be entitled to travel to their home location.
- (c) Where a member applies for a further 3 month posting at the same locality, a further FOIL shall accrue at the end of the first 6 weeks of that second term of deployment on the same terms and conditions as set out herein.

58. Removal of Location

A location to which this Part applies and which later becomes a permanent station shall, at the gazettal date of that change in status, be no longer deemed to be a location to which this Consent Agreement applies.

PART 7 – GENERAL CONDITIONS

59. 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 27 of the Determination No. 1 of 2011.

60. Superintendent 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 be utilized 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 utilized 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.

61. Accelerated Recruitment Program (ARP)

- (a) This clause should be read in conjunction with the Accelerated Recruitment Program policy in force from time to time.
- (b) There shall be no more than four ARP recruitment squads commenced during the life of this Agreement.
- (c) The ARP will only be available to recruits who have served at least two years in a recognised police service and does not include Military Police or Protective Service Officers.

- (d) ARP recruits will graduate as Constable (up to 4 years prior policing experience) or Constable First Class (over 4 years completed prior policing experience).
- (e) Training shall be run over a minimum of 10 weeks or such longer period as determined by the Commissioner of Police from time to time.
- (f) ARP recruits will be required to serve in General Duties for a minimum of 1 year from the date of graduation before being eligible to commence in a specialist position.
- (g) Probation shall be for a period of 12 months inclusive of training.
- (h) ARP recruits shall be able to undertake the Senior Constable Assessment Centre upon completion of an aggregate of 4 years service, calculated on completed years of service only.

62. Recovery of Monies Owed to the Department

- (a) Clause 94.2 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:
- (b) Where a member has been notified of a debt in writing of an amount exceeding \$100 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.
- (c) Except with the agreement in writing of the member, a deduction under clause 62(b) from the gross salary due to an employee shall not exceed 5% of that gross salary.
- (d) The delegated officer may, on application by a member, approve a decrease in the amount of a deduction under clause 62(c).

PART 8 – TRANSFERS AND TRAVELLING

63. Travelling Allowance

Clauses 98 - 107 of Determination No. 1 of 2011 are varied for the life of this Agreement and replaced with the following:

Travelling Allowance is paid to all employees to ensure that employees are not out of pocket as a result of undertaking official travel or temporary transfers.

- (a) Where approval has been given to a member to be absent from their station or headquarters on duty overnight, the member shall receive the provisions of this clause.

- (b) Except in the circumstances identified at clause (c), Travelling Allowance will only be paid when the employee is away from home overnight.
- (c) Where an employee undertakes travel for one day and departs after 6am and returns home by 6.00pm, travelling allowance will not be paid. In the event that the employee cannot return home by 6.00pm or is to depart before 6am, a dinner or breakfast allowance only (within the Travelling Allowance rate) will be paid.
- (d) Members are expected to allow reasonable travelling time to return home by 6.00pm if operationally possible. In an event where the OIC, on reasonable grounds, believes that such an expectation was not reasonably met, then a review of the payment may occur.
- (e) 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 rate of \$43.40 per day
 - (i) A training course is a course other than a re-qualification course including but not limited to firearms, first aid and OSTT requalification.
 - (ii) 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.

Accommodation

- (f) Where available, members will be provided with commercial accommodation to a minimum standard of three stars or a self-contained VOQ, including Themis accommodation, at no cost to the member.
- (g) Where a member obtains private accommodation (eg with friends or relative), only the normal meal allowances for the duration of the stay will be paid.
- (h) Where a member is provided with accommodation by the department and is required to share the facilities (apart from bedroom) of that accommodation with another member, no additional allowance will be payable.
- (i) In relation to clause 63(f), where it is not possible to provide separate sleeping arrangements, members will be paid an additional incidental allowance of \$11.80 to compensate for sharing a bedroom.
- (j) There is no additional amount payable where members choose of their volition to share accommodation.
- (k) Where accommodation as defined in this clause cannot be provided the member will be entitled to receive payment of the Camping Allowance.

