

NORTHERN TERRITORY OF AUSTRALIA

Police Administration Act

**POLICE ARBITRAL TRIBUNAL DETERMINATION NO. 1 OF 2011**

The Police Arbitral Tribunal -

in pursuance of Section 35 of the *Police Administration Act* and Section 43 of the *Interpretation Act* revoke each determination of the remuneration and terms and conditions of service of members of or below the rank of Superintendent in existence immediately before the date this determination comes into operation; and

in pursuance of Section 35 of the *Police Administration Act*, determine that the remuneration and terms and conditions of service of members of or below the rank of Superintendent shall be as specified in this Determination.

Dated this 15 day of February, 2011.



The image shows three handwritten signatures in blue ink over a horizontal dotted line. The signatures are: P.L. Leary on the left, T. Tzikouris in the middle, and L. Kemp on the right. Below the dotted line, the names 'OURIS' and 'L.' are printed in black capital letters, corresponding to the middle and right signatures respectively.

.....  
P.L. LEARY  
Chair

.....  
T.TSIKOURIS  
Member

.....  
L. KEMP  
Member

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# **PART 1 – APPLICATION AND OPERATION OF DETERMINATION**

## **1 Title**

This Determination may be cited as the Police Determination No. 1 of 2011.

## **2 Repeal of Previous Determination**

- 2.1 Police Determination No. 1 of 2000 is repealed from the date of effect of this Determination.
- 2.2 The following Consent Agreements are rescinded on the coming into effect of this Determination:
  - a. Aboriginal Community Police Officer Consent Agreement
  - b. Accommodation Entitlements Consent Agreement 2005
  - c. Maternity / Parental Leave Consent Agreement 2008

## **3 Operation of Agreement**

This Determination shall come into effect on \_\_\_\_\_ 2011 and, subject to Clause 4, shall remain in force until superceded by a further Determination.

## **4 Variation**

This Determination may be varied by a Consent Agreement made pursuant to Part III, Division 2 of the Police Administration Act or by a subsequent Determination of the Police Arbitral Tribunal.

## **5 Application**

- 5.1 This Determination shall apply to members of and below the rank of Superintendent, as specified.
- 5.2 No existing Member shall suffer a loss of income or conditions of employment as a consequence of the introduction of this Determination.

## **6 Definitions**

- 6.1 In this Determination, unless the contrary intention appears:

"Association" means the Northern Territory Police Association Inc.

"Dependant" includes -

- i. the member's spouse (including a recognised defacto spouse); and
- ii. the member's children under the age of 16 years who are not in receipt of income in excess of the weekly minimum adult wage applying to employees of the Northern Territory Public Sector; and
- iii. the member's children, step-children or foster children under the age of 18 years attending school and mainly dependent on the member for support; and
- iv. any other person who is or is likely to continue to be part of the member's household and has been and is likely to continue to be mainly dependent on the member for support.
- v. Dependant for the purposes of airfare entitlements, include a child when:
  - i. the member is required to pay maintenance or child support for the child, regardless of whether or not the child is resident in the Northern Territory; and

- ii. the child is not in receipt of an airfare entitlement from any other source.
- vi. Dependant for the purposes of Northern Territory Allowance, include a child when:
  - i. the member is required to pay maintenance for a child who is still resident in the Northern Territory; and
  - ii. the child is not being claimed for Northern Territory Allowance purposes by the member's former partner.
- vii. Dependant for the purposes of housing entitlements, include:
  - i. a child as a dependant where the member has equal joint custody and has custody of the child at least half the time;
  - ii. a de-facto relationship; and
  - iii. a partner or dependent partner where such application for recognition has been approved by the Commissioner.

"De-facto" - For purposes of defining 'de-facto' in terms of sub-clause (vii)(ii), de-facto relationship has the same meaning as in the *Defacto Relationships Act 1991* (NT).

"Duty day" means the day whereon the majority of a member's ordinary rostered shift falls and includes the whole of any one shift. Other than public holidays, where there is no majority of hours, the day on which the shift commenced shall determine the duty day.

"Force" means the Police Force of the Northern Territory.

"Member" means a member of the Police Force appointed under Section 16 or Section 19 of the *Police Administration Act*.

"Officer" means a member above the rank of Senior Sergeant.

"On Call" means a situation in which a member is rostered, or directed, to be available for a specific period of time to respond forthwith for duty outside normal rostered hours of duty.

"Police Gazette" means the official publication regularly distributed within the Force.

"Rest Day" means a day a member is rostered off duty for a period of 24 hours.

"Restrictive Surveillance Duty" means an operation declared as such by the Commissioner or an Officer duly authorised by the Commissioner.

"Rostered shift" means a member's rostered hours of duty.

"Salary" shall mean and include -

- i. for the purpose of recreation leave, a member's annual salary, Northern Territory Allowance at the highest rate applicable to the member at any time within two months before the commencement of such recreation leave, plus such further allowances as may be specified for the purpose in this Determination and any Agreement in force from time to time; and
- ii. for the purposes of personal leave on full pay and special leave on full pay, a member's annual salary, full current Northern Territory Allowance, plus such further allowances to which the member was entitled at the commencement of such personal or special leave and to which the member would have become entitled during the first month of such leave if not absent thereon, plus such further allowance under Clause 19.1 as the member would have been paid but for the granting of the leave, plus such further allowances as may be specified for the purpose in this Determination; and
- iii. for the purpose of long service leave, a member's annual salary and if the long service leave is spent in the Northern Territory or where the recognised dependants of a member remain in the Northern Territory, also the current Northern Territory Allowance to which the member was entitled at the commencement of such long service leave and any other current allowance to

which the member was entitled at the commencement of such long service leave which in the opinion of the Commissioner should continue to be paid.

## **7 Facilitative Powers For Commissioner**

- 7.1 The Commissioner may enhance or extend a condition to a member provided for under this Determination.
- 7.2 The Commissioner may vary a member's entitlement under this Determination where representation is made by the member.

## **8 Dispute Settling Procedures**

- 8.1 In the event a dispute arises in relation to this Determination every endeavour shall be made to settle the dispute amicably by direct negotiation and consultation between the parties to this Determination.
- 8.2 Prior to invoking the provisions of this clause, supervisors and members are required to utilise the Personnel Decisions policy.
- 8.3 The object of these procedures is to avoid disputes and to facilitate the resolution of grievances by conciliation without delay.
- 8.4 In this Clause:  
"grievance" means complaints of breaches, misinterpretation or misapplication of matters affecting terms and conditions of service; and  
"dispute" means an industrial matter which can properly be heard before the Police Arbitral Tribunal and excludes matters concerning discipline, transfer and promotion, other than entitlements on transfer.
- 8.5 Where a grievance arises in a particular work location, discussions shall be held between the Officer/s or member/s concerned and the supervisor, with or without the assistance of a Branch or other Association official.
- 8.6 Failing resolution of the grievance further discussions shall be held between the Branch or other Association official and the appropriate Divisional Officer who shall inform the Director Human Resource Management of the grievance and take advice on the matter.
- 8.7 If the grievance is not resolved at that level within three working days, the matter must be referred to the relevant Assistant Commissioner and/or Executive Director who shall review the matter, in conference or otherwise, and advise a final position in the issue.
- 8.8 It is agreed that work shall continue during the period of negotiation, discussion and consultation except in the case of work which is considered to be unsafe. In any case where work is considered to be unsafe, the management shall be immediately consulted to determine whether safety regulations are being observed. Work shall continue in those areas considered to be safe and other workers may be relocated to these areas.
- 8.9 Neither party to this Determination will initiate proceedings before the Police Arbitral Tribunal or bring the matter before the Commissioner until such procedures contained here-in have failed to resolve the issue, and each constituent of the other party has given three clear days notice of their intent to do so.
- 8.10 Observance of this period of notice shall not prejudice the position of any party to the dispute.
- 8.11 Whilst the grievance/dispute resolution procedures are continuing, no form of ban or limitation of work shall be applied.

## **9 Management of Change**

- 9.1 The NTPF and the NTPA are committed in a spirit of cooperation and good will to these Management of Change provisions outlined in the following clauses.

- 9.2 Change Principles are:
- a. the NTPF and NTPA are committed to working together to provide policing services aligned to strategic and corporate directions of the NTPF and meeting the needs of local communities; and
  - b. the NTPF and NTPA are committed to facilitate good change management to promote modern policing practices through technological opportunities, achieving efficiencies, service improvements, increased productivity and to best manage the effects of change on employees' work practices, conditions or career prospects; and
- 9.3 There is benefit in promoting active participation and having open discussions with employees about workplace reform and about how to best meet the changing needs of the environment. Characteristics of good change management include:
- a. a co-operative consultative approach, involving employees; and
  - b. a process that is conducted efficiently, fairly and expeditiously; and
  - c. consideration of the needs of both the organisation and affected employees; and
  - d. members have a clear understanding of the change required; and fair and reasonable HRM principles are observed, including fair and sensitive treatment and support facilities for displaced employees, and regard to the general well-being of employees; and
  - e. natural justice is accorded to those employees affected by the change where their terms and conditions of employment are involved; and
  - f. prompt resolution of problems and grievances can occur by discussions and open communication about the issue and reasons for decisions, between employees and supervisors.
- 9.4 The procedures for good change management include:
- a. the NTPF and NTPA support the Personnel Decisions Process for communication between employees and supervisors to seek reasons for or review of decisions by supervisors and to endeavour to settle disputes by consultation and negotiation between the parties utilising the dispute settlement procedures set out herein;
  - b. both the NTPF and NTPA commit themselves in a spirit of cooperation and goodwill to the Management of Change provisions outlined in this clause.
- 9.5 The NTPA will properly and adequately resource and facilitate meaningful consultation. Subject to operational requirements, executive members and delegates of the NTPA may also be approved to represent the NTPA in consultation processes during work time.
- 9.6 Change strategy shall be implemented in such a way as to ensure that the elements of these provisions and the requirements of other Determination provisions can be met in a clear, agreed way through management setting out and following a Change Strategy about a proposed change, essentially including but not limited to the following considerations:
- a. identify the reasons for change, identify the objectives to be achieved and the resources allocated to the change process; and
  - b. consider the following issues in the Change Strategy:
    - i. how employees can/will be involved and how the change may impact on job satisfaction and general well-being of employees, considering how employees can be treated fairly and sensitively ;
    - ii. what learning or training may be required, or what learning or training opportunities may arise; and
    - iii. health and safety as applicable.



- c. set out a consultation and communication approach so as to consult with affected members and the NTPA at appropriate and timely stages, so it can be demonstrated that improvement strategy options were jointly examined and considered; and
  - d. formally communicate results of consultation with the NTPA and other stakeholders/reactors to the NTPF Executive so they may actively consider and decide upon this information in the decision-making processes; and
  - e. communicate the reasons for the decision of the NTPF Executive to the affected employees and/or the NTPA, in particular the basis for elements of the decision that are contrary to the input from consultation with the affected employees and/or the NTPA; and
  - f. set up a monitoring process to ensure that, as far as possible, the outcomes match the objectives.
- 9.7 After the communication of reasons outlined in sub-clause 9.6(e) the NTPA may at that time indicate to the Commissioner where it agrees with the final outcome and where it disagrees.
- 9.8 Where it disagrees, the NTPA may outline the arguments and basis for its disagreement, and suggested changes. The NTPA may ask the Commissioner to consider again whether the NTPF can accommodate such changes, and the Commissioner will consider the NTPA's arguments and suggestions.
- 9.9 Where the Commissioner can accommodate changes in the final outcome, he will indicate this to the NTPA and indicate how he proposes to amend the final outcome to accommodate the changes. Where the Commissioner cannot accommodate changes to the final outcome, he will indicate this to the NTPA and why.

## **10 NTPA Right of Entry**

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

## **11 NTPA Recruit Induction**

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

## **12 Electronic Email Protocol**

- 12.1 Subject to the agreement of the Commissioner of Police, in accordance with Computing and Communications Policy and Standards,:
- a. the NTPA has access, to each of its members by way of the electronic mail system for the transmission and receipt of legitimate NTPA matters; and
  - b. NTPA Newsletters and Bulletins will be distributed by the Department electronically; and
  - c. members have access to the NTPA and Police Federation of Australia (PFA) Web sites.

## **PART 2 – SALARIES, RANK STRUCTURES AND ALLOWANCES**

### **SALARIES**

#### **13 Salaries and Rank Structure**

- 13.1 The Rank Structure and salaries for members to which this Determination applies shall be in accordance with terms and conditions set out in an Attachment A. Members to whom this Determination applies shall receive salary payments by way of electronic transfer to a savings or chequing account held at a licensed financial institution nominated by the member.
- 13.2 To remove any doubt, no member to whom this Determination applies shall be entitled to receive payments of salary in cash.

#### **14 Increments**

- 14.1 Subject to the provisions of this Clause, a member shall receive a salary increment after each 12 months, in accordance with the relevant scale of salaries for their rank as provided for at Attachment A.
- 14.2 If the Commissioner is dissatisfied with the efficiency, conduct or diligence of a member he shall warn that member in writing not less than one month before an increase of salary is due that unless the member's efficiency, conduct or diligence becomes satisfactory the date for the commencement of the payment of the increased salary may be postponed.
- 14.3 If, notwithstanding that warning, the efficiency, conduct, or diligence of the member is, in the opinion of the Commissioner, not satisfactory at the date when the increased salary would otherwise be due, the Commissioner may, by order in writing served on the member, postpone the date for the commencement of payment of the increased salary for such time, not exceeding one year, as is specified in the order.
- 14.4 Any such order shall not by itself postpone the date for the commencement of payment of any subsequent increase in salary, but such subsequent increase may itself be postponed by an appropriate order.
- 14.5 Members must complete a Competency Assessment before they are eligible to be paid the top salary increment for the rank of Senior Constable, Sergeant or Senior Sergeant.

#### **15 Increments for Auxiliaries**

- 15.1 Auxiliaries shall be entitled to a salary level increase in accordance with the terms and conditions set out in Attachment A.
- 15.2 A satisfactory performance verification report from immediate supervisor(s) will be required in addition to any length of service prior to any salary level increase being approved.

#### **16 Selection for Higher Duties**

- 16.1 The selections for higher duties shall be in accordance with the Transfer Policy as in force from time to time. The general principle to be used in selecting members to perform higher duties is on the basis of merit as defined in the *Police Administration Act*.

### **ALLOWANCES**

#### **17 Northern Territory Allowance**

- 17.1 Members without dependants appointed prior to 21 July 1988 may have an entitlement to Northern Territory Allowance.

- 17.2 Members without dependants appointed after 21 July 1988 do not have an entitlement to Northern Territory Allowance.
- 17.3 Members with dependants appointed prior to 21 July 1988 will receive Northern Territory Allowance at a rate not less than \$960 p.a.
- 17.4 Members with dependants appointed after 21 July 1988 will receive Northern Territory Allowance of \$960 p.a.

## **18 Consolidated Allowance**

- 18.1 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.
- 18.2 The Consolidated Allowance shall be paid to members at the rate of 20% of their annual base salary to be paid fortnightly. This allowance is paid in lieu of weekend penalties, leave loading, shift work, part in lieu of night shift and public holiday penalties, in replacement of specialist allowances removed in 1991 except for compensatory and fingerprints allowances, and also in 1991 for the removal of the second Sunday provision, for agreement for flexible rostering and for the replacement of police by Police Auxiliaries to perform certain duties.
- 18.3 For receipt of this allowance, members may be required to perform operational duties or be rostered nights and weekends as operationally required.
- 18.4 The additional payments prescribed by this clause shall only be calculated on the base salary rate of the member or the member's base rate of pay while on higher duties.
- 18.5 The additional payments prescribed by this Clause shall not be taken into account in the computation of overtime or in the determination of any allowance based upon salary, nor shall it be paid with respect to any shift for which any other form of penalty payment is made under this Determination.
- 18.6 The Consolidated Allowance shall apply to recreation leave, personal leave with a medical certificate, personal leave without a certificate for the first 2 shifts of absence in any calendar year, and long service leave (only when actually taken, and not when paid on termination or retirement).
- 18.7 Where a member is on part time leave without pay the Consolidated Allowance will be paid proportionally to the hours of work.

## **19 Higher Duties Allowance**

- 19.1 Members who are required to perform all the duties of an office or position normally filled by a member of a rank higher than their own shall be paid in respect of the performance of those duties, an allowance equal to the amount of the difference between their own salary and the salary level of the higher rank closest to but exceeding the member's own salary.
- 19.2 A member shall normally be advised, prior to commencing a period of higher duties, the dates on which such duties will commence and cease. Such an allowance shall only be paid for each shift where the period of acting at a higher rank exceeds 10 consecutive working days.
- 19.3 Members shall not relieve in an acting capacity in any rank above that for which they are qualified if there is another efficient qualified member available in that section to relieve in the vacant position.
- 19.4 A member who, at the time of proceeding on approved recreation leave was in receipt of higher duties allowance shall continue to be paid such an allowance to the extent that the allowance would have been paid but for the granting of the leave.
- 19.5 Higher duties allowance shall be treated as normal salary.

## **20 Water Police Section – Allowances and Conditions**

- 20.1 Notwithstanding anything contained in this Determination a member whilst employed on an ocean-going patrol vessel under the control of the Water Police shall -
- a. be provided with provisions and lodgings on the vessel at the expense of the Commissioner;
  - b. 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;
  - c. 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.
- 20.2 For the purpose of clauses 20.1(a) and (b) a part day shall be paid on a pro-rata basis.
- 20.3 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 20.1 but shall be entitled to overtime in accordance with the overtime provisions set out under Part 3 of this Determination for any time worked.

## **21 Restrictive Surveillance Duty**

- 21.1 The provisions of Restrictive Surveillance Duty will be used when the following criteria apply:
- a. there is a need for a member to remain away from the usual place of residence;
  - b. the member is unable to leave the operation or field of operation;
  - c. the member must remain at the operation site after their rostered shift is completed; and
  - d. the member cannot be relieved from the operational site due to the requirements of maintaining security and secrecy of the operation.
- 21.2 Restrictive Surveillance Duty means a period of time being twenty-four (24) hours or part thereof in any one calendar day.
- 21.3 Restrictive Surveillance Duty does not replace any other provision of this Determination except as defined in clause 21.1.
- 21.4 Restrictive Surveillance Duty shall commence when a member is called to duty, or, if on duty, from the commencement of such tour of duty.
- 21.5 Restrictive Surveillance Duty shall cease when the circumstances described in clauses 21.1(c) and (d) have ceased and normal provisions shall apply.
- 21.6 Where a member is required to take part in Restrictive Surveillance Duty as defined in clause 21.1 the member shall be entitled to payment in the following manner for duty performed during each period of Restrictive Surveillance Duty:
- a. rostered shift @ current actual rate;
  - b. 8 hours @ 150% of the hourly rate for Senior Constable; and
  - c. in lieu of Travelling Allowance, members performing Restrictive Surveillance Duty shall receive the sum of \$60 per day or part thereof for each hour such Restrictive Surveillance Duty is performed, such payment to be calculated from the commencement of the actual Restrictive Surveillance Duty. The amount payable shall be subject to review from time to time.

## **22 On Call Allowance**

Members on call shall be paid an allowance at the current gazetted rate for each hour they are deemed to be on call. Members notified that they are on call must remain contactable by telephone or paging system for all of the time that they have been advised to be on call. The members to whom the allowance shall be paid, and the conditions under which the allowance shall be paid shall be determined by the Commissioner from time to time.

## **23 Allowance For Meals to Prisoners and Witnesses**

A member required to provide meals for a prisoner or witness shall be paid an allowance for each meal provided at the rate paid as an overtime meal allowance.

## **24 Fingerprints, Spending and Plain Clothes Allowance**

24.1 Any members who are permanently attached to the Fingerprint Section shall in addition to any other allowance to which they may be entitled under this Determination, receive an allowance in accordance with the following scale:

PER ANNUM \$

1st year in the Section	364
2nd year in the Section	484
3rd year in the Section	727
4th year in the Section	968
5th and subsequent years in the Section	1,210
On achieving expert status (in lieu of above allowances)	2,419

24.2 Allowances identified as spending allowance and plain clothes allowance shall be payable to members serving in sections or branches as approved by the Commissioner.

24.3 Territory Response Group members required to provide close personal protection (CPP) may be paid up to \$285.60 per annum on production of receipts to assist in the purchase of suitable clothing. The number of members eligible for this allowance will be limited to those qualified for and actually engaged in CPP duties in the period for which the claims are made. Members receiving an allowance under clauses 24.1 to 24.2 who are absent from work on personal leave or any other approved leave shall, at the Commissioner's discretion, continue to be paid the allowance.

24.4 The rates specified at Clause 24.2 and 24.3 shall be reviewed and adjusted in January each year in accordance with the latest Consumer Price Index figures for Darwin for the previous twelve months.

24.5 A member, who at the time of proceeding on recreation leave, was in receipt of an allowance prescribed in under clauses 24.1 to 24.2 shall continue to be paid such allowance to the extent that the allowance would have been paid but for the granting of leave.

## **25 Temperate Clothing Allowance**

25.1 A member who is required to travel from a tropical locality to a temperate locality on official duty to attend a training course, shall be eligible for the payment of an allowance to reimburse reasonable costs incurred for the purchase of clothing suitable for the location they are travelling to, subject to the following provisions:

- a. the Commissioner may approve any other reasonable claim for payment;
- b. subject to the provisions of sub-clause (g), a member to whom this clause applies, shall be eligible to claim payment of the allowance once only in each period of two calendar years in a tropical locality;

- c. a member who was recruited from a temperate locality shall not be entitled to claim under this clause until that member has completed twelve months service;
- d. for the purpose of this clause, a Temperate Locality shall mean any area south of the Tropic of Capricorn or north of the Tropic of Cancer;
- e. the allowance is to reimburse the member in respect of reasonable expenditure for clothing purchased for the period of the travel, which would not normally be used by the member at his normal headquarters;
- f. the Commissioner must be satisfied that the items purchased by the member are appropriate to the duties to be performed by the member while in the temperate locality;
- g. where a member has claimed part of the maximum allowance payable and travels to a temperate locality again within two years of the initial claim, a claim may be approved for the residue of the maximum allowance;
- h. where a member has claimed payment in accordance with sub-clause (g), eligibility to claim a further allowance at a later date shall be based on a period of not less than two years from the date of the initial claim;
- i. where a member finds it necessary to hire formal attire for a formal occasion which he/she is required to attend in connection with the purpose of the travel, an additional allowance may be approved to the extent of the actual cost of hire;
- j. a member has no eligibility to buy and hire attire of the same type for the same trip;
- k. reimbursement is to be made on proof of the purchase or hire of clothing only; and
- l. the maximum payment of Temperate Clothing Allowance is \$480 and shall be reviewed and adjusted in January each year in accordance with the latest Consumer Price Index figures for Darwin for the previous twelve months.

## **26 Loss Or Damage To Clothing or Personal Effects**

- 26.1 A member shall be reimbursed for loss or damage to clothing or personal effects where the loss or damage:
- a. has resulted from an act or omission by another person employed by the Northern Territory;
  - b. was caused by a fault or defect in goods belonging to, or buildings or property belonging to or occupied by, the Commonwealth or the Northern Territory;
  - c. occurred while the member was protecting or trying to protect property belonging to or occupied by the Commonwealth or the Northern Territory; or
  - d. occurred in circumstances other than those described herein but which, in the opinion of the Commissioner, are such that the loss or damage can reasonably be regarded as being attributed to the duties of the member, provided that the loss or damage is attributable to the service of the member, the member took reasonable precautions to avoid the loss or damage and the member cannot reasonably be expected to take legal action to recover the amount of the loss or damage from a person who may be liable to pay compensation for that loss or damage.
- 26.2 Reimbursement for the loss or damage to clothing or personal effects shall not be made in the following circumstances:
- a. where clothing or personal effects are left on Government premises, including in official vehicles and the loss or damage did not arise in circumstances specified in clause 26.1;
  - b. where special, personally owned equipment (e.g. radios, calculators, drafting instruments, photographic equipment, etc.) is used by the member while on duty and

- in the performance of normal work, as a result of the member's personal choice or convenience and the loss or damage occurs during that work, except where the member was instructed to use that personal equipment;
- c. where the loss or damage occurred during travel between the member's place of work and residence or vice versa; or
  - d. where the loss or damage is caused by fire, flood, theft or some other usually insurable risk on Government premises or in the field, but not arising in circumstances specified in clause 26.1.
- 26.3 Where the loss or damage is caused or substantially caused, by the negligence or carelessness of the member making the claim, reimbursement of the amount of the loss or damage shall not be made or shall be reduced, depending upon the degree of contribution of the negligence.
- Example 1: Where protective clothing is supplied and the member fails to wear the protection contrary to instructions, the cost of resultant damage to the employee's clothing, etc., shall not be reimbursed.*
- Example 2: Where, at the request of the Commissioner, a member uses personal photographic equipment as part of normal duty and the member negligently leaves that equipment in a situation where the loss or damage shall not be reimbursed or the reimbursement shall be substantially reduced.*
- 26.4 Reimbursement for loss or damage shall not be made;
- a. where the member is entitled to recover the amount of the loss or damage sustained under a contract of insurance;
  - b. where the member has received or is entitled to receive, payment of the amount of the loss or damage from a person liable for such loss or damage; or
  - c. at any time after proceedings have been instigated by the member against a person who may be liable for the loss or damage and before those proceedings have been finalised.
- 26.5 Claims shall be in writing and shall include the following information:
- a. full name, rank and section or branch of the member;
  - b. full details of the circumstances from which the loss or damage arose;
  - c. full details of the loss or damage including the date the items were purchased, the expected life of the items and details of the damage; and
  - d. the cost of replacement or, if appropriate, the cost of repair, of lost or damaged items by way of receipts or written quotations.
- 26.6 Wherever possible, claims shall be accompanied by reports of witnesses including, if appropriate, reports on a before and after basis attesting to the condition of the items concerned at those times.
- 26.7 The claim is to be forwarded to the member's supervisor who is to provide a certificate that the loss or damage occurred as stated in the claim. If the supervisor does not agree with the claim for any reason, a statement detailing those reasons must be attached to the claim before forwarding to the delegate for assessment.
- 26.8 Where the loss or damage is claimed to have resulted from a fault or defect in Government equipment, evidence should be sought that the equipment was at fault and that necessary repairs, etc, have been undertaken.
- 26.9 Where the claim relates to damage to clothing or personal effects, consideration will be given to the repair of the items rather than replacement and quotations for repairs will be considered prior to authorising payment in respect of replacement. Where repairs have been attempted and are unsuccessful (e.g., where dry cleaning fails to remove a stain from

clothing), the cost of attempted repair and replacement will be included in the calculation of the allowance payable.

