

CORRECTIONAL OFFICER (NTPS) 2014 – 2018

ENTERPRISE AGREEMENT

FINAL

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement will be known as the Correctional Officer (NTPS) 2014 – 2018 Enterprise Agreement.

2. ARRANGEMENT

PART 1 – APPLICATION AND OPERATION OF AGREEMENT 2

1. TITLE..... 2

2. ARRANGEMENT 2

3. COVERAGE 5

4. DEFINITIONS 5

5. PERIOD OF OPERATION 5

6. RELATIONSHIP TO OTHER INSTRUMENTS 6

7. VARIATION OF PUBLIC SECTOR EMPLOYMENT AND MANAGEMENT ACT 6

8. NO EXTRA CLAIMS 6

9. OBJECTIVES OF AGREEMENT..... 6

10. PRODUCTIVITY AND EFFICIENCY..... 7

11. DISPUTE SETTLING PROCEDURES..... 7

PART 2 – SALARIES, ALLOWANCES AND LEAVE 9

12. RATES OF PAY 9

13. ANNUAL INCREMENTS..... 9

14. CONSOLIDATED ALLOWANCE 10

15. HIGHER DUTIES ALLOWANCE 11

16. CORE TRAINING INSTRUCTOR ALLOWANCE..... 11

17. ELECTRICITY SUBSIDY FOR EMPLOYEES IN REMOTE LOCALITIES 11

18. CORRECTIONAL OFFICER NIGHT SHIFT PAYMENT 12

19. PARENTAL LEAVE 12

20. COMPASSIONATE LEAVE..... 31

21. PERSONAL LEAVE..... 32

22. RECREATION LEAVE..... 37

23. RECREATION LEAVE ARRANGEMENTS AND ROSTERING 39

24.	RECALL FROM RECREATION LEAVE	39
25.	LONG SERVICE LEAVE	39
PART 3 – HOURS OF DUTY, ROSTERING AND OVERTIME		40
26.	HOURS OF DUTY	40
27.	SPAN OF HOURS.....	40
28.	PART-TIME EMPLOYMENT.....	40
29.	PUBLIC HOLIDAYS.....	41
30.	CYCLIC ROSTER	41
31.	MINIMUM NOTICE OF ROSTER CHANGE	42
32.	MEAL BREAKS	42
33.	OVERTIME.....	43
34.	MINIMUM REST PERIOD BECAUSE OF OVERTIME	44
35.	RESTRICTIVE DUTY	45
36.	INDIVIDUAL FLEXIBLE WORKING ARRANGEMENTS.....	45
37.	GROUP VARIATION WORKING ARRANGEMENTS.....	46
38.	WORK LIFE BALANCE.....	47
39.	TIME OFF IN LIEU.....	50
PART 4 – GENERAL EMPLOYMENT CONDITIONS		50
40.	COMMITMENT TO EMPLOYEE ASSISTANCE PROGRAMS	50
41.	‘CASHING UP’ OF AIRFARES ON A COMMON DATE.....	50
42.	RECOVERY OF OVERPAYMENTS AND RELOCATION COSTS ON CESSATION OF EMPLOYMENT	51
43.	SUPERANNUATION.....	51
44.	SALARY SACRIFICE	52
45.	TRAINING AND DEVELOPMENT	53
46.	DUTIES.....	54
47.	CORRECTIONAL OFFICER FIRST CLASS SUITABILITY ASSESSMENT PROCESS	54
48.	ELIGIBILITY REQUIREMENTS FOR CORRECTIONAL OFFICER FIRST CLASS	56
49.	NEW RELEASE OF CERTIFICATE IV CORRECTIONAL PRACTICE	56
50.	ELIGIBILITY REQUIREMENTS FOR SENIOR CORRECTIONAL OFFICER	56

