

**NORTHERN TERRITORY PUBLIC SECTOR
FIRE AND RESCUE SERVICE
2015 – 2018
ENTERPRISE AGREEMENT**

**AGREEMENT BETWEEN THE NORTHERN TERRITORY
COMMISSIONER FOR PUBLIC EMPLOYMENT**

AND

UNITED VOICE

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement will be known as the Northern Territory Public Sector Fire and Rescue Service 2015 – 2018 Enterprise Agreement.

2. ARRANGEMENT

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3. **PARTIES COVERED**

The Parties covered by this Agreement are:

- (a) The Northern Territory Commissioner for Public Employment; and
- (b) United Voice.

4. **APPLICATION**

This Agreement applies to

- 4.1 The Northern Territory Commissioner for Public Employment;
- 4.2 The Northern Territory Fire and Rescue Service;
- 4.3 United Voice; and
- 4.4 All employees employed in Northern Territory Fire and Rescue Service who are members, or are eligible to become members, of United Voice and who are covered by the classifications set out in sub-clause 13.2 of the Agreement

5. **DEFINITIONS**

For the purpose of this Agreement:

- (a) **“Agreement”** – means the Northern Territory Public Sector Fire and Rescue Service 2015 – 2018 Enterprise Agreement.
- (b) **“By-law(s)”** – means Northern Territory Public Sector Employment and Management Act, By-laws, and associated documents as varied from time to time.
- (c) **“Chief Executive Officer (CEO)”** – means the Commissioner of Police.
- (d) **“Chief Fire Officer”** – means an officer of the Fire and Rescue Service who performs their duty at the direction of the Director. The Chief Fire Officer may also be the Director.
- (e) **“Commissioner”** – means the Commissioner for Public Employment in the Northern Territory.

- (f) **“cycle of shifts”** – means in the 10/14 roster a sequence of shifts containing 2 day and 2 night shifts.
- (g) **“day”** – means an 8 hour working day excluding a lunch break.
- (h) **“day shift”** – means 10 hours of duty from 0800 to 1800.
- (i) **“Director”** – means an officer of the Northern Territory Fire and Rescue Service who is responsible for the activities of the Fire and Rescue Service and who reports to the Chief Executive Officer.
- (j) **“employee”** – means a career firefighter employed by the Northern Territory Fire and Rescue Service and excludes Fire Auxiliaries and Volunteers.
- (k) **“employee representative”** – means a representative chosen by employees, who may be a union representative.
- (l) **“employer”** – means the Commissioner for Public Employment in the Northern Territory.
- (m) **“FW Act”** means the Fair Work Act 2009.
- (n) **“FWC”** means Fair Work Commission.
- (o) **“night shift”** – means 14 hours of duty from 1800 to 0800.
- (p) **“NTA”** – means Northern Territory Allowance.
- (q) **“NTFRS”** – means the Northern Territory Fire and Rescue Service.
- (r) **“NTPFES”** – means the Northern Territory Police, Fire and Emergency Services.
- (s) **“NTPS”** – means the Northern Territory Public Sector.
- (t) **“ordinary hourly rate”** – means that proportion of an employee’s salary as prescribed in clause 13 as it bears to the hourly rate.
- (u) **“parties”** – means persons covered as per clause 3.
- (v) **“PSCC”** – means the Public Sector Consultative Council.
- (w) **“PSEM Act”** – means the *Northern Territory Public Sector Employment and Management Act* and includes the Regulations, By-laws, Employment Instructions and Determinations made under that Act.
- (x) **“PSTP”** – means the Public Safety Training Package.
- (y) **“salary”** – means, unless prescribed elsewhere in this Agreement, annual remuneration (excluding allowances) as provided for in attachment E.
- (z) **“shift duty”** – means duty in accordance with the 10/14 roster.
- (aa) **“union”** – means United Voice.

(bb) **“week”** – means 38 working hours, subject to clause 33, upon which entitlements are based.

(cc) **“WRCF”** – means the Workplace Relations Consultative Forum.

6. **PERIOD OF OPERATION**

6.1 This Agreement will come into effect seven (7) days after approval from FWC and will remain in force until 6 November 2018.

6.2 This Agreement is a comprehensive Agreement and when it commences operation the Northern Territory Public Sector Fire Rescue Service 2011-2013 Enterprise Agreement ceases to apply.

7. **VARIATION OF PSEM BY-LAWS AND DETERMINATIONS**

7.1 The parties acknowledge the long established and continuing role of PSEM By-laws and Determinations, as instruments regulating NTPS conditions of employment.

7.2 This Agreement will be read in conjunction with the PSEM By-laws and Determinations, as amended from time to time, and will prevail over those By-laws and Determinations, to the extent of any inconsistency.

7.3 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws or relevant Determinations will not be unilaterally varied without consultation with the affected parties prior to the formalisation of an amendment.

7.4 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the *PSEM Act*.

8. **VARIATION**

This Agreement may only be varied in accordance with the *FW Act*.

9. **NO EXTRA CLAIMS**

9.1 This Agreement constitutes a final settlement of the parties' claims and together with the *PSEM Act*, is intended to set out, or set out processes for determining, all the terms and conditions of employment of the employees who will be subject to this Agreement, until its expiry.

9.2 The parties agree that they will not make any extra claims in relation to employee terms and conditions of employment in operation for the period of this Agreement, other than specifically provided for in this Agreement.

10. **AGREEMENT AIMS AND OBJECTIVES**

10.1 Parties Acknowledgement

- (a) This Agreement aims to unite the efforts of the workforce, management and recognised parties to work together to enhance the organisation and future direction of the NTFRS with a clear focus on community involvement and the management of risks, threats and incidents.
- (b) This Agreement is aligned to the NTFRS Strategic Planning process and continues to engender the notion of continuous improvement.

10.2 Statement of Purpose

In partnership with the community, the parties agree to create a safer Northern Territory by providing world class fire and rescue service.

10.3 Our Goals

The parties acknowledge that this Agreement seeks to enhance the relationship between management and employees by facilitating a strong working partnership. A strong working partnership will foster continued change and support behaviours that reflect the values of the NTFRS.

To achieve this goal, the needs of employees, the community and the goals of the NTFRS need to be aligned. This requires employees to:

- (a) contribute to decision making through continuous communication with their supervisors and/or management; and
- (b) contribute to decision making through communication and consultation in the development and setting of organisational targets and other strategic documents; and
- (c) support and pursue the goals and future direction of the NTFRS, as per the NTFRS Strategic Plan and unit business plans; and
- (d) support positive work practices.

10.4 Communication and Consultation

Working Partnership Framework/Consultation

- (a) The parties acknowledge the continuing operation of the WRCF as a body committed to effective consultation and communication throughout the NTFRS.
- (b) The WRCF comprises the Director or their delegate, the NTPFES Director of Human Resource Management or their delegate, and employee representatives.
- (c) The outcomes of this committee will be communicated by each of the parties to employees based on agreed minutes of the meetings.

- (d) The parties acknowledge that the prime focus of the WRCF is to communicate and consult on the development and implementation of NTFRS strategies. It's the intention of the parties that issues will be resolved at the lowest possible level.
- (e) NTFRS representatives attending forum meetings while on duty will do so without loss of pay. NTFRS representatives attending forum meetings while off duty will receive ordinary time rates of pay or equivalent time in lieu, to be taken at a time agreed between the Director or their delegate and the employee, equal to the time of such attendance.
- (f) The overriding objective of this Agreement is to provide a better NTFRS. The parties agree that continuous improvement strategies will contribute to the efficiency and productivity of the NTFRS. It's the intention of the parties to build upon and enhance the human resource reforms contained in this Agreement through:
 - (i) improved human resource and employee relations practices; and
 - (ii) staff development; and
 - (iii) career path planning; and
 - (iv) management and professional development programs; and
 - (v) other programs of continuous improvement.
- (g) The NTFRS commits to consult with employees regarding the design of new NTFRS Stations.

11. ANTI DISCRIMINATION

It is the intention of the Parties to this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family and carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

12. DISPUTE SETTLING PROCEDURES

12.1 The Parties are committed to avoiding industrial disputation about the application of this Agreement.

- (a) This clause sets out the procedures to be followed for avoiding and resolving disputes about:
 - (i) matters arising under this Agreement; or
 - (ii) The National Employment Standards

- (b) However, this clause does not apply in relation to disputes about:
 - (i) refusals for requests for flexible work arrangements on reasonable business grounds under section 65(5) of the FW Act; or
 - (ii) refusals for requests for extended parental leave on reasonable business grounds under section 76(4) of the FW Act.

12.2 General

In the event of a dispute arising in relation to a matter covered by this Agreement or the National Employment Standards, the following procedure will apply:

- (a) subject to the requirements of the *FW Act*, a party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute; and
- (b) the parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must co-operate to ensure that these processes are carried out expeditiously; and
- (c) while a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice. Provided that, this does not apply to an employee who has reasonable concerns about imminent risk to their health and safety, has advised the Director or their delegate of this concern and has not unreasonably failed to comply with a direction by the Director or their delegate to perform other available work that is safe and appropriate for the employee to perform; and
- (d) subject to any agreement between the parties in relation to a particular dispute, it's agreed that the provisions of the *FW Act* will be applied by FWC with respect to the exercising of its functions and powers under this clause; and
- (e) any decision or direction that FWC makes in relation to the dispute will be in writing; and
- (f) subject to the right of appeal under sub-clause 12.5(d) of the Agreement, any direction or decision of FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties.

12.3 Internal Resolution

In the event of a dispute, the parties will, in the first instance, endeavor to resolve the matter internally as follows:

Stage 1: The employee will refer the matter to their immediate supervisor for resolution, who may request that the employee provide written details of the matter; provided that, where the dispute concerns alleged actions of the immediate supervisor, the employee may by-pass this step.

Stage 2: If the matter cannot be resolved under stage 1, it will be referred in writing to the relevant manager/s for resolution.

Stage 3: If the matter cannot be resolved under stage 2, it will be referred in writing to the Director or their delegate for resolution.

Stage 4: If the matter cannot be resolved under stage 3, it will be referred in writing to the CEO for resolution.

Stage 5: If the matter cannot be resolved under stage 4, it will be referred in writing to the Commissioner for resolution.

Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in this sub-clause will begin within 48 hours of and be completed within 5 working days of the referral relating to that particular stage.

12.4 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with sub-clause 12.2 of this clause, any party may refer the dispute to FWC under the *FW Act*, for resolution by conciliation.
- (b) Provided the requirements of sub-clauses 12.1 and 12.2 of this clause have been met by the parties to the dispute, it's agreed that jurisdiction will not be raised by any party at conciliation.
- (c) Conciliation before FWC will be regarded as completed when:
 - (i) the parties have reached agreement on the settlement of the dispute; or
 - (ii) the member of FWC conducting the conciliation has either of their own motion or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

12.5 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to FWC for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.
- (c) Subject to sub-clause (d) of this clause, the determination of FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.

PART 2 – SALARIES, ALLOWANCES, AND RANK STRUCTURES

13. RATES OF PAY

13.1 The salaries contained in sub-clause 13.2 of this clause have been increased as follows:

- (a) 3% effective from 12 March 2015.
- (b) 3% effective from the 17 August 2015.
- (c) 3% effective from the first pay period following 7 November 2015.
- (d) 3% effective from the first pay period following 7 November 2016.
- (e) 3% effective from the first pay period following 7 November 2017.

13.2 The rates of pay applicable to this agreement are contained in Attachment E, Salaries and Allowances.

13.3 Classifications and Relativities

Rank	Relativity
District Officer	150%
Senior Station Officer	130%
Station Officer	120%
Leading Firefighter	110%
Senior Firefighter	105%
Firefighter Class A	100%
Firefighter Class B	98%
Firefighter Class C	87%
Firefighter Class D	85%
Recruit Firefighter - next 8 months	82%
Recruit Firefighter - first 4 months	78%

13.4 The rate for a Qualified Fire Fighter (Fire Fighter Class A) is the 100% level on which the remainder of the percentages apply.

13.5 Payment of salary will be averaged so that payments made in each pay period are equal.

13.6 When working on the 10/14 roster, two (2) hours per week will be accumulated towards programmed days off. The overtime described by this sub-clause has been paid for in the all up salary, see clause 34.2.

14. OVERTIME – GENERAL PROVISIONS

14.1 An employee who works in excess of their ordinary hours of duty is not entitled to payment of overtime unless such excess time was worked at the direction of the Director or their delegate.

- 14.2 An employee is liable to be called for duty any time they are required. Except as provided in sub-clause 14.3, all time worked in excess of the prescribed weekly hours will be paid for as overtime at the rate of:
- (a) time and a half for the first two (2) hours and double time thereafter Monday to Saturday provided that overtime worked on a Saturday in addition to ordinary duty on that day will be paid for at double time;
 - (b) double time on Sunday;
 - (c) double time and a half on a public holiday.
- 14.3 Notwithstanding anything else contained in this Agreement, where an employee transfers from shift work to day work or vice versa, the hours of duty for which overtime is payable may be adjusted to reflect the requirement of an employee to work 38 ordinary hours per week or an average of 38 hours per week.
- 14.4 Under the roster prescribed in clause 35, each eight (8) week cycle contains 16 hours of rostered overtime, paid for when worked, at the rate of time and a half for the first four (4) hours and double time for the remaining 12 hours.
- 14.5 The payment of such rostered overtime will be averaged as prescribed in sub-clause 14.3 and is included in the annual salary rate.
- 14.6 An employee who is required to work overtime will be entitled to a minimum payment of 15 minutes at overtime rates.
- 14.7 An employee returning to their Station from fire duty after the time fixed for roll call will be allowed 15 minutes to prepare themselves for dismissal and such time will be regarded as overtime and paid accordingly.
- 14.8 Payment for overtime will be made on the earliest practicable pay day following the conclusion of the fortnight during which the employee became entitled to the payment.
- 14.9 If, at the completion of their normal rostered shift, an employee is required through the exigencies of the service, to continue on duty without a meal break and such duty is for two (2) hours or longer, the employee will, where practicable, be granted a crib time of 20 minutes to take a meal and/or refreshments prior to the commencement of overtime and such time will count as overtime.
- 14.10 An employee working overtime other than on a rostered shift will, where practicable, be granted a crib time of 20 minutes to take a meal and/or refreshments without deduction from pay after each four (4) hours overtime worked, provided that the employee continues work after that crib time.
- 14.11 The Director or their delegate will make every reasonable effort to avoid rostering an employee on to training outside of their ordinary hours. An employee on training or attending examinations outside rostered or ordinary hours will be granted time off duty equal to the extra time worked.
- 14.12 Every reasonable effort will be made to avoid the attendance of an employee at an Appeal Boards constituted under the *PSEM Act* outside rostered or ordinary hours, subject to the employee being a party to an Appeal Board hearing and being entitled to attend that hearing. An employee attending an Appeal Board

hearing outside rostered or ordinary hours will be granted time off duty equal to the extra time worked.

15. OVERTIME – STATION OFFICERS’ POSITION

DELETED

16. HIGHER DUTIES ALLOWANCE (HDA)

16.1 A Senior Firefighter, who is not qualified to Station Officer, will not be required to act up as a Station Officer during the life of this Agreement.

16.2 An employee, with the exception of an employee working in the area of operations, may act up more than one (1) level or rank and be paid at that level or rank provided:

- (a) they have the necessary competencies and qualifications;
- (b) for vacancies of six (6) months or more, there are no applications for the position from suitably qualified one (1) rank below employees;
- (c) the individual employee agrees.

16.3 For vacancies less than six (6) months, expressions of interest will be sought, where practicable.

16.4 Acting up in the terms of this clause will not result in a change to the employee's substantive rank.

16.5 Leading Firefighters stationed at Track Stations will perform higher duties as the Officer in Charge of the Station, as required.

16.6 An employee, who immediately before proceeding on approved recreation leave was in receipt of a HDA, will continue to be paid the allowance during recreation leave for the period the Director or their delegate certifies that the allowance would have been paid, but for the grant of the leave.

16.7 Any operational firefighter who performs the duties of a rank above will receive a HDA for the period.

17. NORTHERN TERRITORY ALLOWANCE (NTA)

17.1 An employee will be paid the NTA in accordance with the provisions of By-law 26 and for compulsory transferees, By-law 49, at a rate determined by the Commissioner from time to time.

17.2 An employee who at the time of the introduction of sub-clause 17.1 was in receipt of a district allowance rate higher than the rate determined under the conditions provided for in sub-clause 17.1, will be paid an allowance to raise the total NTA to equal the former district allowance rate.

- 17.3 The allowance paid pursuant to sub-clause 17.2 will reduce proportionately with increases of the NTA and will continue until such time as:
- (a) the total of the NTA exceeds the former district allowance rate; or
 - (b) the conditions that gave rise to the former district allowance rate change.

18. MEAL ALLOWANCES

- 18.1 When an employee is required to work on a fire, fire watch or other incident which covers the whole of a normal meal period or performs overtime in accordance with sub-clause 14.9, they will be paid one (1) only meal allowance at the same rates as ongoing NTPS employees, as varied from time to time.
- 18.2 When an employee is called back with one (1) hours' notice or less to work shift or part of a shift for which they had not been rostered and that duty covers a normal meal period, they will be paid a meal allowance at the same rate prescribed in sub-clause 18.1.
- 18.3 When an employee returns from a call-out after the commencement of a recognised meal period, the employee will be entitled to take their hour's meal break.
- 18.4 Recognised meal periods are:
- (a) Breakfast - 0630 to 0730
 - (b) Lunch - 1200 to 1300
 - (c) Dinner - 2000 to 2100

19. ALLOWANCE FOR REFRESHMENTS AND FACILITIES

- 19.1 Where the NTFRS requires an employee to perform fire duty for a continuous period of two (2) hours or more, the NTFRS must reimburse the authorised employee for the cost of purchasing any refreshments purchased during that period of duty. The provisions of this clause do not apply where refreshments are provided, where reasonably practicable, by the NTFRS.
- 19.2 Refreshments will be provided by and at the expense of the NTFRS to ensure the good health and wellbeing of employees performing fire duty for a continuous period of 2 hours or more.
- 19.3 Eating facilities will be provided at each Station and will include a stove and some other facility for heating food (e.g. oven, microwave oven), a sink, cupboards and refrigerator.
- 19.4 Hot showers will be installed at each Station and will be available at all times to the employees on duty.
- 19.5 A clothes dryer and a washing machine will be provided at each Station, at no cost to employees.

20. **INTERSTATE AIR TRAVEL**

The NTFRS will endeavour to make travel arrangements so that non-operational air travel occurs during “sociable hours” for an employee required to travel interstate. However, this may not be always possible depending on the period of notice given prior to the travel occurring and exigencies related to commercial airline travel scheduling and airline operational abnormalities.

21. **OUTSTATION RELIEF ALLOWANCE**

21.1 An employee rostered for “outstation relief” is required to be in a state of readiness to report to any of Darwin, Palmerston, Humpty Doo and Marrara Stations at the commencement of their relevant shift.

21.2 To compensate for the inconvenience associated with the possibility of being required to report to any Station, other than their rostered Station, and for the requirement to transport their personal equipment in their own private vehicle, employees will be paid an allowance contained in Attachment E for each day shift or night shift so rostered. The allowance will be adjusted in accordance with NTFRS wage increases.

21.3 The allowance is not payable if an employee is not available to commence duty at the commencement of the relevant shift.

21.4 In addition to the allowance prescribed by this clause, employees required to report to a Station other than their rostered Station who use their own private vehicle are entitled to receive a vehicle allowance in accordance with By-law 32 for travel between their rostered Station and the new Station and return, as set out below:

<u>Station</u>	Darwin	Marrara	Palmerston	Humpty Doo	Berrimah
Darwin		8.4km	20.9km	35.1km	10.6km
Marrara	8.4km		19.7km	34km	10.3km
Palmerston	20.9km	19.7km		17.6km	9.1km
Humpty Doo	35.1km	34km	17.6km		25.6km
Berrimah	10.6km	10.3km	9.1km	25.6km	

Matrix distances sourced from - <http://maps.google.com/>

22. **UNFORSEEN SHORT PERIOD TRANSFER AND TRAVEL ALLOWANCES**

22.1 Allowance

(a) An employee required to report to a Station other than their rostered Station to cover unforeseen staffing shortages where a special qualification or skill is required, i.e. incident manager (Station

Officer/Leading Firefighter) or “Bronto” operator, will be paid an allowance contained in Attachment E for each occurrence. The allowance will be adjusted in accordance with NTFRS wage increases.

- (b) All short period transfers must be authorised by the Director or their delegate. The allowance is not payable if an employee is not available to commence duty at the commencement of the relevant shift.
- (c) An employee required to report to a Station other than their rostered Station after commencing duty at their rostered Station is not entitled to this allowance.

