

**PROPOSED**  
**CORRECTIONAL OFFICER (NTPS)**  
**2014 – 2018**  
**ENTERPRISE AGREEMENT**

# EXPLANATORY NOTES

**THIS DOCUMENT REFLECTS THE CHANGES IN THE PROPOSED  
AGREEMENT COMPARED WITH THE CURRENT AGREEMENT**

Please note:

- i. Reference to the 'current Agreement' means the Prison Officer (NTPS) 2011–2014 Enterprise Agreement and reference to the 'new Agreement' means the proposed Correctional Officer (NTPS) 2014-2018 Enterprise Agreement.
- ii. Technical changes were required throughout the new Agreement in line with amendments introduced:
  - a. on 1 January 2012 to the *Public Sector Employment and Management Act* (PSEM Act) (eg 'permanent employee' changed to 'ongoing employee'; 'temporary employee' to 'fixed period employee'); and
  - b. to the *Fair Work Act 2009* (FW Act); and
  - c. to the *Correctional Services Act 2014*
- iii. Unless otherwise stated, references to clause and sub-clause numbers in the explanatory notes are referring to the current Agreement clauses.

**Information on the proposed Agreement**

If you would like further information on the agreement, please contact the Employee Relations unit in the Office of the Commissioner for Public Employment on telephone **08 8999 4173**.

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
<b>PART 1 – APPLICATION AND OPERATION OF AGREEMENT</b>		
1. Title	1. Title	Amended title to reflect new terminology and term of agreement “Correctional Officer (NTPS) 2014 – 2018”
2. Arrangement	2. Arrangement	Updated to reflect changes in arrangement in the Agreement.
3. Coverage	3. Coverage	No change
4. Definitions	4. Definitions	Updated terminology including: changing Department of Justice with Department of Correctional Services; Fair Work Australia with Fair Work Commission; added the phrase ‘as amended from time to time’ after the FW Act and the PSEM Act to clarify that the agreement applies taking into account any amendments to this legislation during the life of the new Agreement; removed definition of NTCS as term now replaced with Agency throughout the agreement; removed definition of Prison Officers’ Arbitral Tribunal as not referenced throughout the Agreement.
5. Period of Operation	5. Period of Operation	Updated to reflect the term of the proposed Agreement: four year agreement nominated to expire on 9 August 2018.
6. Relationship to other Instruments	6. Relationship to other Instruments	Removed “as varied from time to time” as already covered in the definition of PSEM Act and added phrase “For the avoidance of doubt, the PSEM Act is not incorporated into this Agreement.”
7. Variation of Public Sector Employment and Management By-laws and Determinations	7. Variation of Public Sector Employment and Management Act	Renamed clause to “Variation to Public Sector Employment and Management Act” and changed reference to PSEM By laws and Determinations to PSEM Act. Removed reference to Schedule 4 as this schedule has been omitted (this schedule simply lists the by-law names and is a duplication of existing by-laws). Reference to these By-laws is available on the OCPE website: <a href="#">By-Laws</a>
8. Variation		This clause has been omitted. It is consider not necessary as any variation to enterprise agreements must be made in accordance with the <i>Fair Work Act</i> (FW Act).
9. No Extra Claims	8. No Extra Claims	No change
10. Objectives of Agreement	9. Objectives of Agreement	No Change
11. Productivity and Efficiency	10. Productivity and Efficiency	No Change

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
12. Modern Award		This clause has been omitted. This clause was included in the previous agreement to facilitate the creation of a sector wide modern enterprise award by 31 December 2013. As an application for a modern enterprise award for the NTPS will be submitted by 31 December 2013 this clause is no longer necessary.
13. Dispute Settling Procedures	11. Dispute Settling Procedures	Updated for consistency as a common core clause across the NTPS, by amending the following:  The phrase “The Parties are committed to avoiding industrial disputation about the application of this Agreement” has been included in the first sub-clause. The changes also take into account changes in FW Act during 2013 regarding the ability of an employer to refuse requests for flexible working arrangements on reasonable business grounds. It precludes disputes about these matters being brought under the dispute settlement procedures. However new sub-clause 11.3 provides that disputes about these matters may be dealt with as a grievance pursuant to section 59 of the PSEM Act. Apart from these changes the remaining steps in the dispute settlement procedures are unchanged.
<b>PART 2 – SALARIES, ALLOWANCES AND LEAVE</b>		
14. Rates of Pay	12. Rates of Pay	Changes reflect the salary increase of 3% salary increase per annum over 4 years and effective pay dates.
15. Classification Restructure		This clause has been omitted as it referred to transitional provisions for the classification restructure which was effected 1/07/2012 and 09/08/2013. Restructure has been fully implemented rendering this clause obsolete.
16. Annual Increments	13. Annual Increments	Updated for consistency as a common core clause across the NTPS, by proposing the following: <ul style="list-style-type: none"> <li>Amending clause 16.7 with a more beneficial change to allow an employee to request a review on any decision to withhold and increment rather than only allowing reviews for increments being withheld for greater than 6 months.</li> <li>Updated the provision that if a grievance arises it will be heard by way of section 59 of the PSEM Act; the Promotions Appeal Board is no longer the relevant avenue to deal with grievances under this provision.</li> </ul>
17. Consolidated Allowance	14. Consolidated Allowance	No change