51.	ELIGIBILITY TO PERFORM HIGHER DUTIES AS A SENIOR CORRECTIONAL OFFICER.....	57
52.	POOL FOR TEMPORARY HIGHER DUTIES IN CUSTODIAL POSITIONS.....	57
53.	SECURITY OF EMPLOYMENT	58
54.	COMMUNICATION SYSTEMS AND INFORMATION TECHNOLOGY	58
PART 5 – FUTURE DIRECTIONS AND ONGOING CONSULTATION		58
55.	PREVENTING INAPPROPRIATE WORKPLACE BEHAVIOUR AND BULLYING IN THE WORKPLACE	58
56.	MANAGEMENT OF CHANGE.....	58
57.	CONSULTATIVE COMMITTEES.....	61
58.	UNION RIGHTS.....	61
59.	STAFFING MODEL.....	62
60.	REDEPLOYMENT AND REDUNDANCY	62
SIGNATURES.....		64
SCHEDULE 1 - RATES OF PAY.....		65
SCHEDULE 2—NORTHERN TERRITORY PUBLIC SECTOR REDEPLOYMENT AND REDUNDANCY ENTITLEMENTS		66
SCHEDULE 3 - STAFFING MODELS		71
SCHEDULE 4 – WORK LIFE BALANCE INITIATIVES		76

3. COVERAGE

This Agreement covers:

- (a) The Commissioner;
- (b) United Voice; and
- (c) Employees employed by the Commissioner within a classification set out in **Schedule 1**.

4. DEFINITIONS

“Agency” means the Department of Correctional Services.

“Agreement” means the Correctional Officer (NTPS) 2014 – 2018 Enterprise Agreement.

“CEO” means the Chief Executive Officer of the Agency or his or her delegated officer where applicable.

“Commissioner” means the Northern Territory Commissioner for Public Employment.

“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.

“Determination 11” means the Prison Officers Arbitral Tribunal Determination No. 11, as varied from time to time.

“Employee” means an employee of the Northern Territory Public Sector employed within a designation listed in the classification structure set out in **Schedule 1**.

“FW Act” means the *Fair Work Act 2009* (Cth) as amended from time to time.

“FWC” means Fair Work Commission.

“NTPS” means the Northern Territory Public Sector.

“PSCC” means the Public Sector Consultative Council.

“PSEM Act” means the *Public Sector Employment and Management Act* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations made under the Act, as varied from time to time.

“Union” means United Voice.

5. PERIOD OF OPERATION

- 5.1 This Agreement will commence seven (7) days after it is approved by FWC and will remain in force until 9 August 2018.
- 5.2 Negotiations for a replacement enterprise agreement will commence at least four (4) months prior to the expiry of this Agreement.

6. RELATIONSHIP TO OTHER INSTRUMENTS

- 6.1 This Agreement will be read and interpreted in conjunction with the PSEM Act.
- 6.2 Where there is any inconsistency, this Agreement will prevail over the PSEM Act. For the avoidance of doubt, the PSEM Act is not incorporated into this Agreement.
- 6.3 This Agreement:
 - (a) incorporates provisions of Determination 11 that have ongoing relevance and application; and
 - (b) operates to the exclusion of Determination 11.

7. VARIATION OF PUBLIC SECTOR EMPLOYMENT AND MANAGEMENT ACT

- 7.1 The Parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment.
- 7.2 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the Public Sector Employment and Management By-laws or relevant Determinations will not be unilaterally varied without consultation with the affected Parties prior to the formalisation of an amendment.
- 7.3 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

8. NO EXTRA CLAIMS

- 8.1 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.
- 8.2 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.

9. OBJECTIVES OF AGREEMENT

- 9.1 The Parties agree that continuous improvement strategies will contribute to the efficiency and productivity of the NTPS and it is the intention of the Parties to build upon and enhance the human resource reforms contained in the PSEM Act through:
 - (a) improved human resource practices;
 - (b) staff development;
 - (c) management and professional development programs; and
 - (d) other programs of continuous improvement.
- 9.2 Consistent with sub-clause 9.1, the Parties acknowledge the provisions of the PSEM Act relating to Employee performance management and development systems.
- 9.3 The Parties acknowledge the need to examine jointly and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes and that the consultative mechanisms referred to

in clause 56 (Management of Change), will be employed by the Parties for this process.

- 9.4 The Parties agree that this Agreement provides a basis for enabling Employees to balance their work and family commitments.

10. PRODUCTIVITY AND EFFICIENCY

- 10.1 The Parties to this Agreement recognise the skills, energy and cooperation of Employees in increasing productivity and efficiency across the NTPS and that these improvements are integral to enhanced client service delivery and the career satisfaction and development of Employees. Increasing productivity and efficiency is an ongoing and evolutionary process which takes place within the context of changing Government priorities in policy and service delivery, new client demands, the introduction of new technology, more efficient and effective management and work practices, and ongoing skills development of the workforce.
- 10.2 The past, present and future contribution of Employees in increasing productivity is recognised through improved terms and conditions of employment which arise from the introduction of this Agreement.
- 10.3 The Parties acknowledge that this Agreement recognises productivity improvements occurring during the life of this Agreement.