- 26.10 Calculation of the amount payable in relation to replacement of a lost or damaged item is based upon the actual replacement cost of the item concerned less any amounts applicable to depreciation, residual value, negligence factor, etc.
- 26.11 Clause 26.20 provides depreciation rates for more common items subject to a claim.
- 26.12 In many cases, articles of clothing or other personal effects which are damaged to the extent that they are no longer suitable for work wear or use, may have a residual value. Articles of clothing may be suitable for wear for other purposes and damaged items may still be usable to a certain extent, may have a trade-in value or may be independently saleable. In such cases, a residual value shall be assigned to the article, which is then deducted from the amount of allowance payable for replacement. If necessary, the item is to be inspected or valued by a qualified valuer, prior to setting the residual value.
- 26.13 Where the member making the claim is considered to have been negligent to some degree, an appropriate amount calculated in accordance with Clause 26.3 shall be deducted from the amount otherwise payable.
- 26.14 Where a damaged item has been repaired, the costs of repair, up to the amount calculated for replacement under Clause 26.10, shall be the allowance payable.
- 26.15 After assessment and approval of the claim and the allowance payable, the member will be advised in writing of the acceptance of the claim and of the details of the calculations of the allowance to be paid.
- 26.16 All claims in respect of the loss of cash are to be referred to the Commissioner for consideration. It is unlikely, however, that claims of this nature will be recognised particularly where the loss has resulted from, or could be attributed to, the member's own negligence or carelessness.
- 26.17 The theft or other loss of cash collected for tea clubs, gifts to departing members, etc. is not seen as the responsibility of the Force, and any claim as a result shall not be accepted.
- 26.18 Personal possessions held or left on Government premises including in official vehicles, are the responsibility of the owner and the Northern Territory shall not be responsible for any loss or damage, except in circumstances specified in clause 26.1.
- 26.19 It is the responsibility of the owner of such possessions to arrange suitable insurance cover for those possessions or to remove the items from Government premises.

#### Standard rates of depreciation

- 26.20 The following is a guide to standard rates of depreciation that occur under normal everyday conditions. Where items are not listed or due to a particular situation, an item has depreciated at a greater or lesser rate, the Commissioner or his delegate will apply common sense and good judgement in assessing an appropriate rate of depreciation.

<b>Item / Clothing</b>	<b>Depreciation rate</b>
(a) Clothing subject to heavy physical or outdoor wear, e.g. T-shirt, stubbies, cloth hat, etc.	5% per month
(b) Normal lightweight office attire, e.g. light cotton or similar material dress, blouse, skirt, tailored shorts, socks, etc.	3% per month
(c) Heavier and less frequently worn office attire, e.g. cardigan, pullover, trousers, jacket, shoes, etc.	2% per month



- (d) Miscellaneous items  
e.g. suit, hat, leather belt, etc. 2% per month

#### **Other Items**

Electrical equipment e.g. calculator, radio	1.5% per month
Watch band, etc	2% per month
Watch	1.5% per month
Photographic equipment	1.5% per month
Spectacles	1% per month

## **27 Uniforms**

- 27.1 Suitable uniforms of good quality as approved by the Commissioner after consultation with the Association, shall be provided to all members required to wear uniform.
- 27.2 All members shall be provided with items of uniform in accordance with General Orders as amended from time to time.
- 27.3 Items of uniform which become unserviceable through fair wear and tear, shall be replaced by the Commissioner as required.
- 27.4 Uniforms damaged or destroyed in the discharge of duty shall be replaced by the Commissioner.
- 27.5 All uniforms issued to members in accordance with the provisions of this clause, shall be free of charge.

## **STUDY LEAVE AND ASSISTANCE**

### **28 Study Assistance**

- 28.1 Subject to the approval of the Commissioner, a member may be granted time off and reimbursement of fees in respect of a course of study or instruction at an institution under the following provisions.
- 28.2 The study assistance scheme is designed to provide a means by which the Force can assist members to undertake studies which are aimed at increasing the member's efficiency and which might be expected to convey a general developmental benefit in addition to the particular skills and knowledge acquired.
- 28.3 A member who has been granted leave to attend a course in accordance with Clause 31.1 and during such course sustains an injury or illness directly attributable to attendance at such course, such injury or illness having not been contributed to by way of the member's own negligence or misconduct, shall be entitled to personal leave and medical expenses under the personal leave provisions set out in Part 4 of this Determination.

### **29 Study Assistance Adviser**

- 29.1 The Commander, Recruitment and Staff Development will provide guidance on which courses are relevant to the requirements of the Force.
- 29.2 This advice will be directed towards ensuring that members are adequately informed about study opportunities and that the type of study envisaged is likely to be of benefit to both the member and the Force.
- 29.3 Where alternative forms of personal development appear to be more appropriate, the Commander, Recruitment and Staff Development will advise members of these alternatives. In addition to advice on these broader issues, members also benefit from guidance on more specific aspects of study such as course planning, study practices, and likely career development resulting from particular courses of study.

### **30 Approved Courses of Study**

- 30.1 The Commissioner may determine that a course of study is relevant to Northern Territory Police, or the Public Sector generally, where he is satisfied that:
- a. the course of study is a short course of instruction which is relevant to the functions of Northern Territory Police;
  - b. the course of study is a first qualification which is relevant to Northern Territory Police, or the Public Sector generally;
  - c. the course of study is a subsequent qualification which, in the opinion of the Commissioner, would be of substantial benefit to Northern Territory Police; or
  - d. where the course of study is a course leading to a diploma, associateship or other certificate, which is relevant to the member's career with Northern Territory Police.
- 30.2 A member may apply to the Commissioner for recognition of a course of study and for assistance to undertake or continue a course of study.

### **31 Study Leave**

- 31.1 The Commissioner may, subject to the requirements of Northern Territory Police, approve an application with respect to an approved course of study:
- a. as paid study leave in relation to -
    - i. attendance at lectures, tutorials and for similar purposes so long as the time does not exceed 8 hours per week including travelling time;
    - ii. attendance for examination including necessary travelling time but excluding any time off required to prepare for examinations; and
    - iii. where the member undertakes the course of study as an external student, attendance to comply with residential requirements of the course for a period not exceeding 4 weeks in any year including travelling time; or
  - b. as study leave without pay for a period in excess of 8 hours per week for the purposes specified in sub-clause (a), or on the basis that the member shall make up the time granted by performance of duty at a time when they would not normally be required to perform duty.
- 31.2 The Commissioner shall not approve an application for paid or unpaid study leave where he is satisfied that the approved course is available outside normal working hours.

### **32 Effects of Study Leave Without Pay on Service**

- 32.1 Study leave without pay granted under this clause does not count as service for any purpose but does not break continuity for long service leave purposes where the member -
- a. has satisfactorily completed the course in respect of which the study leave without pay was granted; and
  - b. upon resumption of duty after that period of study leave without pay completes a continuous period of service for -
    - i. a period that is equivalent to the period of study leave without pay; or
    - ii. a period of 12 months; whichever is the lesser.

### **33 Fees**

- 33.1 Where a member is undertaking an approved course of study the member may apply for reimbursement of fees incurred for enrolment, tuition or examination necessarily incurred in respect of that study, but not being a fee to which Clause 34.1 refers. The Commissioner may approve reimbursement where the member:

- a. has produced evidence of meeting all requirements as set by the institution or course provider in relation to the unit or course of study and has satisfactorily completed the course to which the fee pertains; and
  - b. produces proof of payment of the fee.
- 33.2 The Commissioner shall not authorise reimbursement of fees which are amenities fees, graduation fees, fees payable as a result of failure by the member to enrol by a specified time or date, or any other amount payable by the member by reason of some act or omission on their part, or any fees which have not been paid by any other organisation.
- 33.3 A member shall not be reimbursed the cost incurred for -
- a. supplying books or materials;
  - b. accommodation; or
  - c. activities associated with attendance at residential institutions.

### **34 Higher Education Contribution Scheme (HECS)**

- 34.1 The Commissioner shall not approve the reimbursement of the HECS incurred by a member in respect of an approved course of study unless he is satisfied that -
- a. the contribution arises from the attendance at Charles Darwin University, except where the approved course of study is not provided at that university, or the member is unable by reason of his locality to attend the relevant campus of Charles Darwin University;
  - b. the amount does not exceed the amount payable in relation to the discounted liability of the member had the member paid HECS in advance;
  - c. the member has paid the full amount of the contribution claimed;
  - d. the member has satisfactorily completed the approved course of study or unit of study; and
  - e. the member was employed by the Northern Territory Police at the time the liability was incurred and is a member at the time of making the application.
- 34.2 The Commissioner shall not authorise reimbursement of fees or HECS under this Section where a member is absent from duty on any form of leave without pay (including unpaid maternity or parental leave), and that member has not returned to duty.

## **PART 3 – HOURS OF DUTY, MEAL BREAKS, AND OVERTIME ALLOWANCES**

### **35 Hours of Duty and Rosters**

- 35.1 Rosters for each work area shall conform to the requirements of these provisions and such other clauses of this Determination as are relevant. Whilst 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.
- 35.2 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.
- 35.3 Any changes to existing rosters proposed by the Commissioner will be managed in accordance with the “Management of Change” provisions set out under Part 1 of this Determination.

- 35.4 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.
- 35.5 The consultative process shall be the same as that outlined under Part I of this Determination.

## **36 Shift Definitions**

The following shift definitions shall apply:

- a. Day shift means any shift commencing between 0600 hours and 1200 hours.
- b. Evening shift means any shift commencing between 1200 hours and 1800 hours.
- c. Night shift means any shift commencing between 1800 hours and 0600 hours.

## **37 Maximum Rostered Hours**

- 37.1 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.
- 37.2 The number of ordinary rostered hours to be worked by a member on any one day or shift shall be between 8 and 12 hours.
- 37.3 A roster period shall be determined for each work area and will generally cover a period of 14, 28 or 35 consecutive days.

## **38 Display of Rosters**

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

## **39 Changes to a Member's Roster**

- 39.1 A member may swap a rostered shift with another member provided the other member and the supervisor agree to the swap.
- 39.2 Supervisors should endeavour to give at least a minimum of 96 hours notice to members in relation to non-consensual changes to a member's rostered shift(s).
- 39.3 Except in the circumstances identified at clauses 39.4 and 39.7, where a member's rostered shift(s) is changed without the consent of the member and less than 72 hours notice was given for the change, the member is entitled to be paid at a penalty rate of 20% for the entire newly rostered shift worked.
- 39.4 Where a non-consensual change of roster does not represent a change of shift as defined at clause 36, 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.
- 39.5 Where a non-consensual change of roster involves the requirement to work on a day which was a rostered day off, this must be communicated 72 hours prior to the commencement of the altered shift or the end of the last shift worked before commencement of the period of time off, whichever is earlier.
- 39.6 Where a non-consensual change of roster involving a member's rostered day off is not communicated to the member in accordance with clause 39.5, the member will be entitled to the appropriate overtime rate for the duration of the new rostered shift in substitute of the rate in clause 39.3.

- 39.7 A roster may be changed in the following circumstances, without penalty:
- a. a state of alert, emergency or disaster, as defined in the Northern Territory Disasters Act; or
  - b. a major unforeseen policing demand/s that emerges from intelligence obtained during the period between when the roster has been posted until the roster is due to commence, and during the roster period.
  - c. 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.
- 39.8 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.

## **40 Consultation**

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

## **41 Provision of Maximum Hours for Shift Workers**

- 41.1 In the case of a 35 day roster:
- a. a member shall not be required to work rostered evening or night shifts, or a combination of shifts involving hours of duty which fall between 1800 hours and 0600 hours for more than 15 shifts in each period of 25 working days; and
  - b. a member shall not be rostered to perform night shift duty for more than 7 shifts in 20 working days.
- 41.2 In the case of a 28 day roster:
- a. a member shall not be required to work rostered evening or night shifts, or a combination of shifts involving hours of duty which fall between 1800 hours and 0600 hours for more than 14 shifts in each period of 20 working days; and
  - b. a member shall not be rostered to perform night shift duty for more than 6 shifts in 20 working days.
- 41.3 In the case of a 14 day roster:
- a. a member shall not be required to work rostered evening or night shifts, or a combination of shifts involving hours of duty which fall between 1800 hours and 0600 hours for more than 6 shifts in each period of 10 working days; and
  - b. a member shall not be rostered to perform night shift duty for more than 3 shifts in 10 working days.
- 41.4 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.
- 41.5 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.

## **42 Meal Break**

- 42.1 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.
- 42.2 Supervisors must be vigilant in administering this provision by ensuring, where possible, that members avail themselves of a meal break.
- 42.3 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 42.1, shall be entitled to a meal allowance at the approval of the supervisor.

- 42.4 Each individual claim is to be made at the end of the shift for which the meal allowance is claimed or before the end of the following shift worked.
- 42.5 Payment of this meal allowance will be at the same rate as the overtime meal allowance

### **43 Shift Sequences, Change Over's and Breaks**

- 43.1 Subject to Clause 43.2, every break between rostered shifts must be at least 10 hours in length.
- 43.2 Quick changes, that is a break between shifts of more than 8 hours but less than 10 hours shall only be permissible by consent of the parties in accordance with Clauses 35.2 and 40.1 of this Determination.

### **44 Rostered Days Off**

- 44.1 In the case of a 35 day roster:
- a. a member shall be entitled to at least 10 rest days in each roster period.
  - b. rest days shall be a clear break of 24 hours off duty.
  - c. where practicable, two 24 hour rest periods shall be rostered consecutively.
  - d. every member shall have a minimum of 2 weekends rostered off duty in each 35 day roster period.
- 44.2 In the case of a 28 day roster:
- a. a member shall be entitled to at least 8 rest days in each roster period.
  - b. rest days shall be a clear break of 24 hours off duty.
  - c. where practicable, two 24 hour rest periods shall be rostered consecutively.
  - d. every member shall have a minimum of 1 weekend rostered off duty in each 28 day roster period.
- 44.3 In the case of a 14 day roster:
- a. A member shall be entitled to at least 4 rest days in each roster period.
  - b. Rest days shall be a clear break of 24 hours off duty.
  - c. Where practicable, two 24 hour rest periods shall be rostered consecutively.
  - d. Every member shall have a minimum of 1 weekend rostered off duty in each 28 day period covered by any two consecutive rosters.
- 44.4 The member responsible for drawing up rosters is to make every reasonable effort to ensure that, where a member is rostered the required weekend off, that the weekend off is preceded by a day shift and succeeded by a day or evening shift.

### **45 Overtime**

- 45.1 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 the direction of the Commissioner. Where such prior direction could not be obtained, approval must be sought at the first opportunity.
- 45.2 These overtime provisions shall be deemed to be inserted in full and to form part of every clause in this Determination dealing with payment for overtime.
- 45.3 Approved overtime shall be paid for as follows:
- a. on a public holiday - at the rate of double time and a half based on the member's annual salary rate;

- b. on a Saturday or a Sunday - at the rate of double time based on the member's annual rate;
  - c. on any other day - at the rate of time and a half based on the member's annual salary rate.
- 45.4 Where any overtime worked falls within two or more categories as described in Clause 45.3, such overtime shall be subject to payment at the applicable rates.
- 45.5 Except as where otherwise excluded, where a member is directed to perform overtime duty and such duty is not continuous with ordinary duty, the minimum overtime payment payable for each separate attendance shall be four hours at the prescribed overtime rate.
- 45.6 These overtime provisions shall not apply in the case of recruits undergoing a course of training who may be required to attend such instruction at such times as directed without the benefit of overtime payments.
- 45.7 Where a member is required to perform overtime in accordance with Clause 45.5 and the reason for such overtime duty or call-out ceases to exist, the member shall be entitled to cease duty forthwith, provided that no payment shall be made for any subsequent call until 4 hours have elapsed from the commencement of the previous call.
- 45.8 The provisions of this clause shall not apply to overtime duty not continuous with rostered duty unless the member or members performing that overtime duty were notified, prior to the commencement of duty on their last ordinary shift, of the time at which they were to report for that overtime duty.
- 45.9 Where members are called on duty at a time when they would not ordinarily have been on duty, and no notice of such call was given prior to them leaving duty on their ordinary rostered shift, payment shall be made at double time for a minimum of 2 hours, inclusive of the time necessarily spent in travelling to and from duty.
- 45.10 Where the reason for such overtime duty or call-out prescribed in Clause 45.9 ceases to exist, the member shall be entitled to cease duty forthwith provided that no payment shall be made for any subsequent call-out until 2 hours have elapsed from the commencement of the previous call-out.
- 45.11 Where, in the opinion of the Divisional Head, it is essential in the interest of health that respite from work be granted to a member who has been called up for duty at a time when the member would not ordinarily have been on duty, the member may be relieved from duty on their next rostered shift, without deduction from salary, for a period not exceeding the number of hours extra duty worked. In no case shall the period of relief from duty extend into a second rostered shift.
- 45.12 The provisions of Clause 45.11 shall apply equally in the event of a member being required to work overtime beyond the rostered time of finishing.
- 45.13 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 an emergency.
- 45.14 A member travelling on duty 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.
- 45.15 Travelling time shall not include time of travel by train in excess of their normal rostered shift where a sleeping berth is provided.
- 45.16 Payment under Clause 45.14 shall not be made for more than 5 hours in any one day.
- 45.17 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.

45.18 Payment for overtime 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.

#### **46 Overtime Meal Allowance**

46.1 Where a member is required to perform additional duty in excess of their rostered shift of at least a cumulative total of 4 hours, either before or after the rostered shift, the member shall be entitled to the payment of an overtime meal allowance at the same rate applying to employees of the Northern Territory Public Sector.

46.2 Each completed 4 hours of additional duty shall attract a meal allowance in accordance with Clause 46.1.

46.3 Overtime meal allowances will not be paid where a member has already received or will receive a Travelling Allowance meal allowance within 4 hours of the overtime meal allowance otherwise being incurred. However, overtime meal allowances may be paid to members in receipt of self-catering food payments.

## **PART 4 – PUBLIC HOLIDAYS AND LEAVE**

#### **47 Public Holidays**

47.1 A member shall be entitled to public holidays in accordance with the provisions of the Northern Territory Public Holidays Act.

47.2 A member who is rostered to perform and performs ordinary duty on a public holiday shall be paid at double time for that duty.

47.3 A member who is regularly rostered for duty on any day of the week shall be paid for 8 hours at single time where a rostered day off duty falls on a public holiday.

47.4 The provisions of this clause do not apply to members who are only rostered to work Monday to Friday and who are not ordinarily rostered to work public holidays as part of their normal shift rotation.

47.5 For the purposes of this clause only, a member shall be paid public holiday rates for all the actual hours worked on the public holiday. Hours within the same shift that fall outside of the public holiday shall be paid at non-public holiday rates.

47.6 The following provisions apply to those public holidays that have a 'usual date' each year, i.e. Christmas Day, Boxing Day, New Year's Day, Australia Day, and Anzac Day.

47.7 Members who perform ordinary rostered duty on either one and one only of the 'usual date' or the 'substitute date' of a public holiday referred to at Schedule 2 of the Northern Territory Public Holidays Act, will receive the public holiday payment of double time.

47.8 Members who perform ordinary rostered duty on both the 'usual date' and the 'substitute date' will be paid the Public Holiday rate for work on the 'substitute date', and will be given time off in lieu equal to the number of hours worked on the 'usual date', in recognition of their work on the 'usual date'.

47.9 Members who are regularly rostered for duty on any day of the week, who are rostered off duty on the 'substitute date', will be paid for 8 hours at single time. This provision does not apply to members rostered off duty on the 'usual date'.

47.10 The rate of overtime payments will be according to which date is the declared public holiday, i.e. public holiday overtime rates will only be paid on the 'substitute date'.

47.11 These provisions operate in addition to the other police provisions applying to public holidays.



## **48 Recreation Leave**

- 48.1 New and existing members (excluding those existing members who elected the 6 week recreation leave option and Superintendents) shall be entitled to 280 hours recreation leave annually.
- 48.2 Existing members who elected the 6 week recreation leave option (3.1% salary increase) shall be entitled to 240 hours recreation leave annually.
- 48.3 Recreation Leave shall accrue progressively during a year of service according to the members ordinary hours of work.
- 48.4 Leave debits will be equivalent to the ordinary hours a member would have worked had such member not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.
- 48.5 Superintendents shall be entitled to 240 hours recreation leave annually, that shall accrue progressively during a year of service according to their ordinary hours of work, and administered in accordance with the provisions outlined in Part 12.
- 48.6 To facilitate the preparation of leave rosters and to secure the most equitable rotation of leave periods or for any other suitable reason, the Commissioner may advance a credit of recreation leave in any year, as though a member had completed that year of service.
- 48.7 The provisions of Clause 48.6 do not operate in such a way that a member may be entitled to more than 35 duty days recreation leave credits in respect of any year of service.
- 48.8 A recreation leave roster shall be drawn up from time to time so that the commencement of the first recreation leave scheduled on such roster shall not be less than three months after the date of the publication of such roster in the Police Gazette.
- 48.9 A recreation leave roster published as aforesaid shall not be altered unless:
  - a. in the opinion of the Commissioner an alteration is urgently necessary having regard to the exigencies of the Force; or
  - b. a member requests an alteration and other members affected by the alteration consent to, and the Commissioner approves of, the request.
- 48.10 The name of every member entitled to recreation leave shall appear on the leave roster.
- 48.11 A firm date for leave may be altered in any subsequent leave roster if the commencement date before the alteration was more than four months from the date of publication of the roster.
- 48.12 The Commissioner may direct a member to take up to 10 days of their recreation leave credit once in any 12 month period. The Commissioner must provide the member with a minimum of 1 month's notice of this direction.
- 48.13 Members whose last period of recreation leave was rostered so that more than one third of their recreation leave fell in the period from 1 June to 31 August, inclusive, shall not without the member's consent, be rostered for any subsequent period of recreation leave so that any part of that leave falls within those dates.
- 48.14 Recreation leave may at the option of the member be allowed to accumulate for two years, and at the option of the member but only on application to, and with the approval of the Commissioner, beyond two years.
- 48.15 Recreation leave which is not utilised within two years of accrual shall be forfeited unless the Commissioner has approved the member accumulating leave beyond two years.
- 48.16 The Commissioner shall publish each member's recreation leave credits at least once per annum.

- 48.17 Members who make written application to the Commissioner shall be paid during the fortnight preceding the commencement of their recreation leave, in advance, the number of pays that they are entitled to receive during the period of such recreation leave.
- 48.18 If a member on recreation leave is required to return to duty before the expiration of that recreation leave the period of recreation leave thereby not used may be taken when the member next proceeds on recreation leave or may be added to the period already approved, subject to the needs of the Force.
- 48.19 Should the recall to duty involve a member in hours of duty in excess of 8 hours in any one day, such duty shall be regarded as overtime and shall be paid at the applicable rates provided for under Part 3 of this Determination.
- 48.20 Members may exercise the option of returning to the location from where they were recalled whilst on leave to complete such leave. All reasonable expenses and fares incurred in returning to that location shall be paid by the Commissioner.
- 48.21 Where a member on recreation leave away from their normal station is required to return to duty before the expiration of that leave, the member shall be entitled to Travelling Allowance for the period of the recall until the member arrives back at the location at which they were staying on that recreation leave.
- 48.22 Where members recalled from recreation leave do not elect to return to their leave location in accordance with clause 48.20 the provisions of clause 48.21 shall cease to apply when the members are officially notified that they are no longer required on recall.
- 48.23 A Member who resigns or whose services are terminated for any reason other than for misconduct shall be paid salary for the period of recreation leave accrued to them, but not taken, during any completed year of service and on a pro rata basis for each completed month of service in any partial year of service.
- 48.24 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.
- 48.25 A member whose services are terminated for misconduct shall be paid salary for the period of recreation leave accrued but not taken, during any completed year of service on a pro rata basis for each completed month of service in any partial year of service to the date on which the member's service is terminated or, if the member is earlier suspended without pay pending the outcome disciplinary proceedings resulting in the termination of the member, the date of the suspension.
- 48.26 Members who, since their last recreation leave, or if they have not had recreation leave since the date of their appointment, have been absent from duty for any cause (other than recreation leave, long service leave, special leave to count as service or personal leave) for more than 22 duty days in one year of service, shall, if the Commissioner so directs, have the period of their recreation leave reduced by one twelfth of their annual credit or any shorter period the Commissioner may determine for each 22 duty days of absence.