22.2 Travel

- (a) In addition to the allowance prescribed by this clause, an employee who meets the requirements of sub-clause 22.1 will be paid a vehicle allowance in accordance with By-law 32 for travel between their rostered Station and the new Station and return, pursuant to clause 21.4.
- (b) An employee who has reported for duty at their rostered Station and are subsequently required to transfer to another Station will be transported to the new Station by the NTFRS at no expense to the employee concerned.
- (c) Where NTFRS transport is not available and alternative transport cannot be arranged and the employee is required to use their own private vehicle, a vehicle allowance in accordance with By-law 32 will be paid for the kilometres travelled by the most direct route to the new Station and return, pursuant to clause 21.4.
- (d) Where an employee volunteers to use their own private vehicle, a private vehicle allowance in accordance with By-law 32 will be paid for the kilometres travelled by the most direct route to the new Station on the forward journey only, pursuant to clause 21.4.

23. ALLOWANCE FOR FARES OUT – ISOLATED LOCALITIES

An employee may be paid an allowance for fares out of a prescribed isolated locality in accordance with the provisions of By-laws 42 and 43.

24. FIRST AID ALLOWANCE

- 24.1 Where the Director or their delegate is satisfied that an employee is qualified in first aid, the employee will be paid an allowance, as determined by the Commissioner from time to time, provided the employee has obtained their certificate within a period of three (3) years and renews it every three (3) years.

- 24.2 The allowance prescribed by sub-clause 24.1 is not regarded as salary for computing overtime or any other penalty payments.
- 24.3 The allowance rates applicable to this agreement are contained in Attachment E, Salaries and Allowances.
- 24.4 Payment of the allowance will be maintained when an employee is absent on:
- (a) recreation leave; or
 - (b) paid personal leave; or
 - (c) leave in special circumstances, with pay.

25. **INSTRUCTORS ALLOWANCE**

- 25.1 An employee required by the Director or delegate to provide instruction or develop and/or deliver training packages in line with Registered Training Organisation guidelines, will be paid the following allowance:
- (a) Certificate IV in Training and Assessment (formerly the Certificate IV Workplace Trainer and Assessor) or an equivalent competency:
 - (i) \$3,200 per annum – for up to one (1) year of continuous service as an instructor with the NTFRS Training and Development Division;
 - (ii) \$4,200 per annum – for from one (1) to two (2) years of continuous service as an instructor with the NTFRS Training and Development Division; or
 - (iii) \$6,200 per annum – for over two (2) years of continuous service as an instructor with the NTFRS Training and Development Division.
 - (b) Non-Certificate IV in Training and Assessment or an equivalent competency - \$2,100 per annum.
 - (c) An employee employed as an instructor on a temporary basis will be paid an allowance of \$1.60 per hour.
 - (d) Annual allowances are regarded as salary for all purposes. The hourly rate paid to temporary instructors is not regarded as salary for any purpose.
- 25.2 An employee holding Certificate IV in Training and Assessment or an equivalent competency and employed as a full-time instructor at the NTFRS Training and Development Division, will have previous years of continuous service as an instructor recognised for the purposes of this allowance.
- 25.3 An employee employed as an instructor on a temporary basis who is receiving an overtime payment while providing instruction or developing and/or delivering training packages is not entitled to this allowance.

25.4 Allowances will be adjusted in accordance with NTFRS wage increases and are contained in Attachment E, Salaries and Allowances.

26. **SPECIAL ALLOWANCES**

26.1 URBAN SEARCH AND RESCUE (USAR) TECHNICIAN CATEGORY 2 QUALIFICATION ALLOWANCE

- (a) USAR Technician Category 2 holders require additional specialised skills that are beyond normal fire-fighting skills.
- (b) In recognition of this requirement, an employee who has obtained and maintains currency in skills and knowledge required of a USAR Technician Category 2, will be paid an allowance as per the rates contained in Attachment E, Salaries and Allowances for all hours worked. The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.
- (c) USAR Technician Category 2 skills are to be maintained in accordance with National standards and requirements.

26.2 MAJOR AERIAL APPLIANCE (Bronto) OPERATORS ALLOWANCE

- (a) The allowance will be paid to designated Employees as determined by the Director.
- (b) Aerial Equipment (Bronto) operators require additional specialised skills that are beyond normal fire-fighting skills and Aerial Equipment skills are to be maintained in accordance with National standards and requirements.
- (c) Designated Employees who has obtained and maintains currency in skills and knowledge required of an Aerial Equipment operator and being available to cover adequate shifts, will be paid an allowance as per the rates contained in Attachment E, Salaries and Allowances
- (d) The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.

26.3 BREATHING APPARATUS MAINTENANCE ALLOWANCE

- (a) The allowance will be paid to designated Employees as determined by the Director.
- (b) Breathing Apparatus maintainers require additional specialised skills that are beyond normal fire-fighting skills.
- (c) A designated employee who has obtained and maintains currency in skills and knowledge required of a Breathing Apparatus maintainer, will be paid an allowance as per the rates contained in Attachment E, Salaries and Allowances subject to the employee performing

maintenance on breathing apparatus and associated equipment as part of their duties.

- (d) The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.

26.4 FIRE INVESTIGATORS ALLOWANCE

- (a) The allowance will be paid to designated Employees as determined by the Director.
- (b) Fire Investigators require additional specialised skills that are beyond normal fire-fighting skills.

Designated Employees who make themselves available to conduct fire cause investigations and being rostered on-call will be paid an allowance as per the rates contained in Attachment E, Salaries and Allowances subject to the upkeep of relevant fire investigator skills and experience.

- (c) The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.

26.5 INDUSTRIAL PARAMEDIC INSTRUCTORS ALLOWANCE

- (a) The allowance will be paid to designated Employees as determined by the Director. An employee will be paid an allowance as stipulated in Attachment E, Salaries and Allowances where the employee conducts necessary training to other staff and volunteers, as part of their duties.
- (b) The allowance is subject to the employee maintaining the necessary Industrial Paramedic skills and qualifications.
- (c) The allowance is regarded as part of salary for all purposes and will be adjusted in accordance with NTFRS wage increases.

27. **ALLOWANCE FOR UNIFORMS AND PROTECTIVE CLOTHING**

27.1 Where the NTFRS requires an employee to wear a uniform, the NTFRS will reimburse the employee for the cost of purchasing approved clothing. The provisions of this clause do not apply where the uniform is provided by the NTFRS on a one for one basis, subject to fair wear and tear, contamination, or soiling, which in the opinion of the Director or their delegate renders them unusable.

27.2 Where the NTFRS requires an employee to wear protective clothing, the NTFRS will reimburse the employee for the cost of purchasing approved clothing. The provisions of this clause do not apply where appropriate protective clothing and/or equipment is provided by the NTFRS.

- 27.3 An employee will not be required to clean the clothing or uniform of any other employee.
28. **ALLOWANCE FOR REIMBURSEMENT OF FARES ON LEAVE AND TRAVELLING TIME**
- 28.1 Subject to the provisions contained in By-laws 30, 32, 33, 34, 35, 46, 47 and 48, where an employee, who is permanently stationed in the Northern Territory, travels during leave of absence away from the district or place where they are stationed, the Director or their delegate will grant the employee and their dependents an allowance equivalent to a return economy class airfare for travel by the most direct route between their Station and a capital city, or destination of lesser distance.
- 28.2 Notwithstanding the provisions of sub-clause 28.1, an employee who, prior to 1 January 1983, held the rank of Divisional Commander, District Officer, Station Officer, Senior Firefighter or Firefighter, is entitled to payment of fares on recreation leave for themselves, their spouse and dependents, in respect of each completed 2 years of service from the date they commence their service in the NTFRS, provided that:
- (a) their spouse or dependents do not have an entitlement to recreation leave fares as a condition of service, or receive fares on recreation leave from another service; and
 - (b) an employee claiming fares on recreation leave for their spouse or dependents on the basis of fulfilling the provisions of clause 28.1 hereof, will concurrently provide the Director or their delegate with a statutory declaration or other certification acceptable to the Director or their delegate, stating that those spouse and/or dependent(s) are not entitled to or in receipt of a fare(s) from another source.
- 28.3 An employee, who has completed their first year of service and has been appointed to the NTFRS on an ongoing basis, may draw their recreation leave fares on their first entitlement for recreation leave. If an employee exercises this option, their next entitlement to payment of fares will occur two (2) years after the date of appointment to the NTFRS.
- 28.4 An employee who is entitled to fares on recreation leave in accordance with the provisions of sub-clause 28.2, and whose circumstances change with regard to their entitlements to fares for their spouse and dependents under sub-clause 28.2 will, from the date of those changed circumstances, be entitled to fares on recreation leave in accordance with the provisions of sub-clause 28.1 and will, from that date, no longer have any entitlement to the provisions of sub-clause 28.2
- 28.5 For the purposes of sub-clause 28.4, changed circumstances includes:
- (a) where an employee who is married or is living in a de-facto relationship becomes legally separated or divorced from their spouse or de-facto spouse; or

- (b) where an employee is single but later becomes married or enters into a de-facto relationship; or
- (c) where the employee's spouse and/or dependent(s) no longer receives or is entitled to a fare(s) on recreation leave through another source.

28.6 Notwithstanding the provisions of sub-clauses 28.1, 28.2, 28.3, and 28.4, an employee recruited on or after 1 August 1987 is not entitled to:

- (a) an on-appointment airfare; or
- (b) travelling time taken in conjunction with this airfare; or
- (c) any reimbursement for fares on leave and travelling time.

29. **TRAVELLING ON DUTY ALLOWANCE**

An employee will be paid a travelling allowance when travelling on duty and when required to be absent overnight from their headquarters, pursuant to By-law 30.

30. **ALLOWANCE FOR REMOVAL EXPENSES ON DEATH OR RETIREMENT**

An employee or their family will be paid reimbursement of expenses, pursuant to By-law 51.

31. **SALARY SACRIFICE**

31.1 Salary Sacrifice for Superannuation

- (a) An employee may choose to salary sacrifice salary for employer superannuation contributions into a complying superannuation fund. The arrangement is available to all employees and participation is at the discretion of an individual employee.
- (b) Under the arrangement the following conditions apply:
 - (i) an employee who currently contributes to the Commonwealth Superannuation Scheme (CSS) is not able to salary sacrifice into the scheme, but can salary sacrifice into a complying superannuation fund; and
 - (ii) an employee who currently contributes 6% to the Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS), may salary sacrifice into the NTGPASS or another complying fund; and
 - (iii) an employee who currently has their employer superannuation guarantee contributions paid to a 'Choice of

Fund' (employed after 10 August 1999) may salary sacrifice into that 'Choice of Fund'; and

- (iv) while there is no limit to the amount an Employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions, will be assessed against the concessional contribution cap relevant to their age; and
- (v) the arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly; and
- (vi) the arrangement does not operate to reduce employer contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of the salary sacrifice arrangements; and
- (vii) where an employee enters into a salary sacrifice arrangement, the employee's annual rate of salary for superannuation purposes will remain at the rate set out in this Agreement; that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes.

31.2 Salary Packaging

- (a) An employee may choose to enter into salary packaging arrangements in compliance with Commonwealth legislation and any rules and regulations imposed by the Australian Taxation Office (ATO) or other relevant authority. These salary packaging arrangements meet the full obligations of the employer in relation to salary payments required under this Agreement.
- (b) Under the arrangement the following conditions apply:
 - (i) the arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly;
 - (ii) an employee employed on a fixed period contract for less than 12 months may only have access to salary sacrifice packaging with the approval of the CEO;
 - (iii) salary arrangements may cease or be modified to reflect any changes to the Commonwealth legislation or rules. Any additional taxation liability arising from these changes will be met by the employee;
 - (iv) an employee will meet any administration costs as part of the salary arrangements, including Fringe Benefits Tax (FBT) liabilities that may arise;

- (v) an employee's salary for superannuation purposes, and severance and termination payments, will be the gross salary which they would have received had the employee not entered into a salary sacrifice packaging arrangements; and
- (vi) an employee will provide evidence of having obtained or waived their right to obtain independent financial advice before taking up salary sacrifice arrangements.

32. RESIGNATION OF RANK

- 32.1 A Firefighter, Senior Firefighter or Leading Firefighter who has resigned their rank and subsequently wishes to resume that rank, must satisfy a Board to be determined by the Director or their delegate, comprising of an Assistant Director, an employee representative and a Divisional representative that they have retained the skills and knowledge required to perform the functions necessary for that rank and/or position.
- (a) A period of seven (7) calendar days cooling off will be observed prior to the acceptance of resignation of rank.
 - (b) If any employee fails to meet the full range of obligations normally attached to the holding of that rank, this may be dealt with under the provisions of the *PSEM Act*.
 - (c) An employee, on acceptance of their resignation of rank, will have an appropriate adjustment to salary to reflect their new rank.
- 32.2 A Station Officer, Senior Station Officer, or District Officer who has resigned their rank and subsequently wishes to resume that rank, must apply for an advertised vacancy at that level and be successful in a merit selection process.

PART 3 – HOURS OF DUTY, ROSTERS, AND MEAL BREAKS

33. HOURS OF DUTY – DAY WORKERS

- 33.1 The ordinary hours of duty on day work will be an average of 38 per week, Monday to Friday, over a period of 52 weeks with eight (8) hours per day to be worked between the hours of 0700 and 1730, with a lunch break of not less than 30 minutes and not more than 60 minutes each day. Any other day work roster is to be agreed by the Director or their delegate, employees, and their nominated representatives.
- 33.2 An employee may work their ordinary hours between the hours of 0600 and 1800, Monday to Friday. The span of hours and days of work may be varied at the option of the employees and with the agreement of NTFRS; provided the arrangement is agreed in writing. This agreement involves no other change to hours of work arrangements.
- 33.3 A day worker who is required by the Director or their delegate to work outside the hours specified in sub-clause 33.1, or those hours and days that are

mutually agreed, may either be paid overtime in accordance with the Agreement provisions or utilise “time in lieu” arrangements, pursuant to By-law 37.

34. HOURS OF DUTY – SHIFT WORKERS

34.1 The ordinary hours of duty on shift work, worked in accordance with the 10/14 roster agreed by the Director or their delegate, employees, and their nominated representatives, will be an average of 38 hours per week spread over a period of 52 weeks. Each shift will contain meal breaks consistent with sub-clause 18.4, for which the employee will be paid, while remaining on duty.

34.2 The additional time worked will be compensated in two ways:

- (a) An average of two (2) hours per week over a period of 52 weeks is paid at overtime rates consistent with clause 14.2 and forms part of the composite salary; and
- (b) An average of two (2) hours per week over a period of 52 weeks, will be accumulated and taken as programmed days off within each calendar year, in accordance with the agreed leave roster posted by the Director or their delegate.

34.3 A deduction of one half hour for every shift, whether a day shift or a night shift, will be taken for any absence of duty for reasons other than recreation leave or shift changes.

34.4 Any leave taken in conjunction with this clause must be acquitted prior to recreation leave or long service leave being utilised.

35. SHIFT DUTY – ROSTERS

The roster system for an employee assigned to fire-fighting duties will be as follows:

35.1 10/14 Roster System

Shift	Th	Fr	Sa	Su	Mo	Tu	We	HR	Th	Fr	Sa	Su	Mo	Tu	We	HR
A	D	D	N	N	-	-	-	48	-	D	D	N	N	-	-	48
A	-	-	D	D	N	N	-	48	-	-	-	D	D	N	N	48
A	-	-	-	-	D	D	N	34	N	-	-	-	-	D	D	34
A	N	N	-	-	-	-	D	38	D	N	N	-	-	-	-	38

Shift	Th	Fr	Sa	Su	Mo	Tu	We	HR	Th	Fr	Sa	Su	Mo	Tu	We	HR
B	N	N	-	-	-	-	D	38	D	N	N	-	-	-	-	38
B	D	D	N	N	-	-	-	48	-	D	D	N	N	-	-	48
B	-	-	D	D	N	N	-	48	-	-	-	D	D	N	N	48
B	-	-	-	-	D	D	N	34	N	-	-	-	-	D	D	34

Shift	Th	Fr	Sa	Su	Mo	Tu	We	HR	Th	Fr	Sa	Su	Mo	Tu	We	HR
C	-	-	-	-	D	D	N	34	N	-	-	-	-	D	D	34
C	N	N	-	-	-	-	D	38	D	N	N	-	-	-	-	38
C	D	D	N	N	-	-	-	48	-	D	D	N	N	-	-	48
C	-	-	D	D	N	N	-	48	-	-	-	D	D	N	N	48

Shift	Th	Fr	Sa	Su	Mo	Tu	We	HR	Th	Fr	Sa	Su	Mo	Tu	We	HR
D	-	-	D	D	N	N	-	48	-	-	-	D	D	N	N	48
D	-	-	-	-	D	D	N	34	N	-	-	-	-	D	D	34
D	N	N	-	-	-	-	D	38	D	N	N	-	-	-	-	38
D	D	D	N	N	-	-	-	48	-	D	D	N	N	-	-	48

- 35.2 The day shift (D) of 10 hours will be worked from 0800 to 1800 and the night shift (N) of 14 hours will be worked from 1800 to 0800.
- 35.3 Subject to the prior approval of the Director or their delegate, shift changes are allowed between employees of equal rank, whether at their own Station or at other Stations.
- 35.4 Notwithstanding anything contained in this Agreement, in the case of fire, an employee off duty is liable to be called upon to report for duty and if called upon, will report for duty immediately. Provided that, in the opinion of the Director or their delegate, the employee recalled to duty is fit for duty.
- 35.5 Rosters or changes to rosters will be posted in a position accessible to all employees at least four (4) days before the day on which the rosters or changes in rosters are due to commence.
- 35.6 In addition to the transfer between shift provisions of clause 51, the 10/14 roster may be varied for an employee on special duties to provide that during a period of training the employee may be rostered for the duration of the period of training on day duties.
- 35.7 The 10/14 roster will not be altered, except as provided by sub-clauses 35.6 and 35.13 and clause 51 or to meet an emergency due to sickness or other unexpected or unavoidable cause.
- 35.8 In the event of an alarm requiring any Station to stand-by or turn-out for a fire, being received at the Station during roll call, the oncoming shift will crew the appliances and, if required, proceed to the fire and the off-going shift will remain on duty if required until the shift returns or until otherwise directed, when it will be dismissed.
- 35.9 If, when the oncoming shift reports at a Station at the time prescribed for the change of shift, the other shift is proceeding to or attending a fire or alarm, the oncoming shift, if so ordered, will after roll call, proceed to the fire and the officer or senior employee of the shift will, without delay, report the arrival of the shift to the Officer in Charge of the fire. The off-going shift will remain on duty at the fire until relieved.

- 35.10 The Officer in Charge at the fire may, if in their judgement it's expedient, hold both the oncoming and off-going shifts for duty at the fire. If the off-going shift is not held at the fire, or detailed at the fire for duty elsewhere, it will report back to the Station and remain available until the other shift returns or until otherwise directed, when it will be dismissed.
- 35.11 In the event of 1 or more employees of the oncoming shift being absent, an equal number of employees in the shift on duty may be detained on duty up to two (2) hours. Nothing prescribed by this clause is to be deemed to sanction an unauthorised absence or to relieve the absent employee from a liability to be charged with being absent without leave and being dealt with accordingly.
- 35.12 No employee will be permitted to work more than two (2) consecutive shifts except in the case of a fire, natural disaster or other emergency incident. This sub-clause will not apply in cases of shift changes provided for in sub-clause 35.3.
- 35.13 Subject to the provisions of this clause, every employee will be dismissed punctually from their rostered shift.
- 35.14 Where an employee is required to sit for an examination conducted by the NTFRS and the employee is rostered on a night shift ceasing at 0800 on the day of the examination, the Director or their delegate will ensure that the employee's rostered shift is changed from that night shift to the day shift of that day immediately prior to the day of the examination.
- 35.15 An employee working day duty who has completed their normal weekly hours will not be rostered for shift work until they have had two (2) full days off.
- 35.16 An employee will not be rostered off shift duty onto day duty except:
- (a) to meet an emergency due to sickness or other unexpected or unavoidable cause beyond the NTFRS control; or
 - (b) by personal agreement between the NTFRS and the employee; or
 - (c) by agreement between the NTFRS and the employee representative to suit the circumstances of the establishment.
- 35.17 The Director or their delegate may depart, by agreement with the employee representative, from the shift roster in establishing new day work positions, in appropriate cases and acknowledge that agreement will not be unreasonably withheld. The filling of such positions will be subject to normal vacancy filling procedures.