11. DISPUTE SETTLING PROCEDURES

- 11.1 The Parties are committed to avoiding industrial disputation about the application of this Agreement. Subject to sub-clause 11.2 this clause sets out procedures to settle a dispute that relates to:
- (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards.
- 11.2 This clause does not apply in relation to disputes about:
- (a) Refusals of requests for flexible work arrangements on reasonable business grounds under sub-clause 38.4, sub-clause 19.14(b) of the Agreement and section 65(5) of the FW Act.
 - (b) Refusals of requests for extended parental leave on reasonable business grounds under sub-clause 19.13 of the Agreement and section 76(4) of the FW Act.
- 11.3 This clause does not prevent an Employee who is aggrieved in relation to the matters referred to in paragraph 11.1(a) and 11.2 above from instead seeking review under section 59 of the PSEM Act.
- 11.4 General
- (a) In the event of a dispute arising in relation to a matter covered by this Agreement the following procedure will apply.
 - (b) 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.

- (c) 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.
- (d) Whilst 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 his or her health and safety, has advised the CEO of this concern and has not unreasonably failed to comply with a direction by the CEO to perform other available work that is safe and appropriate for the Employee to perform.
- (e) Subject to any agreement between the Parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.
- (f) Any decision or direction FWC makes in relation to the dispute will be in writing.
- (g) Subject to the right of appeal under sub-clause 11.7(d), any direction or decision of FWC, be it procedural or final, will be accepted by all affected persons and complied with by the Parties.

11.5 Internal Resolution

- (a) In the event of a dispute, the Parties will in the first instance endeavour to resolve the matter internally as follows:
 - (i) The Employee will refer the matter to his or her 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.
 - (ii) If the matter cannot be resolved under paragraph (i) above, it will be referred in writing to the relevant manager for resolution.
 - (iii) If the matter cannot be resolved under paragraph (ii) above, it will be referred in writing to the relevant CEO for resolution.
 - (iv) If the matter cannot be resolved under paragraph (iii) above, it will be referred in writing to the Commissioner for resolution.
- (b) Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in paragraph (a) will begin within 48 hours of, and be completed within five (5) working days of the referral relating to that particular stage.

11.6 Conciliation

- (a) If the dispute remains unresolved after the Parties have genuinely attempted to reach a resolution in accordance with sub-clause 11.5, any party may refer the dispute to FWC, for resolution by conciliation.
- (b) Provided the requirements of sub-clauses 11.4 and 11.5 have been met by the Parties to the dispute, it is 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 his or her own motion or after application by any party, satisfied him or herself that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

11.7 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 paragraph (d), 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 LEAVE

12. RATES OF PAY

12.1 Rates of pay will be increased as set out below:

- (a) 3% effective from the first pay period to commence on or after 9 August 2014;
- (b) 3% effective from the first pay period to commence on or after 9 August 2015;
- (c) 3% effective from the first pay period to commence on or after 9 August 2016;
and
- (d) 3% effective from the first pay period to commence on or after 9 August 2017.

12.2 The rates of pay applicable to this Agreement are contained in **Schedule 1**.

12.3 Employees will be paid fortnightly based on the following formula:

$$\text{Fortnightly pay} = \frac{\text{Annual Salary}}{12}$$

313

13. ANNUAL INCREMENTS

13.1 Subject to the provisions of this clause, an Employee will be entitled to annual increment progression within a classification.

13.2 The authority to apply sub-clauses 13.4 and 13.5 will not be applicable unless the Commissioner is satisfied that an acceptable performance management system is in place which meets the requirements of Employment Instruction No. 4.