## **49 Recreation Leave Cash-Ups**

- 49.1 Members may elect to take 2 weeks recreation leave at double pay in lieu of using 4 weeks of their recreation leave credit in any calendar year subject to clause 49.4.
- 49.2 The Commissioner may, if satisfied a genuine emergency exists, approve a member's application to cash up their recreation leave entitlement subject to the requirements of clause 49.4.
- 49.3 With the agreement of the Commissioner and taking into account all occupational health and safety provisions, members may elect to use part of their recreation leave credits to acquit any salary over payments, or any other monies owing to the Department.

- 49.4 A member may only cash up recreation leave if their remaining accrued entitlement to paid recreation leave is not less than four (4) weeks.

## **50 Fares on Recreation Leave**

- 50.1 Members appointed prior to 13 February 1989 shall be entitled to payment of return fares on recreation leave to their destination for themselves and their dependants in respect of each completed two years of service from the date they commenced their service in the Force.
- 50.2 Without limiting the general definition of "accrual of service", members continue to accrue service when on authorised personal leave and workers' compensation leave.
- 50.3 "Destination" means the destination specified by the member when seeking approval for a fares payment within the following limits:
- a. when traveling by air:
    - i. a member recruited in Australia - the destination specified;
    - ii. a member recruited from outside Australia - Adelaide; and
    - iii. a member traveling to a destination outside Australia - the equivalent of a Darwin-Adelaide return economy airfare.
  - b. when traveling by means other than air:
    - i. a member recruited in Australia - the Capital city of State of destination;
    - ii. a member recruited from outside Australia - Adelaide; and
    - iii. a member traveling to a destination outside Australia - the equivalent of a Darwin-Adelaide return economy airfare.
- 50.4 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 children'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.
- 50.5 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.
- 50.6 A member entitled to fares on recreation leave may use that entitlement for the purpose of traveling on personal leave, long service leave, special leave with pay or compassionate leave.
- 50.7 The dependants of a member may travel to a destination other than the member's destination, provided that the maximum payment for such dependant's fares shall not exceed that which would be payable for travel to the member's destination.
- 50.8 Members entitled to payment of fares on recreation leave shall be paid the full cost of fares for themselves and their dependants at economy class rates by land, sea or air or any combination thereof depending on the mode of travel the member elects, including sleeper accommodation where applicable, from the member's station to the declared destination and return.
- 50.9 Notwithstanding Clause 50.8, members proceeding on recreation leave, and entitled to payment of fares, and traveling by sea shall be paid the cost of fares for themselves and their dependants, but such cost shall not exceed the cost of fares which would have been payable had the members and their dependants traveled to the same destination by air. The provisions of this sub-clause shall also apply to the dependants of a member entitled to payment of fares and traveling separately from the member.

50.10 If in the opinion of the Commissioner, members have elected a mode of travel which is unreasonable (for example, if they elected to travel from Alice Springs to Mount Isa via Darwin, Perth, Adelaide, Melbourne, Sydney and Brisbane), the Commissioner may direct that the member shall be entitled to receive, in lieu of payment of fares in accordance with the mode of travel elected, a sum not exceeding the cost of air fares from the airport nearest the member's station to the airport nearest the member's declared destination, plus such additional sum as the Commissioner may regard as reasonable to defray the cost of travel from the member's station to the nearest airport and from the airport nearest the member's scheduled destination to that destination.

50.11 The dependants of a member may with the approval of the Commissioner travel separately from the member at any time within the periods during which the member's entitlement to fares is accruing.

50.12 Where:

- a. a child who is dependent on a member is receiving secondary education at a school at a place away from the locality in which the member is stationed, and as a result, lives away from the parent's home; and
- b. the child travels to the member's station during the end of the year school holidays;
- c. the Commissioner may reimburse the member the amount paid by the member in respect of the child's journey from the school to the member's station and, if the child returns to school at the end of the school holidays to continue secondary education, in respect of the child's return journey.

50.13 Where

- a. a child of a member is receiving secondary education at a place away from the member's station and as a result, lives away from the parent's home; and
- b. the member or the member's spouse is, during the school holidays that commence in the month of December in a year, away from the Northern Territory and authority has been given under clause 50.1 for the payment of the member's or the member's spouse's fares for a journey to a declared destination; and
- c. the child travels during the school holidays from the place at which the school is situated to the place at which the member or the member's spouse is during the school holidays;

the Commissioner may authorize the reimbursement to the member an amount equal to either;

- i. so much of the amount paid by the member for fares in respect of the child's journey from the place at which the school is situated to the place where the member or the member's spouse is; or
- ii. so much of the amount that would have been paid by the member for fares for a journey by the child if the child had traveled from the place at which the school is situated to the member or the member's spouse's declared destination; or
- iii. so much of the amount that would have been payable under clause 50.8 for the fares of the child if the child had traveled from the Northern Territory with the member or the member's spouse on the journey referred to in (ii);

whichever is the lesser.

50.14 If the child returns to school at the end of the school holidays to continue secondary education, the entitlement shall be to an amount equal to the lesser of the three amounts referred to in clause 50.13(c).

50.15 Reimbursement of recreation leave fares shall only be payable in respect of one return journey each calendar year.

- 50.16 For the purposes of this entitlement, children of a member whose return to school is delayed due to illness or by other cause that, in the opinion of the Commissioner, is reasonable in the circumstances shall, if they return to school as soon as possible after they cease to be ill or the cause ceases to exist, be deemed to have returned to school at the end of the school holidays.
- 50.17 Subject to clause 50.20, reimbursement under clauses 50.12 and 50.13 shall only be made in respect of a journey in school holidays by a child who is under the age of eighteen years at the commencement of the school holidays.
- 50.18 Where a child has attained the age of eighteen years in the year in which they complete their secondary education, the Commissioner may authorize reimbursement under clause 50.13 in respect of a journey by the child from the school after the completion of such secondary education.
- 50.19 Members who with the consent of the Commissioner use a motor vehicle owned or hired by the member as a means of transport to or from recreation leave shall be paid in respect of that journey, as fares on recreation leave, an allowance determined by the Commissioner, but not less than the cost of the air fare for themselves and, if accompanied by any dependants, three-quarters of the cost of airfares for each dependant traveling with them from the airport nearest the member's station at the time their recreation leave commences, to the airport nearest the member's declared destination, plus such further sum, if any, as the Commissioner may regard as reasonable for traveling from the member's station to the nearest airport and from the airport nearest the member's declared destination to the destination.
- 50.20 A member who, with the consent of the Commissioner, travels in the private motor vehicle of another member or of some other person, shall be paid by way of fares on recreation leave an allowance determined by the Commissioner as reasonable having regard to the circumstances.
- 50.21 Members who, with the written consent of the Commissioner, use a private motor vehicle as a means of transport to or from recreation leave shall, upon written application to the Commissioner, be paid an advance up to the full amount of their entitlement for the journey. The member shall, on resuming duty, produce evidence to the satisfaction of the Commissioner that travel was undertaken to and from the declared destination.
- 50.22 Leave airfare entitlements shall be cashed up and paid to the member as provided for below.
- 50.23 On the first payday following an airfare becoming due the member shall receive a taxable lump sum payment, calculated using the following formula:
- $$A = B / (1-C)$$
- Where:
- A = Lump sum payment.
- B = The value of the relevant airfare.
- C = The member's marginal tax rate determined by adding the lump sum to the member's gross annual income.
- 50.24 In the case of a member who has an entitlement, the lump sum payment shall be the value of the full economy return airfare from the member's gazetted station to Melbourne.
- 50.25 The PAYG tax withheld shall be calculated by multiplying the lump sum payment by the marginal tax rate (i.e. A x C).
- 50.26 Where a member opts, 2 months prior to the date of accrual of an airfare, to utilise the provisions of clause 51 (Traveling Time), the relevant provisions of Clauses 50.1 to 50.21 will apply. The entitlement must be utilised prior to the next accrual of an airfare otherwise

the entitlement will be cashed up in accordance with the cash-up provisions contained herein.

## 51 Travelling Time

- 51.1 Members who, with the consent of the Commissioner, use their private vehicle as a means of transport to or from recreation leave which is being taken outside the Northern Territory, shall, subject to clause 51.4, be entitled to traveling time, inclusive of weekends and public holidays, as follows –
- a. Nhulunbuy 6 days each way
  - b. Darwin 4 days each way
  - c. Katherine 3 days each way
  - d. Tennant Creek 2 days each way
  - e. Alice Springs 2 days each way
- 51.2 Elsewhere, the number of days applicable to the above-mentioned centre nearest to the member's station calculated by the most direct route.
- 51.3 Such traveling time may only be granted following two (2) years service. Further entitlement accrues after each additional two (2) years service.
- 51.4 Travelling time may only be taken in conjunction with recreation leave of not less than twenty (20) days, and receipt by the member of payment in lieu of a recreation leave airfare.

## 52 Long Service Leave

- 52.1 Subject to the provisions set out herein, a member who has served in the Force for 10 years, or whose aggregate period of service in the Force and in the Australian Public Service, in the Public Service of any State or Territory of the Commonwealth, or any of the Armed Services of the Commonwealth or the Commonwealth Police Force, amounts to 15 years, shall be entitled to long service leave, unless in respect of such service the member shall have received either a money payment or have taken leave on full or part pay which, in the opinion of the Commissioner, would make it inequitable that such service be counted towards long service leave, in which event the Commissioner may wholly or partly, as may be just, disallow such other service.
- 52.2 The period of long service leave shall be four tenths of one month on full pay or eight tenths of one month on half pay for each completed year of service in the Force or the other qualifying service.
- 52.3 Members who resign from the Force without having completed the statutory period of ten years 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 eligible service of between seven (7) and ten (10) years.
- 52.4 The pro-rata payment in lieu on resignation will be determined as follows:

<u>COMPLETED YEARS OF ELIGIBLE SERVICE</u>	<u>PAYMENT IN LIEU ENTITLEMENT</u>
7	22.5 calendar days
8	45 calendar days
9	67.5 calendar days

- 52.5 The amount of the payment is to be calculated in accordance with the following formula -
- $$\frac{\text{calendar days}}{\text{annual salary}}$$

- 52.6 The normal entitlement rate prescribed in clause 52.4 will apply after 10 years of eligible service.
- 52.7 It should be noted that there is no pro-rata entitlement for periods of service of less than 7 completed years, and that the entitlement increases markedly for each completed year of eligible service after 7 years.
- 52.8 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-
- a. any period of absence does not exceed or has not exceeded twelve months in a continuous period; or
  - b. 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 52.3.
- 52.9 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 -
- a. on leave of absence with full or part pay; or
  - b. on leave of absence without pay where the leave of absence is granted –
    - i. on account of illness, or
    - ii. as special leave approved to count as service under clause 87.1
- 52.10 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 periods, and such further sum as the Commissioner may decide to be just and equitable in respect of any partially completed qualifying period.
- 52.11 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 qualifying period of service before the date of their resignation or the date of the offence for which they were dismissed as the case may be.
- 52.12 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 Force, or other qualifying service.
- 52.13 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.

### **53 Long Service Leave – Prior Service**

- 53.1 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.
- 53.2 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.
- 53.3 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.

- 53.4 The changes in clauses 53.1 to 53.3 only apply to members who commenced on or after 29 April 1998.
- 53.5 Members continue to accrue long service leave at the rate of 4/10ths of a month for each completed year of service with the NTPF past their initial 10 years service or other qualifying period.

## **54 Acquittal of Long Service Leave Entitlements**

- 54.1 A member is required to use a long service leave entitlement within 3 years of:
- the 10 year entitlement accruing; or
  - the 11 to 20 year block entitlement accruing; or
  - 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.
- 54.2 Nothing in this Part shall require a member:
- to use their entitlement where the member is within 10 years of the minimum retirement age; or
  - to use their entitlement where on 1 March 1996 the member had accrued 20 years of service; and
  - where sub-clauses (a) and (b) do not apply, to use their accrued entitlements for the 21st and subsequent years of qualifying service prior to termination or retirement.
- 54.3 The Commissioner may, upon application and subject to Departmental requirements, grant a member long service leave on either:
- full pay, to the extent of available entitlements at the time of commencing leave; or
  - half pay, provided that the leave shall not exceed twice the entitlement available pursuant to sub-clause a.; or
  - 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.
- 54.4 The minimum period of long service leave a member can make application for is:
- 7 calendar days on full pay; or
  - 1 month on half pay; or
  - If less than sub-clauses (a) or (b), the balance of the member's available credits.
- 54.5 A member who has served more than 10 years or other qualifying period may access further long service leave annually as it accrues.
- 54.6 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.

## **55 Defence Force Leave**

- 55.1 A member who is a member of the Defence Force Reserves may be granted up to a maximum of four periods of leave in each year, subject to a maximum absence of four weeks in total, with full pay, for the purpose of attendance at camps of continuous training and/or full time schools, classes or courses of instruction, as prescribed here-in.
- 55.2 A trainee member shall not, except in exceptional circumstances, have access to Defence Force leave during the College phase of training.
- 55.3 For the purpose of this clause, a 'year' shall mean a calendar year commencing on 1 January.



- 55.4 Defence Force Leave shall only be granted for full time activities and is not to be granted in respect of attendance at evening parades or weekend training, unless that weekend training forms part of a camp, school, class or course of instruction.
- 55.5 Evidence of the necessity for attendance at a camp or training course, including the date(s) involved, shall be submitted with the member's leave application prior to the commencement of leave.
- 55.6 At the conclusion of the camp, school, class or course of instruction, the member shall produce certification from the commanding officer of the unit concerned, that the employee attended that camp, school, class or course of instruction for which the leave was granted.
- 55.7 Where requirements of the Force make it impractical to allow a member to attend a particular camp, school, class or course of instruction, the Commissioner may grant leave of absence to attend an alternative equivalent camp, school, class or course of instruction in lieu. The Commissioner will, however, make every effort to release members to attend Defence Force training within operational requirements.
- 55.8 Where a member sustains a compensatable injury or illness during Defence Force training, the following conditions shall apply:
- a. claims for compensation are to be submitted to the Department of Defence in the state or territory to which the reserve unit is attached; and
  - b. compensation payments, if the claim is accepted, are payable by the Department of Defence.
- 55.9 For the purpose of Defence Force Leave, full pay shall include allowance(s) paid in conjunction with the member's salary or wages, but excluding the following:
- a. payments for shift duty;
  - b. payment for duty on Saturday, Sunday and/or public holidays;
  - c. Northern Territory Allowance, but only where the member and dependants do not remain in the Northern Territory;
  - d. overtime and excess travelling time; and
  - e. travelling allowance
- 55.10 An allowance for temporary promotion shall be included 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 Force training leave.
- 55.11 A member in training shall not, except in exceptional circumstances, have access to Defence Force leave as described at Clause 55.

## **56 Part Time Leave Without Pay**

- 56.1 The agreed provisions and conditions of service for Part Time Leave Without Pay are provided herein.
- 56.2 The object of Part Time Leave Without Pay is to provide members with greater flexibility of employment patterns and is consistent with equal employment opportunity principles.
- 56.3 Subject to organisational convenience, members will be able to work for a reduced number of hours per week over an approved specific period, by taking leave without pay for a portion of their normal full time hours of duty.
- 56.4 As far as practicable, members applying for part time leave without pay will be retained in the same Unit. If such members cannot be located at their former location, efforts will be made to place them in another Unit within the same Command.
- 56.5 Part time leave without pay is available to all members. Approval is subject to organisational convenience.

- 56.6 Members who have been granted maternity leave or parental leave may apply to return to duty on part time leave without pay.
- 56.7 A Commander may grant or refuse an application for part time leave without pay subject to the provisions of these conditions and the convenience of the NTPF in allowing members to work for less than the full time hours.
- 56.8 Operational requirements will be paramount in determining whether part time leave without pay will be granted.
- 56.9 Members should indicate in their application for part time leave without pay, their preferences (and/or acceptable options) for the taking of leave.
- 56.10 Divisional Officers should indicate whether the proposed part time work/leave arrangement is supported, and the reasons provided.
- 56.11 In this respect, Commanders are encouraged to make a reasonable effort to accommodate applications for part time leave without pay in their overall rostering arrangements.
- 56.12 Applications are to be made in writing no less than 3 months prior to the proposed date of the commencement of the leave and must indicate:
- a. the number of hours per week proposed to be taken as leave without pay; and
  - b. the times per week during which it is proposed such leave will be taken; and
  - c. the date of commencement and the reasons for the application; and
  - d. the length of time proposed to a maximum of 2 years.
- 56.13 At the convenience of the organisation, the 3 months prior notice may be waived.
- 56.14 In considering an application for part time leave without pay consideration should be given to:
- a. the reason for the application and where provided, the personal arrangements the member may need to make with respect to the proposed date of commencement; and
  - b. the organisation's Equity and Diversity and other relevant policies; and
  - c. the administrative practicality of the proposed leave arrangement; and
  - d. the financial implications of the proposed arrangement, including any increased costs for overtime, shifts, etc.
- 56.15 A reply by the Regional Commander or Assistant Commissioner to the application should be given to the member no later than 2 months following receipt of the application.
- 56.16 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.
- 56.17 To allow for central monitoring of part time leave without pay, a copy of each application and the decision advice is to be forwarded to the Manager, Human Resource Management Branch. The decision advice is to be forwarded by the Supervisor to the Manager, Human Resource Management Branch.
- 56.18 The Human Resource Management Branch is to maintain records on the number of members using the part time leave without pay provisions.
- 56.19 Police are not permitted to engage in other employment during the period of part time leave without pay. Should a police member who has current approval to engage in other employment also gain approval for part time leave without pay, the approval for other employment immediately lapses.
- 56.20 The maximum period of part time leave without pay may be approved for a specific period not exceeding 2 years. This maximum period applies regardless of the number of hours of leave taken per week and can only be extended by the member submitting a new application.

56.21 Hours of duty:

- a. members on part time leave without pay must work a minimum of 7.6 hours or a maximum of 30.4 hours per week.
- b. whilst there is no definitive method of taking part time leave without pay, it is considered the primary way in which it will be achieved is through a lesser number of working days per week. However, when operational needs can be met, shorter working hours each shift may be granted.
- c. the minimum and maximum number of ordinary hours to be worked per shift is 4 hours and 12 hours respectively.
- d. when compiling duty rosters for a member on part time leave without pay, it will be necessary to indicate the day/s upon which duty will be required, rest days and part time leave days off duty. It is expected that, under normal circumstances, duty days involved in part time leave without pay will fall on the same days each week, thereby alleviating rostering difficulties.

56.22 The meal break provisions provided for at clause 42 shall apply when the member is rostered to be on duty for a minimum of 6 hours.

56.23 Staffing provisions:

- a. before a member is granted part time leave without pay, the Divisional Officer must indicate in what way the duties of the member will be covered during the leave without pay period (e.g. not undertaken, undertaken by higher duties).
- b. the Divisional Officer will give this aspect consideration when considering the application.

56.24 Remuneration:

- a. remuneration is to be determined by dividing the weekly equivalent of the annual rate by the number of full time hours required to be worked by members, and multiplying that amount by the number of hours actually worked under the part time leave arrangement.
- b. allowances that are regarded as being in the nature of salary will be paid in the same proportional manner. No such allowance is to be paid in full.
- c. consolidated allowance shall be paid proportionately to the hours worked.

56.25 Overtime:

- a. members on part time leave without pay should only be required to work overtime in exceptional circumstances.
- b. where a member is called out, or is required to work outside their normal rostered shift for the day, normal overtime provisions apply.
- c. where a member works overtime to cover an additional shift(s), overtime rates will only be paid for time worked in excess of 30.4 hours for that week. Payment at normal rates is made for those additional hours worked up to 30.4 hours.

56.26 Increments:

- a. the time that a member works during a period of part time leave without pay is to be converted to the full time equivalent and is to count as service for incremental purposes.
- b. equivalence is to be determined on the basis of hours worked per week compared with the normal full time weekly hours.

56.27 Payment for other forms of leave granted is only to be for the hours for which the member normally works under the part time leave without pay arrangement.

- 56.28 The rate of accrual of annual leave for members on a part time leave without pay arrangement shall be reduced by the proportion of part time hours to full time hours.
- 56.29 The amount of personal leave payable shall be reduced by the proportion of part time hours to full time hours.
- 56.30 Special leave may be granted subject to the usual conditions.
- 56.31 Study leave is not available to members on part time leave without pay.
- 56.32 Members already undertaking a course who wish to apply for part time leave without pay should, by their applications, propose a pattern of working hours that will permit the time necessary for continuing the course to be outside the hours for which they are required for duty under the part time leave arrangements.
- 56.33 Members shall be granted leave for Defence Force purposes whilst on part time leave without pay.
- 56.34 Part time leave without pay does not affect a member's entitlement to maternity, parental or adoption leave, but may affect the rate at which payment for such leave is made.
- 56.35 Where a member on part time leave without pay is returning to full time duty, the location of that member will be determined by the Commissioner, having regard to operational requirements and the location during part time leave without pay.
- 56.36 Superannuation contributions whilst on part time leave:
- 56.37 Members appointed prior to 10 August 1999 must maintain their superannuation contributions to the Commonwealth Superannuation Scheme or NTGPASS.
- 56.38 Members appointed after 10 August 1999 must elect which available Superannuation Fund they wish to join.
- 56.39 All superannuation enquires should, in the first instance, be directed to the Human Resource Management Branch.
- 56.40 Members seeking and applying for promotional positions are required to meet all the conditions of such a position, including full time work where the Commander requires such attendance and is not prepared to grant part time leave without pay.
- 56.41 Where a variation in part time leave without pay arrangements is requested by a member, such variation is subject to the approval of the Commander.

## **57 Leave to Take Up a Full Time Position with the NTPA**

- 57.1 A member, by agreement between the Commissioner and the Association, may be granted leave without pay to take up a full time position with the Association. or the Police Federation of Australia.
- 57.2 Members granted leave without pay under clause 57.1 may, on application, have access to facilities and training to enable them to maintain operational competency in the event of their return to duty.
- 57.3 The period that a member is on leave under the provisions of this clause shall count as service for personal leave long service leave and service Awards purposes, subject to any such leave utilised during the period of leave granted to take up a full time position with the Association being at the expense of the Association.

## **58 Career Breaks and Special Leave**

- 58.1 The Commissioner may grant to a member, special leave, including for career breaks, without pay for any period not exceeding 12 months at any one time. Any special leave without pay granted under this provision, including for career breaks, shall not count as service for any purpose, unless the Commissioner directs that the periods shall be so included.

- 58.2 Where qualifications are relevant to Policing, the need for professional development will be a factor taken into consideration when determining the merits of a members application under clause 58.1. Career breaks may also be considered.
- 58.3 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. Special leave granted under this clause may be utilised for participation in sporting events approved by the Commissioner.
- 58.4 Subject to clause 58.5, a career break is defined as a special leave without pay arrangement that facilitates a non-probationary member access to leave for an extended period.
- 58.5 Leave without pay, including a career break, shall not be considered where a member has accrued leave entitlements, such as recreation leave and long service leave, which would otherwise cover the period of leave sought to be taken. However, leave to cover a career break may be made up of accrued entitlements such as recreation leave, long service leave, and/or leave without pay.
- 58.6 Career breaks are a work-life initiative that may be used to engage in activities such as full-time family responsibilities, study, travel, or for outside paid employment which will enhance the member's NTPF career and must be in a field related to policing. This outside employment must be approved according to NTPF policies in advance and leave without pay must be taken.
- 58.7 A member will relinquish their position when taking leave without pay or a career break, but will return at the same rank, pay level, and geographical location other than isolated stations.
- 58.8 Career break arrangements are not an entitlement, a right or an obligation, and can only be entered into by mutual agreement, where there would be no detriment to the work team or the work being undertaken.
- 58.9 Members should seek independent financial and superannuation advice before considering taking a career break.

## **59 Inter-Industry Mobility and Exchange**

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

## **60 Personal Leave**

- 60.1 If a member sustains injury in the discharge of their duties or whilst on a journey necessary to enable them to report for duty or return home after duty, or contract illness directly attributable to their duty, and the injury or illness, as the case may be, is of such a nature as to incapacitate the member from discharging their duties and the Commissioner is satisfied, on the production of relevant medical evidence, that such injury or illness was not contributed to by the member's culpable negligence or wilful misconduct, the member shall be granted personal leave on full pay during such incapacity for a period not exceeding 6 months and such further periods as the Commissioner may determine.
- 60.2 Whether or not any personal leave is granted as a result of injury or illness under the circumstances set forth in the preceding sub-clause, the member shall receive, without cost, any medical, surgical, x-ray, pathological, nursing or other incidental treatment of such injury or illness. The provisions of this sub-clause shall also include the cost of any prosthetics and/or rehabilitative treatment and therapy.
- 60.3 A member shall be entitled to unlimited personal leave without loss of pay in circumstances where he/she is, was or will be unable to attend duty due to genuine personal illness, subject to satisfactory proof of the member's illness by providing the following documentary

evidence to the member's Officer in Charge or Supervisor as soon as reasonably practical either before, during or after the personal leave has commenced:

- a. a medical certificate from a registered health practitioner as defined below;
    - i. "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); or
  - b. if it is not reasonably practicable for the member to provide a medical certificate, a statutory declaration made by the member stating the member was, is, or will be unfit for work during the period because of a personal illness or injury, and the reason why it was not practicable to obtain a medical certificate referred to in sub-clause (a).
- 60.4 Where documentary evidence of illness is not provided, a member is entitled to a maximum of 4 rostered shifts paid personal leave per calendar year. The first 2 of these rostered shifts taken in any calendar year shall attract payment of the consolidated allowance, but the remaining 2 rostered shifts shall not include any payment of consolidated allowance.
- 60.5 Each individual case may be reviewed by the Commissioner, at his discretion, who may direct a member to undergo a medical examination to determine that member's continuing entitlement to paid personal leave.
- 60.6 Personal leave may be granted if 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.
- Proof of such incapacitating illness may be required.
- 60.7 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.
- 60.8 A member who falls sick whilst on recreation leave or long service leave and produces evidence thereof to the satisfaction of the Commissioner, shall be entitled to additional recreation leave or long service leave equivalent to the number of days of sickness falling within the rostered period of recreation leave or long service leave if the days of sickness are taken as personal leave and a medical certificate is provided for those days. The additional days of recreation leave or long service leave shall be taken at such time as the Commissioner may direct.
- 60.9 Notwithstanding clause 60.8, the period of sickness during the period of leave must not be less than one full duty day or shift during that period of leave, and a medical certificate must be produced which indicates that the member is or was unfit for duty for the period claimed as personal leave.