Meals

- (l) A member cannot claim a Meal Allowance for a meal that is provided at the expense of the organisation such as where meals are part of the accommodation or conference.
- (m) An overtime meal allowance 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.
- (n) Where the total cost of meals for the whole of the absence exceeds the amount provided and receipts are provided, actual and reasonable expenses may be reimbursed at the discretion of the Commissioner.

Incidental and Other Costs

- (o) The costs of official phone calls, faxes, postage, and official business taxi fares are paid for by the organisation. If required, members may be reimbursed these costs upon production of receipts.

Review Rate

- (p) Where a member is staying at a destination for fourteen days or more and is provided with self-contained accommodation (ie has kitchen facilities), Travelling Allowance will be calculated at the review rate. Where self-contained accommodation is not available, Travelling Allowance may be calculated at the full daily rate for the duration of the stay.
- (q) Payment of Disturbance Allowance at the current gazetted rate will be paid to members who are travelling in excess of 40 duty days.
- (r) Where a member is relieving at a location in excess of 14 days, and that period of relief is broken by an absence of up to four days, the review rate for calculation of Travelling Allowance will continue to apply as if the total number of days away exceeds 14 or more days.
- (s) Further to clause 63(r), members will only be paid Travelling Allowance for the actual days away from their home location.
- (t) Where a member has received payment of the review rate of Travelling Allowance and the travel is subsequently cancelled or changed resulting in the number of days the member is away being less than 14, the Travel Allowance will be re-calculated at the full rate.

Calculating the Allowance

- (u) Travelling Allowance consists of Breakfast, Lunch and Dinner components, plus an amount for incidentals and is paid on a pro-rata basis from the time of departure to the time of return, rounded to the nearest half-hour.

- (v) The review rate of Travelling Allowance is calculated at 76% of the daily travel allowance

Out of Pocket Expenses

- (w) Where a member has been advanced Travelling Allowance, and the allowance is insufficient to meet actual expenses, an advance up to the level of expenses paid may be made, upon production of receipts.

64. Relocation Allowance on Transfer

Eligibility

- (a) Where a member is transferred from one location to another, the member may be paid a relocation allowance for the purpose of assisting the member and his/her family with the expenses associated with the relocation.

Relocation allowance

- (b) The rate of relocation allowance will be paid in respect of:
 - (i) An employee only; and
 - (ii) In respect of an employee with a resident family unit.
- (c) For the purpose of this allowance, the resident family unit rate is applicable where the member's de facto, children or any other person who resided with the member as part of the member's family unit prior to relocation, accompanied the member at time of transfer.

Payment of the allowance

- (d) Where a member is provided with departmental accommodation, the Commissioner or his delegate shall approve payment of a relocation allowance, referred to under this section:
 - (i) of a once only payment of one fortnight's allowance; or
 - (ii) payment of the fortnightly allowance until departmental provided accommodation is available.
- (e) Where a member is not provided with departmental accommodation, the Commissioner or his delegate shall approve payment of one (1) fortnight's relocation allowance.

Disturbance allowance

- (f) Members who are required to relocate from one location to another shall be paid a disturbance allowance at the applicable rate.

- (g) Members who are required to relocate within the same geographical location will be paid Disturbance Allowance at the single rate only.

Rates

Fortnightly Relocation Allowance:

Single rate:	\$539.00
Dependant rate:	\$745.00

Disturbance Allowance:

Single rate:	\$403.00
Dependant rate - with one dependant	\$924.00
Dependant rate – each child not covered by dependant	\$120.00

PART 9 – CAMPING PROVISIONS

65. Camping Allowance

Clause 115 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

- (a) Where a member, 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 in the relevant Consent Agreement as varied from time to time, to compensate for the physical discomfort of camping and for reasonable provisioning.
- (b) A member in receipt of Camping Allowance who desires and is able to travel to and from home each day to perform duty at the camp, may, with the approval of their Officer in Charge, do so.
- (c) Where approval is given under clause 65(b) to return home at the conclusion of a rostered shift at a camp, the member shall not be entitled to the Camping Allowance, however the member shall be entitled to payment of the relevant component of Travel Allowance for the travel undertaken to and from the camp and their usual place of abode, provided that:
 - (i) the amount of Travel Allowance payable shall not, without the consent of the Commissioner, exceed the amount that would have been payable as camping allowance had the member remained at the camp overnight;
 - (ii) the member travels outside of their normal rostered shift; and;
 - (iii) such travel shall be without access to a claim for excess travelling time or overtime.