36. **LEAVE ROSTER**

- 36.1 A leave roster for recreation leave and long service leave will be drawn up from time to time so that the commencement of the first leave scheduled on such rosters will not be less than 1 month after the date of the publication of the roster.
- 36.2 The name of every employee entitled to leave will appear on the roster. If no firm leave date is shown, a probable leave date should be shown, but, if not possible, the reason why.

- 36.3 A leave roster published pursuant to this clause will not be altered unless:
- (a) in the opinion of the Director or their delegate, an alteration is necessary having regard to the exigencies of the service; or
 - (b) an employee requests that an alteration be made to their leave and other employees affected by the alteration consent to the alteration and the Director or their delegate approves the request.
- 36.4 Subject to approval of the Director or their delegate, leave accrued pursuant to sub-clause 40.3(b)(ii)A may be taken without regard to the roster. For the purpose of sub-clause 40.3(b)(ii)B, for employees on the 10/14 roster, one (1) week will be one (1) cycle of duty on four (4) shifts, i.e. two (2) day shifts and two (2) night shifts.
- 36.5 Subject to the approval of the Director or their delegate, no recreation leave or programmed day off may be taken which is less than two (2) cycles of shifts, except that up to 68 hours' leave may be taken without regard to the leave roster, or the two (2) cycle limit, providing the minimum staffing levels in force at the time are not affected by such utilisation.

37. **RESTING ON DUTY**

An employee on night shift may be permitted to sleep between the hours of 2200 and 0600, subject to the following conditions:

- (a) the supply of bedding is the responsibility of the employee and will be kept in a clean condition by employees, to the satisfaction of the Director or their delegate; and
- (b) an employee will be allowed sufficient time and access to on-site facilities during working hours to clean and dry their bedding.

38. **REST RELIEF AFTER OVERTIME**

- 38.1 An employee who works overtime between the termination of their ordinary duty on one day and the commencement of their ordinary duty on the next day, who has not had at least 8 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until they have had eight (8) consecutive hours off duty, without loss of pay.
- 38.2 Reasonable travelling time, in addition to the eight (8) hours off duty, will be allowed to cover time taken in travelling from and to their place of employment.
- 38.3 Provided that; if an employee is required by the Director or their delegate, to resume or continue work without having had eight (8) consecutive hours off duty, plus reasonable travelling time, they will be paid at double rates, or such higher rates as may be elsewhere prescribed, until they are released from duty for that period and they will then be entitled to be absent until they have had 8 consecutive hours off duty, plus reasonable travelling time, without loss of pay.

- 38.4 The provisions of sub-clauses 38.1, 38.2 and 38.3 will not apply to:
- (a) overtime, unless the actual time worked (excluding travelling time) is at least 3 hours on each call; or
 - (b) overtime (not exceeding three (3) hours) worked immediately prior to the commencement of a rostered shift.

38.5 An employee is not entitled to overtime for their rostered shift if they have voluntarily chosen to work overtime on the shift prior to that rostered shift.

39. **EMERGENCY DUTY**

39.1 Except as provided by this clause, By-law 37 has application to all employees.

39.2 By-law 37 does not apply:

- (a) to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency; and
- (b) where an employee rostered on duty on any day is unable, through illness or any unforeseen circumstances, to attend for duty and any employee who is rostered off duty on that day is required by the Director or their delegate, to perform duty on that day in place of the absent employee.

39.3 In such cases, an employee is entitled to overtime, pursuant to clause 14.

PART 4 – LEAVE

40. **RECREATION LEAVE**

40.1 Relationship with By-laws and other Instruments

This clause establishes all entitlements in relation to recreation leave and replaces all By-law and award entitlements relating to recreation leave.

40.2 For the purposes of this clause:

- (a) **“shiftworker”** – means an employee who works shift work in accordance with the 10/14 roster.
- (b) **“month”** – means a calendar month.
- (c) **“year”** – means a calendar year.
- (d) **“continuous service”** – means in relation to a period of service by an employee with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave, that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, a State or a Territory.

40.3 Recreation Leave Entitlement

- (a) A day work employee (except for a casual employee) is entitled to:
 - (i) four (4) weeks paid recreation leave per year; and
 - (ii) an additional two (2) weeks paid recreation leave per year, if normally stationed in the Northern Territory or under any condition the Commissioner so determines.
 - (iii) an employee's annual leave credit will be recorded as 240 hours.

- (b) A 10/14 shift work employee (except for a casual employee) is entitled to:
 - (i) 6 weeks paid recreation leave per year. An employee's annual leave credit will be recorded as 264 hours.
 - (ii) Leave for rostered Sundays:
 - A. a seven (7) day shift worker, rostered to perform duty on at least 10 Sundays during the period in respect of which the leave is accrued, is entitled to an additional seven (7) consecutive days (48 hours), including non-working days, paid recreation leave per year; or
 - B. a seven (7) day shift worker rostered to perform duty on less than 10 Sundays during the period in respect of which the leave is accrued, is entitled to additional paid recreation leave at the rate of four (4) hours in respect of each Sunday rostered.
 - (iii) In accordance with the 10/14 roster, an employee is entitled to a total of seven (7) weeks recreation leave, which for the purposes of the employee's annual leave credit will be recorded as 312 hours.
 - (iv) In calculating leave entitlements pursuant to sub-clause 40.3, the following conditions apply:
 - A. any part of a shift which falls on a Sunday will count as a full Sunday shift.
 - B. leave entitlements will be calculated on the roster and not on actual physical performance.
 - C. Sunday rostered overtime shifts will count similarly to rostered ordinary Sunday shifts.

(v) Recreation leave taken by an employee whilst working shift work in accordance with the 10/14 roster will be deducted from credits at the rate of one (1) hour for each hour of rostered duty that the employee is absent on recreation leave.

(vi) An employee to whom sub-clauses (i) and (ii) applies is entitled to the payment of rostered overtime in accordance with sub-clause (iv) whilst on recreation leave.

(vii) Where an employee transfers, either temporarily or permanently, from working shift work in accordance with the 10/14 shift to working day work only, the employee's leave credit will be adjusted according to the following formula:

$$A = \frac{240}{264} \times C$$

Where:

A is the employee's new credit after transfer to day work; and

C is the credit due to the employee immediately before transfer to day work.

(viii) Where an employee transfers, either temporarily or permanently, from working day work only to working shift work in accordance with the 10/14 roster, the employee's leave credit will be adjusted according to the following formula:

$$A = \frac{264}{240} \times C$$

Where:

A is the employee's new credit after transfer to shift duty in accordance with the 10/14 shift; and

C is the credit due to the employee immediately before transfer to shift work in accordance with 10/14 shift.

40.4 Salary

Salary for the purpose of recreation leave includes an employee's annual salary, NTA if applicable, and any other allowance to which the employee may be entitled.

40.5 Accrual of Leave

- (a) An Employee's entitlement to paid recreation leave accrues progressively during a year of service according to the Employee's ordinary hours of work.
- (b) If an employee takes unpaid leave that does not count as service, leave will not accrue for that period.
(Note: An employee who has taken unpaid leave that does count for service will accrue leave for that period.)
- (c) A part-time Employee will accrue recreation leave on a pro-rata basis in accordance with his/her agreed hours of work.
- (d) An Employee who has worked for only part of a year will accrue recreation leave on a pro-rata basis in accordance with his/her ordinary hours of work or, agreed hours of work if a part-time Employee.
- (e) Recreation leave accumulates from year to year.

40.6 Granting of Leave

The Director or their delegate may, on application in writing by an employee, grant leave for recreation purposes, subject to the NTFRS operational requirements.

40.7 Public Holidays

DELETED

40.8 Excess Leave

Where an Employee has recreation leave in excess of two (2) years credits (or three (3) years credits in the case of a compulsory transferee), the CEO may, on giving a minimum of two (2) months notice, direct the Employee to take recreation leave and the employee must take that leave within a three (3) month period, or a period agreed between the parties, to reduce the accrued leave to the equivalent of two years (or three (3) years in the case of a compulsory transferee) of credit.

40.9 Illness During Leave

Where an employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 41, the Director or their delegate may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

40.10 Payment in Lieu

- (a) Where an employee ceases employment, other than by death, the employee is entitled to payment in lieu of any available recreation leave entitlement.

- (b) Where an employee dies or, after consideration of all the circumstances, the Commissioner has directed that an employee will be presumed to have died on a particular date, the Director or their delegate may authorise payment in lieu of the employee's remaining recreation leave entitlement:
 - (i) to the employee's legal personal representative; or
 - (ii) when authorised by the employee's legal personal representative, to another person or persons at the Director or their delegates discretion.

41. PERSONAL LEAVE

41.1 General

This clause sets out entitlements in relation to personal leave taken by an employee:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of an employee's immediate family or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member (carer's leave).
- (c) The provisions of this clause set out all entitlements in relation to sick and carer's leave and replace all Award and By-law provisions.

41.2 For the purpose of this clause:

- (a) **"child"** – means adopted child, stepchild, ex-nuptial child and adult child.
- (b) **"immediate family or household member"** – means a spouse, child, parent, grandparent, grandchild, or sibling of the employee or of a spouse of an employee.
- (c) **"medical certificate"** – means a certificate signed by a registered health practitioner.
- (d) **"ongoing employee"** – means an employee employed on that basis, pursuant to the *PSEM Act*.

- (e) **“personal leave year”** – means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement.
- (f) **“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).
- (g) **“spouse”** – means a former spouse, a de facto partner or a former de facto partner. De facto partner means a person who lives with an employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee.
- (h) **“fixed period employee”** - means an employee employed on that basis, pursuant to the *PSEM Act*.

41.3 Paid Personal Leave Entitlement

- (a) An ongoing employee working day work is entitled to:
 - (i) three (3) weeks (120 hours) paid personal leave on commencement of employment; and
 - (ii) three (3) weeks (120 hours) paid personal leave annually on the anniversary of their commencement date.
- (b) An ongoing employee working shift work is entitled to:
 - (i) 12 shifts on full pay (six (6) day/six (6) night – 144 hours) on commencement of employment; and
 - (ii) 12 shifts on full pay (six (6) day/six(6) night – 144 hours) annually on the anniversary of their commencement date.
- (c) A fixed period employee is entitled to:
 - (i) Two (2) days paid personal leave on commencement of employment;
 - (ii) up to 1 week of paid personal leave for each period of two (2) months service provided that the total leave does not exceed three (3) weeks within the first 12 months of service; and
 - (iii) three (3) weeks paid personal leave annually on the anniversary of their commencement date.
- (d) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of sub-clause (a)(i) will be taken to have applied from the date of

commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.

- (e) A part time employee will receive paid personal leave on a pro-rata basis proportional to their hours of work.
- (f) A casual employee is not entitled to paid personal leave.
- (g) Paid personal leave is cumulative.
- (h) An employee's paid personal leave entitlement will be deferred by any period of:
 - (i) leave on account of illness where the absence is without pay and not covered by documentary evidence; or
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.

41.4 Accessing Paid Personal Leave

- (a) Subject to the requirements of sub-clauses 41.6 and 41.7, an employee is entitled to access paid personal leave from their accrued personal leave, as follows:
 - (i) paid personal leave up to a maximum of their accrued personal leave entitlement; and
 - A. paid carer's leave, up to a maximum of their accrued personal leave entitlement.

The Director or their delegate may approve paid carer's leave in excess of the above.

- (b) An employee is entitled to access paid personal leave, without documentary evidence, as follows:
 - (i) up to a maximum of five (5) days (40 hours) for an employee on day work; or
 - (ii) four (4) shifts for an employee on shift duty or the equivalent number of hours of duty per personal leave year.

Provided that, no more than three (3) days for an employee on day work and two (2) shifts for an employee on shift work may be consecutive working days or the equivalent number of hours of duty.

- (c) The Director or their delegate may, in special circumstances, approve the conversion of personal leave full pay credits to sick leave half pay credits.

41.5 Additional Personal Leave

- (a) Subject to the requirements of sub-clauses 41.6 and 41.7 an employee who has exhausted their entitlement to paid personal leave under sub-clause 41.3, is entitled to access unpaid carer's leave, on each occasion that carer's leave is required, up to:
 - (i) Two (2) days (16 hours) for an employee on day work; and
 - (ii) 20 hours for an employee on shift work.

Leave may be taken as a single unbroken period of up to two (2) days or any separate periods, as agreed between the employee and the Director or their delegate.
- (b) After considering all relevant circumstances, the Director or their delegate may approve:
 - (i) an amount of unpaid leave in excess of the amount specified in sub-clause (a); or
 - (ii) additional sick/carer's leave on half pay, which cannot be converted to full pay; or
 - (iii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be sick/carer's leave for all other purposes under the provisions of this clause.
- (c) The provisions of sub-clauses (a) and (b)(i) do not apply to a casual employee.

41.6 Notice Requirements

An employee must make all reasonable efforts to advise their manager of any absence as soon as reasonably practicable. If it's not reasonably practicable for the employee to give prior notice of absence due to circumstances beyond their control, the employee must notify their manager by telephone of such absence at the first available opportunity.

41.7 Documentation Requirements

- (a) An employee must apply for personal leave in writing in a form required by the Director or their delegate, as soon as it's reasonably practicable.
- (b) Subject to sub-clause 41.4(b), to be entitled to personal leave an employee must, as soon as reasonably practicable, provide the Director or their delegate with the following documentary evidence:
 - (i) a medical certificate from a registered health practitioner; or

- (ii) a statutory declaration in cases where it is not reasonably practicable for the employee to provide a medical certificate because they are:
 - A. unable, despite genuine reasonable attempts, to secure an appointment with a medical practitioner;
 - B. reside in a remote or regional area (ie: outside the environs of Darwin or Palmerston); or
 - C. accessing leave in order to care for an immediate family member;

provided that the statutory declaration states:

 - D. the reasons why it was not practicable to provide a medical certificate; and
 - E. the reasons for, and length of absence.

41.8 Salary for the purpose of personal leave includes:

- (a) for an employee on full pay, their annual salary, current NTA, and any other current allowance to which the employee was entitled at the commencement of their personal leave; and
- (b) for an employee on half pay, one half of the employee's annual salary, full NTA, plus any other allowance or part of an allowance.

41.9 Personal Leave Whilst on Other Forms of Leave

Subject to the requirements of sub-clauses 41.6 and 41.7, an employee may access paid personal leave during periods of recreation, long service and parental leave.

41.10 Medical Examination at the Direction of the Director or their Delegate

- (a) The Director or their delegate may direct an employee to attend an examination by a registered health practitioner approved by the Commissioner where:
 - (i) an employee has been absent through illness or the Director or their delegate is of the opinion that the employee is likely to be absent through illness, for 13 weeks continuously, or is frequently absent, or expected to be so, due to illness; or
 - (ii) it's considered that an employee's efficiency may be affected due to illness; or
 - (iii) it's considered that an employee is incapable of performing normal duties on medical grounds; or

- (iv) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees, or the public; or
 - (v) the inability provisions under the *PSEM Act* are applicable; or
 - (vi) it's considered that an employee's medical condition is so serious that an examination is warranted; or
 - (vii) an employee presents a certificate or letter from a registered health practitioner indicating that they are:
 - A. unfit for current normal duties, but fit for other duties; or
 - B. unfit for any duties and should be retired.
- (b) An employee directed to attend a medical examination pursuant to sub-clause (a)(vii) who is:
- (i) absent on approved personal leave, and covered by documentary evidence, is entitled to continue on personal leave until the findings of the medical examination are known; or
 - (ii) an employee, other than one to which sub-clause (i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known. The grant of personal leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.
- (c) Granting of further personal leave to an employee who has been continuously absent through illness for 13 weeks will, on their return to duty, be subject to the employee being examined by a registered health practitioner approved by the Commissioner.
- (d) The Director or their delegate will not grant personal leave where an employee fails to attend a medical examination without reasonable cause, or where illness is caused through misconduct. Under these circumstances the Director or their delegate may initiate disciplinary action.
- (e) A conflict of medical opinion between an employee's registered health practitioner and the findings of the medical examination will be referred to the Northern Territory Medical Advisor for consultation and resolution with the Chief Health Officer.
- (f) The Northern Territory Medical Advisor or the Chief Health Officer may at their discretion, arrange for a further examination by another approved registered health practitioner, private registered health

practitioner or specialist and any associated costs will be borne by NTFRS.

41.11 Infectious Disease

Where an employee produces documentary evidence that they are infected with, or have been in contact with, an infectious disease, as defined under the *Public Health Act*, and by reason of any law of the Territory, any State or the Commonwealth, is required to be isolated from other persons, the Director or delegate may grant:

- (a) personal leave for any period during which an employee actually suffers from illness; or
- (b) recreation leave in relation to any period during which an employee does not actually suffer from illness.

41.12 War Service

The Commissioner will determine the conditions under which personal leave may be granted to an employee where an illness or injury is directly attributed to an employee's war service, provided satisfactory medical evidence is produced.

41.13 Workers Compensation

An employee is not entitled to paid sick leave for a period during which the employee is absent from duty because of personal illness, or injury, for which the employee is receiving compensation payable under Northern Territory workers compensation legislation.

42. **PARENTAL LEAVE**

42.1 Relationship with By-laws, National Employment Standards and other instruments

- (a) the provisions of this clause set out all entitlements in relation to parental leave, and replace all By-law provisions relating to maternity, paternity, parental and adoption leave, except for those provisions applying to compulsory transferees under By-law 53 that are more generous than the entitlements provided under this clause.
- (b) the provisions of this clause are to be read in conjunction with the National Employment Standards to the extent that if this clause provides a lesser entitlement than the National Employment Standards; the National Employment Standards will apply.

42.2 Definitions

For the purposes of this clause:

- (a) "continuous service" in relation to a period of service by an Employee, means a period of service with an Employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as

service by a term or condition of employment, or by a law of the Commonwealth, a State or a Territory.

- (b) “day of placement” in relation to the adoption of a child means the earlier of the following days:
 - (i) The day on which the Employee first takes custody of the child for the adoption;
 - (ii) The day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (c) “de facto partner” means a person who lives with the Employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the Employee.
- (d) “eligible casual Employee” means a casual Employee engaged by an Employer on a regular and systematic basis for a sequence of periods of employment during a period of:
 - (i) at least 12 months; or
 - (ii) less than 12 months, provided that the Employee has undertaken a previous engagement with the Employer, and
 - A. the Employer terminated the previous engagement;
 - B. there was not more than three 3 months break between the two engagements; and
 - C. the length of the two engagements is at least 12 months.
- (e) “Employee Couple” means a couple who are accessing the benefits of sub-clause 42.8 both of whom are NTPS Employees and have completed a minimum of 12 months continuous service.
- (f) “medical certificate” means a certificate signed by a medical practitioner.
- (g) “medical practitioner” means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (h) “parental leave” means any of the types of leave stated in sub-clause 42.3.
- (i) “primary care giver” means an Employee who has primary responsibility for the care of a child.
- (j) “spouse” means a de facto partner, former spouse or former de facto partner.