- 13.3 The Commissioner will notify the Union of the acceptance of any performance management system for the purposes of sub-clause 13.2 prior to that system being used for deferral of increments.
- 13.4 The CEO may determine to withhold an increment as set out in sub-clause 13.5 on the basis that an Employee:
- (a) having agreed to or having been assigned reasonable performance targets or reasonable required work outcomes, has failed to meet those targets or outcomes, and
 - (b) has received counselling and been provided with the opportunity to improve performance to an acceptable standard, and
 - (c) has failed to attain or sustain an acceptable standard of work performance.
- 13.5 The CEO may withhold an increment as follows:
- (a) The CEO may defer payment for a specified period of time which will be up to six (6) months subject to payment earlier if a specified, and preferably agreed, work performance, training or work outcome target is demonstrated.
 - (b) At the end of the six (6) month deferment period, the CEO may again defer the increment by up to a maximum of a further six (6) months where the required performance standard has not been achieved and alternative steps have been taken to address the less than satisfactory performance. The increment will not be withheld for longer than 12 months in total.
- 13.6 The CEO must provide the reasons for deferring an increment under sub-clause 13.5 in writing to the Employee.
- 13.7 If a decision is made under sub-clause 13.4 or 13.5 the Employee may seek a review on the basis of one or more of the following reasons:
- (a) this clause has not been adhered to;
 - (b) the decision was made to punish or harass the Employee; or
 - (c) natural justice has not been afforded to the Employee.
- 13.8 The review will be conducted in accordance with the grievance review mechanisms under section 59 of the PSEM Act.
- 13.9 In all cases where an increment is deferred, the date to which it is deferred will become the anniversary date for the purposes of the next increment.

14. CONSOLIDATED ALLOWANCE

- 14.1 Employees will be paid a consolidated allowance equal to 34% of salary in lieu of the following entitlements that would otherwise apply:
- (a) leave loading;
 - (b) penalty rates for shift work, including Saturdays, Sundays and Public Holidays; and
 - (c) days off in lieu of rostered and programmed days off falling on Public Holidays.

14.2 Salary for the purpose of calculating any payment under this clause will include higher duties allowance, but will exclude all other allowances.

14.3 The consolidated allowance:

- (a) applies to payments for all forms of leave;
- (b) does not apply to the calculation of overtime rates of pay

14.4 In the case of new Employees attending the Trainee Correctional Officer Course, the consolidated allowance will only apply to hours of duty performed in a Gazetted Prison whilst performing "in service" orientation.

15. HIGHER DUTIES ALLOWANCE

15.1 An Employee who is required to perform the duties of a designation higher than his or her own will be paid the salary and allowances applicable to that designation for each shift so performed, provided a minimum of four (4) hours is worked on such shift.

15.2 An Employee who, at the time of proceeding on approved recreation leave, was in receipt of higher duties allowance determined in accordance with sub-clause 15.1, will continue to be paid such allowance to the extent that the CEO determines that the allowance would have been paid but for the granting of leave.

16. CORE TRAINING INSTRUCTOR ALLOWANCE

16.1 Subject to sub-clause 16.2, an Employee who holds a current Certificate IV Training and Assessment Skills Set who is approved by the CEO to deliver core training instruction to other staff will be paid an allowance of \$100 for each day of training delivered, inclusive of any preparatory or post delivery activities associated with the training, regardless of whether or not these activities are carried out on the same day that the training is delivered.

16.2 Payment of the allowance is conditional upon the Employee receiving prior approval from the CEO in respect of each training session delivered.

17. ELECTRICITY SUBSIDY FOR EMPLOYEES IN REMOTE LOCALITIES

17.1 An electricity subsidy will apply to Employees stationed in remote localities as follows:

(a) 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 by the Commissioner from time to time, subject to the relevant category of remoteness and the Employee's eligibility for the dependent/after hours rate.

(b) The electricity subsidy for the dependent/after hours rate is payable only where the Employee:

(i) Has recognised dependents, being an Employee's spouse or defacto spouse, or children under the age of 18 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
- (ii) 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.
- (c) The electricity subsidy will be paid fortnightly in addition to salary and will count as salary for the purpose of taxation and superannuation.
- (d) The electricity subsidy will not be paid during periods of leave without pay which do not count as service.
- (e) The electricity subsidy will be paid to part-time Employees on a pro-rata basis.
- (f) Only one subsidy is payable per dwelling.

18. CORRECTIONAL OFFICER NIGHT SHIFT PAYMENT

18.1 A Correctional Officer or Senior Correctional Officer on night shift and responsible for the operation of the prison, will be paid an Officer in Charge (OIC) responsibility allowance calculated in accordance with sub-clause 18.2 for the duration of that shift.