- (d) Camping Allowance is not payable during any period of leave whether paid or unpaid except personal leave while remaining in a camping situation.
- (e) Payment of Camping Allowance shall be made in advance for the whole period of intended absence prior to commencing travel to the camp. Any portion of the allowance paid in advance shall be recoverable from the member if they return to their home location prior to the anticipated return date. Further payments of the allowance shall be made as soon as practicable for such further anticipated period or periods where it becomes apparent the period of absence will continue past the intended period.

66. Camping Equipment Allowance

Clause 116 of Determination No. 1 of 2011 shall be varied for the life of this Agreement by:

- (a) excluding members attached to the Territory Response Group from being eligible to claim this allowance; and
- (b) effective from 1 July 2018, payment of all claims made in accordance with clause 116.5 of Determination No. 1 of 2011 shall be made by reimbursement only, subject to provision of satisfactory receipts.

PART 10 – FUTURE DIRECTIONS AND ONGOING CONSULTATIONS

67. Re-Write of Determination

The parties agree to the review and if necessary, the modernisation of Determination No. 1 of 2011 during the life of this Agreement including the incorporation of agreed to clauses of this Agreement.

68. Remote and Regional Locations Working Party

During the life of this Agreement, the parties agree to establish a joint working party to examine the issues impacting on the attraction and retention of members to remote and regional locations in accordance with the agreed Terms of Reference.

69. Auxiliary and Aboriginal Community Police Officer Schemes

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

70. Performance Management and Appraisal Systems

During the life of this Agreement, the parties agree to continue to develop and implement My Career or other agreed Performance Management Systems and to ensure members, supervisors and management are receiving suitable professional development.

71. Professional Development

The parties affirm that:

- (a) They are committed to continuation of the Training and Assessment Advisory Committee as the peak decision-making body on training, staff development and related issues and to assist in implementation of resultant changes endorsed by the Committee and where required the Commissioner of Police.
- (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.

72. Evaluation of Job Evaluation System (JES)

There shall be ongoing 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.

73. Overtime Review

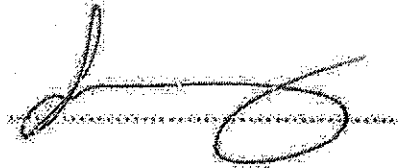
The parties agree to review the current overtime arrangements, including the processing of overtime claims, and to implement agreed outcomes (if any) with a view to improve administration and efficiencies during the life of this Agreement.

SIGNATORIES TO THE NORTHERN TERRITORY POLICE FORCE CONSENT AGREEMENT 2017

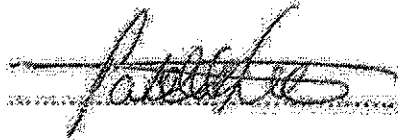
IN WITNESS WHEREOF the parties have executed this Agreement:

Dated this 31st day of January 2018

Signed by THE HONOURABLE GERALD
FRANCIS MCCARTHY MLA
Minister for Public Employment



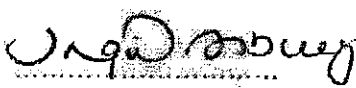
Signed by PAUL DAMIEN MCCUE
President
Northern Territory Police Association Incorporated



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

Dated this 16th day of FEBRUARY 2018

ORIGINAL SIGNED



I. ASBURY

ORIGINAL SIGNED



T. TSIKOURIS

ORIGINAL SIGNED



R. MURPHY

ATTACHMENT A – SALARY RATES

1. Arrangements

- (a) Members will move to the new salary rates as at 30 June 2017 as set out in Clauses 9 to 12 of this Attachment.
- (b) Members will retain their current increment date and move to the next salary point on their usual increment date.
- (c) New members will commence at a level in accordance with these provisions and progress by annual increment.