42.3 Types of Parental Leave

- (a) Subject to an Employee satisfying any specified qualifying requirements, the types of parental leave available under this clause are summarised in the following table:

Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
42.4(a)(i)	Ordinary maternity (primary care-giver) – 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks (1 year)
42.4(a)(ii)/ 42.9	Ordinary maternity (primary care giver) – up to 36 months (at least 1 and less than 5 years continuous service)	14 weeks (or 28 weeks at half pay)	142 weeks	156 weeks (3 years)
42.4(a)(iii)/ 42.9	Ordinary maternity – (primary care-giver) up to 36 months - (at least 5 years continuous service)	18 weeks (or 36 weeks at half pay)	138 weeks	156 weeks (3 years)
42.5(a)(i)/ 42.5(b) / 42.5 (d)	Special maternity - pregnancy related illness unfit for work – unpaid (no minimum service requirement, includes eligible casual)	-	As stated in medical certificate up to maximum 52 weeks	As stated in medical certificate up to maximum 52 weeks
42.5(a)(ii)/ 42.5 (e)(i)/ 42.5(e)(ii) / 42.5 (b)	Special maternity - end of pregnancy – unfit for work – unpaid (no minimum service requirement, includes eligible casual)	-	As stated in medical certificate, up to maximum 52 weeks	As stated in medical certificate, up to maximum 52 weeks

Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
42.5(a)(ii)/ 42.5(e)(iii) / 42.5 (b) / 42.9	Special maternity – end of pregnancy – unfit for work (at least 1 and less than 5 years continuous service)	As stated in medical certificate, up to maximum 14 weeks (or 28 weeks at half pay)	As stated in medical certificate, up to maximum 38 weeks	As stated in medical certificate, up to maximum 52 weeks
42.5(a)(ii) / 42.5(e)(iv) / 42.5 (b) / 42.9	Special maternity – end of pregnancy – unfit for work (at least 5 years continuous service)	As stated in medical certificate, up to maximum 18 weeks (or 36 weeks at half pay)	As stated in medical certificate, up to maximum 34 weeks	As stated in medical certificate, up to maximum 52 weeks
42.6(a)(i)	Paternity/partner leave taken at time of birth – up to 8 weeks unpaid (less than 12 months continuous service, or eligible casual)	-	8 weeks	8 weeks
42.6(a)(ii) / 42.9	Paternity/partner leave taken at time of birth – up to 8 weeks (at least 1 and less than 5 years continuous service)	1 week (or 2 weeks at half pay)	7 weeks	8 weeks
42.6(a)(iii) / 42.9	Paternity/partner leave taken at time of birth – up to 8 weeks (at least 5 years continuous service)	2 weeks (or 4 weeks at half pay)	6 week	8 weeks
42.6(b)(i)	Paternity/partner (primary care-giver) – up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks (1 year)

Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
42.6(b)(ii)	Paternity/partner (primary care-giver) – up to 36 months – unpaid (at least 12 months continuous service)	-	36 months	36 months (3 years)
42.7(a)	Pre-adoption leave to attend interviews prior to adoption (no minimum service requirements, includes eligible casual employees)	-	2 days	2 days
42.7(b)(i)	Adoption (primary care-giver upon initial placement of child) – up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks
42.7(b)(ii) / 42.9	Adoption (primary care-giver upon initial placement of child) – up to 36 months (at least 1 and less than 5 years continuous service)	14 weeks (or 28 weeks at half pay)	142 weeks	156 weeks (3 years)
42.7(b)(iii) / 42.9	Adoption (primary care-giver upon initial placement of child) – up to 36 months (at least 5 years continuous service)	18 weeks (or 36 weeks at half pay)	138 weeks	156 weeks (3 years)

Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
42.7(c)(i)	Adoption (partner) – up to 8 weeks taken at time of initial placement– (less than 12 months continuous service, or eligible casual)	-	8 weeks	8 weeks
42.7(c)(ii) / 42.9	Adoption (partner) – up to 8 weeks at time of initial placement – (at least 1 year and less than 5 years continuous service)	1 week (or 2 weeks at half pay)	7 weeks	8 weeks
42.7(c)(iii) / 42.9	Adoption (partner) – up to 8 weeks at time of initial placement – (at least 5 years continuous service)	2 weeks (or 4 weeks at half pay)	6 week	8 weeks
42.7(d)(i)	Adoption (partner) (primary care-giver) – up to 52 weeks– (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks
42.7(d)(ii)	Adoption (partner) (primary care-giver) – up to 36 months (at least 12 months of continuous service)	-	156 weeks	156 weeks (3 years)

- (b) Except where otherwise stated in this clause:
- (i) parental leave is to be available to only one parent at a time, in a single unbroken period;
 - (ii) where an Employee and his or her spouse alternate as the primary care-giver:
 - A. the stated maximum period of parental leave available to the Employee will be reduced by

any period of parental leave taken by the Employee's spouse, so that the combined total of parental leave taken by the Employee and his or her spouse does not exceed the stated maximum period;

- B. the first interchange may be made at any time and subsequent interchanges will be for a period of at least 12 months, unless otherwise approved by the CEO; and
 - C. only one Employee is entitled to access paid parental leave under this clause.
- (c) Weekends, public holidays, programmed days off and rostered days off are part of maternity leave and do not extend the period of leave.
 - (d) With the exception of eligible casual Employees, as set out in sub-clause 42.3(e), and sub-clauses 42.4(m) and 42.7(a), this clause does not apply to Employees engaged on a casual basis.
 - (e) Eligible casual Employees, as defined in sub-clause 42.2(d) are only entitled to access:
 - (i) the unpaid parental leave entitlements set out in sub-clauses 42.4(a)(i), 42.5(a), 42.5(e)(i), 42.5(e)(ii), 42.6(a)(i), 42.6(b)(i), 42.7(a), 42.7(b)(i), 42.7(c)(i), 42.7(d)(i) and;
 - (ii) the paid no safe job leave entitlements in sub-clause 42.4(j).

42.4 Ordinary Maternity Leave

- (a) Subject to the requirements of this sub-clause, an Employee may access any one of the following ordinary maternity leave entitlements:
 - (i) up to 52 weeks unpaid leave, where the Employee has less than 12 months continuous service, or an eligible casual employee, at the time of commencing leave;
 - (ii) up to three years leave, with the first 14 weeks to be paid, provided the Employee has completed at least one (1) and less than five (5) years continuous service at the time of commencing leave; or
 - (iii) up to three (3) years leave, with the first 18 weeks to be paid, provided the Employee has completed five (5) or more years continuous service at the time of commencing leave.
- (b) Where an Employee's qualifying period of 12 months continuous service referred to in paragraph (a)(ii) ends within 14 weeks of the date on which the Employee commenced ordinary maternity leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (c) Where an Employee's qualifying period of five (5) years continuous service referred to in paragraph (a)(iii) ends within 18 weeks of the date on which the Employee commenced ordinary maternity leave,

the first 14 weeks will be paid leave and any additional paid leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.

- (d) To be entitled to ordinary maternity leave, an Employee must give her Employer the following notice and evidence:
 - (i) not less than 10 weeks before the expected date of the birth, a medical certificate stating the expected date of birth;
 - (ii) not less than four (4) weeks before the intended date of commencement of leave, written notice of the date on which the Employee intends to commence leave and the period of leave to be taken, along with a statutory declaration stating that the Employee intends to be the child's primary care-giver at all times whilst on leave; and
 - (iii) as soon as is practicable, a copy of the child's birth certificate.
- (e) The Employee will not be in breach of paragraph (d) if the failure to give the required notification and evidence is because of the birth occurring earlier than expected or any other compelling circumstance.
- (f) An Employee may commence ordinary maternity leave at any time within six (6) weeks immediately prior to the expected date of birth.
- (g) Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth, the Employee must provide a medical certificate stating that she is fit to work on her normal duties.
- (h) The Employer may require the Employee to start ordinary maternity leave if the Employee:
 - (i) does not give the Employer the requested certificate within seven (7) days after the request; or
 - (ii) within seven (7) days after the request for the certificate, gives the Employer a medical certificate stating that the Employee is unfit to work.
- (i) **Transfer to a Safe Job**
 - (i) Where a pregnant Employee eligible for ordinary maternity leave under sub-clause 42.4, who has already complied with the requirements of paragraph (d) provides the CEO with a medical certificate from a medical practitioner stating that the Employee is fit to work, but illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the CEO must, if reasonably practicable, transfer the Employee to an appropriate safe job with no other change to the Employee's terms and conditions of employment for the hours that she works during the risk period.

- (ii) If the Employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (j) No Safe Job Leave
 - (i) If it is not reasonably practicable to transfer the Employee to an appropriate safe job, the Employee is entitled to take paid no safe job leave for the risk period until the earliest of either:
 - A. the end of the risk period stated in the medical certificate;
 - B. the day before the Employee commences ordinary maternity leave; or
 - C. the day before the end of the pregnancy.
 - (ii) The Employee is entitled to her base rate of pay for her ordinary hours of work in the risk period.
- (k) Where an Employee's child dies during a period of ordinary maternity leave, the Employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the Employee elects to resume duty, in which case the provisions of sub-clause 42.14 apply.
- (l) Subject to notice and evidence requirements set out in paragraph (d), where an Employee becomes pregnant whilst on a period of ordinary maternity leave, the employee can elect to commence another period of leave up to the maximum entitlement, in accordance with sub-clause 42.4(a)(i), 42.4 (a)(ii) or 42.4(a)(iii) from the date of the birth of the child resulting from the subsequent pregnancy.
- (m) No Safe Job Leave – Casual Employees (other than eligible casual employees)

A casual employee who is pregnant is entitled to be transferred to a safe job as follows:

- (i) A casual employee who has given her CEO a medical certificate from a medical practitioner stating that she is fit for work, but illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work during a stated period (the risk period), the CEO must, if reasonably practicable, transfer the employee to an appropriate safe job with no other change to the employee's terms and conditions of employment for the hours that she works during the risk period. If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (ii) If there is no safe job available and the employee has complied with the evidence requirements of paragraph (m)(i),

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

42.5 Special Maternity Leave

- (a) In addition to any paid sick leave entitlements available to an Employee, subject to the requirements of this sub-clause, a pregnant Employee, or eligible casual employee, who has not yet commenced ordinary maternity leave is entitled to take special maternity leave where:
 - (i) She has a pregnancy related illness; or
 - (ii) She has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child other than by the birth of a living child.
- (b) The period of special maternity leave that an Employee is entitled to take is such period as a registered medical practitioner certifies as necessary, provided that the maximum period of special maternity leave is 52 weeks.
- (c) The period of special maternity leave must end before the Employee starts any period of ordinary maternity leave.
- (d) Special maternity leave taken by an Employee under paragraph (a)(i):
 - (i) will be unpaid,
 - (ii) must end before the Employee starts any period of ordinary maternity leave; and
 - (iii) will not be deducted from the maximum period of ordinary maternity leave that the Employee is entitled to take.
- (e) Special maternity leave taken by an Employee under paragraph (a)(ii) will be:
 - (i) unpaid if the pregnancy ended more than 20 weeks before the expected date of the birth;
 - (ii) unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the Employee has not completed 12 months continuous service, or eligible casual employee, at the time of commencing leave; or
 - (iii) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the Employee has completed 12 months continuous service at the time of commencing leave.
 - (iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the Employee has completed five (5) years continuous service at the time of commencing leave.
- (f) Where an Employee's qualifying period of 12 months continuous service referred to in paragraph (e)(iii) ends within 14 weeks of the date on which the Employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.

- (g) Where an Employee's qualifying period of five (5) years continuous service referred to in paragraph (e)(iv) ends within 18 weeks of the date on which the Employee commenced leave, paid leave will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (h) To be entitled to special maternity leave an Employee must as soon as is reasonably practicable, give her Employer a written application stating the date on which the Employee proposes to commence the leave and the period of leave to be taken; and
 - (i) in the case of special maternity leave taken under paragraph (a)(i), a medical certificate from a medical practitioner stating that the Employee is unfit to work for a stated period because of a pregnancy related illness; and
 - (ii) in the case of special maternity leave taken under paragraph(a)(ii), a medical certificate from a medical practitioner stating that:
 - A. the Employee's pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child; and
 - B. the Employee will be unfit for work for a stated period.

42.6 Paternity/Partner Leave

Subject to the requirements of this sub-clause, an Employee may access the following paternity/partner leave entitlements:

- (a) Paternity/Partner Leave (includes concurrent leave) – birth of child – leave taken with Employee's spouse
 - (i) in the case of an Employee who has not completed 12 months continuous service, or an eligible casual Employee, at the time of commencing his or her leave, up to eight (8) weeks of unpaid paternity/partner leave to be taken within the week starting on the day that the Employee's spouse begins to give birth, with such leave able to be taken at the same time that the Employee's spouse is taking paid or unpaid maternity leave;
 - (ii) in the case of an Employee who has completed at least one (1) year and less than five (5) years continuous service at the time of commencing his or her leave, up to eight (8) weeks leave including one (1) week of paid, to be taken within the week starting on the day that the Employee's spouse begins to give birth, with such leave able to be taken at the same time that the Employee's spouse is taking paid or unpaid maternity leave;
 - (iii) in the case of an Employee who has completed five (5) or more years continuous service at the time of commencing his or her leave, up to eight (8) weeks leave, including two (2) weeks of paid leave, to be taken within the week starting on the day that the Employee's spouse begins to give birth, with such leave able to be taken at the same time that the Employee's spouse is taking paid or unpaid maternity leave;

- (iv) In the case of paternity/partner leave under sub-clause (i) to (iii):
 - A. Leave is to be taken in the first 12 months since date of birth of the child.
 - B. Unless the CEO agrees otherwise, leave must start within the week starting on the day that the employee's spouse begins to give birth.
 - C. Leave may be taken in separate periods, but unless the CEO agrees, each period must not be shorter than two (2) weeks.
 - D. The employee must give notice to the CEO at least:
 - I. 10 weeks before starting the leave, unless paragraph (II) below applies;
 - II. if the leave is to be taken in separate periods of concurrent leave, and the leave is not the first of those periods of concurrent leave, four (4) weeks before starting the period of concurrent leave; or
 - III. if that is not practicable – as soon as practicable, which may be a time after the leave has started.
 - E. Concurrent leave is an exception to the requirement for parental leave to be available to only one parent at a time in a single unbroken period.

- (b) Paternity/Partner Leave – Employee is primary care-giver for the duration of the leave
 - (i) up to 52 weeks unpaid paternity/partner leave where the Employee has less than 12 months continuous service, or eligible casual employee, at the time of commencing leave, and provided that such leave must end within 24 months of the date of the birth of the child;
 - (ii) up to three (3) years unpaid paternity/partner leave, provided that such leave must end within 36 months of the date of the birth of the child and the Employee has completed 12 months of continuous service at the time of commencing leave;
 - (iii) To be entitled to paternity/partner leave under sub-clause (i) or (ii), an Employee must give the Employer the following notice and evidence:
 - A. not less than 10 weeks before the intended date of commencement of leave written notice of the dates on which he or she proposes to start and finish the period of paternity/partner leave;

- B. a statutory declaration stating the Employee intends to be the child's primary care-giver at all times while on paternity/partner leave; and
 - C. as soon as reasonably practicable, a copy of the child's birth certificate.
- (iv) The Employee will not be in breach of paragraph (iii) if the failure to give the required period of notice is because of the birth occurring earlier than expected or any other compelling circumstance.
- (c) Where an Employee's child dies during a period of paternity/partner leave under paragraph 42.6(b)(i) or 42.6(b)(ii) the Employee may continue on leave for maximum period of 52 weeks from the date of commencement of leave, unless the Employee elects to resume duty, in which case the provisions of sub-clause 42.14 apply.

42.7 Adoption Leave

Subject to the requirements of this sub-clause, an employee may access the following adoption leave entitlements:

- (a) Pre-Adoption Leave - To attend interviews or examinations required to obtain the adoption approval
 - (i) Subject to the notice and evidence requirements set out in sub-clauses (a)(iii) and (iv), an Employee, eligible casual employee or casual employee who is adopting a child is entitled to up to two (2) days unpaid leave to attend any interviews or examinations required to obtain the adoption approval, which may be taken together or as separate periods.
 - (ii) The leave may be taken as:
 - A. a single continuous period of up to two (2) days; or
 - B. any separate periods to which the employee and CEO agree.
 - (iii) Notice and evidence requirements:
 - A. the notice must be given to the CEO as soon as practicable (which may be a time after the leave has started); and
 - B. the notice must advise the CEO of the period, or expected period, of the leave.
 - (iv) An employee who has given his or her CEO notice of the taking of unpaid pre-adoption leave must, if required by the CEO, provide evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as required in order to obtain approval for employee's adoption of a child.

- (b) Adoptive Leave - an Employee is nominated as the primary carer at the time of initial placement of the child:
- (i) up to 52 weeks unpaid leave, where the employee has less than 12 months continuous service, or eligible casual employee, at the time of commencing leave. Leave may commence at any time in the two (2) weeks before the date of placement and must end within 52 weeks of the date of the placement;
 - (ii) up to three (3) years leave, with the first 14 weeks to be paid, provided the employee has completed at least one (1) year and less than five (5) years continuous service at the time of commencing leave. Leave may commence at any time in the two (2) weeks before the date of placement and must end within 36 months of the date of the placement; or
 - (iii) up to three (3) years leave, with the first 18 weeks to be paid, provided the employee has completed at least five (5) years continuous service at the time of commencing leave. Leave may commence at any time in the two (2) weeks before the date of placement and must end within 36 months of the date of the placement.
 - (iv) where an Employee's qualifying period of 12 months continuous service referred to in paragraph (ii) ends within 14 weeks of the date on which the Employee commenced adoption leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
 - (v) where an Employee's qualifying period of five (5) years continuous service referred to in paragraph (iii) ends within 18 weeks of the date on which the Employee commenced adoption leave, paid leave will only apply for that part of the 18 week period commencing after the end of the qualifying period.
 - (vi) Employee must provide the notice and evidence requirements set out in (e).
- (c) Parental (Concurrent) Leave – initial placement of child – leave taken with employee's spouse
- (i) in the case of an Employee who has not completed 12 months continuous service, or an eligible casual Employee, at the time of commencing leave, up to eight (8) weeks unpaid adoption leave which can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave;
 - (ii) in the case of an Employee who has completed at least one (1) year and less than five (5) years continuous service at the time of commencing leave, up to eight (8) weeks adoption leave, including one (1) week paid leave, which can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave;
 - (iii) in the case of an Employee who has completed five (5) or more years continuous service at the time of commencing leave, up to eight (8) weeks adoption leave, including two (2) weeks paid leave,

which can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave;

- (iv) In the case of concurrent leave under paragraph (c)(i) to (iii):
 - A. Concurrent leave is to be taken when the employee's spouse is taking her paid or unpaid maternity leave in the first 12 months since date of placement of the child.
 - B. Unless the CEO agrees, leave must not start before the date of placement of the child.
 - C. Leave may be taken in separate periods, but unless the CEO agrees, each period must not be shorter than two (2) weeks.
 - D. The employee must give notice to the CEO at least:
 - I. 10 weeks before starting the leave, unless paragraph (II) below applies;
 - II. if the leave is to be taken in separate periods of concurrent leave, and the leave is not the first of those periods of concurrent leave, 4 weeks before starting the period of concurrent leave; or
 - III. if that is not practicable – as soon as practicable, which may be a time after the leave has started.
 - E. Concurrent leave is an exception to the requirement for parental leave to be available to only one parent at a time in a single unbroken period.

(d) Adoption (Partner) Leave – employee is nominated primary care-giver for the duration of the leave

- (i) up to 52 weeks unpaid adoption leave, where the Employee has less than 12 months continuous service, or eligible casual employee, and provided that such leave must end within 24 months of the date of placement of the child;
- (ii) up to three (3) years unpaid adoption leave, where the employee has completed more than 12 months continuous service, and provided that such leave must end within 36 months of the date the placement.

(e) To be entitled to adoption leave under sub-clause (b) or (d), an Employee must give the employer the following notification and evidence:

- (i) written notification of the intention to apply for adoption leave as soon as is reasonably practicable after receiving notice of the approval of the placement of the child;
- (ii) written application stating the dates on which the Employee proposes to start and finish the period of adoption leave not less than 10 weeks before the first day of the proposed leave in the case

of adoption leave taken under paragraphs (b)(i) to (b)(iii) and (d)(i) to (d)(ii) to.

- (iii) before the Employee begins a period of adoption leave:
 - A. a statement from the adoption Agency stating the day when the placement is expected to start;
 - B. a statutory declaration stating that the Employee intends to be the child's primary care-giver at all times while on adoption leave.
- (f) The Employee will not be in breach of paragraph (e) if the failure to give the required period of notice is because the Employee is not given sufficient notice of the expected day of placement to enable compliance, or any other compelling circumstance.
- (g) Where an Employee has commenced a period of adoption leave and the adoption (b) or (d) is discontinued for any reason (including the death of the child), the entitlement to adoption leave may continue for maximum period of 52 weeks from the date of commencement of leave, unless the Employee elects to resume duty, in which case the provisions of sub-clause 42.14 apply.
- (h) Subject to the notice and evidence requirements set out in paragraph (e), where an Employee exercising adoption leave under paragraph (b)(i) to (iii) adopts another child during the period of leave, the employee can elect to commence another period of leave, in accordance with 42.7(b)(i), 42.7(b)(ii) or 42.7(b)(iii) from the date of placement of the child relating to the second adoption.

42.8 Combined Parental Leave

- (a) An Employee Couple (as defined in sub-clause 42.2(e)), provided each satisfies the service requirements, may elect to combine their parental leave entitlements provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three (3) years from the commencement of the leave;
- (b) Combined Parental Leave is subject to:
 - (i) provision of all applicable notice and evidence requirements under this clause;
 - (ii) Clause 42.14 (a), where the birth giver may not return to work any less than six (6) weeks after the date of birth of the child except where the employee provides a medical certificate stating that she is fit for work during the period.
 - (iii) concurrent leave being used by the Employee Couple for a maximum of eight (8) weeks and in accordance with concurrent leave provisions set out in sub-clause 42.6(a)(iv) and 42.7(c)(iv);
 - (iv) the balance of the combined leave being used by the member of the Employee Couple who has submitted a statutory declaration in which he or she stated that he or she intends to be the primary caregiver for the total remaining unpaid leave balance;

- (v) a maximum of two (2) interchanges of Employees sharing the combined Parental Leave; and
- (vi) where an employee couple combine their paid leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, the employee shall be paid at his/her salary for the period of leave.