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
18. Higher Duties Allowance	15. Higher Duties Allowance	No change
19. Core Training Instructor Allowance	16. Core Training Instructor Allowance	No change
20. Electricity Subsidy for Employees in Remote Localities	17. Electricity Subsidy for Employees in Remote Localities	No change
21. Prison Officer Night Shift Payment	18. Correctional Officer Night Shift Payment	Amended to provide clarity on how the night shift allowance is to be calculated by providing a formula for the allowance and ensuring it is a responsibility allowance payable under the PO EA. The introduction of this formula will not vary the amount an Officer is already being paid to perform this function, rather it clarifies how the allowance is calculated.
22. Parental Leave	19. Parental Leave	<p>Proposed changes to this clause incorporate amendments to FW Act and National Employment Standards (NES) which enhance existing NTPS parental leave entitlements. Changes which reflect the FW Act amendments relate to enhancing entitlements for casuals with regards to transfer to a safe job, partner/concurrent leave, adoption leave, ‘Keeping in Touch Days’, and reasonable business grounds parameters if the employer refuses requests for extension of parental leave or returning to work on a part-time basis.</p> <p>One of the few efficiencies being sought, is the removal of the provision that provides an employee on the first 52 weeks of unpaid parental leave access to personal leave (as per sub-clause 22.10(b) of current Agreement. Refer sub-clause 19.10 of the proposed Agreement for proposed entitlement). This ensures consistency with the principle that there is no access to personal leave during any periods of unpaid leave that do not count as service. Employees will have access to their accrued recreation leave and long service leave entitlements anytime during unpaid parental leave, an improvement on the current provision (see sub-clause 22.10(a)) which restricts access to such leave to the first 24 months from time of birth or date of placement of the child (adoption).</p> <p>Compared to the current Agreement provisions, the proposed Agreement parental leave provisions have</p>

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
		<p>been written to improve readability and simplify many of the provisions for better understanding of the entitlements and conditions.</p> <p>For a complete list of changes please refer to <i>Parental Leave Table of Changes (Attachment A)</i>.</p>
23. Compassionate Leave	20. Compassionate Leave	<p>Consistent with other leave clauses, this clause has been amended to: move the explanation of the relationship with By-laws and other instruments and the application to casuals to the beginning of the clause; and updated the definition of 'immediate family' and 'spouse' to reflect FW Act definitions.</p> <p>Addition of new sub-clause regarding notice requirements consistent with other leave provisions and FW Act.</p>
24. Personal Leave	21. Personal Leave	<p>Consistent with other leave clauses, this clause has been amended to be consistent with other NTPS enterprise agreements. Amendments include:</p> <ul style="list-style-type: none"> <li>• Increasing the number of consecutive days an employee can access paid personal leave without a medical certificate from two (2) days to three (3) days .</li> <li>• Moving the explanation of the relationship with By-laws and other instruments to the beginning of the clause, and updated the definition of 'immediate family' and 'spouse' to reflect FW Act definitions.</li> <li>• An addition of a new sub-clause (21.8(c)) has been made regarding documentary evidence requirements in relation to carer's leave to reflect the specific nature of carer's leave. Intended to clarify the evidence that is provided to the CEO to allow the CEO to determine if the leave is for the purposes of sick leave or carer's leave.</li> <li>• Amending the situations when an employee can make use of a statutory declaration as a form of documentary evidence to be consistent with requirements throughout the NTPS.</li> <li>• Clarified that if long service leave is taken at half pay, the recredit of any approved sick leave is also at half pay.</li> <li>• Removal of sub-clauses 24.9 (d) and (e) (from current Agreement) in relation to seeking the opinion of the NT Medical Advisor as both these provisions are mirrored in <a href="#">Employment Instruction No. 5 Medical Examinations</a> and not required in the Agreement.</li> </ul>