2. Police Auxiliary - JESCC

- (a) The provisions of this clause apply to Police Auxiliaries gazetted to the Joint Emergency Services Communication Centre (JESCC).
- (b) Upon certification of this Agreement, the first two increment points for Police Auxiliaries gazetted to the JESCC will be suspended. This suspension will apply for the life of this Agreement, or earlier, if agreed between the parties. During this period:
 - (i) Members gazetted to the JESCC who are classified as Police Auxiliary 1 or 2 at that time will translate to Police Auxiliary 3; and
 - (ii) New Police Auxiliaries gazetted to the JESCC after the certification of this Agreement will commence at Police Auxiliary 3, at a minimum.
- (c) At the completion of the transition within the JESCC, the suspension of increment points will cease and new Police Auxiliaries gazetted to the JESCC will commence at Police Auxiliary 1, at a minimum.

3. Aboriginal Community Police Officer

- (a) Members appointed to the rank of Aboriginal Community Police Officer will progress through the increments based on years of service.
- (b) Those members who had previously been advanced an increment based on qualifications will remain on that increment point until they qualify through years of service to advance to the next increment.
- (c) Members who qualify for an advancement of increment due to years of service will automatically be advanced to the correct increment point from the date this Agreement comes into effect.

4. 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 all relevant mandatory online assessments.
- (b) To move between pay levels of Constable First Class, members must maintain currency of qualifications in OSTT, Glock and First Aid.

5. 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:
 - (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).

6. Superintendents

- (a) The Superintendent 1 increment will cease to operate upon certification of this Agreement. Members who are classified at Superintendent 1 at that time will translate to Superintendent 2.
- (b) New Superintendents appointed after the certification of this agreement will commence at Superintendent 2.
- (c) Superintendent levels will be updated and renumbered in the next Consent Agreement.

7. Salary Increases

Salary increases and effective dates are as follows:

- (a) 2.5% effective from the beginning of the first pay period commencing on or after 30 June 2017; and
- (b) 2.5% effective from the beginning of the first pay period commencing on or after 30 June 2018.

8. Salary Rates - General

Attachment A of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced by the salaries and structure set out below. Increases will be paid as specified in Clauses 9 to 12 of this Attachment.

