

NORTHERN TERRITORY OF AUSTRALIA

PRISONS (ARBITRAL TRIBUNAL) ACT

Prison Officers' Arbitral Tribunal Determination No. 11

Varied up to and including T1 of 1998.

1. TITLE

This Determination shall be known as the Prison Officers Arbitral Tribunal Determination No.11.

2. ARRANGEMENT

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3. PARTIES BOUND

In accordance with Section 11G of the Prisons (Arbitral Tribunal) Act, this Determination relates to the prison officers listed in clause 9.

4. SUPERSESION

This Determination supersedes Prisons Arbitral Tribunal (Consolidated) Determination No. 10.

5. DATE OF OPERATION

This Determination shall come into operation on and from 20 May 1994 and shall remain in force for a period of 12 months or until varied by agreement between the parties or superseded by a new determination of the tribunal.

6. PREFERENCE OF EMPLOYMENT

A member of the Northern Territory Prison Officers Association shall receive preference in the taking of leave and where practicable in the light of legislative prescription, in the promotion of employees and their retention in the case of retrenchment.

7. DEFINITIONS

In this Determination unless the contrary intention appears:

"Association" means the Northern Territory Prison Officers Association.

"By-laws" means the Public Sector Employment and Management By-laws as varied from time to time and shall be deemed to include reference to Determinations and Employment Instructions issued by the Commissioner.

"Chief Executive Officer" means a person appointed under the Public Sector Employment and Management Act as Chief Executive Officer of the Department of Correctional Services, or a person delegated by the Chief Executive Officer.

"Commissioner" means the Commissioner for Public Employment.

"Department" means the Department of Correctional Services.

"Dependent" includes –

an employee's spouse or defacto spouse; and

an employee's children under the age of sixteen years and mainly dependent upon the officer for support; and

an employee's children under the age of eighteen years attending school and mainly dependent upon the officer for support; and

any other person approved as a dependent by the Commissioner.

"Employee" means an employee of the Northern Territory Public Sector designated as a Prison Officer, Prison Officer - First Class, Senior Prison Officer or Senior Industries Officer.

"Eligible employee" means an employee appointed on or before 25 May 1990.

8. INCONSISTENCY

This Determination shall be read in conjunction with the Public Sector Employment and Management Act 1993 and the Regulations, By-laws, Determinations and Employment Instructions made thereunder, as varied from time to time. Where there is any inconsistency, this Determination shall prevail.

9. SALARY RATES (Clause 9 varied by T1 of 1998)

Employees holding a designation specified hereunder shall be paid the annual rate of pay specified for that designation:

Designation	Salary Rate \$ per annum
Prison Officer	29,919 – 30,371 – 30,838 - 31298
Prison Officer - First Class	33,105
Senior Prison Officer	36,581 - 37,067
Senior Industries Officer	36,581 - 37,067

It is a term of this Determination that no further claims for increases to salaries and allowances shall be made before 30 April 1999

10. ANNUAL INCREMENTS

An employee shall be entitled to annual increments within the scale of rates of salary fixed for the designation held, subject to the provisions of this clause.

- (a) The authority to apply sub-clauses (b) and (c) of this clause shall not be applicable unless the Commissioner is satisfied that an acceptable performance management system is in place which meets the requirements of Employment Instruction No. 4. The Commissioner shall notify the Association of the acceptance of any performance management system for the purposes of this clause prior to that system being used for deferral of increments.
- (b) The Chief Executive Officer may determine to withhold an increment as set out in sub-clause (c) hereof, on the following basis:
- an employee, having agreed to or been assigned reasonable performance targets or reasonable required work outcomes has failed to meet those targets or outcomes and has received counselling and been provided with the opportunity to improve their performance to an acceptable standard and has failed to attain or sustain an acceptable standard of work performance;
- (c) The Chief Executive Officer may withhold an increment by:
- (i) deferring payment for a specified period of time which shall be up to 6 months subject to payment earlier if a specified, and preferably agreed, work performance, training or work outcome target is demonstrated.
- (ii) at the end of the six month deferment period, the Chief Executive Officer may again defer the increment by up to a maximum of a further six months where the required performance standard has not been achieved and alternative steps have been taken to address the

less than satisfactory performance. The increment shall not be withheld for longer than 12 months in total.

- (iii) providing the reasons for deferring an increment in writing to the employee.
- (d) If a decision is made under sub-clause (b) or (c) the employee may appeal where the increment has been deferred for greater than the period in (c)(i) on the basis of one or more of the following reasons:
 - this clause has not been adhered to;
 - the decision was made to punish or harass the employee; and/or
 - natural justice has not been afforded to the employee.

Any appeal under this sub-clause shall be heard and determined by a panel constituted in accordance with the guidelines for constituting a promotion appeal board.

- (e) In all cases where an increment is deferred, the date to which it is deferred shall become the anniversary date for the purposes of the next increment.