## **61 War Service Sick Leave**

- 61.1 In addition to the sick leave credits provided for in this Determination, a member who is an ex-member of any of the Armed Services and is suffering from any illness or condition recognised by the Department of Veterans' Affairs as war caused, or from a recurrence of any disability attributable to or aggravated by such service, shall be entitled to special sick leave credits as provided for in this clause.
- 61.2 For the purpose of this clause, an "ex-member of any of the Armed Services" means:
- a. an ex-member of the Australian Armed Forces who has served in a theatre of operations recognised by the Australian Commonwealth Government as an authorised Australian Armed Forces operation;

- b. but shall not include an ex-member of the armed forces of the United Kingdom or another Commonwealth nation unless:
    - ii. the member was born in Australia; or
    - iii. the member had become an Australian citizen prior to enlistment; or
    - iv. the member was resident in Australia within six months prior to enlistment.
- 61.3 To be eligible for a grant of war service sick leave, a member must produce a certificate from the Department of Veterans' Affairs giving details of the conditions suffered by the member and recognised as being war caused.
- 61.4 A member who produces evidence of war caused disabilities shall accrue an initial war service sick leave credit comprising:
  - a. a non-accumulative credit of nine weeks; and
  - b. an accumulative credit of three weeks,
 on the date of commencement or the date of recognition of the disability, whichever is the latter.
- 61.5 After each period of twelve months' service the member shall accrue a further credit of three weeks' accumulative credit subject to a maximum balance of nine weeks accumulative leave at any time.
- 61.6 The non-accumulative credit and the first accumulative credit shall accrue on the date of commencement of the member or on the date of recognition by the Department of Veterans' Affairs of the war-caused disability, whichever is the latter.
- 61.7 No additional credit is available should a further disability be recognised as war-caused at some time after the recognition of the original disability. That is, the amount of credit that can accumulate is limited to three weeks per annum for all recognised disabilities.
- 61.8 War service sick leave granted under this Part shall be debited firstly against the member's non-accumulative credit and when this is exhausted, against the accumulative credit.
- 61.9 War service sick leave shall be granted on full pay.
- 61.10 A member whose war service sick leave credits are exhausted may be granted further periods of absence from duty due to illness as normal personal leave.
- 61.11 Regardless of the number of separate periods of service, either temporary or permanent, that a member may have completed with the Australian Public Service, the Northern Territory Public Service or with this Force, that member is entitled to the grant of the non-accumulative war service sick leave credit only once.
- 61.12 For the purposes of this Part, all separate periods of service with this Force or with the Australian Public Service or the Northern Territory Public Service are to be considered as continuous, regardless of the length of any break in service, and any accumulative or non-accumulative credit available at the end of one period of service shall be carried forward into any subsequent period of service.
- 61.13 The accrual of war service sick leave is affected by periods of leave without pay in the same manner as normal personal leave.
- 61.14 Applications for war service sick leave must be accompanied by a medical certificate which states that the member is suffering from a condition recognised as war-caused.
- 61.15 When the invalidity retirement of a member is recommended and a Medical Officer, approved by the Commissioner for the purpose, has certified that the member's incapacity is due to a recognised war-caused disability, the member may utilise war service sick leave credits in addition to the prescribed maximum period of paid and unpaid sick leave prior to retirement. In these circumstances, the war service sick leave credit may only be taken in unbroken periods prior to or at the expiration of the member's normal personal leave.

## **62 Compassionate Leave**

- 62.1 The Commissioner shall grant compassionate leave with pay for a particular permissible occasion on the death or serious illness or injury threatening the life of a spouse, parent, parent-in-law, brother, sister, child, step-child, foster-child, grandparent or grandchild.
- 62.2 This period shall not exceed 3 rostered shifts where the member does not have to travel interstate, and shall not exceed 5 rostered shifts where interstate travel is required.
- 62.3 For this provision, a 'rostered shift' shall mean whatever length of the ordinary shift the member would have worked had such member not been on compassionate leave.
- 62.4 A permissible occasion means each occasion a person described in this clause develops a personal illness or personal injury that poses a serious threat to his or her life or who dies.

## **PARENTAL LEAVE PROVISIONS**

### **63 Parental Leave**

- 63.1 The following provisions are to read in conjunction with the parental leave provisions under Division 5, Part 2.2 of Chapter 2 of the Fair Work Act (Cwth) or its successor legislation as in force from time to time.
- 63.2 For the purpose of these Parental Leave provisions:
  - a. "the Act" means the *Police Administration Act*.
  - b. "eligible member" means a member who satisfies the eligibility requirements for parental leave under Division 5, Part 2.2. of Chapter 2 of the *Fair Work Act* or its successor legislation in force from time to time; and
  - c. "maternity leave" and "adoption leave" have their ordinary meaning in limiting the application of any clause herein referring to that kind of leave.
- 63.3 Subject to these provisions, an eligible member seeking to access parental leave may choose to elect to take such leave for a period of up to either 12 months or 6 years.
- 63.4 Except as provided for under the *Fair Work Act* and subject to the Commissioner's discretion, an election made in respect of the amount of leave to be taken (12 month option or 6 year option) may not be varied, but an election made in respect of a subsequent application for parental leave may vary from a previous election.
- 63.5 No parental leave entitlement shall be granted to an eligible member beyond a date which would have been the member's date of separation from the NT Police Force.
- 63.6 Subject to clause 63.7, an eligible member taking maternity leave shall commence the absence on leave 6 weeks before the expected date of birth and the absence shall extend at least 8 weeks after the actual date of birth.
- 63.7 A member may remain at work later than 6 weeks prior to the estimated date of confinement and may resume duty during the 8 week period following confinement subject to the approval of the Commissioner and production of medical evidence supporting the application to continue or resume duty.

### **64 Notification of Pregnancy**

In accordance with Duty of Care obligations and Health and Safety considerations, a pregnant member is to notify their Officer in Charge as soon as practicable of their pregnancy. Where duties pose a risk to the member or unborn child, modification of duties or a temporary transfer may occur in accordance with the policy developed in consultation between the Commissioner of Police and the NTPA.



## **65 Payment of Plain Clothes Allowance**

Where a pregnant member has notified their Officer in Charge in accordance with clause 64, and at the time they can no longer wear their uniform due to their pregnancy, they shall be eligible to apply for payment of Plain Clothes Allowance. Members who instead wear the maternity uniform shall not be eligible for payment of the Plain Clothes Allowance.

## **66 Documents in Support of Application**

An eligible member taking maternity leave shall furnish to the Commissioner not less than 3 months before the commencement of leave, medical evidence stating the estimated date of confinement to establish the commencement date of the maternity leave.

## **67 Payment During Parental Leave**

- 67.1 Where a member has been employed continuously in the Police Force for 12 months before commencing parental leave, the first 14 weeks of the member's absence from duty will be with pay.
- 67.2 A member shall be permitted to break the period of paid leave into separate periods of paid leave of not less than one week's duration.
- 67.3 Example: a member who takes four weeks paid leave commencing one week prior to the estimated date of confinement may utilise the remaining ten weeks paid leave at any time during the maximum period of leave.
- 67.4 An eligible member may seek approval to convert the 14 weeks full pay parental leave, or part thereof, to half pay. Approval of this provision is on the basis that no additional cost is incurred by the Police Force, that is that the member does not accrue any extra benefit in terms of leave accrual or extra payment of allowances (eg. Housing Allowance).
- 67.5 Where an eligible member's qualifying period of 12 months' service for the purpose of maternity leave ends during the 14 week period commencing 6 weeks before the estimated date of confinement, payment shall be made only for that part of the 14 week period occurring after the end of the qualifying period.

## **68 Utilisation of Leave Credits and Entitlements**

- 68.1 Within a total period of 52 weeks after the member commences parental leave and after the first 14 weeks of the commencement of that leave, whether paid or unpaid, the Commissioner shall, on application by a member, approve -
  - a. the use of accrued recreation leave or long service leave or both; or
  - b. the member's absence on leave without pay.
- 68.2 A member may utilise an accrued airfare (if the member is eligible for the grant of leave airfares) during maternity leave.
- 68.3 To remove doubt, a member continues to accrue an airfare entitlement during the first 12 months of parental leave only.

## **69 Employment While on Parental Leave**

- 69.1 Subject to the Commissioner's approval, a member on parental leave without pay may return to duty for any period.
- 69.2 A member on parental leave without pay may apply to engage in outside employment in accordance with section 166B of the Act.
- 69.3 Employment under clauses 69.1 or 69.2 shall -
  - a. not prevent the member from recommencing maternity leave; and
  - b. not extend the maximum period of maternity leave prescribed under clause 63.3; and

- c. be undertaken during the period prescribed under clause 63.7 only where the member produces to the Commissioner medical evidence of the member's fitness to undertake employment.

## **70 Effect of Leave on Service**

- 70.1 The whole of the period of paid parental leave shall count as service for all purposes.
- 70.2 With the exception of any period when the member returned to duty under clause 69.3, unpaid leave granted under this Part shall not count as service for any purpose, but shall not break continuity of service.

## **71 Premature Birth, Termination of Pregnancy, Stillbirth and Death**

- 71.1 Where a member's child is born prematurely after the commencement of maternity leave, the entitlement to and period of paid and unpaid leave remains unchanged.
- 71.2 Where a member's child is born prematurely before the scheduled commencement of maternity leave, the leave shall be deemed to have commenced on the date of the child's birth.
- 71.3 Where a member's pregnancy is terminated before the scheduled commencement of maternity leave but not more than 20 weeks before the estimated date of confinement, maternity leave shall be deemed to have commenced on the date of termination and may continue subject to these provisions.
- 71.4 Where a member's pregnancy is terminated more than 20 weeks before the estimated date of confinement, the member shall have no eligibility for maternity leave and any leave required as a result of the termination may be granted under the normal provisions applying to the type of leave applied for.
- 71.5 Where a member's child is stillborn less than 20 weeks before the estimated date of confinement or after that date, or dies during the period of maternity leave, leave in accordance with this part continues, unless the member elects to resume duty before the expiration of 52 weeks maternity leave.
- 71.6 The return to duty by a member referred to in clause 71.5 shall be subject to the provisions of clause 63.7.

## **72 Effect of Leave Without Pay**

- 72.1 Where a member has -
  - a. applied for leave without pay for a period exceeding 6 weeks;
  - b. been granted approval for the leave; and
  - c. utilised at least 6 weeks of the leave, the member shall not be entitled to apply for maternity leave under this part until the approved period of leave without pay has expired.
- 72.2 Where a member is already on leave without pay, and the period of leave without pay ends during the 14 week period commencing 6 weeks before the estimated date of confinement, payment shall only be made for the part of the 14 week period occurring after the end of the leave without pay.

## **73 Extending period of unpaid parental leave**

- 73.1 In accordance with the Fair Work Act, a member who takes unpaid parental leave for his or her available parental leave period may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period.

- 73.2 A member is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.
- 73.3 An application for leave in accordance with clause 73.1 must be in writing and received by the Commissioner at least 4 weeks before the end of the available parental leave period.
- 73.4 The Commissioner must, within 21 days of the request being made, provide the member with a written response, stating whether the application has been approved or otherwise. If the application is refused, the response must include details of the the reasons for the refusal.
- 73.5 Applications made in accordance with this clause can only be refused on reasonable business grounds.

#### **74 6 Year Parental Leave Option**

- 74.1 An eligible member who elects to take the 6 year parental leave option may elect to cease duty up to 20 weeks before the estimated date of confinement and use leave without pay, or leave with pay from available credits (including long service leave) during this period.
- 74.2 An eligible member electing this option may utilise personal leave entitlements, under normal personal leave provisions, during periods where recreation leave or long service leave are being taken.

#### **75 Further Conditions on Parental Leave taken as Adoption Leave (6 year option)**

- 75.1 Subject to clause 75.3, a member who is adopting a child under 6 years of age may apply for parental leave without pay for any period commencing 2 weeks before the date of adoption, up to the adopted child's sixth birthday.
- 75.2 Where both adopting parents are members, they shall not both be eligible for parental leave without pay during the same period, but may utilise parental leave in accordance with clause 75.4
- 75.3 Where both parents are members and the maternal member utilises the 6 year leave option, the other member shall be eligible to apply for parental leave without pay under these provisions, subject to approval by the Commissioner.
- 75.4 Where both parents are eligible for parental leave, they may apply for alternating periods of leave where the first interchange may be made at any time and subsequent interchanges shall be for a period not less than 12 months unless otherwise approved by the Commissioner.
- 75.5 Except where a member who has taken leave under these provisions has been granted outside employment under section 166B of the Act, when the continuity of parental leave is broken by both parents resuming duty neither parent shall be eligible to recommence parental leave in respect of the child.

#### **76 Documents in Support of Adoption**

- 76.1 A member shall furnish to the Commissioner the following documents in support of an application for parental leave in respect of adoption as soon as they become available:
  - a. the adoption papers as proof of eligibility; and
  - b. the child's birth certificate or extract to determine the maximum extent of leave under this Clause.

#### **77 Infant Death**

- 77.1 Where a member's child dies during the period of parental leave granted, the leave shall cease on the date of the child's death and the member shall be entitled to a period of compassionate leave, after which any further period of leave shall be deemed to be leave without pay.

- 77.2 Leave without pay referred to in clause 77.1 does not count as service for any purpose.
- 77.3 A member may, within one month after the child's death, apply for unpaid or other available paid leave to apply from the date of the child's death, which may be granted to commence retrospectively.
- 77.4 Where a member on parental leave at the time of the child's death does not apply for leave under clause 77.2, the member shall resume duty one month after the date of the death.

## **78 Extension of Leave on Pregnancy**

- 78.1 Where a member again becomes pregnant during a period of parental leave, the period may be extended until the sixth birthday of the child of the subsequent pregnancy.
- 78.2 Where a member becomes pregnant during a period of parental leave, being a period of duty as a result of interchange, and the other parent is utilising the interchange provisions away from duty, the parental leave entitlement for the male member, in respect of the first child, ceases immediately the female member commences maternity leave in respect of the subsequent pregnancy.

## **79 Notification of Intention to Apply for Leave or Return to Duty**

- 79.1 A member shall give to the Commissioner notification in writing of his or her intention to apply for parental leave not less than 10 weeks before the commencement of leave or, in respect of adoption, as soon as the date of adoption is known.
- 79.2 Where a member intends to return to duty prior to the expiration of the leave originally approved, the member shall submit an application to the Commissioner at least one week prior to the date requested for resumption of duty.
- 79.3 Any return to duty under clause 79.2 is at the discretion of the Commissioner.

## **80 Use of Other Leave and Conditions During Parental Leave**

- 80.1 A member may utilise -
- a. accrued and pro rata recreation leave; and
  - b. long service leave available, at the commencement of a period of parental leave under normal leave conditions.
- 80.2 Where a member utilises pro rata recreation leave, it shall be calculated to the end of the period of paid leave (including recreation and long service leave if applicable) to include all completed months of service at that time.
- 80.3 For the purposes of clause 80.2, service in respect of any period of leave without pay which counts as service shall be included in the calculation.
- 80.4 Where a member is eligible for the grant of leave airfares, such an airfare may be utilised at any time during maternity/parental leave.

## **81 Conditions of Certain Leave Without Pay**

- 81.1 A member who has commenced parental leave without pay shall not be entitled to break the period of leave without pay with periods of paid leave including personal leave.
- 81.2 Where a member does not utilise his or her accrued leave credits before commencing parental leave without pay, the credits shall be frozen until such time as the member resumes duty at the expiration of parental leave, or ceases to be a member.

## **82 Conditions on Resumption of Duty**

A member who has resumed duty may utilise recreation leave, including pro rata recreation leave, personal leave and/or long service leave at any time during that period of duty or following that period in accordance with the provisions that apply to the type of leave

utilised, notwithstanding that the other parent may be on parental leave without pay at the same time.

### **83 Return to Duty – Employer's Responsibility**

- 83.1 The Commissioner shall, in writing, advise an eligible member of their rights and obligations set out in these provisions before the member commences parental leave.
- 83.2 Where a member returns to duty after parental leave he or she shall recommence duty at the rank held by the member before he or she commenced maternity or parental leave. Where a member has gained promotion during the period of leave when he or she returns to duty it will be at the rank obtained as a result of this promotion.

### **84 Northern Territory Allowance**

- 84.1 Where neither of the parents has previously been maintaining dependents, either parent may claim the new child as a dependent.
- 84.2 A claim for a change in dependency as a result of the birth or adoption must be supported by a statutory declaration which gives details of dependents previously claimed by the other partner in addition to full details of the reason for the change in dependency.
- 84.3 As a general rule the parent on leave without pay shall be regarded as dependent upon the parent on duty.
- 84.4 Each case regarding dependency will be assessed on its merits and to enable this assessment, full details relating to the changes in dependency occurring at each interchange must be provided promptly by the member resuming duty.

### **85 Leave Airfares**

- 85.1 Where eligible members or their partners are entitled to leave airfares, the member who proceeds on parental leave without pay shall be accepted as a dependent from the date on which leave without pay commences.
- 85.2 The next leave air fare that the member who remains at work accrues shall also be accrued for the spouse on unpaid parental leave provided that a period of not less than two years has elapsed since the spouse last accrued a fare in his/her own right.

### **86 Paid Paternity/Partner's Leave**

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

### **87 Leave to Attend Trade Union Courses, Seminars Etc.**

- 87.1 The Commissioner may approve leave of absence to attend approved short trade union training courses or seminars on the following conditions:
  - a. that operating requirements permit the grant of leave;

- b. that the scope, content and level of the short courses are such as to contribute to a better understanding of Industrial Relations;
- c. leave of absence granted under this clause shall be on full pay but shall not include payment of overtime;
- d. leave of absence granted under this clause shall count as service for all purposes; and
- e. for the purposes of sub-clause (b), any short course conducted by or with the support of the Trade Union Training Authority shall be considered as contributing to a better understanding of Industrial Relations.

## PART 5 - ISOLATED POLICING INCENTIVES PROVISIONS

### 88 Provision of Refrigerators and Freezers

Members stationed at the following locations prescribed in a relevant Consent Agreement in force from time to time shall be provided with a household refrigerator and freezer to suit the local conditions.

Adelaide River	Harts Range	Numbulwar
Ali Curung	Kalkaringi	Papunya
Alyangula	Kintore	Pine Creek
Avon Downs	Kulgera	Pirlangimpi
Batchelor	Lajamanu	Timber Creek
Borrooloola	Maningrida	Ti Tree
Daly River	Maranboy	Wadeye
Elliott	Mataranka	Yuendumu
Galiwinku	Ngukurr	Yulara
Gunbalanya	Nguiu	

### 89 Freight of Household Goods

- 89.1 'Household goods' means goods required for the member's personal needs and those for normal household purposes.
- 89.2 Members serving at isolated locations set out in Clause 89.6 are entitled to the following freight allowance:
  - c. 15kg per week (or an aggregate of 60kg per calendar month); or
  - d. 29kg per week with a dependant (or an aggregate of 116kg per calendar month); or
  - e. additional dependant rate for 2 or more children or a dependant adult plus a child: 39kg per week (or an aggregate of 156kg per calendar month).
- 89.3 It is the responsibility of the member to make all necessary arrangements for the purchase of household goods and for the freighting of those goods to the members location.
- 89.4 Members claiming reimbursement for freight of household goods must produce itemised accounts for the items and for the freight costs incurred. Reimbursements for the cost of freight shall be made on a regular basis, either fortnightly or monthly.
- 89.5 Where a number of members arrange a single bulk order, the reimbursement shall be calculated in accordance with the number of members ordering together and the number of weeks over which the allowance is to be spread. In these cases, care must be taken to ensure that the reimbursement to any member does not exceed the maximum weekly freight allowance.
- 89.6 Localities where freight of household goods allowance may be paid are:

Ali Curung	Imanpa	Papunya
Arlparra	Kalkaringi	Peppimenarti
Alpurrurulam	Kintore	Pine Creek
Alyangula	Kulgera	Pirlangimpi
Angurugu	Lajamanu	Ramingining
Avon Downs	Maningrida	Santa Teresa
Beswick	Maranboy	Tennant Creek
Borrooloola	Mataranka	Ti Tree
Bulman	Milikapiti	Timber Creek
Daly River	Milingimbi	Warakurna
Elliott	Minjilang	Wadeye
Finke	Minyerri	Warruwi
Galiwinku	Mutijulu	Willowra
Gapuwiyak	Nguiu	Yarralin
Gunbalanya	Ngukurr	Yirrkala
Haasts Bluff	Nhulunbuy	Yuendumu
Harts Range	Nyirripi	Yulara

## **90 Fares Out of Isolated Localities**

- 90.1 Members, including Aboriginal Community Police Officers who are permanently stationed at specified locations as set out in Clause 90.37 to 90.38 shall be granted fares to the prescribed destination, in relation to the particular locality, for themselves and their dependants, subject to the following provisions.
- 90.2 The definition of dependency set out in this Determination shall be applied to all members at the date of accrual and at the time of utilisation of fares, to determine eligibility for fares out.
- 90.3 Fares out accrue to a member on the date that an entitlement under the provisions of Clause 50 becomes available and on that date in the following year, or, where the member is not entitled to leave air fares under Clause 50, on the anniversary of the member's date of commencement, on the following basis:
- a. One fare out accrues on the date an entitlement under Clause 50 becomes available or, where that member is not entitled to leave air fares under Clause 50, on the anniversary of the member's commencement; and
  - b. Two fares out accrue on the same date in the following year.
- 90.4 As it is unlikely that a member will commence duty in an isolated locality on the date of accrual of a Clause 50 leave air fare or the anniversary of commencement, fares out shall accrue as follows:
- a. Where the member commences more than three months but not more than six months before the date of accrual of a Clause 50 leave air fare, two fares out accrue on commencement; and
  - b. Where the member commences more than six months but less than twelve months before the date of accrual of a Clause 50 leave air fare, two fares out accrue on commencement; and
  - c. Where the member commences more than three months but less than twelve months before the date of accrual of a Clause 50 leave air fare, one fare out accrues on commencement.
- 90.5 A member who is not entitled to leave air fares in accordance with Clause 50, shall accrue two fares out for each year of service in the isolated locality.
- 90.6 Fares out accrued to a member in accordance with this Section shall not be available for use until the member has completed a continuous period of three months service in the isolated locality.