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
25. Recreation Leave	22. Recreation Leave	No change
26. Recreation Leave Arrangements and Rostering	23. Recreation Leave Arrangements and Rostering	<p>Agreed to the union claim to provide greater flexibility to the recreation leave rostering by making the following amendments to the proposed Agreement:</p> <ul style="list-style-type: none"> <li>removing the requirement that recreation leave be taken in strict seven day blocks and replacing with the provision that recreation leave must be taken in blocks of a minimum of seven (7) days;</li> <li>Removing the requirement necessitating that leave must commence on a common day each week.</li> </ul> <p>These changes will enable employees to take leave in periods of seven days or greater commencing on any day of the week. The clause maintains the ability to apply to the CEO to take up to five (5) single days of leave.</p>
27. Recall from Recreation Leave	24. Recall from Recreation Leave	No change
28. Long Service Leave	25. Long Service Leave	No change
29. Leave to Attend Arbitration Business		This clause has been omitted as the entitlement for leave to attend arbitration is covered by <a href="#">By-law 17</a> .
30. Union Training Leave		<p>No change to wording of clause.</p> <p>This clause has been moved to new clause 58 to be included in a union rights clause which provides additional sub-clauses relating to union rights including union representation and communication matters.</p>
<b>PART 3 – HOURS OF DUTY, ROSTERING AND OVERTIME</b>		
31. Hours of Duty	26. Hours of Duty	No change
32. Span of Hours	27. Span of Hours	No change
33. Part-time Employment	28. Part-time Employment	New provision inserted at sub-clause 28.6 providing greater flexibility by allowing an employee, with the agreement of the employer, to work fewer or more hours per week than the minimum and maximums stipulated in the agreement (i.e. 14 hours 42 minutes or 58 hours and 48 minutes per fortnight).

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
34. Public Holidays	29. Public Holidays	<p>No substantive change.</p> <ul style="list-style-type: none"> <li>• Updated to reflect the standard Public Holiday clause to be used in all new NTPS Enterprise Agreements.</li> <li>• Amended clause provides Public Holiday entitlements will be provided in accordance with the <i>Public Holidays Act (NT)</i>.</li> <li>• Refers the reader to clause 14 of the new Agreement which clarifies that penalty rates for work on a Public Holiday is included in the consolidated allowance.</li> <li>• Removed specific days from the current clause as these are in the Public Holidays Act (NT), and the reference to being paid salary on a public holiday as this entitlement is provided under section 116 (Payment for absence on public holiday) of the FW Act.</li> </ul>
35. Cyclic Roster	30. Cyclic Roster	No change
36. Minimum Notice of Roster Change	31. Minimum Notice of Roster Change	No change
37. Meal Breaks	32. Meal Breaks	No change
38. Overtime	33. Overtime	No change
39. Minimum rest period because of Overtime	34. Minimum rest period because of Overtime	No change
40. Restrictive Duty	35. Restrictive Duty	No change
41. Individual Flexible Working Arrangements	36. Individual Flexible Working Arrangements	<p>Minor changes to terminology and removed requirement to inform the Commissioner for Public Employment when an Individual Flexible Working Arrangement (IFWA) is terminated. Any such requirement to notify the Commissioner for Public Employment is administrative (i.e. not required by any law) and contained in the IFWA template documents issued by the Office of the Commissioner for Public Employment. Changes to the notice period to effect a termination of IFWA to align with NTPS Agreement and consistent with FW Act, however notice periods are to be agreed to prior to an IFWA being approved. Broadens the grounds on which</p>

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
		to make IFWA can be made.
42. Group Variation Working Arrangements	37. Group Variation Working Arrangements	No change
43. Work Life Balance	38. Work Life Balance	<p>Agree to UVs claim to introduce two new work-life balance initiatives for employees under this agreement. Amendments include:</p> <ul style="list-style-type: none"> <li>• Clarifies how clause applies to casual employees</li> <li>• Replace the 'extended leave scheme' and related references with 'advanced notice of extended leave without pay (up to 12 months)' provision</li> <li>• Added two new initiatives: 'recreation leave at half pay' and 'purchase of additional leave' full details of these arrangements have been included in new Schedule 4 (work life balance initiatives).</li> <li>• In line with amendments to FW Act, updated sub-clause 38.4 with formal requirements applicable to a request for flexible working arrangements in certain circumstances, and the reasonable business grounds for refusal of requests.</li> </ul>
44. Extended Leave Scheme		The extended leave scheme has been replaced with the advanced notice of leave without pay and is referenced in clause 38 (Work Life Balance) above.
45. Time off in Lieu	39. Time off in Lieu	No change
46. Commitment to Employee Assistance Programs	40. Commitment to Employee Assistance Programs	Minor change – update in line with NTPS General, add “consistent with Agency’s policy” in sub-clause (c).
47. 'Cashing up' of Airfares on a Common Date	41. 'Cashing up' of Airfares on a Common Date	No change
48. Recovery of Overpayments and	42. Recovery of Overpayments and	No change