42.9 Parental Leave at Half Pay

- (a) An Employee who is entitled to paid parental leave under this clause may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.
- (b) Where an Employee applies to extend the period of paid leave under paragraph (a):
 - (i) Leave entitlements will accrue as if the Employee had utilised the amount of parental leave at full pay;

For example, if an Employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the Employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay.
 - (ii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay; and
 - (iii) unless otherwise approved by the CEO under this clause, the maximum period of parental leave will not be extended.

42.10 Access to Other Leave Entitlements While on Parental Leave

- (a) An Employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
- (b) Where an Employee on parental leave accesses other leave entitlements under sub-clause (a), the taking of that other paid leave:
 - (i) does not break the continuity of the period of parental leave; and
 - (ii) the maximum period of parental leave will not be extended.

42.11 Employment While on Parental Leave

- (a) With the exception of 'keeping in touch days' under (b) and subject to the CEO's approval, an Employee on unpaid parental leave may return to duty for any period with the Agency, or another Agency.
- (b) Keeping in touch days
 - (i) An employee may agree to attend the workplace on up to ten (10) separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc) provided that:

- A. an employee will be paid his or her normal salary for the day's (or part day's) work performed for the purpose of a keeping in touch day; or
 - B. an employee who performs work under paragraph (b)(i) during a period of paid parental leave will be paid his or her normal salary for the day's (or part day's) work performed and the CEO will authorise the equivalent period of paid parental leave to be re-credited.
- (ii) After considering all the circumstances, including any duty performed under paragraph (a), the CEO may approve an amount of keeping in touch days in excess of the amount specified in paragraph (b)(i).
- (c) An Employee on parental leave without pay may engage in outside employment in accordance with the PSEM Act.
- (d) Employment under paragraphs (a), (b) or (c) above will not:
- (i) Prevent the Employee from re-commencing parental leave; or
 - (ii) Extend the maximum period of parental leave.

42.12 Communication During Parental Leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the CEO will take reasonable steps to:
- (i) Make information available in relation to; and
 - (ii) Provide an opportunity for the Employee to discuss, any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee will take reasonable steps to inform the CEO about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis in accordance with sub-clause 42.14(b).

42.13 Extended Period of Parental Leave

(Note: An employee who has initially taken three (3) years parental leave is not entitled to extend his or her parental leave under this clause.)

- (a) An Employee who has commenced his or her nominated parental leave period under sub-clause 42.4(a), 42.6(b)(i), 42.6(b)(ii), 42.7(b)(i), 42.7(b)(ii), 42.7(b)(iii), 42.7(d)(i) or 42.7(d)(ii) and provided that the initial nominated parental leave period is less than 12 months, may extend at his or her discretion the initial nominated parental leave on one occasion to provide a total of up to 12 months parental leave since commencement of leave, by

giving the Employer at least four (4) weeks notice before the end of the initial leave period;

- (b) Where an employee has accessed his or her right to extend parental leave on one occasion under paragraph (a) and the employee intends to request a further period of parental leave, or where an employee's initial nominated parental leave period was 12 months or more (but less than three (3) years) and the employee intends to request a further period of parental leave, an employee may request to, subject to CEO approval and notice periods set out in paragraph (c), extend parental leave as follows:
- (i) In relation to leave (up to 52 weeks) taken under sub-clause 42.4(a)(i), 42.6(b)(i), 42.7(b)(i) or 42.7(d)(i):
- A. Where an employee's extension under paragraph (a) results in the Employee's total period being less than 12 months, a further extension up to a total of 52 weeks.
 - B. Where an employee has completed 52 weeks parental leave, to extend parental leave by up to a further 52 weeks.
 - C. An employee cannot extend the period of parental leave beyond 24 months after the date of birth or day of placement of the child.
- (ii) In relation to leave (up to three (3) years) taken under sub-clause 42.4(a)(ii), 42.4(a)(iii), 42.6(b)(ii), 42.7(b)(ii), 42.7(b)(iii) or 42.7(d)(ii):
- A. Where an employee's extension under paragraph (a) results in the employee's total period being less than 12 months – a further extension up to a total of three (3) years.
 - B. Where an employee's subsequent extension in paragraph A. results in the employee's total period being less than three (3) years – a further extension up to a total of three (3) years.
 - C. An employee cannot extend the period of parental leave beyond three (3) years after the date of birth or day of placement of the child.
- (c) An employee must give the CEO a written request to extend parental leave at least:
- (i) four (4) weeks before the end of the nominated period where employee has been on parental leave for a period up to 52 weeks; or
 - (ii) 12 weeks where the employee has been on parental leave for a period in excess of 52 weeks.

- (d) Except for paragraph (a), the CEO's response to an employee's request to extend leave under this sub-clause will be in accordance with sub-clause 42.15.
- (e) Any additional parental leave granted under this sub-clause will be unpaid.

42.14 Returning to Work After a Period of Parental Leave

- (a) An Employee on ordinary maternity leave may not return to work any less than six (6) weeks after the date of birth of the child except where the employee provides a medical certificate stating that she is fit for work during that period.
- (b) To assist in reconciling work and parental responsibilities, if agreed between the CEO and the employee, the employee may return to work on a part-time basis to care for the child who is of school age or younger, provided that such request is not made less than eight (8) weeks prior to the date that the employee is due to return to work. Responses to requests will be in accordance with sub-clause 42.15.
- (c) If agreed between CEO and the employee, an employee whose period of parental leave has started may reduce the period of parental leave. An application must be made at least:
 - (i) four (4) weeks before the end of the nominated period where employee has been on parental leave for a period up to 52 weeks; or
 - (ii) 12 weeks where the employee has been on parental leave for a period in excess of 52 weeks. Responses to requests will be in accordance with sub-clause 42.15
- (d) Unless otherwise provided under this sub-clause an Employee must give the CEO written notice of the date on which he or she intends to return to work following a period of parental leave as follows:
 - (i) four (4) weeks where the Employee has been on parental leave for a period of up to 52 weeks; or
 - (ii) 12 weeks where the Employee has been on parental leave for a period in excess of 52 weeks.
- (e) An Employee returning from a period of up to 24 months' parental leave is entitled to the position which he or she held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an Employee who:
 - (i) was transferred to a safe job under sub-clause 42.4(i) or 42.4(m) prior to commencing leave, to the position held immediately prior to such transfer; or
 - (ii) was promoted to a new position during the period of parental leave, to the new position.

42.15 CEO's Consideration of Employee's Request

In relation to an employee's request made under sub-paragraph 42.13(b), 42.14(b) or 42.14(c):

- (a) The CEO will consider the request and respond in writing within 21 days having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.

Reasonable business grounds include, but are not limited to:

- excessive cost of accommodating the request;
- that there is no capacity to reorganise work arrangements of other employees to accommodate the request;
- the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;
- that there would be significant loss of efficiency or productivity;
- that there would be a significant negative impact on customer service.

- (b) The Employee's request and the CEO's decision in respect of the request must be recorded in writing.

42.16 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred to perform the work of another Employee who is going to take, or is taking parental leave.

- (b) Before an Employer engages a replacement Employee the Employer must inform that person:

- (i) of the temporary nature of the employment;
- (ii) of the return to work rights of the Employee who is being replaced; and
- (iii) of the rights of the Employer to require the employee taking parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

42.17 Effect of Parental Leave on Service

- (a) A period of parental leave does not break an Employee's continuity of service.
- (b) Subject to paragraph (d) below, any period of paid parental leave, including paid leave as a result of access to accrued entitlements under sub-clause 42.10 will count as service.

- (c) Subject to paragraph (e) below, any period of unpaid parental leave will not count as service.
- (d) Where any Employee elects to take paid parental leave at half pay in accordance with sub-clause 42.9, only the first 1 week, 2 weeks, 14 weeks or 18 weeks, whichever is applicable will count as service.
- (e) With the exception of any period during which the Employee is engaged in outside employment during normal working hours, the first 14 weeks or 18 weeks, whichever is applicable from the commencement of unpaid maternity, special maternity or adoption leave resulting from the application of sub-clause 42.4(b), 42.4(c), 42.5(f), 42.5(g), 42.7(b)(iv), and 42.7(b)(v), will count as service.

42.18 Superannuation Contributions during Period of Parental Leave

- (a) This provision is to provide Employer superannuation contributions benefits to female employees, with 12 months continuous service at the time of commencing parental leave, and who may take unpaid leave during the first six months of their parental leave.
- (b) An Employee who is either the birth giver or primary carer in the case of adoption leave, for the first six (6) months of parental leave will continue to receive Employer superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, for the first six (6) months of parental leave.
- (c) The maximum amount of Employer superannuation contributions provided under this sub-clause will be equivalent to the amount of Employer superannuation contributions the employee would have received had the employee not been on approved parental leave.

43. **COMPASSIONATE LEAVE**

43.1 For the purposes of this clause:

- (a) **“child”** – means an adopted, step, ex-nuptial or adult child;
- (b) **“de facto partner”** – means a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee;
- (c) **“immediate family”** – means a spouse, child, parent, grandparent, grandchild, or sibling of the employee or of a spouse of an employee; and
- (d) **“spouse”** – means a former spouse, de facto partner and former de facto partner.

43.2 The provisions of this clause apply to all employees, other than a casual employee, and replace all Schedule and By-law provisions relating to Bereavement Leave.

- 43.3 In the event of the death of, or a serious illness posing a threat to the life of an employee's immediate family or household member:
- (a) the Employee is entitled to three (3) days of paid compassionate leave, for each occasion. Such leave may be taken as a block of three (3) days, in broken periods of at least one (1) day, or as agreed between the employee and the Director or their delegate.
 - (b) a casual employee is entitled to two (2) days of unpaid compassionate leave for each occasion. Such leave may be taken as a block of two (2) days for each occasion, in broken periods of at least one (1) day or as agreed between the Employee and the Director.
- 43.4 The Director or their delegate may require an employee to produce documentary evidence of the need for compassionate leave.
- 43.5 In addition to the paid entitlement pursuant to sub-clause 43.3, the Director or their delegate may grant a period of unpaid compassionate leave once the entitlement to paid leave is exhausted.
- 43.6 An Employee must provide the CEO with notice of the taking of leave under this clause as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.

44. **LEAVE IN SPECIAL CIRCUMSTANCES**

- 44.1 An employee is not entitled to leave in special circumstances as a right.
- 44.2 The Director or delegate may grant an employee leave in special circumstances on full pay for any period or periods, but any days over three (3) working days in any year of service granted in accordance with this clause will be deducted from the employee's next recreation leave credit. Provided that the period of leave sought is not in excess of three (3) working days; the Director or delegate will not unreasonably withhold the granting of leave.
- 44.3 Other leave
- (a) Subject to this sub-clause, the Director or their delegate may, if satisfied that there is sufficient cause, grant an employee leave without pay.
 - (b) Leave granted pursuant to this sub-clause will not count as service for any purpose.
 - (c) An employee will not be granted leave pursuant to this sub-clause for the purposes of:
 - (i) engaging in employment outside the public sector, except where appropriate approval has been granted under the *PSEM Act*; or
 - (ii) study.
 - (d) An employee granted leave under this sub-clause is not permitted to access to accrued entitlements or any condition of service during leave without pay.

45. **LONG SERVICE LEAVE**

- 45.1 The period of long service leave that accrues to an employee is 4/10 of a month on full pay or 8/10 of a month on half pay for each completed year or fraction of a year of service.
- 45.2 With the exception of the provision of 45.1 all other conditions relating to long service leave are contained in By-law 8. Provided that, a current employee will not be disadvantaged by the operation of this clause.
- 45.3 Salary for the purpose of long service leave includes an employee's annual salary if the employee or their dependents remain in the Northern Territory during the period of leave, the NTA, and any other allowance to which the employee was entitled at the commencement of their long service leave and which, in the opinion of the Director or their delegate, should continue to be paid.
- 45.4 For the purposes of By-law 8, the minimum period of long service leave an employee may be granted is seven (7) calendar days.

PART 5 – RECRUITMENT, PROMOTION AND DEVELOPMENT

46. **RECRUITMENT, PROMOTION AND LATERAL ENTRY**

- 46.1 Where the Director or delegate has had little notice of a fixed period vacancy which requires filling, that fixed period vacancy may be advertised by circular within the NTFRS, rather than by insertion of the fixed period vacancy notice in the *Fire Gazette*.
- 46.2 The recruitment and promotion of employees by the NTFRS will be conducted in accordance with *PSEM Act* and subordinate legislation which provide for recruitment and promotion on merit. Merit is currently defined in the *PSEM Act* as “the capacity of the person to perform particular duties, having regard to the person’s knowledge, skills, qualifications and experience and the potential for future development of the person in employment in the public sector”. Merit is determined through a fair and transparent assessment process based on the stated principles of merit, natural justice, human resource management and conduct.
- 46.3 The recruitment and promotion of non-NTFRS applicants for operational Firefighter or Station Officer positions will continue to only occur if there is no suitably qualified applicant from the NTFRS. Provided that, “suitably qualified” means having the rank qualifications and satisfying the merit principle and selection criteria for the position at interview, and satisfying the interview panel in relation to referee and other checks supportive of appointment to the rank and position.
- 46.4 Assessment and appointment of non-NTFRS applicants will be in accordance with Attachment C – Lateral Entry Policy.

47. **TRAINING AND DEVELOPMENT**

47.1 The parties continue to adopt the approved PSTP system for the NTFRS as the standard for both personal development and career progression for all ranks.

- (a) the parties acknowledge the critical role training has in developmental opportunities in the NTFRS.
- (b) the training needs of an employee will be met through the application of the PSTP competencies and other recognised leadership or developmental programs.
- (c) an employee's training needs will be progressively assessed to meet the PSTP requirements.
- (d) the review of an employee's training needs will be conducted annually using their Personal Development Plan.
- (e) a review committee will meet annually to determine the effectiveness of the training program. The committee will include employee representatives, management and Training and Development staff.

47.2 The parties agree that training and staff development will be:

- (a) planned and budgeted for;
- (b) part of an NTFRS integrated "Human Resource Development, Management and Equal Employment Opportunity Strategy";
- (c) relevant to the stated outcomes in the NTFRS Strategic or Business Plans and the NTFRS Training Plan;
- (d) an important part of the successful operation of the NTFRS redeployment and retiring framework; and
- (e) an important component of increased productivity and continuous improvement throughout the NTFRS.

47.3 The Director or their delegate may direct an employee to carry out such duties (including drills and training) as are within the limits of the employee's skills, competence and training, consistent with the classification structure of this Agreement; provided that, such duties are not designed to promote de-skilling.

47.4 The Director or their delegate may direct an employee to carry out such duties and use such tools, equipment and/or techniques as may be required provided that the employee has been properly trained in the use of such tools, equipment and/or techniques.

47.5 The Director or their delegate may direct an employee to undertake refresher training relevant to the employee's rank and position in respect of:

- (a) appliance driving and operation;
- (b) fire fighting and rescue skills and techniques;

- (c) operation and maintenance of personal protective equipment (breathing apparatus, protective suits, etc.), detection devices, and rescue equipment; or
- (d) specialist functions relevant to that member's current duties.

48. **TRAINING, DEVELOPMENT AND CAREER PATH FOR STATION OFFICERS AND SENIOR STATION OFFICERS**

- 48.1 A career path for Station Officers, Senior Station Officers and District Officers has been agreed by the parties.
- 48.2 So that no Station Officer, Senior Station Officer or District Officers promoted since the introduction of the 1993 career path is disadvantaged during the period when the new competencies are being introduced, current employees at the Station Officer, Senior Station Officer or District Officers are eligible to apply for and be promoted to any vacancy at the Senior Station Officer or District Officer level on an equal basis.
- 48.3 For Station Officers, Senior Station Officers and District Officers promoted since the introduction of the 1993 career path, a skills gap analysis of the employee's qualifications, for their current substantive rank, will be offered on a voluntary basis after the completion of the translation of the PSTP competencies into the new career path for Senior Station Officers and District Officers.
- 48.4 Where a gap is identified, Station Officers, Senior Station Officers and District Officers will be advised of the gap and be offered a training program to address the gap over a 24 month period.
- 48.5 Where a Station Officer, Senior Station Officer or District Officers declines the opportunity for a skills gap assessment to be conducted, the officer will retain their 1993 Career path competencies and rank, but will not be eligible to compete for promotion to the next rank until they attain the new career path competencies for the that next rank.
- 48.6 An employee who has been promoted to the rank of District Officer since the introduction of the 1993 career path can voluntarily apply for a skills gap analysis to be conducted and can access training programs to address any identified gap.
- 48.7 The mapping and skills gap analysis will be conducted by an independent assessor.

49. **DISTRICT OFFICER DEVELOPMENT**

- 49.1 Career development for District Officers is a joint responsibility between the Northern Territory Fire Rescue Service (NTFRS) and the individual officer. The NTFRS is committed to the ongoing career and personal development of all employees.
- 49.2 Opportunities for an officer's development will be negotiated on a case by case basis depending on the aspirations of the officer concerned and the requirements of the NTFRS. Career development opportunities and will be recorded in the officer's Personal Development Plan.

50. **EMPLOYEE FITNESS TRAINING**

- 50.1 In order to provide and maintain a healthy and safe workplace, the NTFRS will provide an employee who wishes to use NTFRS provided fitness and gym equipment with

appropriate training to ensure that they have suitable instruction in the correct use of the equipment supplied.

- 50.2 Upon satisfactory completion of training, the employee is required to agree to the conditions of use for the equipment. An employee is not permitted to use the equipment without satisfying the NTFRS that they are both capable of safely using the equipment and are medically fit to use the equipment.
- 50.3 The NTFRS will properly maintain and, where necessary, replace the fitness and gym equipment.

PART 6 – TRANSFERS

51. TRANSFER BETWEEN SHIFTS AND CENTRES

51.1 Employee Voluntary Transfer

An employee may apply to transfer from day work to shift work or vice versa. Approval of such an application by the Director or their delegate will be dependent on:

- (a) the needs of the service; and
- (b) the career development of the applicant.

Where an employee voluntarily transfers and the duration is to be negotiated, the maximum period of two (2) years for transfers may be waived if the employee and the Director or their delegate agree to a variation. The negotiated term may be reduced to the duration, as determined by the Director or their delegate, if the transfer is no longer in the best interests of the NTFRS.

51.2 Compulsory Transfers

The Director or their delegate may transfer members of the same rank through various duties within NTFRS for an appropriate purpose and for a specified period.

Within a Centre – Within Darwin and Alice Springs Only

- (a) An employee may be transferred from day work to shift work or vice versa within a centre to meet a foreseen organisational requirement or for the employee's career development.
- (b) The employee will be notified not less than six (6) calendar weeks prior to the transfer. However, by agreement with the employee, the employee may take up the transfer at any time agreeable to both parties following notification.
- (c) At the conclusion of the transfer period or 12 months, whichever comes sooner, the employee will be reinstated to their previous position.

Between Centres

- (d) Compulsory transfers between centres will only occur after all avenues to fill vacant positions through voluntary transfer and lateral entry have been exhausted.
- (e) Where an employee is transferred from day duty to shift duty or vice versa, the following will apply:
 - (i) the Director or their delegate will determine the duration of the transfer which may be any period up to a maximum of two (2) years; and
 - (ii) where a transfer is to take place and it is not possible to give a precise duration, the matter is to be negotiated with a view to determining a mutually agreed duration; and
 - (iii) it's intended that an employee on the completion of the period of transfer will be returned to shift duty or day duty, as the case may be, if the employee concerned so requests. Where the Director or their delegate believes that this is not appropriate, prompt consultation will take place with the employee concerned and with the employee representative if the employee so requests, prior to the expiration of the period of transfer; and
 - (iv) the Director or their delegate will provide written notice of not less than three (3) months prior to the transfer. The notification will include the reason for the transfer and an indication of the duration. The three (3) months notification period may be waived with the full agreement of the employee being transferred; and
 - (v) an employee may appeal to the Commissioner under the *PSEM Act* in writing setting out the grounds for their appeal; and
 - (vi) any employee who is the subject of a transfer within the meaning of this clause, will not be transferred again for a period of two (2) years. The two (2) years may be waived with the agreement of the employee concerned.

Unforeseen Circumstances

The Director or their delegate may, in consultation with the affected employee and their representative, transfer the employee to day work or shift work, within a centre, for a period not exceeding six (6) months. The employee will be given not less than 4 days notice.

52. TRANSFER EXPENSES BETWEEN CENTRES

The NTFRS agrees to meet all reasonable costs directly associated with transfers between Centres, including uplift, down lift and storage costs. All entitlements

associated with transfers between Centres are detailed in the NTFRS Transfer Package.