11. CONSOLIDATED ALLOWANCE

- (1) Employees shall be paid an allowance equal to 34% of the appropriate rate of salary payable in accordance with Clause 9 or as otherwise determined by the Commissioner.
- (2) Salary for the purpose of calculating any payment under this clause shall include higher duties allowance but shall exclude all other allowances.
- (3) The 34% allowance shall apply to payments for all forms of paid leave.
- (4) The 34% allowance shall not apply in the calculation of overtime rates of pay.
- (5) In the case of new employees attending Basic Recruit Training, the 34% allowance shall only apply to hours of duty performed within a Gazetted Prison.
- (6) The 34% allowance is in substitution of:

any payments previously payable for Leave Loading;

penalty rates previously applicable to any shift work including Saturdays, Sundays and Public Holidays; and

any days off in lieu of Rostered and Programmed Days Off falling on Public Holidays.

12. NORTHERN TERRITORY ALLOWANCE

An employee shall be paid Northern Territory Allowance in accordance with the provisions as outlined in By-law 26 or By-law 49.

13. NO EXTRA CLAIMS

It is a term of this Determination that no further claims for increases to salaries or allowances shall be made before 30 June 1995.

14. HOURS OF DUTY

- (1) The ordinary hours of duty of employees shall not exceed 38 per week, or an average of 38 over a cycle of shifts.
- (2) Employees may be required to work continuous, rotating, 28 day shift cycles.
- (3) Rosters shall be posted in a position accessible to all employees, at least seven days before the day on which the rosters commence.
- (4) An employee stationed at Darwin or Alice Springs Prisons shall, as far as practicable, be entitled to two rest days in each week or four rest days in each fortnight (as the case may be) with at least one rest day in each fortnight being a Sunday. Each rest day shall be at least twenty-four hours off duty.
- (5) The Association shall be consulted prior to the introduction of changes to the rosters.

15. PART-TIME EMPLOYMENT

- (1) No employee who is currently employed on a full-time basis shall be required to convert to part-time employment or transferred without their consent to enable part-time employment.
- (2) Prior to implementing new part-time employment arrangements, the Association shall be advised in writing. Such advice shall be given not less than 14 days prior to a final decision being made to implement the part-time arrangement. Provided that lesser notice may be agreed with the Association in a particular instance.

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- (3) The number of employees shall not exceed six percent of the number of employees employed. Further, the number of part-time employees, in a particular designation at one location shall not exceed twenty percent, or one employee whichever is the greater, unless agreed with the Association. Totals for job sharing arrangements will be separately identified and their inclusion in the quota will be subject to review six months after certification.
- (4) The Association shall be advised six monthly of the numbers of part-time Officers within the public sector by the Commissioner.
- (5) A part-time employee shall be an employee engaged as a part-time employee in accordance with the following conditions:
- (a) (i) Part-Time employees shall work regular hours according to a written roster. Temporary changes in hours may be made by agreement in writing between the Chief Executive Officer and the employee provided that any extra hours worked, in addition to the regular hours set for a settlement period, shall be paid at overtime rates. For the purposes of this clause a settlement period shall commence from the 1st change of hours and shall conclude 4 weeks after that date.
- Nothing in this subclause shall prevent the Chief Executive Officer requiring an employee to work reasonable overtime.
- (a) (ii) Overtime shall be paid for hours worked beyond the hours provided for in sub-clause (a)(i). Overtime shall also be paid for work performed outside the normal span of hours and the daily maximum hours specified in this Determination.
- (b) Where the hours for full-time employees are 38 hours per week, part-time employees shall be employed for not fewer than 16 hours over a fortnight provided that no employee shall be required to work less than 4 hours on any day they work or more than 64 hours per fortnight.
- (c) A part-time employee shall be entitled to all conditions of employment applicable to a full-time employee, as specified in this Determination, on a pro rata basis.
- (d) Entitlement to service increments shall be on the same basis of having worked the same chronological time that entitles a full-time employee to an increment, regardless of the number of hours worked.

16. MEAL BREAKS

- (1) An employee whose ordinary hours of duty fall between the hours of 7 a.m. and 5 p.m. shall be allowed an unpaid meal break for a period not

exceeding one hour, provided that, where the employee is rostered to perform a shift the period of which spans exactly eight hours the employee shall remain on duty and receive a paid meal crib of 20 minutes within the period of the shift.

- (2) Where a shift falls wholly or in part outside the hours of 7 a.m. and 5 p.m. the employee shall be allowed a paid meal crib of 20 minutes within the period of the shift whilst remaining on duty.
- (3) Where an employee has completed a rostered shift and through the exigencies of the service is required to continue on without a meal break and such duty is in excess of two hours, the employee shall be supplied with a meal and where practicable be granted a meal break of 20 minutes, which will count for the purposes of overtime.
- (4) Employees shall be allowed two paid tea-breaks of 15 minutes each during a shift. Arrangements for taking the tea-breaks shall be mutually agreed between employer and employee.