18.2 The Officer in Charge responsibility allowance will be calculated in accordance with the following formula:

$$A = (B \times C + 25\%) - (D \times C + 34\%)$$

Where:

A = Allowance amount

B = Chief Prison Officer (CPO) base salary hourly rate

C = number of hours worked on OIC shift

25% = CPO consolidated allowance

D = Employee's nominal salary hourly rate

34% = PO consolidated allowance

19. PARENTAL LEAVE

19.1 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/partner, and adoption leave.
- (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.

19.2 Definitions

For the purpose of this clause:

- (a) “continuous service” in relation to a period of service by an Employee, means a period of service with the Employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, or the Northern Territory.
- (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 the 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 19.8 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 19.3.
- (i) “primary care-giver” means an Employee who has primary responsibility for the care of a child.

(j) "spouse" includes a de facto partner, former spouse or former de facto spouse.

19.3 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
19.4(a)(i)	Ordinary maternity – (primary care-giver) up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks (1 year)
19.4(a)(ii)/ 19.9	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)
19.4(a)(iii)/ 19.9	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)
19.5(a)(i)/ 19.5(b) / 19.5(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
19.5(a)(ii)/ 19.5(e)(i)/ 19.5(e)(ii) / 19.5(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
19.5(a)(ii)/ 19.5(e)(iii) / 19.5(b) 19.9	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

Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
19.5(a)(ii) /19.5(e)(iv) /19.5(b) 19.9	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
19.6(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
19.6(a)(ii)/ 19.9	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
19.6(a)(iii)/ 19.9	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
19.6(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)
19.6(b)(ii)	Paternity/partner (primary care-giver) – up to 36 months– unpaid (at least 12 months continuous service)	-	156 weeks	156 weeks (3 years)
19.7(a)	Pre-adoption to attend interviews prior to adoption (No minimum service requirements, includes eligible casual and casual employees)	-	2 days	2 days

Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
19.7(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
19.7(b)(ii)/ 19.9	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)
19.7(b)(iii)/ 19.9	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)
19.7(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
19.7(c)(ii) 19.9	Adoption (partner) – up to 8 weeks taken 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
19.7(c)(iii)/ 19.9	Adoption (partner) – up to 8 weeks taken at time of initial placement – (at least 5 years continuous service)	2 weeks (or 4 weeks at half pay)	6 week	8 weeks
19.7(d)(i)	Adoption (partner)(primary care-giver) – up to 52 weeks– (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks

Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
19.7(d)(ii)	Adoption (partner)(primary care-giver)– up to 36 months (at least 12 months 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 parental leave and do not extend the period of leave.
- (d) With the exception of eligible casual Employees, as set out in sub-clause 19.3(e), and sub-clauses 19.4(m) and 19.7(a), this clause does not apply to Employees engaged on a casual basis.
- (e) Eligible casual Employees, as defined in sub-clause 19.2(d), are only entitled to access:
 - (i) the unpaid parental leave entitlements set out in sub-clauses 19.4(a)(i), 19.5(a), 19.5(e)(i), 19.5(e)(ii), 19.6(a)(i), 19.6(b)(i), 19.7(a), 19.7(b)(i), 19.7(c)(i) and 19.7(d)(i); and
 - (ii) the paid no safe job leave entitlements in sub-clause 19.4(j).

19.4 Ordinary Maternity Leave

- (a) Subject to the requirements of this sub-clause, a pregnant 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 (3) 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 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 CEO 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 CEO may require the Employee to start ordinary maternity leave if the Employee:
 - (i) does not give the CEO the requested certificate within seven (7) days after the request; or
 - (ii) within seven (7) days after the request for the certificate, gives the CEO 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 19.4, 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 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.

- (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 19.14 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 19.4(a)(i), 19.4(a)(ii) or 19.4(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.

19.5 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 otherwise 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 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, the first 14 weeks will be paid 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.

- (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.

19.6 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 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 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 paragraph (i) to (iii):
 - (A) Leave is to be taken in the first 12 months from 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:
 - (1) 10 weeks before starting the leave, unless paragraph 2) below applies.
 - (2) if the leave is to be taken in separate periods, and the leave is not the first of those periods of leave, four (4) weeks before starting the period of leave; or
 - (3) 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 paragraph (i) or (ii), an Employee must give the CEO 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 (b)(i) or (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 19.14 apply.