53. ALLOWANCE FOR TRANSFER EXPENSES

An employee on permanent transfer is entitled to reimbursement of expenses pursuant to By-laws 27 and 28.

PART 7: GENERAL CONDITIONS

54. TRACK STATIONS

54.1 The following locations are designated as Track Stations:

- (a) Nhulunbuy
- (b) Jabiru
- (c) Katherine
- (d) Tennant Creek
- (e) Yulara

54.2 An employee based in a Track Station will be provided with housing of a reasonable standard. A Track Station employee, with the exception of an employee based in Katherine, will receive NTPS remote locality benefits where eligible, including subsidy for electricity consistent with the NTPS (Attachment B) and Fares Out of Isolated Localities or as determined by *PSEM Act*.

54.3 Rank – Station Officers Undertaking Track Station Duty

- (a) the Officer in Charge of a Track Station holds the rank of Station Officer.
- (b) as an attraction and retention initiative, and as an Officer in Charge Allowance for the duration of the Track Station posting, the Station Officer will be paid an allowance of the difference between the Senior Station Officer rate and the Station Officer rate.
- (c) the Officer in Charge allowance will count as salary for all purposes.

54.4 Rank – Leading Fire Fighter undertaking Track Station Duty

- (a) A Leading Fire Fighter at a track station will be paid an Attraction and Retention Allowance of \$6000 per annum for performing additional duties.
- (b) The allowance will be paid on all forms of paid leave except Long Service Leave. The allowance will be paid on Long Service Leave where a Leading Fire Fighter has served a minimum of five (5) years continuous service at a track station.

- (c) The allowance will not be paid where a Leading Fire Fighter at a track station is acting as Officer in Charge of a track station and receives the Officer in Charge allowance.

54.5 Arrangements for Two Employee Track Stations

- (a) where a Track Station has two (2) employees, the second employee will be a Leading Firefighter.
- (b) when relieving the Station Officer (OIC) at a Track Station, the Leading Firefighter will be paid at the Officer in Charge rate.

55. **MINIMUM STAFFING LEVELS OF APPLIANCES**

55.1 For the life of this Agreement, the minimum staffing of appliances for:

- (a) Darwin, Palmerston, Marrara and Berrimah Fire Stations will be 22, plus a Watch Commander; and
- (b) Alice Springs Fire Station will be six (6).

55.2 Should it be found that the current standard operating procedures do not address emerging trends and requirements of the NTFRS, the NTFRS agrees to consult employees and the recognised parties in the development of suitable standard operating procedures for the staffing of appliances.

56. **PAID MEETINGS**

- 56.1 Where an authorised NTFRS employee attends, in their own time, meetings arising out of the implementation of this Agreement or other work related meetings authorised by the Director or their delegate, the employee will receive ordinary time rates of pay or equivalent time in lieu, to be taken at a time agreed between the Director or their delegate and the employee, equal to the time of such attendance.
- 56.2 All reasonable steps will be made by the NTFRS to arrange the meetings referred to in sub-clause 56.1 while the relevant employee is on shift.
- 56.3 A relevant employee on duty will, wherever practicable, be relieved from operational duty to attend meetings referred to by this clause.

57. **WORK LIFE BALANCE**

57.1 Work Life Balance Initiatives

The NTFRS is committed to providing an employee with flexibility to assist in balancing their work and life commitments. The following initiatives may be accessed by all employees, except casual employees:

- (a) flexible working hours;
- (b) home-based work (for day duty employees);

- (c) job sharing;
- (d) part-time work;
- (e) career breaks;
- (f) part-year employment; and
- (g) short term absences for family and community responsibilities.

57.2 General Principles in Relation to Work Life Balance Initiatives

When considering applications from an employee wishing to access the initiatives specified in sub-clause 57.1, the Director or their delegate must ensure that:

- (a) NTFRS operational requirements are met and services to the public are not disrupted; and
- (b) the employee fulfils the criteria outlined in this clause; and
- (c) fair and reasonable consideration is given to employee applications; and
- (d) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other employees.

57.3 The Director or their delegate must provide written reasons for a decision where an employee's application is refused.

57.4 The Director or their delegate may establish internal procedures for assessing an employee's application, which must not be inconsistent with the provisions of this clause.

57.5 An employee accessing the initiatives provided under this clause will continue to have the same opportunities in relation to access to training and development, information and meetings, as other employees.

57.6 An employee accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the *PSEM Act* and clause 15 of Employment Instruction 13 (NTPS Code of Conduct).

57.7 In addition to the general principles contained in this clause, access to the initiatives above must be in accordance with any relevant workplace agreement provisions, guidelines or policies.

57.8 Right to Request Flexible Work Arrangements to Care for a Child

- (a) An Employee, including an eligible casual Employee, who is a parent, or has responsibility for the care of a child may request the CEO for a change in work arrangements to assist the Employee to care for the child if the child:
 - (i) is under school age; or
 - (ii) is under 18 years of age and has a disability.

- (b) The request must:
- (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the request.
- (c) The CEO must:
- (i) give the Employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
 - (ii) the CEO may refuse the request only on reasonable business grounds; and
 - (iii) if the request is refused, provide details of the reasons for the refusal.
- (d) An 'eligible casual Employee' is defined under the Parental Leave provisions of this Agreement (clause 42.2(d)).

57.9 Specific Groups of Employees

- (a)
- (i) In accordance with the FW Act, where an Employee, including an eligible casual Employee, is making a request to change his or her working arrangements because certain circumstances, as set out paragraph (ii) below, apply to them and the Employee would like to change his or her working arrangements because of those circumstances, the requirements of this sub-clause will apply.
 - (ii) The following are the circumstances, the Employee:
 - is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - is a carer (within the meaning of the Carer Recognition Act 2010);
 - has a disability;
 - is 55 or older;
 - is experiencing violence from a member of the Employee's family;
 - provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.
- (b) The Employee's request must:
- (i) be in writing; and
 - (ii) set out details of the change sought and the reasons for the request.

- (c) The CEO must:
- (iii) give the Employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
 - (iv) Only refuse the request on reasonable business grounds as set out in paragraph (d); and
 - (v) If the request is refused, provide details of the reasons for the refusal.
- (d) For the purposes of paragraph (iv) reasonable business grounds includes, but are not limited to:
- that the new working arrangements would be too costly for the Employer;
 - that there is no capacity to change the working arrangements of other Employees to accommodate the request;
 - that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the request;
 - that there is likely to be a significant loss in efficiency or productivity;
 - that there is likely to be a significant negative impact on customer service.
- (e) An 'eligible casual Employee' is defined under sub-clause 42.2(d) (Parental Leave).

PART 8: PROCEDURAL MATTERS

58. OCCUPATIONAL HEALTH AND SAFETY

- 58.1 The parties to this Agreement are committed to achieving and maintaining a safe and healthy work environment, and to ensuring compliance with the requirements of the *Workplace Health and Safety Act 2007* or any superseding legislation.
- 58.2 The Director acknowledges the commitment to achieve and maintain a safe and healthy work environment and will take all reasonably practicable measures to prevent accidents and injuries in the workplace, and to promote the health, safety and welfare of employees.
- 58.3 An employee must take all reasonably practicable steps to ensure their own safety while at work, and to ensure that no action or inaction while at work causes harm to any other person.

59. PREVENTING HARASSMENT AND BULLYING IN THE WORKPLACE

- 59.1 All parties to this Agreement acknowledge the commitment to achieve and maintain a safe and healthy work environment and will take all reasonably practicable steps to prevent harassment and bullying in the workplace.

59.2 All parties to this Agreement acknowledge the NTPS Code of Conduct. Pursuant to the Code, an employee must behave in a professional manner in carrying out their duties and treat colleagues, supervisors and others in the workplace with courtesy, dignity and respect at all times.

59.3 An employee who is aggrieved by their treatment in employment may seek a review under section the *PSEM Act*.

60. **COMMITMENT TO EMPLOYEE SUPPORT SERVICES**

60.1 NTPFES Employee Support Services provide a professional and confidential information and counselling referral service to all current and retired employees of the NTFRS, including volunteers, public sector staff, and families where appropriate.

60.2 Psychologists from Employee Support Services provide services free of charge to NTFRS employees and provide referrals to other support services where required. The cost of external services is met by NTPFES Employee Support Services. All psychologists employed by NTPFES are registered with the NT Psychologists Registration Board and abide by the relevant Code of Ethics.

60.3 An employee has access to an on-call psychologist on a 24-hour basis, 7 days per week.

61. **MEDICAL AND HEALTH MONITORING**

61.1 During the life of this agreement the NTFRS, in conjunction with the NTFRS Occupational Health and Safety Committee, will continue to develop a policy and procedures in relation to voluntary medical and health monitoring.

61.2 The system will be designed to monitor the medical condition of NTFRS employees to ensure that any actual or potential health threats or hazards are identified and remedies to mitigate any actual or potential medical and health problems are introduced and implemented. Exposure to harmful substances or chemicals i.e. asbestos, will be recorded.

61.3 Subject to Government endorsement, NTFRS will continue to participate in the proposed national longitudinal study to be commissioned by the Australasian Fire and Emergency Service Authority Council (AFAC) using Monash University. This long term study will aim to establish whether there is any relationship between fire-fighting and cancer, respiratory and/or heart disease.

PART 9: FUTURE DIRECTIONS AND ONGOING CONSULTATION

62. **MANAGEMENT OF CHANGE**

62.1 The parties to this Agreement acknowledge that organisational and technological change is ongoing in the NTFRS and that good change management is necessary to further achieve efficiency and productivity and to make a better NTFRS.

62.2 The parties undertake, in good faith, to facilitate the process of change and reform by a co-operative approach to change management and by observing the following principles where substantial change is proposed:

- (a) managers are to have a clear understanding of the change required, are committed to it, allocate adequate resources to the process and have the skills to implement change effectively; and
- (b) NTFRS will identify to employees and their employee representative the reasons for change, identify the objectives to be achieved and provide a description of the resources allocated to the change process; and
- (c) the employee and their employee representative will properly and adequately resource and facilitate meaningful consultation as intended by this clause; and
- (d) there is a preparedness on the part of NTFRS to consult with an affected employee and their employee representative at appropriate and timely stages through the development of change strategies and processes; and
- (e) a work environment that increases information exchange, the involvement of employees, job satisfaction, continuous learning and training opportunities and health and safety will be promoted; and
- (f) fair and reasonable human resource management principles including fair and sensitive treatment and support facilities for a displaced employee, prompt resolution of problems and grievances, regard to the general well being of employees, including giving due attention to individual workloads will be observed; and
- (g) the change process will be monitored to ensure that, as far as possible, the outcomes match the objectives; and
- (h) processes and practices will aim to create a more positive, stable and harmonious industrial relations climate; and
- (i) where a large scale change and restructuring is proposed, prior consultation will occur. Where necessary or appropriate, the Redeployment and Redundancy provisions set out in Attachment A will apply; and
- (j) wherever possible, in making decisions that may result in substantial change in the NTFRS that affects employees, whether in relation to matters covered by this Agreement or in relation to broader matters, the Director or their delegate is committed to consulting with employees and their employee representative.

62.3 Consultation involves the following steps:

- (a) providing, as far as practicable, all relevant information to employees about impending changes to decisions or other matters that will effect them;

- (b) providing an opportunity for employees and employee representative, to put forward views, comments and suggestions on the matters including the opportunity to meet with employee representatives;
- (c) consideration of the views, comments and suggestions submitted; and
- (d) advising employees and employee representative of final decisions, explaining how the views expressed by employees and employee representative were taken into account.

63. PUBLIC SECTOR CONSULTATIVE COUNCIL (PSCC)

- 63.1 The parties to this Agreement agree to utilise the PSCC established under the *PSEM Act*.
- 63.2 The function of the PSCC is to consider matters of general interest in relation to the NTPS, which may include matters arising out of or in connection with this Agreement, that are referred to it by the Commissioner, and to make reports and recommendations on those matters to the Commissioner.
- 63.3 In the case of a matter referred to it, the PSCC will consider the necessary action required to address the issue, along with appropriate processes to implement such action.
- 63.4 Progress reports in relation to action referred to in sub-clause 63.3 will be provided at PSCC meetings, so that the PSCC is kept adequately informed of, and is able to deal with the particular matter, as effectively and efficiently as possible.
- 63.5 On the finalisation of the action referred to in sub-clause 63.3, the PSCC will consider all relevant issues and report on the particular matter. Any recommendations made by the PSCC in relation to the particular matter will be provided to the Commissioner, in writing, for consideration.
- 63.6 The Commissioner will advise the PSCC in writing of the outcomes of said consideration.
- 63.7 Matters for the PSCC must be referred through the Commissioner under the provisions of the *PSEM Act*.

64. REDEPLOYMENT AND REDUNDANCY

The Redeployment and Redundancy provisions as set out in Attachment A apply to the NTFRS.

65. OMITTED

66. **INDIVIDUAL FLEXIBLE WORKING ARRANGEMENTS**

66.1 The CEO and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the arrangement:

- (a) deals with one or more of the following matters of this Agreement:
 - (i) arrangements about when work is performed within the span of hours;
 - (ii) payment for overtime taken as pay or time off in lieu of payment.
- (b) meets the operational needs of the Agency;
- (c) is genuinely agreed to by the CEO and Employee;
- (d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;
- (e) must not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
- (f) results in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.

66.2 An Employee or CEO can initiate in writing a request for an individual flexibility arrangement.

66.3 The CEO must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the names of the Agency and Employee;
- (c) is signed by the CEO and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
- (d) includes details of:
 - (i) the terms of the agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the period of operation of the arrangement.

66.4 To take effect, the individual flexibility arrangement must be approved by the Commissioner and implemented via a Determination or other appropriate instrument and the CEO must give the Employee a copy of the Determination or other appropriate instrument within 14 days of the Commissioner's approval.

66.5 The Commissioner will not approve an individual flexibility arrangement unless the Commissioner is satisfied that the requirements of this clause have been met.

- 66.6 The CEO or Employee may terminate the individual flexibility arrangement:
- (a) by giving at least 28 days written notice to the other party to the arrangement;
or
 - (b) if the CEO and Employee agree in writing – at any time.
- 66.7 Where an individual flexibility arrangement has been terminated under sub-clause 66.6 the CEO shall inform the Commissioner in writing within seven (7) days of the termination date.
- 66.8 An Employee may choose to be represented by his/her nominated representative in relation to the development and implementation of individual flexible arrangements under this clause.

67. **NO INVOLUNTARY REDUNDANCIES AND SECURITY OF EMPLOYMENT**

- 67.1 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within the NTPS, the Parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.
- 67.2 The Commissioner supports certainty of employment through the appropriate application of the merit principle. The use of higher duties, fixed period employment and casual employment arrangements in the NTPS are appropriate in certain circumstances.
- 67.3 The CEO should carefully consider the status of an Employee who has been employed in the same position where:
- (a) A fixed period employment contract has been renewed on more than two occasions and the total period of continued employment is two (2) years;
 - (b) Higher Duty payments have been authorised in excess of two (2) years; or
 - (c) Casual employment has been utilised on a regular and systematic basis in excess of 12 months.
- 67.4 When considering the status of the Employee the CEO should also consider, amongst other things, the reasons for fixed period employment, higher duties or casual employment and whether that type of employment is appropriate in the circumstances.
- 67.5 The CEO may request the Commissioner to consider directly appointing or promoting the Employee utilising the powers of the Commissioner contained in the PSEM Act.

68. **RECOVERY OF OVERPAYMENTS AND RELOCATION COSTS ON CESSATION OF EMPLOYMENT**

- 68.1 Where an Employee, who has a financial debt to the Northern Territory Government in relation to his or her employment (eg: overpayment of salary and/or allowances), ceases employment before the debt is fully recovered, the balance of the debt owing may, at the discretion of the CEO, be offset against any final payments due as a result of the cessation of employment.

- 68.2 An agency is permitted to deduct relocation costs in certain circumstances.
- (a) The CEO may authorise a deduction from an Employee's final salary payment to recover relocation expenses associated with the recruitment of the Employee, if:
 - (i) the Employee is a fixed period employee and the employee terminates their contract of employment before the expiry of the contract; or
 - (ii) the Employee is an ongoing employee and the Employee terminates their contract of employment within 12 months of the start of the Employee's employment.
 - (b) Relocation expenses are expenses covered by By-law 27, Relocation Expenses - Appointment and Transfer.
 - (c) This clause will not apply in those circumstances in which:
 - (i) the CEO and the Employee mutually agree to terminate the contract of employment; or
 - (ii) the CEO decides that special circumstances apply.

SIGNATORIES TO THE NORTHERN TERRITORY PUBLIC SECTOR FIRE AND RESCUE SERVICE 2015 – 2018 ENTERPRISE AGREEMENT

SIGNATURES

.....

Craig John Allen
Commissioner for Public Employment
Office of the Commissioner for Public Employment

Address: GPO Box 4371
DARWIN NT 0801

Dated:

.....

Erina Early
Acting Northern Territory Branch Secretary
United Voice

Address: 38 Wood St
DARWIN NT 0801

Bargaining Representative of NTPS Fire Fighters

Dated:

ATTACHMENT A

NORTHERN TERRITORY PUBLIC SECTOR REDEPLOYMENT AND REDUNDANCY PROVISIONS

PART A – REDEPLOYMENT AND REDUNDANCY ENTITLEMENTS

1. DEFINITIONS

For the purpose of this Attachment

1.1 “potentially surplus employee” – means:

- (a) an employee who is in a class comprising a greater number of employees than is necessary for the efficient and economical working of the NTFRS; or
- (b) an employee whose services cannot be effectively used because of technological or other changes in the work methods of the NTFRS, or changes in the nature, extent or organisation of the functions of the NTFRS.

1.2 “**suitable employment**” - means employment agreed to be suitable by the Commissioner or the CEO and where requested by the employee, the relevant union, having regard to an employee’s:

- (a) skills / qualifications profile;
- (b) background and experience;
- (c) designation level;
- (d) salary level (the inclusion of allowances or loadings as salary, other than temporary promotion allowance, is at the discretion of the Commissioner);
- (e) expressed desires in respect of alternative employment;
- (f) retraining requirements; and
- (g) current work location.

1.3 “**service**” - means a period of continuous service with the NTPS, which includes service as a compulsory transferee as defined in accordance with By-law 45(1) of the *PSEM Act*.

Note that - an employee who is classified as a voluntary transferee and becomes or is likely to become redundant from the date of effect of this Agreement will, for all purposes of redeployment and redundancy, have their previous continuous service with the Commonwealth Government recognised. A voluntary transferee is an employee who was on leave without pay under the former Australian Public Service Regulation 61Q prior to 1 October 1987 to work for the NT Public Service, having prior continuous service with the Commonwealth Government.

1.4 “**union**” - means a trade union as defined in the *FW Act* and which is covered by this Agreement.

2. **FINDING OF OTHER EMPLOYMENT**

- 2.1 The CEO and the Commissioner will make every endeavour to place a potentially surplus employee in other suitable employment or arrange training for such employment.
- 2.2 In addition to any other action the CEO and/or Commissioner may have taken in the period before notice is given in accordance with clauses 3 or 5, the CEO and Commissioner will, during all such period of notice, make every endeavour to place the employee in other suitable alternative employment or arrange training for such alternative employment.

3. **NOTICE OF REDUNDANCY**

- 3.1 Where the Commissioner decides that redeployment of any potentially surplus employee is not feasible:
- (a) an employee is entitled to 6 months formal notice that they are surplus to the requirements of the service; or
 - (b) where an employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 12 months formal notice that they are surplus to the requirements of the service.
- 3.2 A surplus employee cannot be given notice under this clause if:
- (a) the employee has not been invited to elect for retrenchment in accordance with clause 4; or
 - (b) the employee has made an election for retrenchment and the Commissioner has refused to approve it.

4. **VOLUNTARY RETRENCHMENT**

- 4.1 Where an employee is unable to be placed in other suitable employment or retrained, the employee may be invited to volunteer retrenchment in accordance with this clause, subject to the Redeployment Procedures.
- 4.2 Where the Commissioner approves an election for retrenchment under this clause, the period of notice is 4 weeks subject to sub-clause 4.2. The period of notice for an employee over the age of 45 years is 5 weeks.
- 4.3 The employee may be retrenched at any time within the period of notice under sub-clause 4.2 where:
- (a) the Commissioner so directs or the employee so requests; and
 - (b) the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.
- 4.4 An employee retrenched in accordance with this clause is entitled to be paid a sum equal to 2 weeks salary including, where applicable, NTA:

- (a) For an employee with at least one (1) year but less than two (2) years: four (4) weeks salary;
- (b) For an employee with at least two (2) years service, but less than three (3) years service: six (6) weeks salary;
- (c) For an employee with at least three (3) years service, but less than four (4) years service: seven (7) weeks salary;
- (d) For an employee with four (4) years service and greater; two (2) weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum is 48 weeks' salary.