17. PUBLIC HOLIDAYS

- (1) The following days, or any days to be observed in lieu thereof, shall be observed as holidays:

1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;

26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday;

Good Friday and the following Saturday and Monday;

25 April (Anzac Day) or, if that day falls on a Sunday, the following Monday;

The first Monday in May (May Day)

The second Monday in June

The first Monday in August (Picnic Day)

25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, the following Monday;

26 December (Boxing Day) or, if that day falls on a Saturday, the following Monday, or if 26 December falls on a Sunday or Monday, the following Tuesday.

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- (2) Where an additional public holiday is proclaimed or gazetted by the Northern Territory Government and such proclaimed or gazetted holiday is to be observed generally throughout the Northern Territory or a locality thereof, then such day shall be deemed to be a holiday for the purposes of this Determination.
 - (3) The Minister or the Chief Executive Officer may require the whole or part of the Department to be kept open in the public interest for the whole or part of a day observed as a holiday in pursuance of this section, and may require the attendance and services of any employee in the Department on that day.

18. MINIMUM NOTICE OF ROSTER CHANGE

- (1) Employees should be given as much notice as practicable of any change to their rostered shifts.
- (2) Where an employee is unable to perform their rostered shift and the Chief Executive Officer changes the roster of another employee to cover that vacancy, the new hours of duty shall, for all purposes, be the replacement employee's rostered shift.
- (3) In the circumstances outlined in sub-clause (2), where the Chief Executive Officer receives less than 7 days notice of the roster vacancy, any change to another employee's roster to cover that vacancy must be made within 24 hours of the Chief Executive Officer being advised of the roster vacancy. Where this does not occur, the first shift on the changed roster shall be paid at overtime rates.
- (4) Where the Chief Executive Officer does receive at least 7 days notice of a roster vacancy occurring and changes another employee's roster to cover that vacancy without giving at least 7 days notice, overtime rates shall be payable until 7 days notice has been received (ie. each day of notice of the roster change actually given shall be deducted from the 7 days).
- (5) If an employee is advised of a roster change which involves them ceasing duty and resuming later in the same day, all work performed outside their former rostered hours for that day shall be paid at overtime rates.
- (6) The provisions of this clause do not apply where an employee volunteers for an earlier change-over of shifts (ie. less than 7 days notice) or where the Chief Executive Officer approves an exchange of shifts between the employees concerned.

19. PAYMENT FOR OVERTIME

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- (1) No time worked in excess of ordinary hours by any employee shall entitle that employee to payment of overtime unless such excess time was worked at the direction of the Chief Executive Officer.
 - (2) Any time worked immediately following the conclusion of a rostered shift not exceeding 15 minutes at any time shall not be counted for payment of overtime, unless the total of such periods in any fortnightly pay period exceeds one hour.
 - (3) Any time worked immediately following the conclusion of a rostered shift exceeding 15 minutes at any one time shall be counted for payment of overtime.
 - (4) Except as otherwise provided in this Determination, an employee who performs overtime shall be paid at the following rates:
 - (a) Monday to Friday and Saturday Time and one half for the first 2 hours and (except as provided in (b)) double time thereafter
 - (b) Saturday (where overtime is in Double Time.
addition to ordinary duty on that day) and Sunday.
 - (c) Public Holiday Double time and one half.
 - (5) An employee shall be paid at overtime rates for any time worked in excess of their normal shift on any day during the time the employee is travelling on duty in which:
 - (a) the employee is escorting prisoners; or
 - (b) the employee is required to perform some continuous official duty irrespective of whether the total hours worked by the employee in that week exceed 38 or not, or an average of 38 over a cycle of shifts; or
 - (c) where each of two employees travelling together is concerned in the same escort duty, or the same continuous official duty, for more than their ordinary shift on any day, the Chief Executive Officer may direct that the time to be paid at overtime rates to each employee shall not exceed 4 hours in any one day.
 - (6) Any time, on a day an employee was rostered for duty, taken by the employee as sick leave or in special circumstances (except leave without pay), any time spent by an employee travelling on duty shall, up to a

maximum of the ordinary hours for that shift, be added to the time worked during that pay period in the calculation of payment of overtime.

- (7) Payment for overtime shall be made on the earliest practicable pay day following the overtime.

20. MINIMUM PAYMENT FOR OVERTIME

- (1) An employee who is required to work overtime, whether notified before or after leaving work, or required to work overtime on a Saturday, shall be paid for a minimum of 3 hours at the appropriate overtime rate on each occasion so recalled. An employee shall not, except for unforeseen circumstances, be required to work the full 3 hours if the job they were recalled to perform is completed within a shorter period.
- (2) This clause shall not apply in a case where it is customary for an employee to return to work, to perform a specific task outside their rostered shift, or where the overtime, subject to a reasonable meal break, is continuous with the commencement or completion of a rostered shift.