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
Relocation Costs on Cessation of Employment	Relocation Costs on Cessation of Employment	
49. Superannuation	43. Superannuation	No substantive change to the provision. Updated to reflect current legislation and improve readability.
50. Salary Sacrifice	44. Salary Sacrifice	No change to effect of the provision.
51. Training and Development	45. Training and Development	No change
52. Duties	46. Duties	No change
53. Prison Officer First Class Suitability Assessment Process	47. Corrections Officer First Class Suitability Assessment Process	No substantial changes to the entitlements within this clause, amendments reflect: <ul style="list-style-type: none"> <li>• Amended reference to continuous service to ‘continuous custodial operational experience’</li> <li>• Provided further clarity under sub-clause 47.1(a)(i) of proposed Agreement that eligibility requirement is 30 month continuous service in the Northern Territory and 47.1(a)(ii) 18 months continuous service in the Northern Territory for those officers with previous custodial experience.</li> <li>• Amendments to reflect anticipated changes to the structure of Cert IV Correctional Practice. Changes not intended to change current requirements.</li> </ul>
54. Eligibility Requirements for Prison Officer First Class	48. Eligibility Requirements for Corrections Officer First Class	No substantial changes to the entitlements within this clause, amendments are similar to changes in previous clause, to reflect: <ul style="list-style-type: none"> <li>• Amended reference to continuous service to ‘continuous custodial operational experience’;</li> <li>• Clarified that under 48.2(c) to be eligible for progression to the second pay point of the Correctional Officer First Class designation after completing at least 18 months continuous custodial operational experience in the Northern Territory; and</li> <li>• Amendments to reflect anticipated changes to the structure of Certificate IV Correctional Practice.</li> </ul>
	49. New Release of Certificate IV	New clause included to address anticipated changes to Qualification framework for Certificate IV Correctional Practice. The current Certificate IV is being reviewed by the AQTF and a new structure is expected to be

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
	Correctional Practice	endorsed in 2014. Changes are anticipated in the number of units required to make up the course with new units expected to also be added. Once the new Certificate has been endorsed all RTOs will have 12 months to transition to the new structure. In this time DCS will commit to work through any changes required for the eligibility requirements for Correctional Officer first class.
55. Eligibility Requirements for Senior Prison Officer	50. Eligibility Requirements for Senior Corrections Officer	Clause updated to reflect the change to the essential requirements for promotion to Senior Correctional Officer which were implemented from 1 July 2014.
56. Eligibility to Perform Higher Duties as a Senior Prison Officer	51. Eligibility to Perform Higher Duties as a Senior Corrections Officer	No substantive change to this clause.
57. Pool for Temporary Higher Duties in Custodial Positions	52. Pool for Temporary Higher Duties in Custodial Positions	No change.
58. Security of Employment	53. Security of Employment	Clarified there will be no involuntary redundancies arising directly from the implementation of the agreement, and removed sub clauses 58.3 to 58.5 which were procedural in nature and covered by the PSEM Act.
59. Light Duties		This clause has been omitted as the entitlement to be able to undertake light duties is provided for under other existing legislation.
60. Communication Systems and Information Technology	54. Communication Systems and Information Technology	No change

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
PART 5 – FUTURE DIRECTIONS AND ONGOING CONSULTATION		
61. Occupational Health and Safety		Omitted. The Work Health and Safety legislation exists externally to the agreement and applies regardless of referencing it in an enterprise agreement therefore it is not necessary to include in the new enterprise agreement.
62. Preventing Bullying and Harassment in the Workplace	55. Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace	Updated for consistency as a common core clause across the NTPS, by amending the following: <ul style="list-style-type: none"> <li>• Updated to reflect terms and provisions consistent with <a href="#">Employment Instruction No. 13 Appropriate Workplace Behaviour</a> which is sub-ordinate legislation under the PSEM Act: renamed clause “Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace”,</li> <li>• re-worded provisions to reflect the parties’ commitment and obligations in this area</li> </ul>
63. Management of Change	56. Management of Change	Clause replaced with the FW Act ‘Model Consultation Term’ for enterprise agreements which includes new provisions (i.e. requirement to consult on changes to regular roster or ordinary hours of work) required by the FW Act in all enterprise agreements made from 1 January 2014.
64. Filling Vacancies Resulting from Substantial Change		This clause has been omitted as these are matters of policy and procedure. These provisions have been clarified and are to be included in the proposed, amended <a href="#">Employment Instruction No. 1 ‘Filling Vacancies’</a> which is sub-ordinate legislation under the PSEM Act.
65. Public Sector Consultative Council	57. Consultative Committees	Updated for consistency as a common core clause across the NTPS, by amending the following: <ul style="list-style-type: none"> <li>• Renamed as a ‘Consultative Committees’ clause</li> <li>• The reference to Public Sector Consultative Council (PSCC) has been retained in sub-clause 57.1 of proposed agreement. However, as the function, operation and procedural requirements of the PSCC are addressed in PSEM Regulations, the function and procedural clauses in the current Agreement have been omitted.</li> <li>• Added provision (see new sub-clause 57.2) regarding the establishment of consultative committee at the agency level.</li> <li>• New sub-clause 57.3 makes reference to the Joint Industrial Relations meetings as a consultative committee to discuss industrial relations matters in lieu of omitting clause 66 from the proposed Agreement.</li> </ul>