4.5 For the purpose of calculating payment under clause 4.4:

- (a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that they are a surplus employee, the salary level is the employee's salary in the higher designation at the date of notification;
- (b) where an employee has been paid a loading for shift work for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period will be counted as part of 'weeks salary'; and
- (c) the inclusion of other allowances which are in the nature of salary will be at the discretion of the Commissioner.

4.6 All recreation leave, long service leave and leave loading entitlements, including pro rata entitlements, will be paid in full.

4.7 An employee is entitled to all reasonable removal and relocation expenses. This entitlement should be used within 90 days after the date of retrenchment unless otherwise approved by the Commissioner.

4.8 An employee is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependents. This entitlement is in lieu of removal and relocation expenses in sub-clause 4.7.

4.9 The airfare entitlement referred to in sub-clause 4.8 must be used within 90 days after the date of retrenchment, unless otherwise approved by the Commissioner.

5. **NOTICE OF TRANSFER OR TERMINATION OF EMPLOYMENT**

5.1 An employee must be given 4 weeks formal notice that they will be transferred to a lower salary or employment will be terminated when:

- (a) the relevant period of notice in clause 3 has expired and the employee cannot be placed in other suitable employment;
- (b) the relevant period of notice in clause 3 has expired and the training for alternative employment cannot be arranged.

5.2 An employee over the age of 45 years is entitled to 5 weeks formal notice that they will be transferred to a lower salary or will be terminated from employment.

6. **LEAVE AND EXPENSES TO SEEK EMPLOYMENT**

For the purpose of attending employment interviews, an employee who has received notice in accordance with clauses 3 or 5 is entitled:

- (a) to reasonable leave with full pay; and
- (b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

7. **ELECTION TO TERMINATE EMPLOYMENT OR BE TRANSFERRED**

7.1 With the approval of the Commissioner, an employee who has received notice in accordance with clauses 3 or 5 may elect to terminate employment or be transferred before the expiry date of the notice period. The date elected then becomes the date of termination of employment or transfer.

7.2 Where the Commissioner approves an election to terminate employment, the employee will be entitled to receive payment in lieu of salary for the unexpired portion of the notice period. This payment includes NTA where it's applicable.

7.3 An employee who has declined an invitation to volunteer retrenchment prior to clauses 3 and 5 being invoked, is not entitled to receive a greater payment under sub-clause 7.2 than the employee would have been entitled to receive had they elected to be voluntarily retrenched.

8. **PROVISION OF INCOME MAINTENANCE**

An employee will be able to receive maintenance of income payments in accordance with clauses 9, 10 and 11 where their employment is terminated or where they have been transferred to a lower designation and salary.

9. **CALCULATION OF INCOME MAINTENANCE PAYMENTS**

9.1 Income maintenance payments are calculated as follows:

- (a) where an employee is unemployed, an amount equivalent to their salary level at the date of termination of employment less the amount, if any, of unemployment benefits; or
- (b) where an employee obtains employment, the amount, if any, necessary to bring their salary at the lower level up to the salary level at the date of the transfer or termination of employment.

9.2 Where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date which they received notice under clause 3, the employee's salary, for the purposes of this clause, is that received at the higher designation at the date of receiving notice.

9.3 The inclusion of allowances or loadings as salary, other than temporary promotion allowance, is at the discretion of the Commissioner.

9.4 The appeal procedure prescribed by clause 15 is available to settle disputes under this clause.

10. **RETENTION OF EMPLOYEE DURING NOTICE PERIODS**

An employee is entitled to be retained as an employee for the notice periods referred to in clauses 3 and 5 provided that where their employment is terminated during either of the notice periods pursuant to clause 7, they are entitled to receive maintenance of income payments, if any, for the balance of the relevant notice period; and if the employee's circumstances so require.

11. **REFUSAL OF SUITABLE EMPLOYMENT OR TRAINING**

Where an employee becomes unemployed, they will not be eligible to receive maintenance of income payments if they refuse offers of suitable employment or suitable training.

12. **MOVING HOUSEHOLD**

An employee is entitled to all reasonable expenses associated with moving their household to a new location if, in the opinion of the Commissioner, the transfer is necessary to enable the employee to take up alternative employment.

13. **USE OF ACCUMULATED PERSONAL LEAVE**

13.1 The periods of notice under clauses 3 and 5 will be extended by any periods of certificated personal leave taken during such periods.

13.2 An employee who, at the date of termination or transfer, has accumulated personal leave credits is entitled to receive maintenance of income payments in respect of loss of income through sickness until such time as those accumulated personal leave credits have been exhausted, provided that:

- (a) the rate of payment will be as set out in clause 9;
- (b) the entitlement to maintenance of income payments under this sub-clause:
 - (i) will not exceed 6 months leave credits;
 - (ii) will not apply to uncertificated absences;
 - (iii) the period for which maintenance of income payments are paid under clause 10 will be extended by the period or periods for which payments are made under this sub-clause; and
 - (iv) access to personal leave credits is available only during the period of income maintenance.

14. **COMPENSATION FOR LOSSES, ETC**

An employee who is eligible for the payment of maintenance of income is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of their transfer or termination of

employment which in the opinion of the Commissioner were brought about by the termination of employment or transfer.

15. **RIGHTS OF APPEAL**

15.1 A surplus employee will have the right of appeal to the Commissioner against any administrative decision made in relation to their eligibility for benefits under these provisions or in relation to the amount of those benefits.

15.2 The appeal is to be referred to an independent committee which must report its findings to the Commissioner and provide a recommendation for appropriate action.

15.3 This entitlement does not affect the employee's rights under the FW Act.

16. **SUBSTITUTION OR OTHER PROVISIONS**

Where the Commissioner and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to an employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

17. **EXEMPTION**

These provisions do not apply to those term or contract employees employed under section 34 of the *PSEM Act*, unless otherwise agreed between the Commissioner and the relevant union.

PART B - Redeployment and Redundancy Procedures

Preamble

These procedures cover all situations where employees are identified as potentially surplus. Where large numbers of potentially surplus employees require redeployment as a result of major restructuring or major organisational change the Management of Change Procedures under this Agreement will be followed.

The following procedures should be considered in conjunction with Part A - Redeployment and Redundancy Entitlements, Part 6 and Employment Instruction Number 1 of the *PSEM Act*. These procedures do not apply to an employee who in accordance with the *PSEM Act*, is unable or unfit to perform in their normal position or field of work, and requires assistance with redeployment.

18. **AGENCY ACTION – WHEN AN EMPLOYEE IS IDENTIFIED AS BEING POTENTIALLY SURPLUS**

18.1 Advice to the employee

When the Agency identifies an employee as being potentially surplus to its staffing requirements, the following action will take place:

- (a) the CEO must advise the employee in writing of the following:
 - (i) the employee's potentially surplus status with the Agency, the reason therefore, and include copies of this Schedule;
 - (ii) whether or not the Agency is likely to permanently place the employee within the next 3 to 6 months;

- (iii) a request to arrange an interview date and time at which the employee's status is to be discussed and that a representative, including an accredited union representative, or other support person, may be present, at the request of the employee; and
 - (iv) the employee is to acknowledge receipt of notification and a copy is to be placed on the case file.
- (b) A confidential case file must be raised to record redeployment details of the employee.

18.2 The interview

The Agency will ensure the interview is conducted by a suitably skilled and experienced employee who, with regard to the re-deployee's status, explains and discusses:

- (a) Sections 41, 42 and 43 of the *PSEM Act* and these procedures;
- (b) redeployment possibilities including transfer to a lower level and salary maintenance;
- (c) relocation;
- (d) retraining;
- (e) responsibilities/expectations and observations of employee;
- (f) the Commissioner's and the CEO's expectations of the employee in respect of redeployment which includes a commitment to retraining and active job seeking;
- (g) the Agency's and Commissioner's roles and responsibilities;
- (h) appeal rights;
- (i) request an up to date copy of CV, and provide assistance with preparation if needed; and
- (j) discuss career planning.

18.3 Advice to the Commissioner

The Agency must also send a copy of the letter referred to in 18.1(a) to the Commissioner, with the following employee supplementary information:

- (a) full name;
- (b) AGS number;
- (c) date of birth;
- (d) name of union eligible to become an employee of and whether an employee at present;
- (e) work contact telephone number;

- (f) designation;
- (g) date of commencement in the NTPS/Australian Public Service;
- (h) date Compulsory transferred to the NTPS; and
- (i) location current and preferred.

18.4 Redeployment and retraining action

The Agency will undertake action set out in Sections 3 and 4 of these procedures during the stages of redeployment and retraining under both sections 41 and 43 of the *PSEM Act*.

18.5 When to seek assistance of the Commissioner

- (a) Where the CEO has notified an employee under the *PSEM Act* to be potentially surplus, and after 4 months of unsuccessful attempts at redeployment and retraining, or sooner if a poor prognosis is apparent, the CEO will formally seek the assistance of the Commissioner in accordance with the *PSEM Act*, and ensure the following action is taken:
 - (i) Advise the employee in writing of action under the *PSEM Act*.
 - (ii) (b) Include a request to arrange an interview date and time at which the employee's status is to be discussed and advise that a representative, including an accredited union representative, or other support person, may be present, at the request of the employee.
 - (iii) (c) Arrange for a representative of the Commissioner to attend the interview.
- (b) The interview referred to above is to address information outlined under clause 18.2 of these procedures.

19. **RECORDING AND MONITORING BY THE COMMISSIONER**

The Commissioner will cause the following action to take place:

- (a) Where an employee has been notified in accordance with the *PSEM Act* as being potentially surplus to the requirements of their Agency, the Commissioner will ensure the employee's details are recorded on a central data base for the purpose of maintaining statistical information, and maximising redeployment opportunities and reporting to Government.
- (b) Where an employee has been notified in accordance with the *PSEM Act*, the Commissioner will write to the employee acknowledging notification and the request for assistance from their Agency. This letter will also advise the employee of a contact person within the Office of the Commissioner, should the employee have any queries about their status. The Commissioner will enter the employee's reviewed Section 43 status on the database.

- (c) Agency information and recommendations will be assessed and the CEO will be advised to take 1 or more of the following courses of action:
 - (i) redeployment (refer Part B clause 20);
 - (ii) retraining (refer Part B clause 21);
 - (iii) voluntary retrenchment (refer Part B clause 22);
 - (iv) notice of redundancy (refer Part B clause 23);
 - (v) further consider career planning.
 - (vi) monitor, assess, review and provide advice to the Agency and employee on matters relating to the redeployment process; and
 - (vii) review and assess all interview reports recommending the non-selection of a redeployee following referral for assessment for a vacancy.

20. REDEPLOYMENT – AGENCY ACTIONS UNDER PSEM ACT

20.1 Monitoring Vacancies

- (a) The CEO will ensure that all ongoing vacancies within the NTPS are monitored for redeployment purposes. Monitoring of vacancies should also be extended to redeployees on leave only if the employee concerned has requested to be notified of vacancies and has made appropriate arrangements.
- (b) Fixed period vacancies must also be considered if there is a reasonable expectation that the fixed period vacancy will become an ongoing vacancy, or could be used for retraining.
- (c) Although formal notification action is not required in respect of fixed period vacancies that are less than 6 months duration, they are still required for redeployment purposes and can provide ideal retraining opportunities for redeployees.
- (d) The CEO will ensure that fixed period vacancy notifications are distributed throughout the NTPS.
- (e) All fixed period vacancy notices must also be forwarded to the Commissioner.
- (f) The Agency is required to consider their own potentially surplus Employees for ongoing vacancies prior to undertaking recruitment action – refer clause 20.2.
- (g) Media advertising should not occur where placement of a redeployee is likely.

20.2 Matching Redeployees Within an Agency to Vacancies:

- (a) In identifying a vacancy, the CEO will consider the Agency's redeployees with the objective of matching the employee and the vacancy in the context of the following points:
 - (i) the employee's skills/qualifications profile;
 - (ii) care should be taken in checking that an employee's qualifications are relevant to a vacancy especially with regard to vacancies requiring formal qualifications;
 - (iii) the employee's background and experience;
 - (iv) designation / classification level;
 - (v) salary level (the inclusion as salary of allowances or loadings, other than temporary promotion allowance, will be at the discretion of the Commissioner);
 - (vi) the employee's expressed desires in respect of alternative employment;
 - (vii) retraining requirements; and
 - (viii) the employee's preferred work location.
- (b) Placement of a redeployee in a temporary vacancy especially a short-term vacancy, should not defer any activity in finding the employee a suitable ongoing vacancy.

20.3 Applications for Vacancies and Redeployees:

- (a) The Agency must actively encourage their redeployees to apply for suitable vacancies and monitor the NTPS Employment Opportunities information for this purpose.
- (b) Where a redeployee has directly applied for a vacancy they should advise the Agency Case Officer to ensure the Case Officer formally refers the employee for assessment in accordance with clause 20.4 of these procedures.
- (c) A redeployee may, if they desire, apply for a vacancy by requesting that their Case Officer forward a copy of their resume under a covering letter from the home Agency.

20.4 Assessment and Selection of Redeployees for an Advertised Vacancy:

- (a) The suitability of a redeployee will be considered in the added context of ability to perform the duties of the vacancy with a reasonable period of training.
- (b) Where more than 1 redeployee is assessed for a vacancy, selection based on the merit principle will apply between the redeployees.

- (c) Where a redeployee is being considered for a vacancy outside their home Agency, Agencies are to liaise with each other regarding assessment of the employee.
- (d) Redeployment may take place at the employee's substantive level or to a lower level and salary.
- (e) Where a redeployee is transferred to a lower level, the CEO will:
 - (i) advise the Commissioner, in accordance with clause 8 (Provision of Income Maintenance) of Part A of this Attachment, of a request for maintenance of income; and
 - (ii) unless the CEO can substantiate otherwise, maintenance of income will be assessed for payment for a period of either 6 or 12 months based on the notice period the employee would be eligible for in accordance with clause 3 of Part A of this Attachment.

20.5 Redeployee Assessed as Suitable

Where a redeployee is assessed as suitable, with or without training, the employee will be transferred under the *PSEM Act*, and the relevant parties advised accordingly. Appropriate consultation with the workplace will take place to ensure that the work environment is conducive to successful placement. Upon successful placement the employee's case file will be closed.

20.6 Redeployee Assessed as Unsuitable

- (a) Where an employee is assessed as unsuitable, the Agency that conducted the interview will:
 - (i) forward the interview report including copies of the job specification's selection criteria, referee reports and the redeployee's application for the vacancy, to the Commissioner for assessment;
 - (ii) advise the employee that the report has been referred to the Commissioner for assessment; and
 - (iii) provide the employee with a copy of the interview report relating to the employee.
- (b) All recruitment action will be frozen until the Commissioner has completed the assessment of documentation associated with the interview panel's recommendation. In assessing the interview panel's report the Commissioner may request clarification from persons associated with the interview process.
- (c) The redeployee may request the interview panel to conduct a post interview counselling session.
- (d) If the Commissioner accepts the interview panel's report, the Commissioner will advise the Agency to proceed with recruitment action.

(e) If the Commissioner concludes that there has been unfair or unreasonable treatment of the redeployee through the selection processes the Commissioner will:

(i) instruct the CEO to take appropriate action to resolve the matter; and

(ii) advise all relevant Parties of the action taken.

20.7 Action After 3 months of Active and Unsuccessful Job Referrals

(a) The redeployee will be re-interviewed by the Agency every 3 months to discuss the following matters and a representative, including an accredited union representative or other support person may be present, at the request of the employee:

(i) the employee's attitude toward redeployment;

(ii) likelihood of an ongoing placement within the next 3 to 6 months;

(iii) clarification of the employee's needs, i.e. retraining; and

(iv) future options, such as continuation of the redeployment process, voluntary retirement, notice of redundancy.

20.8 The discussion and outcome/action be must be documented and placed on the redeployee's case file.

21. **RETRAINING – AGENCY ACTION UNDER THE PSEM ACT**

21.1 Where an employee needs additional skills or exposure to new areas of work, a retraining program may be arranged in consultation with the employee to take place over a 3 to 6 month period. Such a retraining program will be arranged by the home Agency but not necessarily within the employee's home Agency.

21.2 Retraining is generally undertaken in a structured 'on-the-job' training program. The redeployee may be placed in an area of work as an additional person or in an actual fixed period vacancy.

21.3 If a fixed period vacancy is used as a training placement, it's expected that there would be a structured training program applied to the placement for the purpose of assessing the redeployee's performance and ability associated with new skills to be learned.

21.4 The employee's home Agency will monitor retraining progress. Written progress reports completed by the supervisor of the training placement are to be sent to the redeployee's home Agency at least once a month. The supervisor, before forwarding the report to the home Agency, should discuss it with the redeployee and give them an opportunity to comment and sign the report.

21.5 Where it's considered necessary and reasonable, formal courses of study may be considered for retraining purposes.

22. **VOLUNTARY RETRENCHMENT**

- 22.1 Where every endeavour has been made to place a potentially surplus employee in other suitable employment or arrange training for such employment, and after assessing all relevant information and the circumstances of the case, and it's considered that the employee is unable to be retrained, the CEO will arrange for a meeting with the employee and, where requested by the employee, the relevant union, to discuss the option of voluntary retrenchment.
- 22.2 In discussing the option of voluntary retrenchment the provisions of clause 4 of Part A of Attachment should be addressed.
- 22.3 If all parties agree, the CEO will request that the Commissioner formally invite the redeployee to elect to be voluntarily retrenched and, where accepted, the employee may be retrenched in accordance with clause 4 of Part A of this Attachment.
- 22.4 It should be made clear to the employee that only the Commissioner can formally invite an employee to be voluntary retrenched.

23. **NOTICE OF REDUNDANCY**

- 23.1 Clause 3 of Part A of this Attachment will not be formally invoked unless prior advice is given to the employee and, where requested by the employee, the relevant union, in a meeting which will be arranged by the Commissioner.
- 23.2 The process is outlined in clauses 3 and 4 of Part A of this Attachment. Clause 4 of Part A of this Attachment will not apply where clauses 3 or 5 have been invoked.
- 23.3 Some features of the notice process are outlined below:
- (a) During all periods of notice, the redeployment process and retraining, if necessary, will continue as outlined in clauses 3 and 4 of these Procedures.
 - (b) Normal entitlements will continue to accrue.
 - (c) At any time during all periods of notice, an employee may elect, with the Commissioner's approval, to terminate employment from the NTPS or be transferred.
 - (d) An employee may be transferred at their substantive level or to a lower level and salary. Where an employee is transferred to a lower level and salary, income maintenance in accordance with Part A of this Attachment will apply.
 - (e) Assistance may be provided to an employee where the employee wishes to seek employment outside the NTPS.
- 23.4 If the employee's employment in the public sector is to be terminated, either during or at the end of a notice period, the Commissioner will advise all relevant parties and the employee's case file will be closed.

24. **APPLICATION OF INABILITY PROVISIONS TO FORMER REDEPLOYEES**

If a redeployee has been placed in accordance with sub-clause 20.5 of these procedures and the placement is unsuccessful, despite appropriate training being

provided, the CEO will be notified and will arrange discussions with the employee and, where requested by the employee, the relevant union, and, if required, the Commissioner. Discussions will include but need not be exclusively confined to:

- (a) transferring the employee;
- (b) further training;
- (c) notification to the Commissioner; and
- (d) commencement of the inability process provided under Employment Instruction Number 6.

25. **DUTY OF CARE**

- 25.1 The Agency and Commissioner are required to exercise due care to ensure that staff who prepare / provide information to employees are suitably qualified to do so, provide accurate information, including any calculations of entitlements and taxation deductions on those entitlements, and maintain confidentiality in relation to the employee's entitlements and employment.
- 25.2 If further clarification on taxation is sought, the employee should be referred to the Australian Taxation Office. The employee should also be advised to seek financial advice from a qualified professional.

26. **PRIOR SERVICE WITH THE AUSTRALIAN PUBLIC SERVICE**

- 26.1 An employee who is classified as a voluntary transferee and becomes, or is likely to become, redundant from the date of effect of this Agreement, will for all purposes this Attachment have their previous continuous service with the Commonwealth Government recognised. A voluntary transferee is an employee who was on leave without pay under the former Australian Public Service Regulation 61Q prior to 1 October 1987 to work for the NTPS, having prior continuous service with the Commonwealth Government.
- 26.2 It should also be noted that some cases may arise where an employee has service that falls outside of the scope of this definition, and which the employee, their union, or the Agency believes should warrant inclusion for the purpose of calculating redundancy payments under clause 4 of Part A of this Attachment. Such cases may be considered under clause 16 of Part A of this Attachment. However, no guarantee of agreement to include such service should be given to the employee. Rather, the provisions of clause 16 should be explained with advice that agreement by the Commissioner and the relevant union must be obtained for service outside of the scope of the definition to be included, and that such agreement will not necessarily be forthcoming. It's open to the Agency, the employee, or where requested by the employee, the relevant union, to submit a proposal to the Commissioner.