21. MINIMUM REST PERIOD BECAUSE OF OVERTIME

- (1) In the interests of employee health and safety, when overtime is necessary to maintain security, it should be arranged so that an employee has a minimum rest period between successive rostered shifts.
- (2) For the purposes of this clause:
- (a) only overtime in excess of 3 hours worked between successive rostered shifts is relevant;
 - (b) "rostered shift" means the period of normal duty which an employee is assigned from the roster duly posted in accordance with Clause 14;
 - (c) "minimum rest period" means a period of eight consecutive hours off duty plus reasonable travel time; and
 - (d) "Reasonable Travel Time" means a total of thirty minutes to cover the time taken to travel from and to the place of employment. This provision does not apply to an employee who remains in residence at the place of employment between rostered shifts.
- (3) In consideration of sub-clause (1) the Chief Executive Officer may use one or more of the following procedures when arranging overtime:

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- (a) arrange for overtime to be worked for a period that will ensure the employee has a minimum rest period;
 - (b) share overtime between employees;
 - (c) alter the commencement time of the employee's next rostered shift, without loss of salary;
 - (d) change an employees shift in accordance with Clause 18; or
 - (e) any other reasonable procedure, in consultation with an Association representative.
- (4) If because of overtime an employee does not have a minimum rest period, that employee shall be paid double time for their rostered shift, until they have been released for a minimum rest period.
- (5) The provisions of this clause do not apply where a shift is exchanged and worked by arrangement between the employees concerned.

22. ON-CALL OR RESTRICTIVE DUTY

Where the Chief Executive Officer requires an employee to be on-call or to perform some other form of restrictive duty, the provisions of By-law 38 shall apply.

23. TRAVELLING ALLOWANCE

An employee who travels on official duty and is required to be absent overnight from their headquarters shall be paid the appropriate allowances prescribed in By-law 30.

24. CAMPING ALLOWANCE

Where an employee in the course of their employment is required to camp out overnight, the Chief Executive Officer may approve payment of a camping allowance at a daily rate determined by the Commissioner.

25. VEHICLE ALLOWANCE

An employee authorised to use their private motor vehicle for official purposes shall be paid an allowance in accordance with By-law 34.

26. TEMPORARY PROMOTION

- (1) An employee who is required to perform the duties of a designation higher than their own shall be paid the salary and allowances applicable to that designation for each shift so performed, provided a minimum of four hours is worked on such shift.
- (2) An employee, who, at the time of proceeding on approved recreation leave, was in receipt of higher duties allowance determined in accordance with sub-clause (1), shall continue to be paid such allowance to the extent that the Chief Executive Officer certifies that the allowance would have been paid but for the grant of leave.

27. ACCOMMODATION ALLOWANCE

- (1) An employee, whose dependents ordinarily reside with them, who is not provided with accommodation, shall be paid an allowance equal to the cost of suitable unfurnished accommodation as determined by the Commissioner, but not exceeding the expenses actually incurred by the employee.
- (2) An employee without dependents who is not provided with accommodation shall, if expense for accommodation is incurred, be paid an allowance of \$32.00 per week.
- (3) An employee who purchases a home shall not receive payment under sub-clauses (1) or (2) but shall receive an allowance of \$10.35 per week.
- (4) The above allowances shall not be paid where an employee is offered accommodation by the Department of Lands, Housing and Local Government and the employee refuses to occupy the accommodation on grounds which the Commissioner considers are not reasonable.
- (5) The provisions of this clause do not apply to employees who commenced in the Department or were transferred, promoted or redeployed to the Department after 30 June 1992.

28. RECREATION LEAVE

- (1) Except as otherwise provided in this clause an employee shall be granted recreation leave as prescribed in By-law 4 or By-law 46.
- (2) Additional Leave - Sunday Duty
 - (a) An employee who performs a minimum of 3 hours duty on each of at least 10 Sundays in a recreation leave year shall be entitled to seven

consecutive days additional recreation leave including non-working days; or

- (b) An employee who performs duty on less than 10 Sundays in a recreation leave year shall be entitled to additional recreation leave of one tenth of a working week in respect of each Sunday so worked.

(3) Maximum Accrual

Recreation leave accrued under this clause may at the option of the employee be allowed to accumulate for 2 years. An employee who is unable to take such accrued leave, due to the exigencies of the service or other Departmental requirement, shall not forfeit the leave but shall utilise all excess leave at the earliest opportunity.

29. RECREATION LEAVE ROSTERS

- (1) Recreation leave should be taken in the year that it accrues.
- (2) Recreation leave rosters for the next calendar year are to be drawn-up in consultation with the Association and posted by the end of September each year.
- (3) The recreation leave roster shall not be altered unless:
 - (a) in the opinion of the Chief Executive Officer an alteration is necessary having regard to the exigencies of the Service; or
 - (b) the Chief Executive Officer approves an agreed leave swap between employees.
- (4) Notwithstanding the provisions of sub-clauses (2) and (3), the Chief Executive Officer may approve the use of recreation leave to cater for short term or single shift absences provided reasonable notice is received.
- (5) An employee whose last period of recreation leave was rostered so that more than one-third of the employee's recreation leave fell in the period 1 June to 31 August inclusive shall not, without the employee's consent, be rostered for their next period of recreation leave so that any part of that leave falls within these dates.