- 90.7 In granting fares out in accordance with this Section, members are not authorised to use fares out at intervals closer than three months except in exceptional circumstances.
- 90.8 The maximum entitlement for fares out shall be the economy class air fare for the persons travelling, from the isolated locality to the prescribed destination.
- 90.9 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.
- 90.10 Where an isolated locality has no air service, a member's entitlement shall be the actual amount of 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.
- 90.11 Approval may be granted for a member to utilise a fare out for travel to a destination other than those prescribed in clause 90.31. Where such approval is granted, the member shall be entitled to the cost of the actual travel undertaken or the maximum provided for in sub-clause 90.31(i), whichever is the lesser.
- 90.12 A member to whom this Section applies shall be entitled to a maximum of four consecutive days fares out leave (not deductible from any available recreation or other leave credits) comprising a weekend and two days leave.
- 90.13 While it is intended that a Friday and the following Monday be used in conjunction with fares out, discretion may be used in this regard where airline time-tables do not coincide with the days off. The maximum consecutive days off for this purpose however, shall be four (unless other leave is taken in conjunction with the fares out leave) and shall include two days leave and a weekend or two days off duty.
- 90.14 Where a member elects to utilise a fare out on a long weekend and the holiday is a Friday or Monday, one day fares out leave only may be granted. Where a Public Holiday falls on both the Friday or Monday, no fares out leave shall be granted.
- 90.15 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 Section.
- 90.16 Where a member requires additional leave to enable use of a fares out entitlement (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.
- 90.17 Any application for leave to be taken in conjunction with a fares out entitlement, except in circumstances outlined in clause 90.31, 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.
- 90.18 A member shall have no entitlement to fares out during a period of long service leave, sick leave or maternity leave, or extended periods of leave without pay.
- 90.19 Applications for fares out shall include:
- a. a leave application showing details of fares out leave required (additional leave is to be covered by a separate application); and
  - b. a movement requisition showing full detail of the travel to be undertaken.
- 90.20 Where members intend to use their private vehicle for the purpose of fares out, an application for vehicle allowance must also be submitted.
- 90.21 Payment for fares out, subject to the maximum entitlements specified in clauses 90.8 to 90.11 inclusive, may be made by:
- a. issue of a travel warrant for air fares or other commercial travel, to be issued not more than 28 days prior to actual travel; and



- b. reimbursement of costs upon production of used tickets; or
  - c. advance payment of vehicle allowance not more than three days prior to travel.
- 90.22 Immediately on return to duty after fares out leave, the member must produce used tickets in acquittance of travel undertaken. In the event that the used tickets are not available, confirmation that the member travelled in accordance with the movement requisition must be obtained from the airline concerned.
- 90.23 Where travel was by private vehicle, the member is to supply a certificate that the travel was undertaken in accordance with the movement requisition.
- 90.24 Under no circumstances shall a member be granted a fare out and a leave fare under Clause 50 in respect of the same journey.
- 90.25 Where more than one member travels in the same vehicle to utilise fares out, each member shall be deemed to have utilised a fares out entitlement, notwithstanding that only one of those members is entitled to payment of vehicle allowance.
- 90.26 Where a member utilises fares out leave and is transported at Government expense, (i.e. 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 fares out entitlement even though there has been no payment for fares.
- 90.27 A member who transfers or is promoted from one isolated locality to another shall be entitled to transfer any unused fares out to the new locality and future accruals will be made as if service was continuous in that locality.
- 90.28 Fares out entitlements that are not utilised by the member before the next fare out accrual date shall automatically lapse.
- 90.29 Where a member transfers or is promoted from an isolated locality to a non-isolated locality, any unused fares entitlements shall lapse.
- 90.30 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 fares out remaining shall lapse.
- 90.31 Members stationed at Yuendumu, Papunya, Ali Curung, Lajamanu, Kalkaringi, Ngukurr, Wadeye, Oenpelli and Maningrida shall be entitled to 3 nights free accommodation in Darwin, Alice Springs, Broome or Cairns for themselves and their family for each completed year of service in that locality.
- i) The maximum payable per family is \$800 per annum.
  - ii) Payments shall be made only if the member travels to the town where accommodation is paid and, FOIL's are utilised for the travel.
  - iii) The accommodation payment must be claimed within 6 months of leaving the location or the entitlement shall lapse.
  - iv) All bookings for accommodation shall be made through the Travel Clerk who will also arrange for the accommodation payment in accordance with (i) and (ii) above to be made.
- 90.32 Where Clause 90.31 does not apply, a member granted a fare out of an isolated locality under Clause 90.1 shall be entitled to payment of an accommodation allowance for 3 days on the following conditions:
- 90.33 The rate of payment shall be equal to the accommodation component of Travelling Allowance as published by the Commissioner in the *Police Gazette* (subject to that rate not being less than \$99.50).
- 90.34 The allowance is provided in respect of the member only and is not payable in respect of dependants.

- 90.35 Subject to approval and compliance with Clauses 90.40 and 90.41 below, members may accumulate the value of the accommodation allowance provided for at Clause 90.33 to a maximum period of 6 days. The accumulated allowance may be used in conjunction with a fare out and/or when utilising the next period of recreation leave.
- 90.36 Members gazetted to stations shown below will accrue a fare out in accordance with this clause for themselves and their dependants, subject to the provisions outlined in Clause 90.
- 90.37 Members gazetted to the following stations are entitled to 2 FOILs per year (1 only in the year a Recreation Leave Fare accrues):

<b>Isolated Locality</b>	<b>Destination</b>
Ali Curung	Alice Springs
Alpurrurulam	Alice Springs
Avon Downs	Alice Springs
Beswick	Darwin
Daly River	Darwin
Elliott	Alice Springs
Finke	Alice Springs
Galiwinku	Darwin
Imanpa	Alice Springs
Kulgera	Alice Springs
Harts Range	Alice Springs
Maranboy	Darwin
Mataranka	Darwin
Milikapiti	Darwin
Milingimbi	Darwin
Mutitjulu	Alice Springs
Nguiu	Darwin
Nhulunbuy	Darwin
Ntaria	Alice Springs
Numbulwar	Darwin
Pirlangimpi	Darwin
Ramingining	Darwin
Santa Teresa	Alice Springs
Tennant Creek	Alice Springs
Timber Creek	Darwin
Ti Tree	Alice Springs
Yarralin	Darwin
Yirrkala	Darwin
Yulara	Alice Springs

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

<b>Isolated Locality</b>	<b>Destination</b>
Alyangula	Darwin
Angurugu	Darwin
Borrooloola	Darwin
Gunbalanya	Darwin
Kalkaringi	Darwin
Kintore	Alice Springs
Lajamanu	Darwin
Maningrida	Darwin
Ngukurr	Darwin
Papunya	Alice Springs
Wadeye	Darwin
Warakurna	Alice Springs

- 90.39 The Commissioner, in consultation with the NTPA, may vary as necessary by notice in the *Police Gazette*.
- 90.40 Members are required to utilise a fare out within 1 month from date of accrual.
- 90.41 Where a member is unable to utilise a fare out within 1 month of accrual written approval to defer usage and the nominated date when the fare out is to be taken must be obtained from the Divisional Officers.
- 90.42 Supervisors may direct a member to utilise their accrued fare out including the accommodation component up to a period of 4 days to ensure occupational health and safety requirements are met.
- 90.43 Subject to the requires specified in Clauses 90.40 - 90.42 above, members may defer accrued fares out entitlements and receive payment to the value of the fare to be utilised in conjunction with the next period of recreation leave from when the fare out accrued. All accrued fares out and accommodation entitlements must be utilised in full at the next period of recreation leave.
- 90.44 Where the dependant of a member elects to use a Fares entitlement or a FOIL's entitlement by driving to their nominated destination, independent of the member, the dependant may be paid vehicle allowance for that journey, subject to the cost not exceeding the member's normal entitlement for that dependant.

## **PART 6 – HOUSING**

### **91 Accommodation Entitlements**

- 91.1 Members whose dependants ordinarily reside with them shall be entitled to a residence rent free at the place where they are stationed.
- 91.2 Residences provided under clause 91.1 will be provided at the NT Government Employee Housing (GEH) Standard as determined by NT Housing or its successor from time to time.
- 91.3 Provided that where housing supplied is not yet up to the Government Employee Housing (GEH) Standard at the date of this agreement, reasonable time will be allowed to bring the housing up to the new Government Employee Housing (GEH) Standard.
- 91.4 Where it is proposed to head lease a residence in the private market to provide housing for a member, the Government Employee Housing (GEH) Standard will be used as a minimum standard for the residence to be head leased. Residences that the Police Force proposes to head lease will be jointly inspected by the Police Force and a NT Police Association representative to ensure compliance with the standard and suitability of location.
- 91.5 In the event of members and their spouses both being members of the Force, their housing entitlement provided for herein shall be a single entitlement as applicable to a member whose spouse is not a member of the Force.
- 91.6 Subject to clause 91.8, members whose dependants do not ordinarily reside with them, shall be entitled to suitable quarters, free of charge.
- 91.7 Members occupying barracks accommodation are entitled to be supplied with a household refrigerator to suit the local conditions.
- 91.8 Members occupying single self-contained quarters under clause 91.6 shall pay a per day rate for electricity as determined by the Commissioner from time to time, on a cost recovery basis, for each day such quarters are assigned to them, if such quarters are not metered individually. If the quarters are individually metered, members shall be responsible for the

total cost of electricity for each day such quarters are assigned to them. This Clause shall not apply to single members relieving in remote localities.

- 91.9 The minimum standard for suitable quarters under clause 91.6 in the following circumstances will be a two bedroom unit at the NT Government Employee Housing (GEH) Standard as determined by NT Housing or its successor from time to time:
- a. In all regional centers outside Darwin and Alice Springs, and
  - b. In Darwin and Alice Springs, when all barracks and other single accommodation currently used for single accommodation are occupied.
- 91.10 Notwithstanding any other provision set out in these housing entitlements, the Commissioner and the Northern Territory Police Association may enter into written agreement that a residence is a suitable residence despite it not being in accordance with the Government Employee Housing (GEH) standard, subject to:
- a. such agreement is to have force only where the member to whom the residence is to be supplied agrees in writing to accept the residence as meeting the member's entitlement notwithstanding the GEH standard has not been met; and
  - b. the written agreement shall remain in force unless superseded by another written agreement between the Commissioner, the Northern Territory Police Association and the member concerned, the member is transferred to another locality or the member's housing entitlement changes.
- 91.11 The Commissioner may consider an application by a Superintendent or OIC of a station to reside outside barracks.
- 91.12 Where an application is made under clause 91.11, the Commissioner shall determine any contribution the Superintendent or OIC shall make towards the cost of that alternative accommodation.
- 91.13 Notwithstanding any other provision, the Commissioner and the Northern Territory Police Association may enter into written agreement that a residence is a suitable residence despite it not being in accordance with the Government Employee Housing (GEH) standard.
- Such agreement is to have force only where the member to whom the residence is to be supplied agrees in writing to accept the residence as meeting the member's entitlement under these provisions.
- The written agreement shall remain in force unless superseded by another written agreement between the Commissioner, the Northern Territory Police Association and the member concerned, the member is transferred to another locality or the member's housing entitlement changes.
- 91.14 If it is not possible for the Police Force to provide a suitable residence in accordance with these provisions at the place that a member is stationed, the member may find their own residence to a standard similar to the GEH standard in a location approved by the Commissioner. The NT Police Force will then take out the head-lease of that accommodation.
- 91.15 Where a member finds their own residence in accordance with clause 91.14, the member will then be entitled to be paid a rental allowance equal to the reasonable cost of renting suitable unfurnished accommodation at a rate defined in clause 91.17 for themselves and/or dependants but not exceeding the expense actually incurred by the member. It will be the responsibility of the member to meet any rental costs in excess of the rental allowance payable. Where the property is headleased by the NT Police, this excess amount will be paid by payroll deduction.
- 91.16 Where a member has found their own accommodation in accordance with clause 91.14, the NT Police will offer the member an acceptable free residence in accordance with clause 91.1 or 91.6 within 12 months and then the provisions of clause 91.23 will apply. If the member had valid reasons, they will be allocated a residence within the same locality as

their current accommodation if they so wish. If such a residence is not allocated within the said 12 months, the member may elect to remain on rental allowance until their circumstances change.

- 91.17 The rates of the rental allowance specified in clause 91.15 in each regional centre will be based upon the median between the average of the Real Estate Institute of the Northern Territory (REINT) real Estate Local Market (RELM) Analysis and the average of the Australian Valuation Office (AVO) rates for each style of housing (2 bedroom unit, 3 bedroom house, 4 bedroom house) in each regional centre. The REINT and AVO rates will be the most recent rates available immediately before the date of effect of the allowance variation. A 20% loading will be added to the rates of the rental allowance calculated in this clause (clause 91.21). The dates of effect of the allowance variation will be 1 January and 1 July of each year.
- 91.18 The above provisions shall not apply to a locality within the Northern Territory where members or their spouses own or are purchasing a residence. Such a residence will be deemed to have satisfied the member's entitlement to a rent free residence at that locality and the member shall receive an allowance payable under clause 91.19.
- 91.19 Subject to the provisions of clauses 91.21 and 91.22, members who provide their own accommodation shall be entitled to an allowance as defined in clause 91.20.
- 91.20 The rate of allowance under clause 91.18 will be the greater of the following:
- a. An allowance commencing at \$10,000 per annum and increased by the Australian Bureau of Statistics, Consumer Price Index (All Groups) percentage change figure for Darwin for the full year beginning with the start of the June quarter in the previous year and ending at the end of the March quarter in the current year. This percentage increase will be effective from the first pay period commencing on or after 1 July each year (including 1 July 2005) and all increases will be cumulative. Provided that in the event that the percentage change figure referred to in this calculation is negative, the allowance under this sub-clause will not be reduced, or
  - b. An allowance of 60% of the annualized rate of the rental subsidy for a 3 bedroom house in Darwin as determined in clause 91.17 from time to time. The annualized rate for the purposes of this sub clause will be determined by the following formula:  
$$\text{Annualized rate} = \text{weekly rate} \times 313 \div 6$$
- 91.21 In the event of members returning to barracks accommodation on either a temporary or permanent basis while receiving an allowance for providing their own accommodation those members may be required to pay rental as determined by the Commissioner for that barracks accommodation.
- 91.22 Members who while receiving free accommodation elect to provide their own accommodation in respect of a residence at a locality within the Northern Territory and receive an allowance as provided in clauses 91.19 and 91.20 shall not at any time after the payment of the allowance again be entitled to free or Government accommodation at the same locality unless the Commissioner otherwise directs.
- 91.23 Where a member is offered a residence in accordance with clauses 91.1 or 91.6 and that member wishes to refuse that accommodation, the member must lodge a written request for alternative accommodation stating their reasons for refusing the original housing offered to the Director, Human Resource Management. The request will be considered by the Director, Human Resource Management and a representative of The NT Police Association who will make joint or separate recommendations to the Commissioner of Police or the Commissioner's representative who will decide the matter.
- 91.24 The only reasons (apart from the residence not meeting the standards outlined in clauses 91.3 or 91.9) that would be acceptable for refusing a residence would be extraordinary family situations that needed special considerations in terms of style of housing or location or where an extraordinary situation arises that makes it unreasonable for the member to

take up residence or remain in that accommodation. General schooling preferences would not in itself be an acceptable reason for refusal unless the children were already attending a particular school.

- 91.25 If a member refuses suitable accommodation in a locality and the Commissioner or the Commissioner's representative has determined the member does not have adequate reasons for refusing that accommodation, the Police Force will be deemed to have met its obligations for Departmental provided accommodation for that locality and the member will be entitled to be paid the Housing Allowance under clause 91.18 at that locality. The member will not be entitled to any rental allowance under clause 91.15 at that locality.
- 91.26 Members who have purchased or are purchasing a residence at the place where they are stationed and are receiving the allowance payable under clause 91.18, who are subsequently transferred to another location, shall be entitled to Government accommodation at that new location.
- 91.27 Members referred to in clause 91.26 who are provided with Government accommodation shall not be required to pay rent on transfer, but shall not receive the allowance payable under clause 91.18.
- 91.28 Members referred to in 91.26 who are provided with Government accommodation may seek approval from the Commissioner to continue to receive the allowance payable under clause 91.18 for providing their own accommodation in the location from which they have been transferred. If approval is given, those members shall pay the rental applicable to the Government accommodation as determined by the Commissioner. Such rental shall not exceed the rate paid by the Commissioner for accommodation provided by Territory Housing.
- 91.29 Members provided with a residence in accordance with clauses 91.1 or 91.6 or receiving an allowance in accordance with clause 91.15 shall not without the consent of the Commissioner, sub-let the residence provided, or the residence they are occupying, or any portion of either such residences.
- 91.30 The housing provisions set out herein shall continue to be applicable while members are on recreation leave, long service leave, personal leave and special leave with pay.
- 91.31 Where members are on special leave without pay, these housing provisions shall only apply to the extent that the Commissioner, after consideration of all relevant facts, determines that the provisions should apply.

## **PART 7 - GENERAL CONDITIONS**

### **92 Expenses on Appointment**

- 92.1 When a person is appointed to the Police Force, the cost of removal of that person and that person's furniture, household and personal effects to the place of appointment shall be met by the Force within maximum upper limits as determined by the Commissioner.
- 92.2 When members have commenced duty but have not been accompanied to the place of appointment in the Northern Territory by some or all of their dependants, those dependants, or such of them as have not accompanied the member, shall be granted a one-way fare when travelling to join the member at the member's work location.

### **93 Removals on Retirement**

- 93.1 Members, including Aboriginal Community Police and Police Auxiliaries, upon retirement from the Force due to age, ill-health or physical or mental incapacity, shall be entitled to fares by air, sea or land, or any combination thereof, depending on the route and mode of travel selected by them for themselves and their dependants from the Northern Territory to

the destination in Australia nominated by them, not exceeding the cost of airfare (where air travel is possible) by the most direct route.

- 93.2 Where a member dies, or the Commissioner, after consideration of all the circumstances, directs that the death of the member be presumed, the dependants of that member shall be entitled to fares as provided in clause 93.1.
- 93.3 In addition to fares payable under clauses 93.1 and 93.2, the reasonable cost of removal of the furniture, household and personal effects of the member and/or their dependants to the destination within Australia nominated by the member or their dependants, as the case may be, shall be at the expense of the Force.
- 93.4 Where a fare is payable in pursuance these retirement provisions and the member elects in the case of sub-clause 93.1 or the dependants elect in the case of sub-clause 93.2 to travel by private motor vehicle, an allowance shall be paid to the member or the widow, widower or dependants.
- 93.5 Unless otherwise approved by the Commissioner, the cost of all fares and removal expenses under this clause shall not be met by the Commissioner unless such travel and removal is undertaken within 180 days of the retirement or death of a member.
- 93.6 A member, including Aboriginal Community Police and Police Auxiliaries, who resigns immediately prior to their 55th birthday for the purpose of taking advantage of the Commonwealth Superannuation Scheme provisions, shall be entitled to the provisions of this clause subject to the travel being from the Northern Territory to a capital city in Australia nominated by the member, and such travel being undertaken within 90 days either side of the member's 55th birthday.

#### **94 Recovery of Monies Owed to the Department**

- 94.1 Members, who for whatever reason have incurred a debt with the Department, shall not be liable to repay that debt unless and until the member has been notified of the debt in writing.
- 94.2 Where a member has been notified of a debt in writing of an amount exceeding \$100.00 and there is no dispute as to the existence and amount of the debt set out in that notification, the Commissioner shall, subject to any other arrangement agreed to by the parties, be entitled to recover from that member the repayment of the debt at the rate of \$100.00 per pay or such greater amount agreed to by the parties, subject at all times to the Commissioner's consideration of the member's ability to pay.
- 94.3 Where the amount of a debt recoverable under this clause is \$100.00 or less, the Commissioner may recover the debt in total out of 1 fortnightly salary payment, subject to the member's ability to pay.
- 94.4 Where a member who has a debt to the Department recoverable under this clause ceases employment before the debt is fully recovered, the balance of the debt may, at the discretion of the Commissioner, but subject to the member's overall financial position, be offset against any final payments due to the member as a result of the cessation of employment.
- 94.5 A debt referred to in this clause is a debt resulting from an overpayment of salary or allowance or other overpayment of monies.
- 94.6 Notwithstanding clauses 94.1 to 94.5, but always subject to the Commissioner's consideration of the member's ability to pay, the Commissioner shall be able to recover from a member as a debt due and payable, including from any final payments due to a member who is ceasing or has ceased employment with the Department, any costs incurred by the Department for the cleaning and/or repairs of a domestic dwelling head leased by the Department and which the member has been occupying as a sub-lessee.

#### **95 Determination - Availability**

A copy of this Determination shall be made available by the Commissioner for inspection by members at each Branch, Station or other place of attachment.

## 96 Supplementary Benefit Scheme

96.1 In this Clause, unless the contrary intention appears:  
"supplementary pension" means the supplementary pension payable to members of the Northern Territory Police Force under the Trust Deed;

"Trust Deed" means the Trust Deed known as the Northern Territory Police Force Supplementary Benefit Scheme made between the Northern Territory and the trustees of that Trust Deed as in force on 1 July 1984 and as amended from time to time.

96.2 A supplementary pension shall be payable to a member in accordance with the Trust Deed.

### Introduction

96.3 This advice has been prepared by the Superannuation Office of the Northern Territory Government to provide information to members of the Northern Territory Police Force on the Northern Territory Police Supplementary Benefit Scheme and answer some questions that concerned employees may have.

96.4 Further information may be obtained from the personnel section or the Superannuation Office, Department of the Treasury on telephone 8999 7388 or 8999 6000.

### Purpose

96.5 Under the Commonwealth Superannuation Scheme (CSS), full pension benefits are payable to members at age 65. However, for members of the Northern Territory Police Force, retirement may be on or after age 55 but is compulsory at age 60 so full pension benefits are not payable.

96.6 This anomaly is to be rectified by paying members of the Northern Territory Police Force who retire between the ages of 55 and 60 a supplementary pension so that their total level of benefit will be the same as if they had retired between the ages of 60 and 55.

96.7 The supplementary pension is payable by the Northern Territory Government and is completely separate from the CSS.

### The Scheme

96.8 The Scheme is established under a legal document called a Trust Deed and Rules and will be administered by three persons called Trustees, one being a representative from the Northern Territory Police Force, one a representative from the Department of Treasury and one representing the members.

96.9 The Trust Deed and Rules set out the terms and conditions of the Scheme and provide certain powers and responsibilities to the Trustees in respect of the Scheme.

96.10 The Trustees are responsible for collecting contributions from the members, setting up a Fund and investing these monies wisely. The type of investment which may be made by the Trustees is indicated in detail in the Trust Deed and is controlled by law under the Trustee Act.

96.11 The supplementary pension is paid by the Trustees from the members' contributions and from monies paid by the Government.

### Membership

96.12 All members of the Northern Territory Police Force who are contributors under the CSS are deemed members of the Scheme.

### Contributions

96.13 Members contribute 1% of salary for superannuation purposes to the SBS in addition to the 5% of salary contributed to the CSS.



## Benefits

- 96.14 A supplementary pension is only payable on age retirement or early (between 55 and 60 years) retirement and the member is eligible for a pension under the CSS. The supplementary pension is paid every fortnight and is in addition to the pension you receive from the CSS.

## Pension Entitlement

- 96.15 The supplementary pension that members receive is a certain percentage of the member's standard CSS pension and depends on the member's age at retirement as shown in the following table.

**Table 1**

<b>Age at retirement in completed years</b>	<b>Percent</b>
55	25.00
56	21.69
57	18.69
58	15.94
59	13.43
60	11.11

## Death Benefit

- 96.16 Where a member receiving a supplementary pension dies, the member's spouse and dependent children (if any) will also receive a supplementary pension provided that they are eligible for a pension under the CSS. The amount of the supplementary pension is a percentage of the CSS pension paid to the spouse and that percentage corresponds to the member's age when retired as shown in the above table.

## Death in Service/Invalidity Retirement

- 96.17 Should the member retire on medical grounds or dies before retiring, the member DOES NOT qualify for a supplementary pension. This is because, under the CSS, the member is entitled to full benefits. However, the member's 1% contributions, accumulated with interest, will be refunded to the member or the member's dependants or estate, as the case may be.

## Effect of Resignation/Dismissal

- 96.18 If a member resigns or is dismissed from the Northern Territory Police Force, the member's contributions with interest are refunded.

## Pension

- 96.19 As previously stated, a member receives a supplementary pension only when the member receives a CSS pension for age retirement or early (between the ages of 55 and 60 years) retirement.
- 96.20 For a member who joined the CSS after 1 July 1976, the CSS pension payable depends on age at retirement and the number of completed years of completed service. Table 2 below shows the percentage of final salary payable as a pension for the relevant years of service. The table also shows the percentage payable for ages 61 to 65 years to enable members to check their entitlement.

*Example: A member who has completed 32 years service and who retires at age 58, shall receive the CSS pension at the rate of 41.814% of final salary. This supplementary benefit scheme is designed to give members a total pension (CSS and SBS) equal to 48.48% of salary as if the member were 63 years of age on retirement.*

**Table 2**

**A. Benefit payable on retirement between ages 55 & 60.**

Salary	\$20,754
Contributory Service	28 years
Retiring Age	58
Retirement pension payable under CSS (Table 2)	$\$20,754 \times .39744$ = \$8,248.47 pa
Supplementary pension payable under SBS (Table 1)	$\$8,248.47 \times .1594$ = \$1,314.80 pa
<b>Total Pension</b>	<b>\$9,563.27 pa.</b>
Pension payable under CSS for retirement at age 63 (Table 2)	$\$20,754 \times .46080$ <b>= \$9,563.44pa.</b>

**97 Vacancies**

- 97.1 When there is a vacancy in ranks or in stations, other than temporary, the Commissioner shall, before the expiration of 42 days after the occurrence of such vacancy, cause an advertisement of the said vacancy to be published in the Police Gazette or by other suitable means notify each member of the Force.
- 97.2 Such advertisement or notification shall specify a date on or before which application for transfer or promotion to such vacancy may be made to the Commissioner and where appropriate a summary of the duties of and the appropriate qualifications necessary to fill such vacancy.
- 97.3 A vacancy in ranks or in stations may be filled within 42 days after the closing date for applications.
- 97.4 A vacancy above the rank of Senior Constable which is to be filled on promotion shall be advertised at the discretion of the Commissioner, but not more than 6 months from the time the vacancy arises.

**PART 8 – TRANSFERS AND TRAVELLING**

**98 Travelling Allowance**

- 98.1 Members who are required to travel and to be absent from their station or headquarters overnight shall receive Travelling Allowance at the rates and under the conditions specified in this Part.
- 98.2 Notwithstanding clause 98.1, in the case of members permanently transferred, the period of travel shall be deemed to continue until the members are given occupation of the quarters provided in connection with the position to which they have been transferred.
- 98.3 Members transferred to the Training Centre or to a Station to complete any phase of recruit training shall be considered to be on permanent transfer for the purposes of this Clause; that

is, they shall not be eligible to receive Travelling Allowance during employment at the Training Centre or Station, unless they are required to be absent from the Training Centre or Station overnight for operational purposes.

- 98.4 Travelling allowance payments, when known more than 21 days in advance shall be paid by electronic funds transfer (EFT).

## **99 Travel on Official Duty**

- 99.1 A member who travels on official duty is required to submit a completed movement requisition prior to commencing travel, detailing the travel to be undertaken, except where the travel is for a short, local journey by Government or private vehicle.

- 99.2 The approved movement requisition is to be used as the basis for the calculation of travelling allowance payments.

- 99.3 Where for any reason the details shown on the movement requisition change, the member is to submit an amended requisition detailing the new travel arrangements including the changes.