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
66. Joint Industrial Relations Meetings		This clause has been omitted as was largely procedural in nature. Reference to the Joint Industrial Relations meetings has now been made in clause 57 of proposed Agreement, making this clause a duplication and no longer needed.
	58. Union Rights	Incorporated clause 30 (Union Training Leave) from current Agreement and moved it to clause 58 (Union Rights) in proposed Agreement. This clause now also includes provisions consistent to NTPS General Agreement and provides clarity on Union representation and provisions to communicate to members.
67. Senior Industry Review		This clause has been omitted as it was a clause requiring that a review be undertaken into Senior Industry Officers terms and conditions. This review was completed in July 2014 and United Voice has agreed to the recommendation. As such the clause is now obsolete.
68. Staffing Model	59. Staffing Model	Sub-clause 59.4 has now been omitted as now obsolete. Otherwise no other substantive changes to this clause.
69. Redeployment and Redundancy	60. Redeployment and Redundancy	Updated for consistency as a common core clause across the NTPS, by amending the following: <ul style="list-style-type: none"> <li>Amended to reflect FW Act position in relation to redundancy situations involving a transfer of business where the employer finds alternative employment for the employee.</li> </ul>
<b>SCHEDULES</b>		
Schedule 1. Rates of Pay	Schedule 1. Rates of Pay	Table has been updated to reflect new salary rates and effective pay dates for the term of the Agreement.
Schedule 2. Redeployment and Redundancy	Schedule 2. Redeployment and Redundancy	Updated for consistency as a common core clause across the NTPS, by amending the following: <ul style="list-style-type: none"> <li>PART A “entitlements” will be rewritten to improve clarity and understanding</li> <li>PART B “procedures” will be omitted as procedural elements now provided under <a href="#">Employment Instruction No. 14: Redeployment and Redundancy Procedures</a></li> </ul> <p>Key changes include:</p> <ol style="list-style-type: none"> <li>Voluntary retrenchment entitlements and notice of redundancy periods remain unchanged. Some</li> </ol>

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
		<p>minor amendments were made to ensure compliance with minimum NES requirements. Provision included to clarify that the notice periods under sub-clause 5.2 are offset by the redundancy payment provisions of the NES. The NTPS redundancy entitlement remains generous compared to the NES.</p> <ol style="list-style-type: none"> <li>2. The income maintenance provisions following termination due to redundancy have been removed. The existing provisions allow an employee to elect to be terminated (subject to Commissioner approval) during the notice period, rather than serving the whole period. However, the provisions contain an anomaly in that they require an employee to be paid the unexpired portion of the notice period in lieu on termination, and also provide for income maintenance post termination until the notice period has expired. From a practical perspective, the removal of the income maintenance following termination provision has no effect as it is not considered appropriate that rights and obligations arising from an employment relationship continue beyond the termination of that relationship and the Commissioner would not allow such a situation to occur in any case.</li> <li>3. The income maintenance provisions that apply on the transfer of an employee to a lower level designation and salary, including provisions relating to the impact of personal leave in extending the income maintenance period, were retained and clarified.</li> <li>4. Definitions have been updated to more closely align with the revised PSEM Act provisions. Consistent with the PSEM Act the Schedule also clarifies that employees cannot be transferred to a lower level designation and salary without their consent.</li> <li>5. New, practical union consultation provisions have been included and replace the convoluted, historical provisions.</li> <li>6. Former Part A provisions of a procedural nature have been moved from the Schedule and are covered under Employment Instruction 14 (subordinate legislation under the PSEM Act) setting out procedures for Redeployment and Redundancy situations.</li> </ol>