30. RECALL FROM RECREATION LEAVE

- (1) If an employee on recreation leave is ordered to return to duty before the expiration of that leave, the unexpired period of leave shall be recredited.
- (2) An employee so recalled shall be entitled to reimbursement of additional, unavoidable expense incurred as a direct result of the recall. The amount of any such reimbursement shall be determined by the Chief Executive Officer.

31. FARES ON RECREATION LEAVE

- (1) An eligible employee shall accrue and may utilise a fare entitlement in accordance with the provisions of By-law 33.
- (2) An employee who was employed in the Northern Territory Prisons Service on or before 1 January 1977 may utilise a fare entitlement in accordance with the provisions of By-law 47 and By-law 52, with the exception that travel to Hobart is permitted.

32. TRAVELLING TIME ON RECREATION LEAVE

In accordance with By-law 35 or By-law 48, an eligible employee who utilises a fare entitlement under Clause 31 and proceeds on recreation leave by means of surface transport, shall be entitled to:

a maximum of four days travelling time each way if stationed at Darwin or Gunn Point; or

a maximum of one days travelling time each way if stationed at Alice Springs.

33. LONG SERVICE LEAVE

- (1) Subject to the provisions of sub-clause (3) an employee who has continued in the Prison Service for at least ten years or whose aggregate period of service in the Australian Public Service, the Public Service of a State, the Public Service of any other Territory of Australia, or any of the Armed Services of Australia and the Public Sector of the Northern Territory amounts to ten years, shall be entitled to long service leave unless in respect of such service the employee shall have taken leave on full or part pay which in the opinion of the Commissioner would make it inequitable for such service to be counted towards long service leave, in which event the Commissioner may wholly or partly, as may be just, disallow such other services.

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- (2) The period of long service leave shall be for a period not exceeding four tenths of one month on full salary or eight tenths of one month on half salary in respect of each completed year of service in the service or the other qualifying Public Service.
- (3) (a) The continuous service of an employee shall not be deemed to be, or to have been broken by any periods of absence if:
- (i) any period of absence does not exceed or has not exceeded twelve months in a continuous period; or
 - (ii) the periods of absence do not exceed in the aggregate one-seventh of the total number of working days and holidays occurring after the commencement of the first period of employment which may be included in the period of the employee's service under sub-clause (1).
- (b) For the purpose of this clause, an employee shall not be deemed to break or to have broken the continuity of the employee's service or to have been absent by reason of the employee being:
- (i) on leave of absence with pay or part pay; or
 - (ii) on leave without pay approved to count as service by the Commissioner.
- (4) (a) Long service leave may be taken when an employee first becomes entitled thereto and each year thereafter.
- (b) An employee shall be entitled to accumulate long service leave.
- (c) Employees entitled to long service leave and intending to avail themselves of such leave in whole or part thereof and having given at least three months notice of such intention to the Chief Executive Officer shall be granted such leave on the date requested provided the exigencies of the service so permit. Provided further that in an emergency the period of notice may be waived.
- (d) Where an employee who is eligible under sub-clause (1) for the grant of long service leave ceases to be an employee otherwise than by death, the Chief Executive Officer may, in lieu of the grant to the employee of leave under that sub-clause, authorise payment to the employee of a sum not exceeding the employee's salary for the period, equal to the period of leave on full salary that the employee could have been granted under that sub-clause if the employee had not ceased to be an employee.

- (e) Upon the death of an employee who at the date of the employee's death was entitled to long service leave, payment of a sum, equivalent to the amount of the annual salary which would have been received by the deceased employee during the long service leave to which the employee would have been entitled if they had been retired immediately prior to the date of their death, shall be made as the Chief Executive Officer may decide either to their widow/widower or one or more of their dependents or to some trustee for them or any of them.
- (f) Upon the death of an employee on long service leave, payment of a sum, equivalent to the annual salary which would have been received by the deceased employee during the unexpired period of the employee's long service leave, shall be made as the Chief Executive Officer may decide either to the employee's widow/widower or one or more of the employee's dependents or to some trustee for them or any of them.
- (g) An employee whose period of service does not qualify the employee for long service leave who is retired from the service 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 the employee would have received for a period calculated at the rate of four tenths of one month for each completed year of service in the Service.
- (h) Upon the death of an employee before the employee has qualified for long service leave the payment of a sum, equivalent to the amount of annual salary the deceased employee would have received during a period calculated at the rate of four tenths of one month for each completed year of service in the Service, shall be made as the Chief Executive Officer may decide either to the widow or one or more of the dependents of the deceased employee or a trustee for them or any of them if the Chief Executive Officer is of the opinion that the circumstances justify the payment.