19.7 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 paragraph (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.
 - (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) Adoption Leave – Employee is nominated as primary care-giver upon initial placement of the child following adoption.
 - (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 day of placement and must end within 52 weeks of the day 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 day of placement and must end within 36 months of the day 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 day of placement and must end within 36 months of the day 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, the first 14 weeks will be paid leave and any additional leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (c) Adoption Partner Leave (includes 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 may commence at any time in the two (2) weeks before the day of placement, and 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 may commence at any time in the two (2) weeks before the day of placement, and 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 may commence at any time in the two (2) weeks before the day of placement, and can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave.
 - (iv) In the case of Adoption Partner Leave under paragraphs (i) to (iii):
 - (A) Leave is to be taken in the first 12 months from day of placement of the child.
 - (B) Unless the CEO agrees, leave must not start before the day 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:
 - (1) 10 weeks before starting the leave, unless paragraph 2) below applies;
 - (2) if the leave is to be taken in separate periods of leave, and the leave is not the first of those periods of leave, 4 weeks before starting the period of leave; or
 - (3) 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, at the time of commencing leave, and provided that such leave must end within 24 months of the day 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 at the time of commencing leave, and provided that such leave must end within 36 months of the day the placement.
- (e) To be entitled to adoption leave under paragraphs (b) or (d), an Employee must give the CEO 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):
 - (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; and
 - (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 under paragraphs (b) or (d) and the adoption 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 19.14 apply.
- (h) Subject to notice and evidence requirements set out in paragraph (e), where an Employee exercising adoption leave under paragraph (b)(i) to (b)(iii) adopts another child during the period of leave, the Employee can elect to commence another period of leave, in accordance with sub-clause (b)(i), (b)(ii) or (b)(iii), from the day of placement of the child relating to the second adoption.

19.8 Combined Parental Leave

- (a) An Employee Couple (as defined in sub-clause 19.2(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) Sub-clause 19.14(a), where the birth giver may not return to work any less than six (6) weeks after the date of birth of the child.
 - (iii) the birth giver using a minimum of:
 - (A) six (6) weeks unpaid maternity leave in accordance with sub-clause 19.4(a)(i); or
 - (B) six (6) weeks paid maternity leave in accordance with sub-clause 19.4(a)(ii) or 19.4(a)(iii);
 - (iv) concurrent leave being used by the Employee Couple for a maximum of eight (8) weeks and in accordance with concurrent leave provisions as set out in sub-clause 19.6(a)(iv);
 - (v) 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;
 - (vi) a maximum of two (2) interchanges of Employees sharing the combined Parental Leave; and
 - (vii) 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 or her salary for the period of leave.

19.9 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.

19.10 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 paragraph (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.

19.11 Employment While on Parental Leave

- (a) With the exception of 'keeping in touch days' under paragraph (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 (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 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 (i).
- (c) An Employee on unpaid parental leave 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.

19.12 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,
 - (iii) 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 19.14(b).

19.13 Extend Period of Parental Leave

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

- (a) An Employee who has commenced his or her initial nominated parental leave period under sub-clause 19.4(a), 19.6(b)(i), 19.6(b)(ii), 19.7(b)(i), 19.7(b)(ii), 19.7(b)(iii), 19.7(d)(i) or 19.7(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 CEO at least four (4) weeks written 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, subject to CEO approval and notice periods set out in paragraph (c), to extend parental leave as follows:
 - (i) In relation to leave (up to 52 weeks) taken under sub-clause 19.4(a)(i), 19.6(b)(i), 19.7(b)(i) or 19.7(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 19.4(a)(ii), 19.4(a)(iii), 19.6(b)(ii), 19.7(b)(ii), 19.7(b)(iii) or 19.7(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 19.15.
- (e) Any additional parental leave granted under this sub-clause will be unpaid.

19.14 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.
- (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 19.15.
- (c) If agreed between CEO and the Employee, an Employee whose period of parental leave has started may reduce the period of parental leave. Responses to requests will be in accordance with sub-clause 19.15.

A written application must be made at least:

- (i) four (4) weeks before the Employee's preferred date of return where the Employee is on parental leave for a period up to 52 weeks; or
 - (ii) 12 weeks before the Employee's preferred date of return where the Employee is on parental leave for a period in excess of 52 weeks.
- (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 19.4(i) or 19.4(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.

19.15 CEO's Consideration of Employee's Request

In relation to an Employee's request made under sub-clause 19.13(b), 19.14(b) or 19.14(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.