Explanatory Notes – Correctional Officer (NTPS) 2014-2018 Enterprise Agreement

Prison Officer (NTPS) 2011-2014 Enterprise Agreement Provision		Proposed Changes
ORIGINAL CLAUSE	NEW CLAUSE	COMMENT
		<p>7. In addition, the proposed procedures include the following new concepts:</p> <ul style="list-style-type: none"> <li>• Where a redeployee is placed in a longer term fixed period vacancy (i.e. 18 months or over) the employee may elect, subject to CEO’s approval, to have his or her redeployee status removed.</li> <li>• As part of suitability assessment, an agency may offer to place an employee redeployee in a position for a trial period of up to six months, with the employee or the agency having the ability to terminate the arrangement by mutual agreement. If the employee is serving out a period notice of redundancy at the time that the trial takes place, the notice period will be extended by the period of the trial to ensure that the employee does not lose the opportunity to actively seek other suitable employment options if they are not ultimately suitable for the trial position. Trials are available in some other jurisdictions and are considered a useful training mechanism, likely to facilitate positive suitability outcomes.</li> </ul> <p>It should be noted there have been:</p> <ul style="list-style-type: none"> <li>• no changes to the requirement to offer an employee voluntary retrenchment before a notification of redundancy;</li> <li>• no reductions in voluntary retrenchment entitlements;</li> <li>• no change to the focus on finding suitable employment for redeployees; and</li> <li>• minor amendments to bring clauses in line with the FW Act.</li> </ul>
Schedule 3. Staffing Models	Schedule 3. Staffing Models	Staffing models have were updated to reflect the staffing models currently in use. These will serve the purpose as a point in time reference.
Schedule 4. PSEM By-Laws		This schedule has been omitted as it is a duplication of <a href="#">PSEM Act By-laws</a>
	Schedule 4. Work Life Balance Initiatives	A new schedule 4 has been inserted to provide detail on the new work life balance initiatives included in clause 38. Schedule 4 mirrors the NTPS General Schedule 13.

**PARENTAL LEAVE TABLE OF CHANGES**

<b>Current Provision: Prison Officer (NTPS) 2011 - 2014 EA</b>	<b>Proposed Term/Condition - Explanation</b>	<b>Proposed provision: Correctional Officer (NTPS) 2014 - 2018 EA</b>
Cl 22.1	<i>Relationship with By-laws, NES and other instruments</i> - Technical changes to reflect current terminology used in relation to parental leave. Reference to By-law 53 removed as By-law 53 ceased upon introduction of the revised <a href="#">PSEM Act By-laws</a> on 1 January 2012.	Cl 19.1
Cl 22.2	<i>Definitions –</i> <ul style="list-style-type: none"> <li>• Amended to clarify that ‘continuous service’ for parental leave is service with NTPS.</li> <li>• “primary carer” changed to “primary care-giver” for consistency throughout parental leave clause.</li> <li>• Terms amended/included for consistency with FW Act - “day of placement”(adoption leave); “de facto spouse” changed to “de facto partner”</li> </ul>	Cl 19.2
Cl 22.3(a)	<i>Summary table of parental leave provisions –</i> updated to reflect changes to the relevant clauses and more detail provided in the table for easier reference.	Cl 19.3(a)
Cl 22.3(b)	<i>General conditions relating to parental leave –</i> technical change that removed phrase in brackets (e.g. “except whilst on concurrent leave”). This phrase is unnecessary as paragraph (b) opens with “ <i>Except where otherwise stated in this clause...</i> ”. Also a provision dealing with such an exception has been added to the revised concurrent leave provisions under Paternity/Partner Leave and Adoption Leave.	Cl 19.3(b)
Cl 22.3(d) & (e)	<i>Eligible casual employees –</i> <ul style="list-style-type: none"> <li>• Inserted the specific clause references that apply to casual employees for easier reference.</li> <li>• Clarified ‘transfer to safe job’ and paid ‘no safe job leave’ entitlements applicable to eligible casual employees.</li> </ul>	Cl 19.3(d) & (e)
Cl 22.4	<i>Ordinary Maternity Leave –</i> <ul style="list-style-type: none"> <li>• Clarified ordinary maternity leave applies to a ‘pregnant employee’.</li> <li>• Clarified that an employee who attains 5 years’ continuous service within 18 weeks of the date</li> </ul>	Cl 19.4 & 19.4(c)  (Adoption Leave: Cl 19.7(b)(v))