9. Salary Rates – Seven weeks leave

RANK	Salary rates effective 30.06.2016	FPPC on or after 30.06.2017 2.5%	FPPC on or after 30.06.2018 2.5%
ACPO 1	\$52,356	\$53,665	\$55,007
ACPO 2	\$54,449	\$55,810	\$57,205
ACPO 3	\$56,627	\$58,043	\$59,494
ACPO 4	\$58,893	\$60,365	\$61,874
ACPO 1/C	\$61,248	\$62,779	\$64,349
Snr ACPO 6 yrs	\$64,005	\$65,605	\$67,245
Snr ACPO 10 yrs	\$66,245	\$67,901	\$69,599
Police Auxiliary 1	\$52,356	\$53,665	\$55,007
Police Auxiliary 2	\$54,449	\$55,810	\$57,205
Police Auxiliary 3	\$56,627	\$58,043	\$59,494
Police Auxiliary 4	\$58,893	\$60,365	\$61,874
Auxiliary 1/C	\$61,248	\$62,779	\$64,349
Snr Auxiliary 6 yrs	\$64,005	\$65,605	\$67,245
Snr Auxiliary 10 yrs	\$66,565	\$68,229	\$69,935
Snr Auxiliary 15 yrs	\$69,228	\$70,959	\$72,733
Snr Auxiliary 20 yrs	\$71,997	\$73,797	\$75,642
Recruit in training	\$54,723	\$56,091	\$57,493
Recruit after 4 mths	\$58,005	\$59,455	\$60,942
Constable 1 (Graduation to end 12 months service)	\$63,807	\$65,402	\$67,037
Constable 2 (Probationer to 24 months)	\$65,082	\$66,709	\$68,377
Constable 3	\$66,384	\$68,044	\$69,745
Constable 4	\$67,712	\$69,405	\$71,140
Constable 1/C 5	\$69,066	\$70,793	\$72,562
Constable 1/C 6	\$70,447	\$72,208	\$74,013
Constable 1/C 7	\$71,856	\$73,652	\$75,494
Constable 1/C 8	\$73,294	\$75,126	\$77,005
Constable 1/C 9	\$74,759	\$76,628	\$78,544
Constable 1/C 10	\$76,254	\$78,160	\$80,114
Senior Constable 1	\$80,067	\$82,069	\$84,120
Senior Constable 2	\$81,668	\$83,710	\$85,802
Senior Constable 3	\$83,302	\$85,385	\$87,519
Senior Constable 4	\$84,967	\$87,091	\$89,268
Senior Constable 5	\$86,667	\$88,834	\$91,055
Senior Constable 6	\$88,401	\$90,611	\$92,876
Senior Constable 1/C 1	\$91,494	\$93,781	\$96,126
Senior Constable 1/C 2	\$92,866	\$95,188	\$97,567
Senior Constable 1/C 3	\$94,260	\$96,617	\$99,032
Sergeant 1	\$95,674	\$98,066	\$100,517
Sergeant 2	\$97,205	\$99,635	\$102,126
Sergeant 3	\$98,760	\$101,229	\$103,760
Sergeant 4	\$100,340	\$102,849	\$105,420
Sergeant 5	\$101,945	\$104,494	\$107,106
Senior Sergeant 1	\$105,514	\$108,152	\$110,856
Senior Sergeant 2	\$107,307	\$109,990	\$112,739
Senior Sergeant 3	\$109,132	\$111,860	\$114,657
Senior Sergeant 4	\$110,986	\$113,761	\$116,605

10. Salary Rates – Six Weeks Leave

RANK	Salary rates effective 30.06.2016	FPPC on or after 30.06.2017 2.5%	FPPC on or after 30.06.2018 2.5%
ACPO 1	\$53,979	\$55,328	\$56,712
ACPO 2	\$56,138	\$57,541	\$58,980
ACPO 3	\$58,383	\$59,843	\$61,339
ACPO 4	\$60,718	\$62,236	\$63,792
ACPO 1/C	\$63,147	\$64,726	\$66,344
Snr ACPO 6 yrs	\$65,989	\$67,639	\$69,330
Snr ACPO 10 yrs	\$68,299	\$70,006	\$71,757
Police Auxiliary 1	\$53,979	\$55,328	\$56,712
Police Auxiliary 2	\$56,138	\$57,541	\$58,980
Police Auxiliary 3	\$58,383	\$59,843	\$61,339
Police Auxiliary 4	\$60,718	\$62,236	\$63,792
Auxiliary 1/C	\$63,147	\$64,726	\$66,344
Snr Auxiliary 6 yrs	\$65,989	\$67,639	\$69,330
Snr Auxiliary 10 yrs	\$68,628	\$70,344	\$72,102
Snr Auxiliary 15 yrs	\$71,374	\$73,158	\$74,987
Snr Auxiliary 20 yrs	\$74,228	\$76,084	\$77,986
Recruit in training	\$56,419	\$57,829	\$59,275
Recruit after 4 mths	\$59,804	\$61,299	\$62,832
Constable 1 (Graduation to end 12 months service)	\$65,784	\$67,429	\$69,114
Constable 2 (Probationer to 24 months)	\$67,100	\$68,778	\$70,497
Constable 3	\$68,442	\$70,153	\$71,907
Constable 4	\$69,811	\$71,556	\$73,345
Constable 1/C 5	\$71,208	\$72,988	\$74,813
Constable 1/C 6	\$72,631	\$74,447	\$76,308
Constable 1/C 7	\$74,084	\$75,936	\$77,835
Constable 1/C 8	\$75,565	\$77,454	\$79,390
Constable 1/C 9	\$77,077	\$79,004	\$80,979
Constable 1/C 10	\$78,618	\$80,583	\$82,598
Senior Constable 1	\$82,550	\$84,614	\$86,729
Senior Constable 2	\$84,200	\$86,305	\$88,463
Senior Constable 3	\$85,885	\$88,032	\$90,233
Senior Constable 4	\$87,602	\$89,792	\$92,037
Senior Constable 5	\$89,354	\$91,588	\$93,878
Senior Constable 6	\$91,141	\$93,420	\$95,755
Senior Constable 1/C 1	\$94,331	\$96,689	\$99,107
Senior Constable 1/C 2	\$95,746	\$98,140	\$100,593
Senior Constable 1/C 3	\$97,183	\$99,613	\$102,103
Sergeant 1	\$98,640	\$101,106	\$103,634
Sergeant 2	\$100,218	\$102,723	\$105,292
Sergeant 3	\$101,821	\$104,367	\$106,976
Sergeant 4	\$103,451	\$106,037	\$108,688
Sergeant 5	\$105,106	\$107,734	\$110,427
Senior Sergeant 1	\$108,785	\$111,505	\$114,292
Senior Sergeant 2	\$110,634	\$113,400	\$116,235
Senior Sergeant 3	\$112,515	\$115,328	\$118,211
Senior Sergeant 4	\$114,428	\$117,289	\$120,221
Superintendent 1	\$144,283	-	-
Superintendent 2	\$147,457	\$151,143	\$154,922
Superintendent 3	\$150,701	\$154,469	\$158,330
Superintendent 4	\$154,017	\$157,867	\$161,814