19.16 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 a CEO engages a replacement Employee the CEO 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.

19.17 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 19.10 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 19.9, only the first 1 week, 2 weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave 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 commencement of unpaid maternity, special maternity leave or adoption leave resulting from the application of sub-clauses 19.4(b), 19.4(c), 19.5(f), 19.5(g), 19.7(b)(iv) and 19.7(b)(v), will count as service.

19.18 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 care giver 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.

20. COMPASSIONATE LEAVE

20.1 Relationship with By-laws and other instruments

The provisions of this clause set out all entitlements in relation to compassionate leave, and replace all By-law entitlements relation to compassionate leave.

20.2 Except where otherwise stated in this clause, this clause does not apply to Employees engaged on a casual basis.

20.3 For the purposes of this clause:

- (a) "child" means birth, an adopted, step, exnuptial 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:

- (i) a spouse, child, parent, grandparent, grandchild, or sibling of the Employee; or
- (ii) a child, parent, grandparent, grandchild, or sibling of a spouse of an Employee;

(d) "spouse" includes a former spouse, de facto partner and former de facto partner.

20.4 Subject to sub-clause 20.5 and 20.6, 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) an Employee is entitled to three (3) days of paid compassionate leave. Such leave may be taken as a block of three (3) days for each occasion, in broken periods of at least one day, or as agreed between the Employee and the CEO; or
- (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 CEO.

20.5 Notice Requirements

An Employee must provide the CEO with notice of the taking of leave under this clause as soon as practical (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.

20.6 Documentation Requirements

The CEO may require an Employee to produce documentary evidence of the need for compassionate leave.

20.7 In addition to the paid entitlement under sub-clause 20.4 the CEO may grant a period of unpaid compassionate leave once the entitlement to paid leave is exhausted.

21. PERSONAL LEAVE

21.1 Relationship with By-laws and other instruments

The provisions of this clause set out all entitlements in relation to personal leave (sick/carer's leave), and replace all By-law entitlements relating to personal leave (sick/carer's leave).

21.2 General

(a) Subject to this clause, an Employee may take personal leave if the leave is:

- (i) because the Employee is not fit for work because of a personal illness, or personal injury affecting the Employee (sick leave); or
- (ii) to provide care or support to a member of the Employee's immediate family or household who requires such care or support because of:

(A) a personal illness or personal injury affecting the member (carer's leave); or

- (B) an unexpected emergency affecting the member (carer's leave).

21.3 Definitions

For the purpose of this clause:

- (a) "child" means birth, an adopted, step, exnuptial or adult child;
- (b) "defacto 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" member means:
- (i) a spouse, child, parent, grandparent, grandchild, or sibling of the Employee; or
 - (ii) A child, parent, grandparent, grandchild or sibling of a spouse of the Employee.
- (Note: 'Spouse' includes de facto partner, refer sub-clause 21.3(g))
- (d) "medical certificate" means a certificate signed by a registered health practitioner;
- (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); and
- (g) "spouse" includes a former spouse, a defacto partner or a former defacto partner.

21.4 Paid Personal Leave Entitlement

- (a) An ongoing Employee is entitled to:
- (i) three (3) weeks paid personal leave on commencement of employment; and
 - (ii) three (3) weeks paid personal leave annually on the anniversary of the Employee's commencement date.
- (b) A fixed period Employee is entitled to:
- (i) two (2) days paid personal leave on commencement of employment;
 - (ii) Up to one (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 the Employee's commencement date.

- (c) Where an Employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of paragraph (a) 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.
- (d) A part time Employee is entitled to paid personal leave on a pro-rata basis in accordance with his or her agreed hours of work.
- (e) Casual Employees are not entitled to paid personal leave.
- (f) Paid personal leave is cumulative.
- (g) 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;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.

21.5 Accessing Paid Personal Leave

- (a) Subject to the requirements of sub-clauses 21.7 and 21.8, an Employee is entitled to access paid personal leave up to a maximum of his or her accrued personal leave entitlement.
- (b) An Employee may access personal leave without providing documentary evidence, up to a maximum of five (5) days or the equivalent number of hours of duty per personal leave year, provided that no more than three (3) of those days may be consecutive working days or the equivalent number of hours of duty.
- (c) An Employee may elect to access personal leave at half pay where the absence is at least one (1) day.