Current Provision: Prison Officer (NTPS) 2011 - 2014 EA	Proposed Term/Condition - Explanation	Proposed provision: Correctional Officer (NTPS) 2014 - 2018 EA
	on which the employee commenced maternity leave, is eligible for 14 weeks paid leave plus (up to) a further 4 weeks commencing after the end of the qualifying period. (Note: the same provision has been clarified under Adoption Leave)	
Cl 22.4(i) & (j)	<p><i>Transfer to safe job and no safe job leave provisions –</i></p> <ul style="list-style-type: none"> <li>• Inserted sub-headings to enhance readability as ‘paid/unpaid no safe job leave’ provisions are limited to particular circumstances and have not been included in the summary table at the beginning of the clause.</li> <li>• Reworded to reflect terminology used in FW Act and included a provision for the rate of payment applicable to ‘paid no safe job leave’ as per s 81A(2) of FW Act.</li> </ul>	Cl 19.4(i) & (j)
No reference	<i>No safe job leave – casual employees –</i> new provision incorporates FW Act amendment under s 81, applicable from 1 July 2013, which provides casual employees, in certain circumstances, the right to be transferred to a safe job or ‘unpaid no safe job leave’.	Cl 19.4(m)
Cl 22.5(d)(iii)	<i>Special maternity leave –</i> there will be no deduction from an employee’s maximum period of ordinary maternity leave – Previously any special maternity leave taken was deducted from ordinary maternity leave entitlements. Change complies with FW Act amendments.	Cl 19.5(d)(iii)
Cl 22.5(a)(ii) & 22.5(h)(ii)A.	<p><i>Special maternity leave -</i> provisions reworded – no substantive change. Wording changed to be consistent with FW Act terminology and consistent with clause 19.5(e).</p> <p><i>“the Employee’s pregnancy has ended after the first 12 weeks of the pregnancy, other than by the birth of a living child”</i> changed to <i>“the Employee’s pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child”</i>.</p>	Cl 19.5(a)(ii) & 19.5(h)(ii)A.
Cl 22.6	<p><i>Paternity/Partner Leave –</i></p> <ul style="list-style-type: none"> <li>• Reorganised provisions for a more logical flow and inserted sub-headings.</li> <li>• Leave taken at the same time as the Employee’s</li> </ul>	Cl 19.6

Current Provision: Prison Officer (NTPS) 2011 - 2014 EA	Proposed <i>Term/Condition</i> - Explanation	Proposed provision: Correctional Officer (NTPS) 2014 - 2018 EA
	<p>partner (also called 'concurrent leave') increased in line with FW Act amendments – 3 weeks increased to 8 weeks and greater flexibility when leave can be taken (e.g. may be taken in 2 week blocks). No change to paid leave entitlements under this provision.</p> <ul style="list-style-type: none"> <li>• Incorporated FW Act requirements for notice and evidence and when leave can start/finish in relation to the taking of concurrent leave.</li> </ul>	
CI 22. 7	<p><i>Adoption Leave –</i></p> <ul style="list-style-type: none"> <li>• Technical and format changes (e.g. more logical flow, use of sub-headings, pre-adoption leave provisions for casual employees moved to beginning of the section and incorporated into provisions for all employees as the entitlement is the same).</li> <li>• Leave taken at the same time as Employee's partner (concurrent leave) - provisions amended in line with FW Act amendments (e.g. 3 weeks increased to 8 weeks and greater flexibility) (Note: similar provisions as those for concurrent leave under Paternity/Partner Leave).</li> </ul>	CI 19.7
CI 22.7(g)	<p><i>Subsequent adoption when already on adoption leave – entitlements –</i> no substantive change - provisions amended to clarify employee can apply for another adoption leave period in accordance with the applicable parental leave provisions. Change consistent with similar provision under Maternity Leave.</p>	CI 19.7(h)
CI 22.8	<p><i>Combined Parental Leave –</i></p> <ul style="list-style-type: none"> <li>• Clarification - reference to concurrent leave being used by the employee couple expressly provides concurrent leave to be used "...in accordance with concurrent leave provisions..." under Paternity/Partner Leave.</li> <li>• New provision included to clarify that whoever takes the paid leave is paid at his/her salary for the period of leave.</li> </ul>	CI 19.8(b)(iv) & (vii)
CI 22.9	<p><i>Parental Leave at Half Pay –</i> New provision clarifies the taking of half pay parental leave cannot operate to extend the maximum period of parental leave</p>	CI 19.9(b)(iii)