- 99.4 A member who is required to travel to a location within the Northern Territory where commercial accommodation is available, shall be paid travelling allowance at the rate determined by the Commissioner from time to time and specified in Appendix "B". A schedule is contained in Appendix "A".

- 99.5 The Commissioner may direct a member to reside in:

- a. accommodation provided at the expense of the Force or of the Northern Territory Government; or
- b. a base camp,

in an area where commercial accommodation is available. If such a direction is given, the travelling allowance rate applicable to an area in which commercial accommodation is available is not payable. The member shall be paid the rate of travelling allowance applicable to travel where accommodation is provided, or to travel where accommodation is provided in a base camp.

- 99.6 A member who travels to a location within the Northern Territory where commercial accommodation is not available, shall be paid travelling allowance at the rate determined by the Commissioner from time to time and specified in Appendix "B".

- 99.7 The Commissioner may direct a member to reside in:

- a. accommodation provided at the expense of the Force or of the Northern Territory Government; or
- b. a base camp,

in an area where non-commercial rate travelling allowance would normally be payable. If such a direction is given, the member shall be paid the rate of travelling allowance applicable to travel where accommodation is provided, or to travel where accommodation is provided in a base camp.

- 99.8 Where a member is receiving payment of travelling allowance

- a. at the non-commercial rate; or
- b. when provided with accommodation in an area where commercial accommodation is not available,

the allowance will not be subject to review.

- 99.9 A member who is required to travel interstate on official duty shall be paid travelling allowance as determined by the Commissioner from time to time and specified in Appendix "C".

- 99.10 Where a member is provided with accommodation and/or meals by another organisation or by the Northern Territory otherwise than as travelling allowance (e.g. as part of a conference fee, etc.), the amount of travelling allowance payable shall be reduced by deducting the allowance component applicable to the service provided.
- e.g. Where accommodation is provided, meal and incidental components only shall be paid. Where accommodation and meals are provided, only the incidental component shall be paid.
- 99.11 Where two or more members are travelling interstate together as a team or working party and are accommodated at the same commercial accommodation, the travelling allowance payable to all members concerned shall be the highest rate applicable to any member of the team or working party. A working party travelling with the Commissioner shall receive travelling allowance at the rate payable to the Commissioner.
- 99.12 Wherever possible, a member shall be paid travelling allowance before the commencement of travel. Advances shall be acquitted immediately upon completion of the travel, by certification that the authorised travel was undertaken, and of applicable by the production of used commercial travel tickets, in accordance with Treasurer's Directions.
- 99.13 Where a member has received an advance of travelling allowance in respect of a period of temporary transfer and that period is extended during the transfer, the member may be advanced an additional amount of travelling allowance calculated up to the end of the non-review period.
- 99.14 The payment of travelling allowance is independent of any payment made in respect of excess travelling time or overtime.
- 99.15 Payment of travelling allowance, except where travel is by commercial transport, shall be calculated from the actual time of departure to the actual time of arrival at the destination or return to headquarters, as the case may be.
- 99.16 Where travel is by scheduled commercial transport, travelling allowance shall be calculated from on half of one hour before the scheduled departure time and arrival time at the destination or return to headquarters.
- 99.17 Where a member who has been temporarily transferred or promoted to a location away from headquarters, is permanently transferred or promoted to that location, payment of travelling allowance shall cease:
- a. in the case of promotion - from midnight on the day of notification of confirmation of the promotion in the Gazette; or
  - b. in the case of transfer -from midnight on the day of issue of the written advice that the permanent transfer has been approved.
- 99.18 Allowances payable under this Section shall be paid on a daily basis with a pro rata payment for part of a day calculated to the nearest hour. For this purpose, any portion of an hour being less than 30 minutes is to be disregarded and any portion of an hour being equal to or more than 30 minutes is to be regarded as one hour. Where interstate travel is involved, the time differences are to be disregarded for the purpose of calculating travelling allowance as the return portion of the travel will equalise any variation due to change of time zones.
- 99.19 Where a member with dependants is temporarily transferred to another location for a period of not less than three calendar months, the cost of relocating the member's dependants may be paid by the Force. If the period of temporary transfer is for less than three months, approval for the payment of the cost involved in relocating the member's dependants to the temporary location may be sought from the Commissioner. However, approval in such instances will only be given in exceptional circumstances.
- 99.20 Where a member's dependants have been relocated to a temporary station at Government expense and the cost of accommodation, prior to review, exceeds the accommodation

component of the daily rate of travelling allowance, the member may claim reasonable accommodation costs for the family in accordance with Clauses 105.1 to 105.17 of this Part entitled "Variation to Travelling Allowance".

- 99.21 Where the member's dependants were not relocated at Government expense, any additional costs for accommodation and/or meals shall be at the member's expense.
- 99.22 Where a member with dependants is temporarily transferred within the Northern Territory for a period in excess of three months and the member's dependants continue to reside at the member's headquarters, the Commissioner may approve the reimbursement of the member's fares to return to headquarters for the purposes of visiting the dependants at intervals of not less than six weeks.
- 99.23 The first fare may be utilised six weeks after arrival at the temporary station and the last fare may be taken not less than six weeks before the temporary transfer is due to cease, provided that all travel is to be taken at weekends. Travelling Allowance is not payable for the period during which the member is absent from the temporary station in these circumstances, and the absence does not constitute a break in continuity of residence for the purposes of Clauses 99.48 and 99.49.
- 99.24 A member who while on duty at a temporary station and in receipt of travelling allowance, is granted leave of absence with or without pay, shall not be entitled to payment of travelling allowance during the period of leave unless approved by the Commissioner, except as provided in Clauses 99.38 and 99.39.
- 99.25 A member who, while on duty at a temporary station and in receipt of travelling allowance, returns to home or headquarters for a weekend and/or a public holiday without expense to the Force for conveyance, may be paid travelling allowance during the period of absence from the temporary station. Except as provided in Clause 99.28, payment of travelling allowance shall not be made:
- a. during a weekend and/or public holiday when the number of consecutive days involved exceeds four; or
  - b. on any day on which the member is absent on approved leave with or without pay.
- 99.26 These provisions are to be applied also to mid-week absences not involving absence from duty.
- e.g. A rostered shift worker with rostered days off mid-week who returns to home or headquarters for those days without expense to the Force for conveyance.
- 99.27 A member who during the Christmas and New Year holiday period, complies with the conditions of Clause 99.25, may continue to receive payment of travelling allowance for weekends and public holidays occurring during that period, but not for any days on which the member is absent on leave with or without pay.
- 99.28 A member who, while on duty at a temporary station, and in receipt of travelling allowance, returns to home or headquarters at the Force's expense, is not eligible for payment of travelling allowance for the period between the time of departure from the temporary station and the time of return thereto, except in circumstances outlined in Clause 99.31.
- 99.29 Where deduction from a travelling allowance payment is to be made because of leave of absence with or without pay, the deduction is to be at the rate of 24 hours travelling allowance for each day of absence from duty. no deduction should be made in respect of any absence from duty of less than one day.
- 99.30 Periods of absence on recreation leave or other approved leave from a locality where travelling allowance is being paid shall not be counted as residence in that locality for the purpose of computing the period for which the daily rate of allowance is payable. Periods of actual residence will be aggregated and payment at the daily rate made as appropriate during the total period.

- 99.31 Where a member owns a home at headquarters, reimbursement may be made for proven additional expenditure incurred during short period of duty at headquarters where the member is unable to re-occupy the home or incurs additional expenses to do so. Proven additional expenditure may include meal and accommodation expenses where the member is unable to re-occupy the residence.
- 99.32 A member who is in receipt of travelling allowance at the daily rate and who continues to reside at a temporary station during a period of recreation leave, shall not continue to be paid travelling allowance at the daily rate during such leave unless approved by the Commissioner. Where the member is in receipt of travelling allowance at a reviewed rate, continuing payment shall be assessed on the member's continuing expenses at the temporary station.
- 99.33 A member who, while on duty at a temporary station, is instructed to proceed on recreation leave and to resume duty at the temporary station at the expiration of that leave, shall, upon resumption of duty, be paid travelling allowance at the rate that would have applied but for the absence on leave. Any claim for reimbursement of continuing expense at the temporary station during the period of leave shall be forwarded to the Commissioner for consideration.
- 99.34 A member who, while on duty at a temporary station, is forced by illness not due to personal actions, to take personal leave and is unable to return home, or the Commissioner considers that it is inexpedient for the member to do so, may be paid an allowance to cover proven costs of such illness up to a maximum of the amount of travelling allowance that would have been payable for the period concerned.
- 99.35 For the purpose of this Part, "proven costs" of illness include the cost of medical attention, medicine, hospital fees or cost of maintenance if the member does not go into hospital less any amounts received from the Health Insurance Commission (Medicare) and/or from a private health insurance fund.
- 99.36 Where a member returns home during a period of personal leave, payment of travelling allowance shall cease from the time of departure from the temporary station to the time of return thereto. The cost of fares to the member's home and return, in the event of the member being required to resume duty at the temporary station, shall however, be borne by the Force unless the Commissioner is satisfied, having regard to the short period of leave involved and/or the distance to be travelled by the member to reach home, that the expense would not be justified. The amount paid is not to exceed the cost that would have been involved in the member's travel between temporary and permanent headquarters.
- 99.37 Where liability for a compensatable illness or injury, for which payment has been made under this Part, is accepted at a later date, the amounts paid to the member shall form part of the claim for compensation and shall be reimbursable to the Force.
- 99.38 A member:
- a. who resided at a temporary station with his/her dependants;
  - b. is required to relocate to another temporary station; and
  - c. is unable to obtain suitable accommodation at the second temporary station for him/herself and dependants,
- may be reimbursed the cost of maintaining the accommodation at the first temporary station until the dependants are able to relocate to the second temporary station or until the member returns to the first temporary station.
- 99.39 The decision to continue such payment should be based upon the economics of returning the dependants to the member's head station with due consideration being given to any subsequent financial consequences of this action (fares for dependants to rejoin the member, etc.) and the personal circumstances of the member and dependants.
- 99.40 Where a member who is otherwise entitled to the commercial rate of travelling allowance is:
- a. accommodated; and/or

b. provided with meals

at the expense of the Northern Territory or of another organisation, the rate of travelling allowance payable shall be equal to the amount which will reimburse the member for those components of travelling allowance which are not provided at the expense of the Northern Territory or that other organisation.

- 99.41 Where a member is accommodated at Government expense in self-contained accommodation in an area where commercial accommodation is available and is required to provide his/her own meals, the rate of travelling allowance payable is to be in accordance with the maximum weekly prescribed rate as specified in Appendix "A" to this Part, plus the incidental component of the normal travelling allowance applicable to the location concerned. Where less than one week's accommodation is involved, the weekly maximum is to be reduced proportionately. A member who is accommodated at Government expense and in receipt of the maximum weekly prescribed rate for meals is entitled to the meal component rates for the first and the last days of the temporary transfer.
- 99.42 The travelling allowance of a member to whom Clauses 99.40 and 99.41 apply, shall be reviewed under the review provisions of this Part.
- 99.43 Where a member who is otherwise entitled to the non-commercial rate of travelling allowance, is provided with Government accommodation at other than a base camp, the allowance payable to the member shall be reduced by 20% of the non-commercial rate of travelling allowance and shall not be subject to review.
- 99.44 When a member on official duty, is provided with accommodation at the expense of an airline because of an alteration in the scheduled time of arrival or departure of an aircraft, the member shall not be paid travelling allowance at the rates prescribed in this Part in respect of the period between the scheduled time of arrival or departure and the actual time of arrival or departure, but shall be paid the incidental component of the daily rate of travelling allowance applicable to the location concerned. In addition, out-of-pocket expenses necessarily incurred by a member for the purchase of meals during such period may be reimbursed at the appropriate rate provided that these are not provided at airline expense.
- 99.45 Where a member who is in receipt of travelling allowance, is required to leave the temporary station to perform temporary duty at another station or at headquarters, the member is to be advised of the expected period of absence from the temporary station prior to departure from that station.
- 99.46 Continuity of residence at the temporary station shall be deemed to have been broken:
- a. in all cases where the member's actual absence exceeds one week (ie. seven calendar days) regardless of the expected period of absence advised to the member; and
  - b. where the member is advised that the absence will exceed one week and the actual absence does not exceed one week.
- 99.47 Continuity of residence at the temporary station shall be deemed not to have been broken where the member is advised that the period of absence will not exceed one week and the actual absence does not exceed one week.
- 99.48 Public holidays that occur at the temporary station during a period of temporary transfer shall be observed by the member as if that member was permanently located at that station. However, the member shall not be entitled to observe public holidays that apply to the member's headquarters during the transfer period.
- 99.49 A member who is required to perform duty on a public holiday which occurs at the temporary station shall be paid in accordance with the provisions relating to duty on a public holiday, that relate to the member.

- 99.50 The Commissioner may allow a member to break or extend the actual period of a temporary transfer for personal reasons to take advantage of temporary residence or travel through a particular locality.
- 99.51 Where a break in travel occurs that attracts an additional fare component, that component shall be paid by the member.
- 99.52 Travelling allowance is to be calculated and paid only for the period that the member is necessarily absent from headquarters. Departure and return times are to be assessed on the latest flight available for departure and the earliest flight available for return regardless of whether the member actually takes those flights.
- 99.53 In effect, approvals of this nature are not to involve the Northern Territory in any additional expense because of the personal arrangement.

### **Travelling Allowance Appendix "A"**

#### **100 Localities where commercial accommodation is available**

Adelaide River, Larrimah, Aileron Roadhouse, Mandorah (1) Alice Springs Mary River Homestead Barkly Homestead Mataranka Bark Hut Mt Ebenezer Barrow Creek Nhulunbuy Batchelor (Rum Jungle Motor Inn) Noonamah (1) Borroloola Pine Creek Cape Crawford Renner Springs Corroboree Park Tavern Roper Bar Curtin Springs Ross River Daly River South Alligator Daly Waters Springvale (3) Darwin Tennant Creek Dunmarra Three Ways (2) Elliott Timber Creek Emerald Springs Ti Tree Erldunda Top Springs Glen Helen Victoria River Hayes Creek Victory Downs Humpty Doo (1) Wallara Ranch Jabiru Wauchope Jim Jim Wycliffe Well Katherine Yulara Kings Canyon Frontier Lodge Kulgera

- (1) Employees permanently stationed in Darwin who temporarily perform duty at these localities are expected to return to Darwin overnight.
- (2) Employees permanently stationed in Tennant Creek who temporarily perform duty at these localities are expected to return to Tennant Creek overnight.
- (3) Employees permanently stationed in Katherine who temporarily perform duty at these localities are expected to return to Katherine overnight.

### **Travelling Allowance Appendix "B"**

#### **101 Travelling Allowance rates within the Northern Territory**

##### **a. Travel to a locality where commercial accommodation is available**

Accommodation	\$ 71.20
Breakfast	\$ 10.60
Lunch	\$ 15.90
Dinner	\$ 22.30
Incidentals	\$ 7.40
 Total	 \$127.40

Additional accommodation component for Yulara - \$66.90

##### **b. Travel to a locality where commercial accommodation is not available**

One half of the total amount payable for travel to a locality where commercial accommodation is available, \$63.70.

It should be noted that the individual components of commercial rate travelling allowance are not to be halved for the purpose of converting to the non-commercial rate. No individual components are to be used in respect of non-commercial rate travelling allowance.



Where a member is required to travel to Groote Eylandt on duty and is accommodated at the GEMCO Hostel, the member shall be paid an allowance equal to the actual cost of board and lodging expenses incurred plus the incidental component specified in the rate of travelling allowance payable in a locality where commercial accommodation is available.

**c. Travel to a locality where commercial accommodation is not available and accommodation is supplied by the Force.**

One half of the total amount payable for travel to a locality where commercial accommodation is available, less 20%, ie. \$50.95.

**Appendix "C"**

**102 Travelling Allowance rates for travel outside the Northern Territory**

**a. Travel to a capital city**

Accommodation	\$ 74.90
Breakfast	\$ 15.40
Lunch	\$ 23.40
Dinner	\$ 32.90
Incidentals	\$ 11.80

Total \$158.40

Additional accommodation components:

Sydney	\$32.60
Melbourne	\$10.90
Brisbane	\$10.90

**b. Travel to a locality other than a capital city**

Accommodation	\$74.90
Breakfast	\$15.40
Lunch	\$23.40
Dinner	\$32.90
Incidentals	\$11.80

Total \$158.40

**103 Appendix 'D'**

103.1 In calculating allowances payable to members on temporary transfer where board and lodging accommodation (e.g. in a hotel or motel) has been obtained on a basis which does not include all meals, the full cost of board and lodging for each person in respect of whom an allowance is payable shall be derived by adding to the tariff amounts relating to meals taken away from the place of accommodation. The maximum amounts to be added are:

Breakfast	\$15.40
Lunch	\$23.40
Dinner	\$32.90

Rates for children between the ages of two and ten years are half of the above rates. Where appropriate, an allowance for the purchase of baby food may be paid in respect of infants under two years of age.

### 103.2 Standard Meals

Where meals are taken at the establishment at which members are accommodated, the cost of standard meals at that establishment may be allowed in place of the rates listed in part 1. The purchase of liquor and the payment of tips or gratuities are not permitted in meal allowance assessments.

### 103.3 Furnished rented accommodation

Where allowances in respect of the occupancy of furnished rented accommodation are paid to members residing alone at the temporary station, the meal rates above are also payable for meals taken away from the place of residence and for food purchased for the preparation of meals. However, payment is limited to a maximum of \$139.00 per week. Where less than one week's accommodation is involved, the weekly maximum is to be reduced proportionately.

### 103.4 Government accommodation

Where a member is accommodated at the expense of the Force in self-contained accommodation and is required to purchase meals or food for the preparation of meals, payment is limited to a maximum of \$139.00 per week.

## 104 Review of Travelling Allowance

104.1 Where, at the commencement of the temporary transfer, it is anticipated that the member will be resident at the temporary station for at least six weeks, travelling allowance shall be reviewed during the third week of the transfer and the allowance at the reviewed rate paid from midnight on the 28th day after arrival at the temporary station.

104.2 Where the temporary transfer is initially intended to be for four weeks or less, but during that period the transfer is extended beyond six weeks, travelling allowance shall be reviewed during the sixth week of the transfer and the allowance at the reviewed rate paid from midnight on the 42nd day after arrival at the temporary location.

104.3 Where the temporary transfer is initially intended to be for four weeks or less, but during that period the transfer is extended six weeks or less, travelling allowance shall be reviewed and the member shall be entitled to payment for the whole of the period at the daily rate of travelling allowance.

104.4 Where the temporary transfer is for a period of between 4 and 6 weeks, travelling allowance shall not be reviewed.

104.5 The intention of the reviewed rate of travelling allowance is to reimburse the member for additional costs, if any, of accommodation and meals at a temporary station which are in excess of the costs paid by the member at headquarters.

104.6 Members are to supply the following information when requested to enable calculation of the reviewed rate of travelling allowance:

- a. details of dependants, if any, and their location;
- b. details of accommodation at headquarters and at the temporary station;
- c. the cost of board and lodging or the cost of rental supported by receipts, and the cost of food and meals, at the temporary station;
- d. details of relevant costs at headquarters if such information is required for the calculation; and
- e. details, including receipts, of any continuing expenses at headquarters.

104.7 The Commissioner has delegated the authority to review travelling allowance in accordance with this Part to the Personnel Support Manager.

104.8 In exercising these delegations, the Personnel Support Manager must be satisfied that the accommodation is suitable and reasonable having regard to the circumstances, community

standards, availability of accommodation and the member's needs. As far as practicable, the accommodation of a member on temporary transfer should provide a level of convenience and privacy similar to that enjoyed by the member at home.

104.9 The Commissioner may approve reimbursement of reasonable and unavoidable continuing expenses incurred by a member at headquarters while on temporary transfer, subject to proof of expenditure.

104.10 The following continuing expenses may be reimbursed:

- a. Where a member owns or is purchasing a home at headquarters, reasonable expenses incurred for caretaking, maintenance of grounds, etc, provided that the residence remain unoccupied.
- b. Where the family unit normally boards at headquarters and the dependants accompany the member to the temporary station, reasonable expenses for retention of rooms at headquarters.
- c. Similar expenses to those in sub-clauses (a) and (b) incurred by a member without dependants.
- d. Where the length of the temporary transfer warrants, costs of redirection of mail, temporary disconnection of telephone and electricity and similar expenses.

104.11 Continuing expenses shall not include expenses such as land tax, insurance, etc, normally paid while residing at headquarters. However, insurance premium loading's required by an insurance company in respect of a residence left vacant may be reimbursed.

104.12 Approval shall not be granted for the removal of pets to the temporary station, except where the temporary transfer is in excess of three months, or where the Commissioner has approved the cost of conveyance of the member's dependants to the temporary station for a lesser period. Expenses for the maintenance for pets and other costs associated with their removal will not be met.

104.13 Following the review of travelling allowance, the member is to be advised in writing of:

- a. The basis on which the rate of reviewed travelling allowance has been calculated;
- b. A breakdown of the component parts (i.e. accommodation, meals, incidentals and other expenses) of the allowance; and
- c. The date from which the allowance is payable.

104.14 Motel style accommodation is generally regarded as reasonable during settling-in periods and for the duration of short-term transfers. Where transfers are for longer periods (three months is considered as a long term temporary transfer) the Force's accommodation should be obtained whenever possible.

104.15 Where a member rents accommodation at a temporary station, it is generally expected that the accommodation will be furnished. where the temporary transfer is for a minimum of three months, the member is accompanied by dependants and no suitable alternative accommodation is available, allowances may be approved in respect of unfurnished accommodation.

104.16 Where an allowance has been approved in respect of unfurnished accommodation, consideration may be given to reimbursing the cost of hire of necessary furniture and effects from commercial sources. For the purpose of assessing allowances, such hire charges are to be regarded as part of the total rental.

104.17 Where a member's own furniture and effects can be removed to the temporary station for less cost than the hire of furniture and effects, this should be arranged. The cost of storing the member's furniture and effects at headquarters should also be taken into account in determining the relative economy of a removal as an alternative to reimbursing hire charges.

- 104.18 The rate of travelling allowance payable to a member whose dependants have been conveyed to the temporary station at the expense of the Force, shall be calculated on actual costs in the same manner as reviewed travelling allowance. However, where the rate so calculated is less than the daily rate of travelling allowance which would have been paid had the member travelled to the temporary station alone, the member shall be paid the daily rate of travelling allowance for the first 28 days of the transfer.
- 104.19 Laundry and other incidental costs incurred during the first 28 days of transfer are not to be included in the calculation of a travelling allowance rate during that period.
- 104.20 Where the member's dependants travel to the temporary station but the costs of such travel are not paid or payable by the Force, calculations to establish a reviewed travelling allowance rate will not include any costs associated with those dependants. Continuing expenses at headquarters may be reimbursed to the extent of those expenses which would have been payable had the dependants remained at headquarters. In practice, calculations will be based on expenses that would have been incurred had the member's dependents not travelled to the temporary station.
- 104.21 Notwithstanding Clauses 104.18, 104.19 and 104.20, in the case of a member permanently transferred, the period of travel shall be deemed to continue until the member is given occupation of the quarters provided in connection with the position to which he has been transferred.
- 104.22 Allowances may continue during any absence from the temporary station not involving duty elsewhere, subject to reduction by the amount of any decrease in the level of relevant temporary station costs during absences.
- e.g. A member receiving an allowance in respect of rented accommodation would continue to receive the same reviewed rate of allowance unless rental costs were reduced during the absence.
- 104.23 Allowances in respect of board and lodging costs will be reduced to reflect any decrease in tariff payable during the absence.
- 104.24 Brief absences not exceeding the length of absences for which allowances may continue under section, will not be taken into account in determining weekly allowances except where such absences are frequent.
- 104.25 Temporary station costs during absences should be fully justified and recreation leave should be held over until the end of transfers wherever practicable.
- 104.26 A member who is receiving payment of a reviewed rate of travelling allowance shall be required to provide information to allow quarterly reassessment of the rate of the allowance payable.
- 104.27 A member who is receiving payment of a reviewed rate of travelling allowance shall advise the Force immediately there is a change in accommodation or personal circumstances so that the rate of allowance can be reassessed.
- 104.28 Where, because of changes in circumstances, the member's reviewed rate of travelling allowance is amended, the amended rate will be effective from:
- a. midnight on the day of notification of the change when the allowance is to be reduced; and
  - b. the day the actual living costs increased where the allowance is increased.
- 104.29 A member transferred to the Training Centre or to a Station to complete any phase of his recruit training shall be considered to be on permanent transfer for the purposes of this Division; that is, he shall not be eligible to receive Travelling Allowance during his employment at the Training Centre or Station, unless he is required to be absent from the Training Centre or Station overnight for operational purposes.