34. SICK LEAVE

- (1) Subject to the provisions of By-law 7, an employee shall be entitled to accumulate sick leave on full pay in accordance with the following scale;

	Working hours
On date of appointment	114
On completion of each twelve months service	114

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- (2) An employee shall not be entitled to sick leave with pay on account of an injury or illness caused by misconduct.
- (3) The Chief Executive Officer may grant sick leave:
- (a) on production of satisfactory medical evidence to the extent of sick leave credits at full pay or, on the employee's request, at half pay where the period of absence required is one day or more; or
 - (b) without the production of medical evidence, an employee shall only be granted sick leave with pay for five single shift, non-consecutive, absences in any sick leave year; and
 - (c) access to sick leave credits in accordance with (a) and (b) can also be used to care for sick family members for up to five days in any sick leave year.
- (4) Where an employee has exhausted all available sick leave credits the Chief Executive Officer may, after considering all the relevant circumstances and where satisfactory medical evidence is provided:
- (a) grant sick leave without pay, or
 - (b) grant additional sick leave on half pay, which is not subject to conversion to full pay.
- (5) The provisions for the grant of leave for sick leave related to War Service shall be those applying generally from time to time in the Public Sector of the Northern Territory.
- (6) The retirement of an employee on the grounds of ill health shall not, except with the employees consent, be effected earlier than the date on which the employee's credits of sick leave on full pay will be exhausted unless the employee reaches retiring age before the exhaustion of such credits.

35. MATERNITY/PARENTAL LEAVE

An employee shall be entitled to maternity/parental leave in accordance with the provisions of By-laws 9, 10, 11, 12 or 53 as appropriate.

36. BEREAVEMENT LEAVE

In accordance with By-law 13 an employee shall be entitled to a maximum of 3 days leave of absence with pay on the occasion of the death of the employee's spouse, child, defacto spouse, parent, parent-in-law, parent of defacto spouse, brother, sister, child of spouse or child of defacto spouse.

37. EMERGENCY LEAVE

In accordance with By-law 15 the Chief Executive Officer may, upon sufficient cause being shown, grant an employee leave of absence with pay not exceeding 3 days in any sick leave year without deduction from recreation leave.

38. LEAVE TO ATTEND THE BLOOD BANK

Employees may be granted leave with pay to attend the Blood Bank for the purpose of donating blood provided that where the employee is unable to return to work due to illness caused by such a donation the period for which the employee is unable to attend during their rostered ordinary hours shall be deducted from the employees sick leave credits or granted as leave without pay as the case may be.

39. LEAVE TO ATTEND ARBITRATION BUSINESS

(1) Leave of absence may be granted to members of the Association required to attend any proceedings of the Prison Officers Arbitral Tribunal, or relevant matters before the Australian Industrial Relations Commission, on the following conditions:

- (a) Leave of absence shall not be granted to more than 2 representatives at the one time in respect of any one such proceeding;
- (b) Leave of absence for conduct of a case shall be with full pay;
- (c) Leave of absence for preparation of a case shall be without pay and shall not exceed 3 months in any 12 months.

(2) Leave of absence with full pay shall be granted to any member of the Association summoned as a witness in proceedings of the Prison Officers Arbitral Tribunal or the Australian Industrial Relations Commission. The leave shall be only for such time as that employee is necessarily absent from duty attending as a witness.

(3) Leave of absence granted under this clause shall count for all purposes as a period of service.

40. LEAVE TO ATTEND TRADE UNION COURSES, SEMINARS, ETC.

Leave of absence shall be granted to members of the Association to attend short trade union training courses or seminars on the following conditions:

- (a) that Departmental 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 with full pay;
- (d) leave of absence granted under this clause shall count as service for all purposes;
- (e) for the purpose 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.

41. LEAVE WITHOUT PAY

- (1) The Chief Executive Officer may, upon sufficient cause being shown and subject to such conditions as are determined by the Chief Executive Officer, grant leave of absence without pay to an employee.
- (2) If the total of such periods of leave without pay in any year exceeds 26 working days, such periods shall not be included as part of the employees service for any purpose unless the Commissioner directs otherwise.

42. PROMOTIONS AND APPEALS PROVISIONS

Leave Reserved

43. EXPENSES ON APPOINTMENT

Expenses on appointment shall be those applying generally from time to time to persons appointed to the Public Sector of the Northern Territory.

44. EXPENSES ON TRANSFER OR PROMOTION

- (1) Where an employee is transferred or promoted under the conditions specified in By-law 27 the actual cost of conveyance of the employee, the employee's dependents, furniture and household effects, shall be paid by the Department in accordance with that By-law.
- (2) Where an employee is transferred from one district or place to another district or place at their own request, or as a result of misconduct, the employee shall bear the cost of such removal and any reimbursement of

removal expenses shall be subject to the approval of the Chief Executive Officer.