Current Provision: Prison Officer (NTPS) 2011 - 2014 EA	Proposed <i>Term/Condition</i> - Explanation	Proposed provision: Correctional Officer (NTPS) 2014 - 2018 EA
	available to the employee. This is a consistent principle across the parental leave provisions.	
Cl 22.10	<p><i>Access to Other Leave Entitlements While on Parental Leave –</i></p> <ul style="list-style-type: none"> <li>• Enhanced provision by removing the current 24 month limitation on the employee’s ability to access accrued recreation leave and long service leave entitlements. This is more beneficial than NES. Employees on 3 years parental leave may access recreation leave and long service leave at any time.</li> <li>• Access to personal leave while on parental leave no longer permitted.</li> <li>• Clarified that the taking of other paid leave while on parental leave does not break continuity of parental leave.</li> </ul>	Cl 19.10
Cl 22.11	<p><i>Employment While on Parental Leave – new –</i> included specific provisions dealing with ‘Keeping In Touch’ (KIT) days consistent with s 79A of the FW Act. Employee may return to work for up to 10 days (or part days) per year to keep in touch (e.g. training day). Provisions clarify how employee on paid parental leave returning for KIT days is remunerated.</p>	Cl 19.11
Cl 22.12	<p><i>Communication During Parental Leave –</i> minor technical correction to update clause reference.</p>	Cl 19.12
Cl 22.13, 22.14 & 22.15	<p><i>Variation/Extension, Returning to Work, Part-Time Work and Right to Request –</i></p> <ul style="list-style-type: none"> <li>• Existing clauses have been re-organised and re-worded to simplify, improve readability and achieve a more logical approach to requests to vary/extend parental leave.</li> <li>• The revised cl 19.13 has some minor changes to clarify that the employee is entitled to extend their initial leave period where the employee, whether entitled to 52 weeks or 3 years, has taken less than 12 months in the first instance. Under NES an employee is entitled to one extension in the first 12 months. The extension is up to 12 months from first commencing leave. All subsequent extensions/variations are subject</li> </ul>	Cl 19.13, 19.14 & 19.15

Current Provision: Prison Officer (NTPS) 2011 - 2014 EA	Proposed <i>Term/Condition</i> - Explanation	Proposed provision: Correctional Officer (NTPS) 2014 - 2018 EA
	<p>to employer's approval.</p> <ul style="list-style-type: none"> <li>• Incorporated FW Act amendments which enhance an employee's right to request part-time work upon returning from parental leave. The employee can request to return on a part-time basis to care for the child who is of school age or younger (existing provision says "...return to work on part-time basis until the child reaches school age...".)</li> <li>• Amended notice requirements for employee making a request to return to work to more closely reflect that in practice an employee wishing to reduce their parental leave and return to work may want to do so at any time during the leave so the key date for notice should be the date the employee wants to return to work (i.e. "preferred date of return").</li> <li>• Updated what constitutes 'reasonable business grounds' in accordance with s 76(4) FW Act/NES amendments for the purpose of considering employee's requests to vary parental leave. This is a non-exhaustive list for instructive purposes. As per existing requirements, when considering an employee's request to extend parental leave, return to part-time work or reduce parental leave, a CEO can only refuse such a request on 'reasonable business grounds'.</li> <li>• Removed the clause (cl 22.15(e)) which referred to <a href="#">By-law 16 Special Leave Without Pay</a> as an employee can make a request to his/her CEO at any time to take leave without pay under By-law 16. The Enterprise Agreement merely stated this entitlement.</li> </ul>	
Cl 22.16	<i>Replacement Employees</i> – no substantiative change – amended to better reflect new NES requirements (see s 84A of the FW Act). New wording more clearly sets out the information to be provided to a replacement employee.	Cl 19.16
Cl 22.17	<i>Effect of Parental Leave on Service</i> – No substantiative change <ul style="list-style-type: none"> <li>• Clarified clause 19.17(e) in relation to unpaid parental leave counting for service in the</li> </ul>	Cl 19.17

<b>Current Provision: Prison Officer (NTPS) 2011 - 2014 EA</b>	<b>Proposed <i>Term/Condition</i> - Explanation</b>	<b>Proposed provision: Correctional Officer (NTPS) 2014 - 2018 EA</b>
	<p>situation where employee's qualifying period ends within first 14 or 18 weeks of commencing parental leave. Clause now clearly recognises that a period of unpaid parental leave which may fall within the first 14 or 18 weeks needs to count for service in order to trigger any paid parental leave entitlement.</p>	
Cl 22.18	<p><i>Superannuation Contributions During Period of Parental Leave –</i></p> <ul style="list-style-type: none"> <li>• Clarified that the superannuation contribution benefits provided under this clause are for female employees with 12 months continuous service at the time of commencing parental leave.</li> <li>• New provision to clarify that an employee on unpaid parental leave or half pay parental leave for the first six months, will be entitled to the amount of Employer superannuation contributions the employee would have received had the employee not been on approved parental leave.</li> </ul>	Cl 19.18 & 19.18(c)