## 105 Variation to Travelling Allowance

- 105.1 Subject to the provisions contained in herein, a member may be reimbursed for additional expenses incurred for accommodation and meals while on a temporary transfer, in excess of the standard rate of travelling allowance. This Section is also to be used in the calculation and acquittance or travelling allowance for overseas duty travel.
- 105.2 A member's eligibility variation to travelling allowance applies only to the period of the temporary transfer up to the day on which a reviewed rate of travelling allowance is payable in accordance with Clause 104 - "Review of Travelling Allowance".
- 105.3 Where the accommodation component of travelling allowance is less than the actual cost of accommodation incurred by the member, reimbursement may be made for the additional expenses upon production of proof of expenditure.
- 105.4 Claims for reimbursement of accommodation costs will be assessed in respect of the whole period of the temporary transfer regardless of whether several locations are involved. In effect claims in respect of several days of high accommodation costs in a longer period of temporary transfer cannot be assessed alone.
- 105.5 Claims by members for reimbursement of additional costs of meals will be assessed having regard to the total expenditure for accommodation and meals for the whole of the period of temporary transfer. Claims in respect of meal costs will not be considered alone.
- 105.6 The meal rates prescribed under this Part would normally be considered adequate. However, claims for higher meal rates may be considered in the following circumstances:
- a. Where the standard meal cost at the member's place of accommodation
  - b. Where the member is obliged to eat with employees entitled to a higher meal rate or with staff of other organisations.
- 105.7 A normal evening meal in most instances would mean a three course meal with coffee but no liquor. In some cases this may not constitute a normal meal (e.g. a standard four course meal, or a Chinese banquet style meal, both of which may, in some circumstances, be classed as a normal meal).
- 105.8 Where doubt exists, the member who has the authority to approve payment of travelling allowance is to decide what constitutes a normal meal in that particular instance.
- 105.9 Claims for meals will be considered subject to production of receipts but standard meal component rates will be paid where receipts are not provided.
- 105.10 Where receipts cover accommodation and meals but do not itemise the components, claims will be assessed on the basis of the amount by which the receipt exceeds the total standard rate for the period involved.
- 105.11 The purchase of liquor and the payment of tips or gratuities will not be considered in assessments.
- 105.12 Items such as personal telephone calls, newspapers, food (other than normal meals), etc form part of the incidental component of travelling allowance.
- 105.13 Items such as taxi fares and official telephone calls should not be included in travelling allowance claims. These items may be claimed from petty cash or be included in a charge account, e.g. Cabcharge.
- 105.14 As there are no individual components of non-commercial rate travelling allowance, any claims for variation because of additional cost must be assessed on the total cost of accommodation meals and incidental expenses.
- 105.15 Where a member submits a claim under these Variation provisions and, after assessment, the proven costs are less than the amount of travelling allowance payable at the daily rate, no action will be taken to recover the amount by which the daily rate exceeds the actual costs.

105.16 In calculating a variation to travelling allowance, the incidental component is included in all calculations as the amount is payable to the member regardless of other expenditure.

105.17 Where accommodation and/or meals costs during a temporary transfer can be reasonably estimated prior to departure and the travelling allowance at the daily rate is clearly insufficient to meet estimated costs, an advance up to the level of estimated costs may be made. Where receipts provided do not fully cover advanced payments, recovery of the balance will be made.

## **106 Out of Pocket Expenses**

106.1 A member who is absent from headquarters for a period not extending overnight and who was not notified of the requirement for the absence prior to commencing duty on that day, shall be paid an allowance in respect of each prescribed meal period for which the member is absent on that day.

106.2 A member who is absent from headquarters for a period not extending overnight and who was notified of the requirement to be absent prior to commencing duty on the day, shall be paid an allowance for meals in accordance with the following:

- a. If absent for breakfast only, an allowance may be paid for that meal. To be considered as having been absent for breakfast, the member must have departed from home no later than 6.30am;
- b. If absent for lunch only, no allowance is payable;
- c. If absent for dinner only, an allowance may be paid for that meal. To be considered as having been absent for dinner, the member must have returned to headquarters not earlier than 7.00pm or to home not earlier than 7.30pm;
- d. If absent for two meals, an allowance may be paid in respect of one meal only. To be considered as having been absent for two meals the member must have been absent for any two meals specified in sub-clauses (a), (b) or (c); or
- e. If absent for at least thirteen hours and such absence covers the three meals specified in sub-clauses (a), (b) or (c) an allowance may be paid in respect of two of those meals.

106.3 Where a member who is eligible for payment of an allowance for meals under the provisions of sub-clause 106.2(a), is supplied with a meal at no cost, the member shall not be entitled to payment of an allowance in respect of that meal.

106.4 Where a member who is eligible for payment of an allowance for meals under the provisions of sub-clause 106.2(a), is supplied with a meal at a cost less than the value of the allowance payable under this Part, the member shall be entitled to an allowance for that meal equal to the cost of the meal paid by the member.

106.5 Meal allowances under this Part shall be payable at the rate determined by the Commissioner for meal allowance payable in respect of overtime.

106.6 Meal allowances payable under this Part shall be paid in addition to any amounts payable in respect of overtime, emergency duty and excess travelling time for the same period of absence from headquarters.

106.7 The provisions of this Part do not require that a member take an unpaid meal break in respect of overtime or emergency duty to establish eligibility for payment.

106.8 A reference to headquarters in this Part shall be read as including temporary headquarters in respect of a member who does not receive an allowance for meals as part of the reviewed rate of travelling allowance.

## 107 Overseas Duty Travel

- 107.1 For the purpose of this Part, "overseas duty travel" shall include all travel to and/or from a locality outside of Australia for the performance of official duty, to take up an offer of appointment, for job interviews, as part of a Ministerial party or for any other reason. The definition shall include travel involved in the recall of a member from leave where the member is travelling on leave outside of Australia at the member's own expense regardless of whether part of the cost of travel has been met by leave air fare entitlements.
- 107.2 The approval of the Chief Minister is required for all overseas duty travel.
- 107.3 The following points relating to the selection of members to undertake overseas duty travel will be given attention when considering proposals:
- a. The size of the delegation should be restricted to the minimum number necessary for adequate performance of the task.
  - b. Every member selected must be of a level appropriate to the task to be performed, be suitably qualified and possess relevant skills.
  - c. In optimising the long term benefits of overseas duty, considerable judgement should be exercised before nominating a member likely to leave the Service in the near future.
- 107.4 Where it is proposed that employees of more than one Department take part in a joint tour of overseas duty, the Department responsible for the mission should submit a composite proposal giving full details of all members concerned.
- 107.5 When considering proposals for overseas travel other Departments that may be interested should be consulted so that duplication is avoided and the benefits to be obtained are maximised. A member from one Department can often undertake tasks for other Departments if adequately briefed.
- 107.6 When preparing itineraries for overseas travel, attention should be given to the following:
- a. The normal method of travel is by air by the most direct route.
  - b. Detailed itineraries are to be prepared and should include days and dates of travel, arrival and departure times and flight numbers.
  - c. Where a number of different locations are to be visited careful attention should be given to avoid "crisscrossing" or "backtracking" of the intended routes.
- 107.7 The rates of allowance to be paid to a member during overseas duty travel, are as determined by the Commissioner from time to time.
- 107.8 Where a member considers that the allowance paid or payable is not sufficient to cover reasonable expenses, a claim for an additional allowance may be made in accordance with Part 3 of this Section, titled Variation to Travelling Allowance.
- 107.9 Members required to travel overseas on official duty may be reimbursed the cost of obtaining a private passport, including the cost of photographs, provided that:
- a. the member has never held a passport;
  - b. the member does not hold a current passport; or
  - c. the member's current passport is due to expire during the intended period of overseas duty travel.
- 107.10 Reimbursement of the cost of obtaining a passport shall be subject to the production of receipts for the expenses incurred.
- 107.11 A member, who accompanies a Minister on overseas duty travel shall be entitled to the following conditions:
- a. air fares at the same standard as the Minister;

- b. all costs of accommodation of a reasonable standard, laundry expenses and meal expenses; and
  - c. payment of a daily allowance at the rate of \$37.90, in addition to any other rates applicable.
- 107.12 Overseas travel in response to invitations from international government and private agencies, where the agency is paying travel and accommodation costs, should be subject to the same approval process as travel where the whole of the cost is at the expense of the Northern Territory Government.
- 107.13 The presence of a member abroad may present the opportunity for side visits from which benefit would accrue to the member and to the Service but which in themselves would not warrant overseas travel. Such side visits must offer substantial benefit and should not constitute a significant proportion of the travel.
- 107.14 The Commissioner may allow a member to take recreation leave in conjunction with overseas duty travel. However, particular care needs to be taken on the grounds of public accountability to avoid any suggestion that Northern Territory Government funds are being used to support private visits when proposals are submitted which include a period of recreation leave.

## **108 Motor Vehicle Allowance**

- 108.1 A member who is authorised by the Commissioner to use their private motor vehicle for official purposes or for a specified journey, shall receive a Motor Vehicle Allowance as provided for under this Part.
- 108.2 A member who:
- a. after completing their rostered shift for the day is employed on overtime which ceases at a time when normal public transport is not available; or
  - b. is required to commence overtime at a time when normal public transport is not available; or
  - c. is required to commence or finish an overtime shift, for which the member has not been regularly rostered, at a time when normal public transport is not available,
  - d. may use their private vehicle for travel between their home and place of duty and be paid a Motor Vehicle Allowance for such travel in accordance with the rates provided for in this Part.
- 108.3 Subject to the provisions of this Part, a member shall be paid vehicle allowance where the Commissioner authorises the use of that member's private vehicle for official purposes or where the Commissioner permits the member to use the private vehicle for a specific journey.
- 108.4 Authorisation to use a private vehicle for official purposes shall only be given where the Commissioner is satisfied that the use of that vehicle would result in greater efficiency or involve the Northern Territory in less expense than would be the case if alternative transportation was arranged.
- 108.5 Permission to use a private vehicle for a specific journey shall only be granted where the Commissioner is satisfied that the use of that vehicle would be more expedient than alternative transport or that the granting of permission would not be contrary to the interest of the Northern Territory.
- 108.6 For the purpose of this Part:
- a. "Official purposes" includes
    - (i) use of a member's vehicle by that member in performing a specific task for the Force on a regular basis; and/or



- (ii) transportation in the member's vehicle of that member, and other members or official goods or equipment, to perform duty on a regular basis where a Government vehicle is not available; and
- b. "Specific journey" includes
  - (i) conveyance of the member, and dependents if applicable, on appointment, promotion or transfer to a new locality and that travel is in the public interest;
  - (ii) use of the private vehicle for official purposes other than those defined in part (a) (i.e. on an ad hoc basis);
  - (iii) transport of a member from a place of temporary transfer to headquarters for the purpose of taking recreation leave;
  - (iv) conveyance in accordance with an entitlement to vehicle allowance in lieu of leave air fares.

108.7 A member is required to make application in writing for payment of vehicle allowance and the application must contain:

- a. the member's full name, designation and work locality;
- b. driver's licence number and expiry date;
- c. vehicle details including make, model, engine capacity, registration number and expiry date;
- d. insurance details including the name of the insurance company, policy number, expiry date and whether the policy is a comprehensive or third party property only policy; and
- e. full details and reasons for the required vehicle use including the distance to be travelled and the duration and frequency of the travel where these details are known.

108.8 A member making an application for vehicle allowance must indemnify the Northern Territory Government against all claims and damages by any person which may arise out of or during the course of the use of a private vehicle in accordance with this Part.

108.9 The indemnity provided must be signed and dated by the member in the presence of a witness.

108.10 The application, signed and dated by the member and accompanied by the witnessed indemnity form, shall be forwarded through the member's supervisor to the Commissioner or delegate for approval.

108.11 The Northern Territory will not accept any responsibility for financial liability or any loss (including any loss through the operation of an "excess" clause or loss of no claim bonus etc) which might be incurred by a person involved in an accident or as a result of theft, while using a private vehicle for official purposes or for a specific journey. Any claim by a member for damages to the vehicle resulting from an accident should be directed to the member's insurer.

108.12 Members seeking approval to use a private vehicle for official purposes or for a specific journey must be made aware of these restrictions on the liability of the Northern Territory.

108.13 The rate of vehicle allowance payable is as determined by the Commissioner from time to time and is specified in clause 109 of this Part.

108.14 Payment of the allowance to the member who uses a private vehicle for official purposes should be made on a regular basis, preferably monthly or fortnightly, and is subject to the production of accurate travel records clearly indicating the details of each journey, including the actual distances travelled while performing official duty.

108.15 Payment of vehicle allowance to a member who undertakes a specific journey by private vehicle should be made at the completion of that journey and shall be calculated on the

actual distance necessarily travelled to complete that specific journey, except as provided in clause 108.16.

- 108.16 Where approval to undertake a specific journey is granted to enable travel on appointment, promotion or transfer or in lieu of leave air fares, the member may be advanced payment of vehicle allowance for that journey subject to the acquittal of that advance in accordance with the Treasurer's Directions.
- 108.17 Where a member is granted permission to undertake a specific journey, the maximum payment to that member must not exceed the limits specified in clauses 108.2 and 108.3.
- 108.18 Where a member receives an additional allowance in accordance with clause 108.19, both vehicle allowance and the additional allowance must be added together when assessing the maximum allowances payable.
- 108.19 Members authorised to use their private vehicle for official purposes or to undertake a specific journey may claim an additional allowance where they;
- a. carry officially approved passengers;
  - b. transport equipment tools or materials weighing not less than 100 kilograms; or
  - c. tow a caravan or trailer on behalf of the Northern Territory.
- 108.20 An allowance detailed in clause 108.19(a) or (b) shall only be paid to a member on appointment, promotion or transfer or in exceptional cases.
- 108.21 The allowance is paid at a flat rate per kilometre regardless of the number of passengers, the weight of the items carried or any combination of the items specified in clause 108.20
- 108.22 The allowance is calculated at the rate specified in clause 109 of this Determination.
- 108.23 Where a member is authorised in accordance with this Part to use a private vehicle for official purposes and by reason of that use is required to pay an additional insurance premium, the member shall be reimbursed that additional cost except as provided for in clause 109. It is the responsibility of the member to ensure that any changes necessary to insurance policies, etc, are arranged with the insurance company concerned.
- 108.24 Reimbursement of the additional cost of an insurance premium shall not apply where the insurance company required that the vehicle be insured as a hire vehicle.

## **109 Rates of Vehicle Allowance**

The rates applicable for the calculation of vehicle allowance are as follows:

Vehicle allowance	\$0.67 per km
Vehicle allowance carrying goods, passengers or towing	\$0.04 per km

## **110 Down Lift and Uplift**

- 110.1 A member required by the Commissioner to transfer or required by the Commissioner to change residence from one house to another, shall be provided with a minimum of 48 hours paid absence from duty to pack and a minimum of 48 hours paid absence from duty to unpack those effects on the day their furniture and household effects are delivered at the place of assignment or transfer.
- 110.2 For the purpose of this clause, the rate of pay for the periods of paid absence shall be at the member's normal rate of pay.
- 110.3 Such time off shall not normally be allowed during any phase of recruit training to recruits whose dependants do not reside with them.

## **111 Expenses on Transfer**

- 111.1 When members are transferred from one station to another, they shall be paid reasonable expenses incurred by them for the travel of themselves and their dependants.
- 111.2 In addition, the member may be entitled to a freight warrant to a weight of 100kg, for essential items, at the Commissioner's discretion.
- 111.3 A member who is required by the Commissioner to move from one location to another or is required by the Commissioner to change residence from one house to another in either the same or another neighbourhood shall be paid a Disturbance Allowance.
- 111.4 Disturbance Allowance is paid as compensation for unreimbursed costs associated with the relocation or removal of the member and family together with furniture and effects.
- 111.5 The allowance shall be paid once only in respect of each removal or relocation irrespective of whether the removal is carried out in two or more parts.
- 111.6 Only one payment of the Disturbance Allowance will be made in circumstances where two members reside in a spousal relationship and the allowance is claimable by either member.
- 111.7 The rate of Disturbance Allowance payable to members shall be adjusted by the latest Consumer Price Index figures for Darwin, with any increase effective from 1 January each year.
- 111.8 Notwithstanding the provisions of the preceding clauses, a member shall be entitled to Disturbance Allowance when permanently transferred from one Station to another or when sent to relieve at another Station for a period in excess of 40 duty days.
- 111.9 Members who use a private motor vehicle with the permission of the Commissioner to transport themselves and their family on transfer shall be paid a Motor Vehicle Allowance in accordance with this Part.
- 111.10 Members who use their private motor vehicle with the permission of the Commissioner to move their furniture, household effects or personal effects shall be paid such sum as the Commissioner may think reasonable for the use of that vehicle.

## **112 Relocation Within Same Geographical Area**

- 112.1 Where a member is receiving a rental subsidy and is offered and accepts Departmental housing accommodation the member will be entitled to all reasonable removal costs, upon presentation of receipts.
- 112.2 Where a member who resides in department-provided accommodation relocates within the same location due to a change in personal circumstances, the member shall be reimbursed for the reasonable relocation costs associated with that move of up to \$1,000 for a single member and \$2000 for a member with a spouse and/or dependents upon the presentation of receipts.
- 112.3 A member who relocates from one department-provided residence to another department-provided residence within the same location due to a change in personal circumstances that alters their housing entitlement shall be paid the Disturbance Allowance referred to at clause 111.3.

## **113 Auxiliary Transfer Entitlements**

- 113.1 Auxiliary members on transfer shall be entitled to a relocation allowance to assist them with housing expenses on transfer.
- 113.2 This allowance will be paid fortnightly up to a maximum period of 6 fortnights
- 113.3 For the purposes of this allowance, the member shall be entitled to the current gazetted rate and shall be adjusted by the latest Consumer Price Index figures for Darwin, with any increase effective from 1 January each year.

- 113.4 For the purpose of this allowance the dependant rate is applicable only where the member's spouse or recognised dependants accompany the member at the actual time of relocation.
- 113.5 This allowance does not apply to Auxiliaries who are transferring with their spouse/partner who is a member at the rank of Constable and above who has an entitlement to housing.
- 113.6 Where the member is able to secure accommodation under leasing or purchasing arrangements or is provided with accommodation by the NTPF at the new locality, the allowance will cease regardless of whether the 6 fortnight period has ended.
- 113.7 Where the member owns or is purchasing property at the locality to which they are transferring they have no entitlement to this allowance.

#### **114 Allowance for Sale or Purchase of a Home**

- 114.1 A member who is permanently transferred or promoted from one location to another shall be paid an allowance in reimbursement of the cost of legal and other expenses incurred in the sale of a home at the member's previous location and in the purchase of a home at the new location, subject to these provisions.
- 114.2 A member who is appointed to the Force is ineligible for this allowance in respect of relocation to take up duty on appointment. Such persons will however, be eligible for the allowance in any subsequent permanent transfer or promotion.
- 114.3 For the purpose of the application of this Allowance:
- a. the term "transfer" shall include a permanent transfer to an advertised vacancy and any other permanent transfer deemed to be in the public interest.
  - b. the term "residence" shall mean all conventional permanent types of accommodation including flats, home units, etc, but shall not include any type of temporary accommodation such as a caravan, holiday home, houseboat, etc.
- 114.4 A member shall be eligible for reimbursement of the costs allowed for in this Part and incurred in the sale of a residence at their former locality provided that the residence is sold, or an agreement is entered into for the sale of the residence, not earlier than two months before commencement of duty in the new locality and not later than two years after that commencement.
- 114.5 A member who is entitled to reimbursement of costs in accordance with clause 114.4, shall be eligible for reimbursement of the costs incurred in the purchase of a residence at the new locality provided that the residence is purchased no earlier than the day of commencement of duty in the new locality and not later than four years after that commencement.
- 114.6 To be eligible for reimbursement of costs incurred in purchasing a residence at the new locality, a member must be eligible to receive or have received reimbursement of expenses incurred in the sale of a residence at the former locality.
- 114.7 To be eligible for an allowance in respect of the sale of a residence, the member must have owned and normally resided in the residence or have entered into an agreement to purchase or build a residence in which the member would normally reside, on the date of notification of the transfer or promotion.
- 114.8 To be eligible for an allowance in respect of the purchase of a residence, the member must have purchased or built a residence, or have entered into an agreement to purchase or build a residence, in which the member resides or intends to reside on a permanent basis, within the time limit available.
- 114.9 No eligibility exists in respect of a residence in which the member did not or does not intend to, permanently or normally reside.
- 114.10 The following types of expenses incurred as a result of the sale or purchase of a residence shall be admissible for payment of an allowance under this Part:

- a. Commission paid to a real estate or other agent or fees paid to an auctioneer where the residence is sold by auction.
- b. Professional costs and disbursements paid to a solicitor or land broker.
- c. The amount paid to discharge a mortgage including professional charges but not including repayment of the principal or payment of interest, where the residence being sold is subject to mortgage. Where the residence is subject to more than one mortgage, the costs involved with the discharge of one mortgage only shall be admissible.
- d. Any penalty payable for discharging a mortgage prior to the earliest date that the member would ordinarily have been entitled to do so.
- e. Advertising expenses relating to the sale of a residence where an agent was not engaged to sell the property.
- f. Costs paid to a mortgage including professional costs and disbursements but not including a procurement fee, in respect of securing a mortgage on a residence being purchased.
- g. Stamp duty and other statutory charges paid to register or transfer titles and/or mortgages.
- h. Other expenses necessarily incurred in the sale or purchase of a residence which are approved by the Commissioner.

114.11 The following types of expenses are not admissible for allowance purposes:

- a. Expenses associated with the procurement of a mortgage.
- b. Charges incurred in arranging bridging finance.
- c. Auctioneers fees in respect of an unsuccessful auction.
- d. Council or Corporation rates, water, sewerage, garbage, electricity and similar charges.

114.12 Applications for this allowance must be accompanied by proof of payment of all of the expenses claimed for reimbursement. Receipts, etc. must be itemised so that the exact nature of the expense can be ascertained.

114.13 The maximum amount of expenses which may be reimbursed are as follows:

Maximum values for calculation of allowance

For the purposes of Clause 114.10, the maximum amount of expenses that may be reimbursed are expenses that would have been charged by the agent had:

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

114.14 Advertising expenses, in accordance with clause 114.10(e), may be reimbursed up to a maximum of 10% of the commission payable for the sale of the residence subject to the maximum amount payable.

114.15 Upon receipt of a claim and after checking to ensure that all amounts claimed are properly admissible expenses, the claim shall be forwarded to the Solicitor for the Northern Territory with a request for the supply of the following information:

- a. that the expenses claimed are reasonable;
- b. that the expenses are in accordance with the scale of charges applicable in the State or Territory in which the residence is situated; and
- c. that the expenses are within the maximum amounts payable.

- 114.16 Upon certification of the claim by the Solicitor for the Northern Territory, reimbursement of the admissible expenses shall be made to the member.
- 114.17 Subject to clause 114.18, where the member holds the title of the property as a tenant in common with another person or persons, the amount of allowance payable shall be reduced in proportion with the member's share of the property.
- 114.18 Where a member's dependents are part owners of the residence, the member shall be entitled to an allowance in respect of that portion of the residence owned by the dependents.
- 114.19 Any allowance payable shall be in respect of the sale of only one residence at the former locality and the purchase of only one residence at the new locality.
- 114.20 A member who was permanently transferred or promoted from one locality to another and who is then transferred or promoted back to the original locality, shall not be eligible for this allowance from the date of notification of the second transfer or promotion, except where the member gained an eligibility for an allowance in respect of the sale or purchase of a residence prior to that date.

## **PART 9 – CAMPING PROVISIONS**

### **115 Camping Allowance**

- 115.1 Where an employee in the course of employment is required to camp out overnight using makeshift accommodation such as a swag or tent, the Commissioner will approve payment of a camping allowance at the current gazetted rate, to compensate for the physical discomfort of camping and for reasonable provisioning.
- 115.2 Camping allowance under clause 115.1 is not payable during any period of leave whether paid or unpaid, except personal leave while remaining in a camping situation.
- 115.3 A member who, in the performance of normal duty, is required to stay overnight at a base camp established by the Force, shall be paid a base camp camping allowance in accordance with the provisions of this Part.
- 115.4 A member who is required to perform normal duty at a base camp and who desires and is able to travel to and from home each day to perform duty at the base camp, may, with the approval of the Commissioner, do so.
- 115.5 Where approval is given under the provisions of clause 115.4, the member shall not be entitled to the camping allowance, however the cost of travel incurred by the member in travelling to and from the base camp (i.e. fares or vehicles allowance), shall be paid to the member provided that:
- a. the cost involved is not greater than the amount that would have been payable as camping allowance had the member remained in the base camp overnight; and
  - b. the member travels outside of normal working hours without payment for excess travelling time or overtime.
- 115.6 The Base Camp camping allowance at the appropriate daily rate shall be paid to members when travelling on duty between base camps or from headquarters to a base camp, and vice versa, provided that travelling allowance at the appropriate rate shall be paid in lieu of the camping allowance if such travel necessitates that the member remains overnight at a place other than a base camp.
- 115.7 As a general principle, members should be returned to their headquarters from a base camp prior to proceeding on recreation or long service leave.
- 115.8 Where a member, who is in receipt of camping allowance, proceeds on approved leave (except personal leave) with or without pay, payment of camping allowance shall be discontinued for the period of such leave.

115.9 A member who:

- a. proceeds on recreation leave;
- b. is unable to reach headquarters on the day of leaving the camp; and
- c. is required to stay overnight at a place other than a base camp,

shall be paid travelling allowance at the appropriate rate from the time of leaving the camp to the time of arrival at headquarters. A similar payment shall also be made in respect of the return journey from headquarters to the camp.

115.10 Where a member desires to leave camp and visit home for weekends and/or public holidays and arrangements can be made for the member to do so without cost to the Force for conveyance and without disruption to the work being undertaken at the camp, camping allowance may be continued for the period of absence from the camp.

115.11 A member who, during the Christmas and New Year holiday period, complies with the conditions of clause 115.10, shall continue to be paid camping allowance for weekends and public holidays occurring during that period but not for any day on which the member is on leave of any type.

115.12 Where a member who is in receipt of camping allowance is granted personal leave, payment of camping allowance shall be continued during the period of leave granted provided that the member remains in the camp or incurs expense for board and lodging at the same locality as the camp.