45. REMOVAL EXPENSES - DECEASED OR RETIRED EMPLOYEES

- (1) Where the dependents of a deceased employee resided with the employee in the district or place in which, immediately before the employee's death or retirement, the employee performed duties, the Chief Executive Officer may, after having regard to -
 - (a) the circumstances in which the employee was appointed, transferred or promoted to that district or place;
 - (b) the nature of the district or place;
 - (c) the time spent by the employee and dependents in that district or place; and
 - (d) any other matters that the Chief Executive Officer considers relevant,

authorize the payment to the spouse or to a dependent of the deceased employee of the whole or such part as the Chief Executive Officer thinks fit of the expenses incurred in the conveyance of the spouse and any dependents of the employee and of the furniture and household effects of the employee from that district or place to another place.
- (2) For the purposes of sub-clause (1), an employee who dies while on temporary transfer from one district or place to another district or place shall, if the employee's dependents continue to reside in the first-mentioned district or place, be deemed to have been performing duty in the first-mentioned district or place.
- (3) An employee upon retirement shall be entitled to the payment of expenses incurred in conveying the employee and any dependents who resided with the employee in the locality at which the employee performed duties immediately before retirement, and household furniture and effects, from that locality to the place from which the employee was appointed or recruited, or such other place of equal or less distance as the Chief Executive Officer approves.

46. DUTIES

- (1) An employee may be directed to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the

classification structure of this determination provided that such duties do not promote de-skilling.

- (2) An employee may be directed to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained and/or licensed in the use of such tools and equipment.
- (3) Any direction issued pursuant to sub-clauses (1) or (2) shall be consistent with the responsibilities of the employer and of the employee to ensure a safe and healthy workplace.

47. PRISON OFFICER - FIRST CLASS

- (1) An employee shall be advanced to the designation of Prison Officer - First Class when they have completed three years continuous service (from the date they commenced the Prison Officers Basic Training Course) and have successfully completed the Senior Prison Officers Promotional Course.
- (2) Until and including 31 December 1995, Prison Officers shall be advanced to the designation of Prison Officer - First Class when they have completed seven years continuous service as a Prison Officer (from the date they commenced the Prison Officers Basic Training Course).
- (3) Advancement under sub-clauses (1) and (2) shall be automatic and there shall be no right of promotion appeal against the advancement.
- (4) Only a Prison Officer - First Class who has successfully completed the Senior Prison Officer Promotional Course shall be eligible for promotion (either temporary or permanent) to the rank of Senior Prison Officer.
- (5) In circumstances where there are insufficient qualified employees available for temporary promotion, other arrangements may apply in consultation with the Association until such time as a qualified employee is available.

48. SENIOR PRISON OFFICER PROMOTIONAL COURSE

- (1) Selection of Prison Officers to undertake the Senior Prison Officer Promotional Course will be determined solely by order of merit of results in the Senior Prison Officer Pre-selection Examination as approved by the Chief Executive Officer.
- (2) Prison Officers shall not be eligible to undertake the Senior Prison Officer Pre-selection Examination until they have completed three years continuous service (from the date they commenced the Prison Officers Basic Training Course).

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- (3) Only Prison Officers who have achieved a minimum result of 70% in the Senior Prison Officer Pre-selection Examination shall be eligible to undertake the Senior Prison Officer Promotional Course.
 - (4) A Prison Officer may retake the Senior Prison Officer Pre-selection Examination only after the expiration of 12 months from the date on which they last did the examination.
 - (5) Where practicable, the Department will conduct Senior Prison Officer Promotional Courses on an annual basis.

49. UNIFORMS AND AMENITIES

The Chief Executive Officer shall, in consultation with the Association:

provide appropriate amenities such as a stove or microwave, cutlery, utensils, plates, pots and pans, at the workplace; and

determine guide-lines for the issue and replacement of uniforms.

50. ASSOCIATION REPRESENTATIVES

An employee elected or appointed by the Association shall, upon written notification thereof to the Department, be recognised as an accredited representative of the Association and shall be allowed, as considered reasonable, the necessary time during working hours to interview the representative(s) of the Department on matters affecting employees for whom that person is a representative.

51. RIGHT OF ENTRY OF ASSOCIATION OFFICIALS

- (1) Subject to any official restrictions under which the Department may be placed, a duly accredited Association Official and shall have the right to enter the Department's premises during the meal break or tea break for the purpose of interviewing individual employees on legitimate Association business on the following conditions:
 - (a) That the Official notifies in writing such persons as are appointed by the Department of their intention to enter the Department's premises and upon request, produces their authority.
 - (b) That the Official interviews individual employees and the respective job delegates only at the places where they are taking their meal or tea break or at such other location agreed to between Management and the Association.