11. Forensic Services Branch – Seven Weeks Leave

FORENSIC SERVICES BRANCH RANK	Salary rates effective 30.06.2016	FPPC on or after 30.06.2017 2.50%	FPPC on or after 30.06.2018 2.50%
Examiner Level 1	\$72,239	\$74,045	\$75,896
Examiner Level 2	\$74,552	\$76,416	\$78,326
Examiner Level 3	\$76,861	\$78,783	\$80,752
Examiner Level 4	\$78,328	\$80,286	\$82,293
Examiner Level 5	\$80,084	\$82,086	\$84,138
Senior Examiner Level 1	\$84,083	\$86,185	\$88,340
Senior Examiner Level 2	\$86,887	\$89,059	\$91,286
Senior Examiner Level 3	\$89,701	\$91,944	\$94,242
Senior Examiner Level 4	\$92,515	\$94,828	\$97,199
Principal Examiner Level 1	\$98,138	\$100,591	\$103,106
Principal Examiner Level 2	\$103,851	\$106,447	\$109,108
Senior Principal Examiner	\$107,121	\$109,799	\$112,544
Senior Technical Administrator Level 1	\$108,748	\$111,467	\$114,253
Senior Technical Administrator Level 2	\$110,499	\$113,261	\$116,093

12. Forensic Services Branch – Six Weeks Leave

FORENSIC SERVICES BRANCH RANK	Salary rates effective 30.06.2016	FPPC on or after 30.06.2017 2.50%	FPPC on or after 30.06.2018 2.50%
Examiner Level 1	\$74,479	\$76,341	\$78,249
Examiner Level 2	\$76,861	\$78,783	\$80,752
Examiner Level 3	\$79,246	\$81,227	\$83,258
Examiner Level 4	\$80,753	\$82,772	\$84,841
Examiner Level 5	\$82,566	\$84,630	\$86,746
Senior Examiner Level 1	\$86,689	\$88,856	\$91,078
Senior Examiner Level 2	\$89,582	\$91,822	\$94,117
Senior Examiner Level 3	\$92,480	\$94,792	\$97,162
Senior Examiner Level 4	\$95,383	\$97,768	\$100,212
Principal Examiner Level 1	\$101,179	\$103,708	\$106,301
Principal Examiner Level 2	\$107,071	\$109,748	\$112,491
Senior Principal Examiner	\$110,443	\$113,204	\$116,034
Senior Technical Administrator Level 1	\$112,119	\$114,922	\$117,795
Senior Technical Administrator Level 2	\$113,924	\$116,772	\$119,691