115.13 Where a member to whom clause 115.12 applies returns to headquarters or travels to a hospital, the following conditions shall apply;

- a. fares or other costs of travel to headquarters and for return to duty shall be paid by the Force.
- b. where the member travels to hospital, fares to and from the hospital shall be paid by the Force. If hospital accommodation is not available at the specified headquarters of the camping party, fares shall be paid to the nearest centre at which such accommodation is available.

115.14 Camping allowance shall be paid:

- a. for the journey to and from headquarters or hospitals, as the case may be; and
- b. for the period that the member spends in hospital where the hospital entered is situated away from the member's headquarters.

115.15 Payment of fares to and from the member's headquarters should not be made under the provisions of this Part if, in the opinion of the Commissioner or delegate, payment is not warranted having regard to the nature of the illness, its likely duration and the distance to be travelled by the member.

115.16 For the purpose of this Part, a "base camp" shall mean a camp, established for the purpose by the Force, containing the following amenities and facilities as a minimum standard:

- a. caravan accommodation;
- b. refrigerator;
- c. ablution facilities;
- d. power;
- e. cooking utensils;
- f. bed and mattress; and
- g. gas or electric stove

115.17 Upon request, a member may be advanced payment of the allowance for the whole of the period of absence from headquarters prior to commencing travel to the base camp.

115.18 The Base Camp camping allowance shall be paid at the gazetted rate.

## **116 Camping Equipment Allowance**

- 116.1 Subject to clause 116.2, The Camping Equipment Allowance applies only to members while substantively attached to and working in the Territory Response Section, Drug Investigation Section, or Marine and Fisheries Section, who are regularly required in the performance of their normal duty to accommodate themselves in camps.
- 116.2 In addition to those sections specified in Clause 116.1, the Commissioner may approve the payment of Camping Equipment Allowance to a member(s) employed in another section, consistent with the provisions of this clause.
- 116.3 For the purpose of these provisions, 'regular' means frequent, usual or constant, not casual or infrequent. The test is whether it does happen, not that it could happen.
- 116.4 Where the duties of a member's position regularly requires them, or will regularly require them, to use full camping equipment (i.e. for accommodation, bedding and to prepare meals), such member shall be paid an initial set-up allowance of \$950 in the first year of service at the Section to purchase camping equipment.
- 116.5 A further allowance of \$450 is paid each 12 months after the initial allowance payment, for maintenance and replacement of equipment for the preceding 12 months. This payment will continue to be made so long as, in the following year, the member will be regularly required in the performance of duty to accommodate themselves in camps.
- 116.6 Where a member does not require full camping equipment but is required to be accommodated in established camps or utilizing supplied camping equipment, a one-off payment of \$250 shall be made for a swag and mattress or equivalent camp bedding of the member's choice upon production of adequate proof of purchase. Should such member subsequently be required to regularly need full camping equipment, an initial set-up cost of \$700 will be payable.
- 116.7 When leaving these Sections, members will be allowed to keep the camping equipment, but will be required to maintain it at their own cost, and will not be paid another initial set-up allowance should they re-join one of these Sections.
- 116.8 Where a member, not substantively attached to Territory Response Section, Drug Investigation Section, or Marine and Fisheries Section, is required to be accommodated in a camp and as a result of operational requirement has an entitlement pursuant to Clause 116.1, a one off payment of \$250 shall be made for a swag and mattress or equivalent camp bedding of the member's choice, upon production of adequate proof of purchase. Should such member become subsequently entitled to the Camping Equipment Allowance in accordance with Clause 116.1, they will be entitled to an initial set up cost of \$700 only.
- 116.9 Members provided payment for camp bedding under sub-clause 116.8 will be allowed to keep the camp bedding, but will be required to maintain it at their own cost, and will not be paid another payment for camp bedding by the organisation.



# PART 10 – ABORIGINAL COMMUNITY POLICE OFFICERS

## 117 Aboriginal Community Police Officers

117.1 An Aboriginal Community Police Officer shall be subject to the provisions of Clauses 117.2 to 117.11 and the following Clauses of the Determination and shall be excluded from Clauses not mentioned:

<u>Clause No.</u>	<u>Title</u>
1 - 5	Preliminary
6	Definitions
7	Facilitative Powers for Commissioner
8	Dispute Settling Procedures
9	Management of Change
10	NTPA Right of Entry
11	NTPA Recruit Induction
12	Electronic Email Protocol
13	Salaries
14	Increments
17	Northern Territory Allowance
18	Consolidated Allowance
19	Higher Duties Allowance
20	Water Police Section – Allowances and Conditions
22	Allowance for Meals to Prisoners and Witnesses
24	Fingerprints, Spending and Plain Clothes Allowance
27	Uniforms
28 - 34	Assistance With Studies
35 - 44	Hours of Duty
45	Overtime
46	Meal Allowance
47	Public Holidays
48 - 49	Recreation Leave
50	Fares on Recreation Leave
52 - 54	Long Service Leave
55	Defence Force Leave
56	Part Time Leave Without Pay
57	Leave to Take Up Full Time Position with the NTPA
58	Career Breaks and Special Leave
60	Personal Leave
61	War Service Sick Leave
62	Compassionate Leave
63 - 86	Parental Leave
88 - 89	Isolated Policing Incentives
91	Accommodation Entitlements
92	Expenses on Appointment
93	Removals on Retirement
94	Recovery of Monies Owed to the Department
95	Determination Availability
98 - 111	Travelling Allowance and Expenses on Transfer
112	Relocation Within Same Geographical Area
115 - 116	Camping Provisions

- 117.2 An Aboriginal Community Police Officer shall be paid annual salary as set out in Attachment A.
- 117.3 On completion of four years satisfactory service an Aboriginal Community Police Officer may, if the Commissioner so approves, be advanced to the rank of Aboriginal Community Police Officer First Class.
- 117.4 On completion of a total of ten years service as an Aboriginal Community Police Officer an Aboriginal Community Police Officer First Class may, if the Commissioner so approves, be advanced to the rank of Senior Aboriginal Community Police officer.
- 117.5 If the Commissioner is dissatisfied with the efficiency, conduct or diligence of an Aboriginal Community Police Officer the Commissioner shall warn that Aboriginal Community Police Officer in writing not less than one month before an increase of salary is due, that, unless the Aboriginal Community Police Officer's efficiency, conduct or diligence becomes satisfactory the date for the commencement of the payment of the increased salary may be postponed.
- 117.6 If, notwithstanding that warning, the efficiency, conduct or diligence of the Aboriginal Community Police Officer is, in the opinion of the Commissioner, not satisfactory at the date when the increased salary would otherwise be due, the Commissioner may, by order in writing served on the Aboriginal Community Police Officer, postpone the date of commencement of payment of the increased salary for such time, not exceeding one year, as is specified on the order.
- 117.7 Any such order shall not by itself postpone the date for the commencement of payment of any subsequent increase in salary, but such subsequent increase may itself be postponed by an appropriate order.
- 117.8 The normal fortnightly hours of duty shall be 80, which shall so far as practicable be worked in shifts of 8 hours each.
- 117.9 Notwithstanding clause 117.8, Aboriginal Community Police Officers are subject to the rostering provisions provided for under Clauses 35 to 46 of this Determination.
- 117.10 During a shift extending over the usual midday or evening meal hours, an Aboriginal Community Police Officer shall be allowed a meal break of 40 minutes which shall, as far as practicable, coincide with those usual meal hours and be regarded as time on duty.
- 117.11 An Aboriginal Community Police Officer shall be entitled to payment of the Consolidated Allowance.

## PART 11 – POLICE AUXILIARIES

### 118 Police Auxiliaries

118.1 Police Auxiliaries shall be subject to the provisions of Clauses 118.1 to 118.8 and the following Clauses of the Determination and shall be excluded from Clauses not mentioned:

<u>Clause No.</u>	<u>Title</u>
1 - 5	Preliminary
6	Definitions
7	Facilitative Powers for Commissioner
8	Dispute Settling Procedures
9	Management of Change
10	NTPA Right of Entry
11	NTPA Recruit Induction
12	Electronic Email Protocol
13	Salaries
15	Increments for Auxiliaries
17	Northern Territory Allowance
18	Consolidated Allowance
19	Higher Duties Allowance
27	Uniforms
28 - 34	Assistance With Studies
35 - 44	Hours of Duty
45	Overtime
46	Meal Allowance
47	Public Holidays
48 - 49	Recreation Leave
52 - 54	Long Service Leave
55	Defence Force Leave
56	Part Time Leave Without Pay
57	Leave to Take Up Full Time Position with the NTPA
58	Career Breaks and Special Leave
60	Personal Leave
61	War Service Sick Leave
62	Compassionate Leave
63 - 86	Parental Leave
88- 89	Isolated Policing Incentives
93	Removals on Retirement
94	Recovery of Monies Owed to the Department
95	Determination Availability
98 - 111	Travelling Allowance and Expenses on Transfer
113	Auxiliary Transfer Entitlements
115 - 116	Camping Provisions

118.2 An Auxiliary shall be paid annual salary in accordance with Attachment A.

118.3 On completion of four years satisfactory service, and successful completion of further training modules a Police Auxiliary may, if the Commissioner so approves, be advanced to the rank of Police Auxiliary First Class.

- 118.4 On completion of a total of six years service as an Auxiliary, and on successful completion of additional training modules a Police Auxiliary First Class may, if the Commissioner so approves, be advanced to the rank of Senior Police Auxiliary.
- 118.5 If the Commissioner is dissatisfied with the efficiency, conduct or diligence of an Auxiliary the Commissioner shall warn that Auxiliary in writing not less than one month before an increase of salary is due, that, unless the Auxiliary's efficiency, conduct or diligence becomes satisfactory the date for the commencement of the payment of the increased salary may be postponed.
- 118.6 If, notwithstanding that warning, the efficiency, conduct or diligence of the Auxiliary is, in the opinion of the Commissioner, not satisfactory at the date when the increased salary would otherwise be due, the Commissioner may, by order in writing served on the Auxiliary, postpone the date of commencement of payment of the increased salary for such time, not exceeding one year, as is specified on the order.
- 118.7 Any such order shall not by itself postpone the date for the commencement of payment of any subsequent increase in salary, but such subsequent increase may itself be postponed by an appropriate order.
- 118.8 During a shift extending over the usual midday or evening meal hours, an Auxiliary shall be allowed a meal break of 40 minutes which shall, as far as practicable, coincide with those usual meal hours and be regarded as time on duty.

## PART 12 – SUPERINTENDENTS

### 119 Superintendents

119.1 Superintendents shall be subject to the provisions of this Part and the following clauses:and shall be excluded from Clauses not mentioned.

<u>Clause No.</u>	<u>Title</u>
1 - 5	Preliminary
6	Definitions
7	Facilitative Powers for Commissioner
8	Dispute Settling Procedures
9	Management of Change
10	NTPA Right of Entry
11	NTPA Recruit Induction
12	Electronic Email Protocol
13	Salaries
19	Higher Duties Allowance
27	Uniforms
28 - 34	Assistance With Studies
35 - 44	Hours of Duty
47	Public Holidays
48 - 49	Recreation Leave
52 - 54	Long Service Leave
55	Defence Force Leave
56	Part Time Leave Without Pay
57	Leave to Take Up Full Time Position with the NTPA
58	Career Breaks and Special Leave
60	Personal Leave
61	War Service Sick Leave
62	Compassionate Leave
63 - 86	Parental Leave
88- 89	Isolated Policing Incentives
91	Accommodation Entitlements
92	Expenses on Appointment
93	Removals on Retirement
94	Recovery of Monies Owed to the Department
95	Determination Availability
96 - 97	Supplementary Benefit Scheme
98 - 111	Travelling Allowance and Expenses on Transfer
112	Relocation Within Same Geographical Area
114	Allowance For Sale or Purchase of a Home
115 - 116	Camping Provisions

119.2 For the purpose of this Part:

- a. the criteria for determining a dependant is the same as in Part 1 of this Determination;
- b. "duty day" means the day whereon the majority of a Superintendent's ordinary rostered duty falls, and includes the whole of any one shift;
- c. "Force" means the Police Force of the Northern Territory;
- d. "Notional Salary Component" for the purpose of calculating the higher duties allowance means 65% of the total remuneration package of a Commander base salary package;

- e. "rest day" means a day whereon an Officer is rostered off duty;
- f. "salary" shall mean and include -
  - i) for the purposes of recreation leave, a Superintendent 's annual salary plus such further Allowances as may be specified for the purpose in this Determination; and
  - ii) for the purposes of personal leave and leave in special circumstances, a Superintendent's annual salary plus such further Allowance under clause 123.1 as the Superintendent would have been paid but for the granting of the leave, plus such further Allowance as may be specified for the purpose in this Determination; and
  - iii) for the purpose of long service leave, a Superintendent's annual salary and any current Allowance to which the Superintendent was entitled at the commencement of their long service leave which in the opinion of the Commissioner should continue to be paid;
- g. "service" means service from the date of appointment to the Force.

## **120 Salary**

A Superintendent shall be paid annual salary as set out in Attachment A.

## **121 Isolated Locality Incentives**

A Superintendent serving at an isolated location shall be entitled to those incentives applicable to that isolated location at which the Superintendent is stationed that are applicable to that position and Station under the Isolated Policing Incentives Provisions of.

## **122 Uniforms and Plain Clothes Allowance**

122.1 A Superintendent shall be provided with uniforms at no cost.

122.2 The provision of uniforms will be done on a replacement basis for items of uniforms that have been worn out, damaged or need to be replaced through changes in policy.

122.3 Superintendents who are required to perform their duties in plain clothes shall be paid an allowance at the current gazetted rate. The allowance shall be adjusted by the latest CPI figures for Darwin, with increases effective from the first pay period commencing in January each year.

122.4 A Command Head may determine whether a Superintendent is paid an allowance as provided in clause 122.3.

## **123 Higher Duties Allowance**

123.1 A Superintendent who is required to perform the duties of an office or position normally filled by a Commander shall be paid, in respect of the performance of those duties, an allowance equal to the amount of the difference between the Superintendent's own salary and the minimum salary of the higher rank. A Superintendent shall normally be advised, prior to commencing a period of higher duties, the dates on which such duties will commence and cease. Such an allowance shall only be paid for each shift where the period of acting at a higher rank is at least 10 consecutive working days.

123.2 The allowance to be paid shall be based on 65 % of the notional salary component of the salary paid on a base level Commander's package. No other contract conditions shall be payable or supplied to a relieving Superintendent except for home garaging for those positions approved by the Commissioner.

123.3 A Superintendent who, at the time of proceeding on approved recreation leave, was in receipt of Higher Duties Allowance, shall continue to be paid that allowance to the extent that the Commissioner certifies that the allowance would have been paid but for the granting of the leave.

123.4 Higher Duties Allowance shall be treated as normal salary.

#### **124 Travelling Allowance**

124.1 A Superintendent who is required to travel and to be absent from their station or headquarters overnight shall receive Travelling Allowance at the same rates and under the same conditions as permanent employees of the Northern Territory Public Sector as varied from time to time.

124.2 Notwithstanding Clause 124.1 in the case of a Superintendent permanently transferred, the period of travel shall be deemed to continue until the Superintendent is given occupation of suitable departmental accommodation in the location in which they have transferred.

#### **125 Motor Vehicle Allowance**

125.1 A Superintendent who is authorised by the Commissioner to use their private motor vehicle for official purposes or for a specific journey, shall receive the Motor Vehicle Allowance at the same rates and under the same conditions as employees of the Northern Territory Public Sector, as varied from time to time.

#### **126 Hours of Duty**

126.1 The normal fortnightly hours of duty shall be 80, which shall, so far as practicable, be worked in 10 shifts of 8 continuous hours each.

126.2 A Superintendent shall, so far as practicable, be entitled to four rest days in each fortnight, one at least of which shall be a Sunday. Each rest day shall be a clear break of at least 24 hours off duty. Days off shall be granted as soon as possible in lieu of rest days which could not be taken at the proper time because of the needs of the Force.

126.3 During a shift extending over the usual midday or evening meal hours, a Superintendent shall be allowed a meal break of 40 minutes which shall, so far as practicable, coincide with those usual meal hours and be regarded as time on duty.

#### **127 Public Holidays**

127.1 A Superintendent shall be entitled to the public holidays prescribed in the Northern Territory Public Holidays Act.

127.2 A Superintendent who is rostered to perform and performs ordinary duty on a public holiday shall be paid at double time for that duty.

127.3 A Superintendent who is regularly rostered for duty on any day of the week shall be paid at single time where a rostered day off duty falls on a public holiday.

127.4 The provisions of clause 127.3 do not apply to Superintendents who are only rostered to work Monday to Friday.

#### **128 Penalty Payments**

128.1 A Superintendent who is rostered to perform and performs ordinary duty on any night shift, shall be paid an additional 25 percent of salary for that shift.

128.2 A Superintendent who is rostered to perform and performs ordinary duty on any evening shift, Monday to Friday, shall be paid an additional 15 percent of salary for that shift.

128.3 A Superintendent who is rostered to perform and performs ordinary duty on a day shift or an evening shift, on Saturday or Sunday shall be paid an additional 20 percent of salary for that shift.

128.4 For the purposes of calculating penalty payments under this Part:

- a. night shift means any shift finishing between 1.00 am and noon; and

- b. evening shift means any shift finishing between 6.00 pm on one day and 1.00 am on the day next following; and
  - c. day shift means any shift finishing between noon and 6.00 pm.
- 128.5 The additional payments prescribed by this Clause shall not be taken into account in the computation or determination of any Allowance based upon salary, nor shall it be paid with respect to any shift for which any other form of penalty payment is made under this Determination.
- 128.6 Where payment is made under clause 127.2, the provisions of clauses 128.1 to 128.3 shall not apply to those hours of duty.

## **129 Recreation Leave**

- 129.1 A Superintendent shall be entitled to recreation leave of thirty duty days in respect of each completed year of service.
- 129.2 To facilitate the preparation of leave rosters and to secure the most equitable rotation of leave periods or for any other suitable reason, the Commissioner may advance a credit of recreation leave in any year as though a Superintendent had completed that year of service.
- 129.3 The provisions of clause 129.2 do not operate in such a way that a Superintendent may be entitled to more than 30 duty days recreation leave credit in respect of any year of service.
- 129.4 Recreation leave may, at the option of the Superintendent, be allowed to accumulate for two years, and at the option of the Superintendent, but only with the approval of the Commissioner, beyond two years.
- 129.5 A Superintendent, who makes written application to the Commissioner, shall be paid during the fortnight preceding the commencement of their recreation leave, in advance, the number of pays entitled to during the period of their recreation leave.
- 129.6 If a Superintendent on recreation leave is required to return to duty before the expiration of that recreation leave, the period of recreation leave thereby not used may be taken when the Superintendent next proceeds on recreation leave or may be added to the period already approved, subject to the needs of the Force.
- 129.7 The Superintendent may exercise the option of returning to the location from where they were recalled whilst on leave to complete such leave. All reasonable expenses and fares incurred in returning to that location shall be paid by the Commissioner.
- 129.8 Where a Superintendent on recreation leave is required to return to duty before the expiration of that leave the Superintendent shall be entitled to Travelling Allowance for the period of the recall until the Superintendent arrives back at the location at which they were staying on that recreation leave.
- 129.9 Where a Superintendent recalled from recreation leave does not elect to return to the leave location in accordance with clause 129.7, the provisions of clause 129.8 shall cease to apply when the Superintendent is officially notified that they are no longer required on recall.
- 129.10 A Superintendent who resigns, or whose services are terminated for any reason, shall be paid salary for the period of recreation leave accrued, but not taken during any completed year of service and at the rate of two and one half duty days for each completed month of service in any partial year of service.
- 129.11 Where a Superintendent dies, all monies that would have been payable had they resigned rather than died shall be paid to the deceased's Estate.

## **130 Travelling Time**

- 130.1 A Superintendent who, with the consent of the Commissioner, uses their private vehicle as a means of transport to or from recreation leave which is being taken outside the Northern



Territory, shall be entitled to travelling time, inclusive of weekends and public holidays, as follows -

Nhulunbuy	6 days each way
Darwin	4 days each way
Katherine	3 days each way
Tennant Creek	2 days each way
Alice Springs	2 days each way
Elsewhere	the number of days applicable to the abovementioned centre nearest to the Superintendent 's station calculated by the most direct route.

130.2 Unless the Commissioner, after consideration of the facts, otherwise directs, no travelling time in accordance with clause 130.1 shall be granted unless the Superintendent utilises at least 20 duty days recreation leave in addition to the travelling time.

### **131 Other Leave Entitlements**

Superintendents shall be entitled to all leave entitlements provided for under Part 4 of this Determination other than recreation leave entitlement options.

### **132 Other Fares**

When a Superintendent is married at a place outside the Northern Territory after appointment to the Force, the spouse of the Superintendent shall be granted a fare when travelling from a place outside the Northern Territory, but within Australia, to join the Superintendent in the Northern Territory.

### **133 Fares And Removal Expenses On Retirement**

Superintendents shall be entitled to all Fares and Removal Expenses on Retirement entitlements provided for under Clauses 93.1 to 93.5 of this Determination.

### **134 Supplementary Benefit Scheme**

Qualifying Superintendents shall be entitled to the supplementary benefit scheme set out in Part 6 of this Determination.

# Attachment A – Salary Rates

## Seven Week Leave Option

<u>Rank</u>	<u>4%</u> <u>29.06.2010</u>
ACPO 1	\$43,847
ACPO 2	\$45,422
ACPO 3	\$47,014
ACPO 4	\$48,617
ACPO 1/C	\$51,193
Senior ACPO	\$53,397
Senior ACPO CERT IV (*)	\$55,231
Police Auxiliary 1	\$43,847
Police Auxiliary 2	\$45,422
Police Auxiliary 3	\$47,014
Police Auxiliary 4	\$48,617
Auxiliary 1/C	\$51,193
Senior Auxiliary	\$53,397
Senior Auxiliary 10 years	\$55,140
Senior Auxiliary 15 years	\$56,806
Senior Auxiliary 20 years	\$58,522
Recruit 1st 4 months	\$45,829
Recruit to graduation	\$48,526
Probationary Constable	
Constable 1	\$53,397
Constable 2	\$54,329
Constable 3	\$55,260
Constable 4	\$56,191
Constable 5 (NT Constable 1/C)	\$57,126
Constable 6	\$58,364
Constable 7	\$59,601
Constable 8	\$60,838
Constable 9	\$62,076
Constable 10	\$63,313
Senior Constable 1	\$66,367
Senior Constable 2	\$67,694
Senior Constable 3	\$69,048
Senior Constable 4	\$70,429
Senior Constable 5	\$71,838
Senior Constable 6	\$73,275
Senior Constable 1/C 1	\$75,857
Senior Constable 1/C 2	\$76,978
Senior Constable 1/C 3	\$78,098
Brevet Sergeant	\$79,247
Sergeant 1	\$79,247
Sergeant 2	\$80,515
Sergeant 3	\$81,803
Sergeant 4	\$83,112
Sergeant 5	\$84,441
Senior Sergeant 1	\$87,177
Senior Sergeant 2	\$88,633
Senior Sergeant 3	\$90,113
Senior Sergeant 4	\$91,613
Superintendent 1*	\$119,689
Superintendent 2*	\$122,609
Superintendent 3*	\$125,601
Superintendent 4*	\$128,666

(\*)Senior ACPO CERT IV increment - Increment is **ONLY** available after 12 months service at the Senior ACPO increment **AND** must have obtained a Certificate IV under the Public Safety (ATSI Community Policing) Training Package

## Six Week Leave Option

Rank	4%
<b>6 Week Leave Option</b>	<b>29.06.2010</b>
ACPO 1	\$45,206
ACPO 2	\$46,830
ACPO 3	\$48,471
ACPO 4	\$50,124
ACPO 1/C	\$52,780
Senior ACPO	\$55,053
Senior ACPO CERT IV (*)	\$57,886
Police Auxiliary 1	\$45,206
Police Auxiliary 2	\$46,830
Police Auxiliary 3	\$48,471
Police Auxiliary 4	\$50,124
Auxiliary 1/C	\$52,780
Senior Auxiliary	\$55,053
Senior Auxiliary 10 years	\$56,849
Senior Auxiliary 15 years	\$58,567
Senior Auxiliary 20 years	\$60,336
Recruit 1st 4 months	\$47,250
Recruit to graduation	\$50,030
Probationary Constable	
Constable 1	\$55,053
Constable 2	\$56,013
Constable 3	\$56,973
Constable 4	\$57,933
Constable 5 (NT Constable 1/C)	\$58,897
Constable 6	\$60,173
Constable 7	\$61,449
Constable 8	\$62,724
Constable 9	\$64,000
Constable 10	\$65,276
Senior Constable 1	\$68,424
Senior Constable 2	\$69,793
Senior Constable 3	\$71,189
Senior Constable 4	\$72,612
Senior Constable 5	\$74,065
Senior Constable 6	\$75,546
Senior Constable 1/C 1	\$78,209
Senior Constable 1/C 2	\$79,364
Senior Constable 1/C 3	\$80,519
Brevet Sergeant	\$81,703
Sergeant 1	\$81,703
Sergeant 2	\$83,011
Sergeant 3	\$84,339
Sergeant 4	\$85,688
Sergeant 5	\$87,059
Senior Sergeant 1	\$89,879
Senior Sergeant 2	\$91,380
Senior Sergeant 3	\$92,906
Senior Sergeant 4	\$94,453

(\*)Senior ACPO CERT IV increment - Increment is **ONLY** available after 12 months service at the Senior ACPO increment **AND** must have obtained a Certificate IV under the Public Safety (ATSI Community Policing) Training Package