- (c) That if the Department alleges that an Official is unduly interfering with its operations or is unduly interfering with or creating disaffection amongst its employees or is offensive in their methods or is committing a breach of any of the previous conditions, the Department may refuse the right of entry.
 - (d) If conditions at an establishment are such that the safety of the Official or another person or the security of the establishment would be threatened by the presence of the Official the Chief Executive Officer may refuse the right of entry stating their reason for doing so in writing.
- (2) For the purpose of investigating complaints concerning the application of this Determination a duly accredited Association Official shall be afforded reasonable facilities for entering the Department's premises during working hours, subject to the following conditions:
- (a) The Official discloses to the Department or its representative the complaint which the Association Official desires to investigate.
 - (b) The Official makes such investigations in the presence of a representative of the Department (if the Department so desires).
 - (c) The Official does not interfere with the work proceeding.
 - (d) The Official conducts themselves properly.
 - (e) That the provisions of sub-clause (1)(d) are complied with.
- (3) An Association Official shall be a duly accredited representative if they are the holder for the time being of a certificate signed by the Secretary of the Association and bearing the seal of the Association in the following form or in a form not materially differing therefrom:

THE NORTHERN TERRITORY PRISON OFFICERS ASSOCIATION

THIS IS TO CERTIFY THAT

is a duly accredited representative of the above-named Association for all purposes of the Prison Officers Arbitral Tribunal Determination.

Secretary
Date
Seal
Specimen signature of holder

Strictly not Transferable.

52. DETERMINATION MODERNISATION

- (1) The parties are committed to modernising the terms of the Determination so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- (2) The parties commit themselves to the following principles, as part of the Structural Efficiency process, in a testing process in accordance with the provisions of this clause:-
 - (a) Acceptance in principle that the new Determination descriptions will be more broadly based and generic in nature, incorporating the ability for an employee to perform a wider range of duties which are incidental or peripheral to their main task or function;
 - (b) Subject to agreement by the Commissioner, employees are to undertake training for the wider range of duties and for access to higher classifications;
 - (c) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation;
 - (d) That no employee will suffer a reduction in income as a consequence of the changes;
 - (e) The Association must be a party to any agreement.
- (3) In conjunction with testing the new Determination structure, the Association and the Commissioner are prepared to discuss all matters raised by each other to facilitate increased flexibility. As such, any discussion with the Association must be premised on the understanding that proposals for change should not be approached in a negative cost-cutting manner and should as far as possible be introduced by agreement.
- (4) Agreements which necessitate a Determination variation shall be referred to the Association and the Commissioner for further investigation.
- (5) Subject to the foregoing, should an agreement be reached pursuant to sub-clause (3) of this Clause and the agreement requires Determination variation and ratification, the parties will not oppose that Determination variation, for that particular provision.
- (6) The parties agree that the Determination should reflect, as accurately as possible, conditions and rates of pay which actually apply to the employees

covered by this Determination and that they are appropriate for inclusion and are usually found in this Determination.

- (7) The parties agree that working parties will continue to meet with the aim of modernising the Determination.

53. GRIEVANCE/DISPUTE SETTLING PROCEDURES

In the event of a dispute arising the parties have a responsibility to actively pursue resolution of the dispute as quickly as practicable and every endeavour shall be made to amicably settle the same by direct negotiation and consultation between the parties. To facilitate the settlement of any such dispute the following channels of communication shall apply:

- (1) The grievance is to be resolved as close to the workplace as possible and the employee(s) shall discuss matters affecting them with their relevant supervisor;
- (2) If the matter is not resolved within 24 hours at this level the employee(s) may discuss the matter with their association delegate at a time suitable to the supervisor. Permission for such discussion shall not unreasonably be withheld. The accredited association delegate shall discuss matters affecting the employee(s) with the supervisor in charge of the work;
- (3) If agreement is not reached within 24 hours at this level, an association delegate shall approach the responsible manager or their nominee, for further discussion. The matter shall be recorded in writing to clarify the issue(s);
- (4) If the matter is not resolved at these discussions within 24 hours, the association delegate shall notify the appropriate Association official of the nature of the matter in dispute and discussions shall then be carried out within the next 24 hours between the management and the Association;
- (5) In the event of negotiations between the management and the Association official not resolving the matter in dispute within 24 hours either party shall be at liberty to refer the matter to the Commissioner who shall determine the matter within 24 hours;
- (6) 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;

- (7) The time limits specified above are cumulative and may be extended by agreement;
- (8) Notwithstanding the above, it is open to any party to have the matter referred to the Prison Officers Arbitral Tribunal for resolution;
- (9) In the event that this procedure should break down and members of the Association resolve to take industrial action, the Association will determine appropriate arrangements to ensure operational safety and advise same to management as soon as possible before the commencement of any industrial action.
- (10) Notwithstanding the above, the timeframes referred to in this clause are maxima and the parties agree that they will endeavour to resolve matters as soon as practicable.