ATTACHMENT B

ELECTRICITY SUBSIDY FOR EMPLOYEES IN REMOTE LOCALITIES

1. ELECTRICITY SUBSIDY

1.1 An electricity subsidy will apply to employees stationed in remote localities as follows:

An employee residing in a dwelling fitted with a dedicated electricity metering device, and who is required to meet the cost of any charges associated with the provision of electricity to that dwelling, is entitled to an electricity subsidy in accordance with the rates specified in clause 1.7, subject to the relevant category of remoteness and the employee's eligibility for the dependent/after hours rate.

1.2 The electricity subsidy for the dependent / after-hours rate is payable only where the employee has recognised dependents, being the employee's spouse or de facto partner, or children under the age of 18 years, who:

- (a) reside with the employee;
- (b) are not eligible for assistance with electricity costs from any other source; and
- (c) are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the Commissioner; or
- (d) is a shift worker, or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that the employee is regularly required to seek rest during daylight hours.

1.3 The electricity subsidy will be paid fortnightly in addition to salary and will count as salary for the purpose of taxation and superannuation.

1.4 The electricity subsidy will not be paid during periods of leave without pay which do not count as service.

1.5 The electricity subsidy will be paid to part-time employees on a pro-rata basis.

1.6 Only 1 subsidy is payable per dwelling.

1.7 The electricity subsidy is paid as follows:

- (a) Basic Entitlement:
 - (i) special category \$556 per annum
 - (ii) category 1 \$1113 per annum
 - (iii) category 2 \$1670 per annum
 - (iv) category 3 \$2226 per annum
- (b) Dependant / After Hours Entitlement:

- (i) special category \$697 per annum
- (ii) category 1 \$1391 per annum
- (iii) category 2 \$2087 per annum
- (iv) category 3 \$2782 per annum

1.8 The electricity subsidy will be adjusted annually in accordance with the Annual September to September Consumer Price Index (CPI) with effect from 1 January each year. The allowance will not reduce if the Darwin CPI is negative.

ATTACHMENT C

NORTHERN TERRITORY FIRE AND RESCUE SERVICE LATERAL ENTRY RECRUITMENT

1. RESPONSIBILITY

Division: - Fire Service
Branch: - Training and Education
Responsible Officer: - Manager, Training and Development

2. POLICY STATEMENT

Northern Territory Fire and Rescue Service (NTFRS) recognise the Public Safety Training Package (PSTP), Competencies and the National Fire Curriculum Course Structure, and supports the concept of portability of skills within the fire industry.

The NTFRS may recruit qualified people from within the fire services industry. Lateral entry candidates will only be selected using the merit based selection processes and will be required to compete with internal applicants.

The NTFRS preferred recruitment process for firefighters is by bulk entry recruitment and graduation from an NTFRS conducted or sponsored recruit course. Lateral entry is not intended to replace the bulk recruitment processes. A maximum of 2 positions per calendar year can be filled by lateral entry applicants. Additional lateral entry applicants can be recruited by mutual agreement between the parties.

This policy relates to all NTFRS operational vacancies and the procedures that will be applied to the lateral entry recruitment process.

3. AIM

As a Registered Training Organisation (RTO), the NTFRS recognises the Public Safety Training Package and the supporting National Fire Curriculum. By applying the Skills Recognition process [Recognition of Prior Learning (RPL) and Recognition of Current Competencies (RCC)], the NTFRS has an alternative to the bulk recruitment process, particularly in difficult to fill positions. This alternative, known as Lateral Entry Recruitment, gives the NTFRS the opportunity to appoint staff from other organisations on a single or multiple vacancy basis as the need arises.

When an applicant's competencies align with or exceed those PSTP competencies achieved at the end of a NTFRS recruit course, and on completion of a recognised Induction Program appropriate to the role and position applied for they can, subject to this policy, be placed on duty immediately, at a level relevant to their competencies.

This policy provides a standard framework for managing people who are identified as meeting the minimum PSTP competency requirements for appointment, but who do not need to participate in a full firefighter recruit course or officer training course.

4. **LEGISLATION**

This policy complies with requirements of the *PSEM Act*.

5. **NTFRS VALUES**

The following NTFRS values underpin the application of this policy:

5.1 Put the Community First

The community has an expectation that NTFRS will always maintain appropriate employee numbers, and appoint personnel who meet the minimum PSTP competency standards specified.

5.2 Continuously Improve Our Service

Recognising competency against the PSTP National Framework provides NTFRS employees with a demonstration of commitment that encourages a desire to maintain standards and develop new skills.

5.3 Respect and Value Each Other

Recognising people's skills promotes respect for each other's value and ability to serve the community.

5.4 Have Open and Honest Two-Way Communications

It's important that employees are provided with honest and accurate information about the processes utilised when appointing lateral entry employees, and for two-way communications to occur in the formulation of selection processes.

5.5 Work Together as a Committed Team

This policy promotes communication and co-operation between employees to achieve common goals, by providing details of the selection process used to ensure the best available person is appointed to a vacancy.

5.6 Act with Integrity and Honesty

All employees have the right to be, and can trust that they will be, treated fairly and equitably and in accordance with this policy.

6. **DEFINITIONS**

The following definitions apply for the NTFRS lateral entry policy:

6.1 Challenge Test

A series of exercises, drills, and/or a programme designed to allow the applicant to demonstrate the skills claimed, in a simulated or real workplace environment. It may

also include a theory assessment that would normally be conducted at the end of the training for the competency.

6.2 Competency

Competency describes a person's ability to perform a task or function. It includes task skills, task management skills, contingency management skills and job or environment skills. It also includes any underpinning knowledge necessary to perform the task.

6.3 Competency Standard

Competency standards reflect knowledge and skill, and their application, to the standard of performance required in the workplace.

6.4 Evidence

Material supplied by the applicant to enable a workplace assessor to accurately compare the person's knowledge and/or skill against the competency.

Evidence has to meet 4 criteria -

- | | | |
|-----|--------------|---|
| (a) | Authenticity | - It must be verifiable and withstand scrutiny. |
| (b) | Validity | - It must relate to the competency claimed. |
| (c) | Sufficiency | - It must satisfy all aspects of the competency as described by the range of variables. |
| (d) | Currency | - It must confirm that the competency is held, and can be demonstrated, at the time of application. |

6.5 Skills Recognition

The process of assessing prior learning, competency and currency, against the PS ITAB Competencies contained in the Public Safety Training Package.

6.6 Workplace Assessor

Any person who has been trained in assessment skills and knowledge and meets the minimum standards specified by the National Assessor Competency Standards, and who also possesses the technical skills and knowledge in the area in which they are assessing, to at least the level at which the assessment is occurring.

7. APPLICATION

This policy applies to any applicant who applies for an operational vacancy in the NTFRS where there is a requirement for that vacancy to be filled by a uniformed member.

8. **DELEGATIONS**

The Director of NTFRS is responsible for the approval of all recommendations to appoint people to positions within NTFRS.

9. **PROCEDURES**

9.1 General

Advertising of vacancies, recruitment, and selection of employees will be conducted in accordance with the NTFRS Policy for Complying with the Recruitment, Selection, and Appointment Standards (NTPS Employment Instruction Number 1).

All applicants for lateral entry recruitment will have completed a minimum of 12 months operational service as a professional/career firefighter with a recognised urban Fire Service.

All applicants must successfully complete an Induction Program that has been agreed to between the Manager Training and Development and an employee representative prior to the applicant's commencement of duty unless the applicant has attend a NTFRS Recruit course.

An operations position will be declared "difficult to fill" after it has been advertised and fails to attract a suitable internal candidate. The vacant position will then be publicly re-advertised to attract lateral entry candidates. Any NTFRS member who subsequently applies for the vacant position when re-advertised will be required to compete equally with lateral entry candidates.

9.2 Difficult to Fill Vacancies

Applicants for lateral entry firefighter positions for "difficult to fill" vacancies will be required to:

- (a) Demonstrate, as a minimum, current skills, knowledge and experience to satisfy the PSTP competencies for fire fighting and other emergency incident operations equivalent or superior to those attained by trainees on successful completion of a NTFRS recruit school;
- (b) Achieve the required standard in a literacy test;
- (c) Achieve the required standard in a physical abilities assessment;
- (d) Achieve the required standard in a physical fitness assessment;
- (e) Achieve the required standard in a pre-employment medical check;
- (f) Achieve the required standard in a Police integrity check;
- (g) Remain on probation for a minimum period of 6 months;
- (h) Meet the requirements of the NTFRS psychological test for firefighters;
- (i) Meet any other NTFRS requirements deemed necessary at the time; and

- (j) Hold current qualifications, permits, and/or licenses specified for the position.

9.3 Lateral Entry During Bulk Recruitment

Lateral entry firefighters who apply for positions during a bulk recruitment process will be required to:

- (a) Commence the NTFRS Recruit Course;
- (b) Demonstrate, as a minimum, current skills, knowledge and experience to satisfy the PSTP competencies for fire fighting and other emergency incident operations equivalent or superior to those attained by trainees on successful completion of a NTFRS recruit school;
- (c) Achieve the required standard in a literacy test;
- (d) Achieve the required standard in a physical abilities assessment;
- (e) Achieve the required standard in a physical fitness assessment;
- (f) Achieve the required standard in a pre-employment medical check;
- (g) Achieve the required standard in a Police integrity check;
- (h) Remain on probation for a minimum period of 6 months;
- (i) Meet the requirements of the NTFRS Psychological test for firefighters;
- (j) Meet any other NTFRS requirements deemed necessary at the time; and
- (k) Hold current qualifications, permits, and/or licenses specified for the position.

9.4 Lateral Entry Station Officers

Applicants for lateral entry Station Officer positions will be selected on merit and required to:

- (a) Demonstrate current skills, knowledge and experience to satisfy the PSTP competencies for fire fighting and other emergency incident operations equivalent to those of equally ranked Officers in the NTFRS;
- (b) Demonstrate current skills, knowledge and experience to satisfy the PSTP competencies for fire fighting and other emergency incident operations equivalent to those required for promotion to Rank/position applied for in the NTFRS;
- (c) Achieve the required standard in a literacy test;
- (d) Achieve the required standard in a physical fitness assessment;
- (e) Remain on probation for a minimum period of 6 months;
- (f) Meet the requirements of the NTFRS Psychological test for firefighters;
- (g) Achieve the required standard in a pre-employment medical check;

- (h) Achieve the required standard in a police integrity check;
- (i) Meet any other NTFRS Fire Services requirements deemed necessary at the time &,
- (j) Hold current qualifications, permits, and/or licenses specified for the position.

9.5 Challenge Test

All applicants will be required to undergo a challenge test to confirm currency of skills claimed.

The format and content of challenge tests will be determined by Agreement between the Manager Training and Development and an employees representative.

The relevant employees' representative shall provide written submissions on the format and content of the 'Challenge Test'

The panel overseeing the 'Challenge Test' will include an employees' representative who is at the same or higher level of the job being assessed.

Applicants for lateral entry firefighter positions who exceed the minimum competencies specified may be recommended for appointment at a higher level within the position classification, up to a Fire Fighter Class A, by the Manager Training and Development. If the advertised vacant position is for a Senior Firefighter or Leading Firefighter rank, the lateral entry firefighter must meet and demonstrate the minimum PSTP competencies required by NTFRS for that rank and/or position.

All recommendations are to be endorsed by a Panel chaired by a District Officer before submission to the Director NTFRS for approval.

The panel shall consist of a minimum of the Manager Training and Development, 1 other District Officer, and a suitably qualified person, at the rank being recruited or higher, nominated by the employees' representative.

The skills recognition process applied will be in accordance with the "Skills recognition for Nationally Accredited Modules (Recognition of prior learning/Recognition of current competencies)" policy.

9.6 Appointment of Lateral Entry Station Officers and Firefighters

Once an appointment at a level within a position classification is confirmed, and accepted, any further evidence provided through the Skills recognition process by using RPL, will only be assessed for the granting of module exemptions.

The specified time for satisfactory service at each position classification level must still be completed.

Appeals against procedures in this policy will be conducted in accordance with the *PSEM Act*.

Employees appointed in accordance with this policy must undergo an induction process to familiarise themselves with the NTFRS equipment, Policies and Procedures.

10. **RESOURCES**

The Training and Development Division will provide the necessary administrative support to ensure compliance with this policy.

The process of lateral entry will be resourced by the Training and Development Division, through the provision of workplace assessors to perform the roles described under the procedures section.

11. **MONITORING**

The Assistant Director Development and Strategy will continuously monitor and evaluate this policy through liaison with the Training and Development Division.

12. **EVALUATION**

The Manager Education & Training will continuously evaluate the policy by considering its appropriateness, effectiveness and efficiency to the employees of NTFRS.

13. **APPROPRIATENESS**

This policy will be considered appropriate through:

- (a) NTFRS staff accepting that lateral entry personnel possess the necessary PSTP competencies required by NTFRS for the vacancy advertised; and
- (b) Lateral entry applicants for vacancies accepting that the process is fair and equitable.

14. **EFFECTIVENESS**

The effectiveness of this policy will be evaluated with the use of feedback from applicants, and the operational personnel involved. Effectiveness will be demonstrated by:

- (a) Workplace acceptance of lateral entry procedures meeting the industry benchmark for best practice;
- (b) An increase in the number of applications received for lateral entry to the NTFRS;
- (c) An increase in the number of quality applicants for vacancies; and
- (d) Greater diversity of skills and experiences in the workforce.

15. **EFFICIENCY**

The efficiency of this policy will be demonstrated by:

- (a) Reduction in training costs through selection of qualified people.
- (b) A reduction in the amount of time that a position remains vacant.

(c) Financial savings through filling vacancies expediently.

16. **FURTHER INFORMATION**

Further information regarding this policy can be obtained from –
Manager

NTFRS Training and Development Division

PO Box 39764

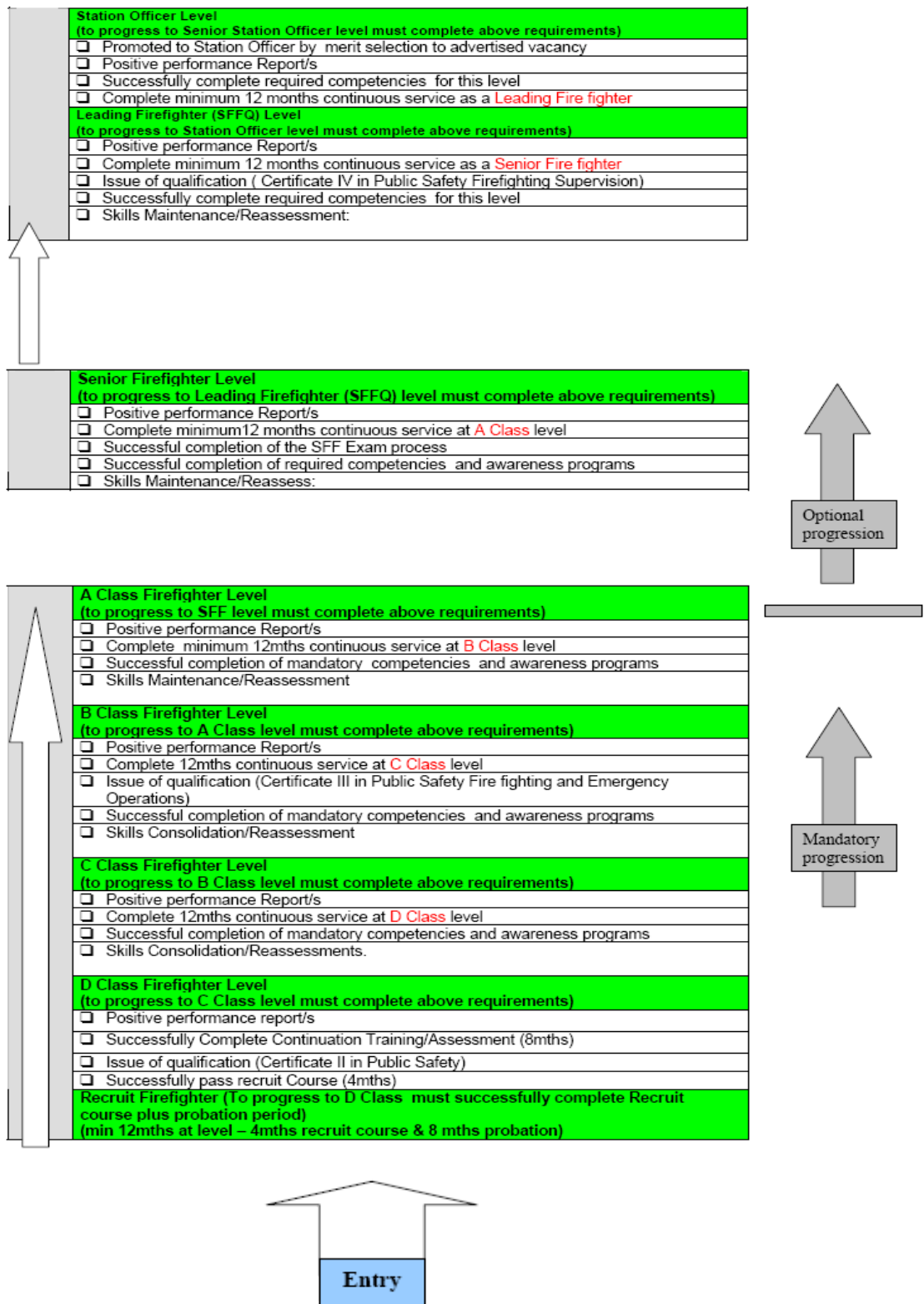
Phone: 89464124

Winnellie NT 0821

Fax: 89464123

ATTACHMENT D

NTFRS CAREER PATH – FIREFIGHTER TO STATION OFFICER



ATTACHMENT E

SALARIES AND ALLOWANCES

Rank	Previous salary rates effective 8/11/12	Salary rate effective 12/3/15	Salary rate effective 17/8/15	Salary rate effective 19/11/15	Salary rate effective 17/11/16	Salary rate effective 16/11/17
District Officer	109,879	113,176	116,572	120,070	123,673	127,384
Snr Station Officer	95,229	98,086	101,029	104,060	107,182	110,398
Station Officer	87,903	90,541	93,258	96,056	98,938	101,907
Leading Firefighter	80,578	82,996	85,486	88,051	90,693	93,414
Snr Firefighter	76,915	79,223	81,600	84,048	86,570	89,168
Class A	73,252	75,450	77,714	80,046	82,448	84,922
Class B	71,787	73,941	76,160	78,445	80,799	83,223
Class C	63,730	65,642	67,612	69,641	71,731	73,883
Class D	62,265	64,133	66,057	68,039	70,081	72,184
Recruit Firefighter - next 8 months	60,068	61,871	63,728	65,640	67,610	69,639
Recruit Firefighter - first 4 months	57,137	58,852	60,618	62,437	64,311	66,241

Allowance	Clause		Old Rates Effective 8/11/12	Rates Effective 12/3/15	Rates Effective 17/8/15	Rates Effective 19/11/15	Rates Effective 17/11/16	Rates Effective 16/11/17
First Aid Allowance	24	P.W.	16.83	17.33	17.85	18.39	18.94	19.51
Outstation Relief Allowance	21.2	P.W.	34.09	35.11	36.17	37.25	38.37	39.52
Unforeseen Short Period Transfer Allowance	22.1(a)	P.W.	34.09	35.11	36.17	37.25	38.37	39.52
Instructor Allowances								
With Cert IV								
Up to one (1) yuear service as an instructor	25.1(a)(i)	P.A.	3637	3746	3858	3974	4093	4216
One (1) to two (2) years service as an instructor	25.1(a)(ii)	P.A.	4773	4916	5064	5216	5372	5533
Over two (2) years service as an instructor	25.1(a)(iii)	P.A.	7045	7256	7474	7698	7929	8167
Without a Cert IV								
Temporary Instructors Alooance	25.1(c)	P.H.	1.81	1.86	1.92	1.98	2.04	2.10
Urban Search and Rescue Allowance								
Major Aerial Appliance Operators Allowance	26.2	P.A.	1383	1424	1467	1511	1557	1603
Breathing Apparatus Maintenance Allowance								
Fire Investigator Allowance	26.4	P.A.	6309	6498	6693	6894	7101	7314
Industrial Paramedic Instructor Allowance								
	26.5	P.A.	2122	2186	2251	2319	2388	2460