21.6 Additional Personal Leave

- (a) Subject to the requirements of sub-clauses 21.7 and 21.8, an Employee who has exhausted his or her entitlement to paid personal leave is entitled to access up to two (2) days unpaid carer's leave on each occasion that he/she requires carer's leave. This 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 CEO.
- (b) After considering all relevant circumstances, the CEO may grant:
 - (i) an amount of unpaid leave in excess of the amount specified in paragraph (a).
 - (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 paragraphs (a) and (b)(i) apply to casual Employees.

21.7 Notice Requirements

An Employee must make all reasonable effort to advise his or her manager as soon as reasonably practicable on any day of absence from his or her employment. If it is not reasonably practicable for the Employee to give prior notice of absence due to circumstances beyond the Employee's control, the Employee will notify his or her manager by telephone of such absence at the first opportunity of such absence.

21.8 Documentation Requirements

- (a) An Employee must apply for personal leave in the form required by the CEO as soon as it is reasonably practicable for the Employee to make the application.
- (b) Subject to paragraph 21.5(b), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in sub-clause 21.2(a)(i) (sick leave), an Employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
 - (i) a medical certificate from a registered health practitioner; or
 - (ii) where it is not reasonably practicable for the Employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside in a remote or regional locality or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:
 - (A) the reasons why it was not practicable to provide a medical certificate; and
 - (B) the reasons for, and length of absence.
- (c) Subject to sub-clause 21.5(b), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in sub-clause 21.2(a)(ii) (carer's leave), an Employee must, as soon as reasonably practicable, provide the CEO with evidence which may include a medical certificate from a Registered Health Practitioner or other relevant documentary evidence stating the condition of the person concerned, or the unexpected emergency, and that this condition/unexpected emergency required the Employee's care or support.

21.9 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of sub-clauses 21.7 and 21.8 and the recreation leave and long service leave provisions, an Employee may access paid personal leave during periods of recreation and long service leave.
- (b) Where recreation leave or long service leave had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

21.10 Medical examination at the direction of the CEO

- (a) The CEO may direct an Employee to attend an examination by a registered health practitioner approved by the Commissioner where:
 - (i) an Employee is frequently or continuously absent, or expected to be so, due to illness;

- (ii) it is considered that an Employee's efficiency may be affected due to illness;
 - (iii) there is reason to believe that an Employee's state of health may render the Employee a danger to himself or herself, other Employees or the public; or
 - (iv) under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.
- (b) An Employee directed to attend a medical examination in accordance with paragraph (a) who is:
- (i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;
 - (ii) an Employee other than one to which sub-paragraph (i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known,
- and the grant of sick leave after the date of examination or the Employee's return to duty will be subject to the findings of the medical examination.
- (c) The CEO will not grant sick leave where the Employee fails to attend a medical examination without reasonable cause, or where illness is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

21.11 Infectious disease

Where an Employee produces documentary evidence that:

- (a) he/ she is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act*, and
 - (b) by reason of any law of the Territory or any State or Territory of the Commonwealth is required to be isolated from other persons,
- the CEO may grant
- (c) sick leave for any period during which the Employee actually suffers from illness; or
 - (d) recreation leave in relation to any period during which the Employee does not actually suffer from illness.

21.12 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 the Employee's war service, provided satisfactory medical evidence is produced.

21.13 Personal leave – 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.

22. RECREATION LEAVE

22.1 Relationship with By-laws and other instruments

The provisions of this clause set out all entitlements in relation to recreation leave, and replace all By-law entitlements relating to recreation leave.

22.2 Interpretation

For the purposes of this clause:

- (a) "month" means a calendar month.
- (b) "shift worker" means an Employee who works rostered shifts including day shift, evening shift and night shift.
- (c) "year" means a calendar year.

22.3 Recreation Leave

- (a) An Employee (except for a casual Employee) is entitled to:
 - (i) four (4) weeks paid recreation leave per year;
 - (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. This will not affect and will be in addition to the entitlement under paragraph (iii); and
 - (iii) an additional seven (7) consecutive days including non-working days paid recreation leave per year for a seven (7) day shift worker, provided that a shift worker rostered to perform duty on less than 10 Sundays during a year is entitled to additional paid recreation leave at the rate of half a day for each Sunday rostered.
- (b) A rostered overtime shift of three (3) hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in paragraph (a)(iii).

22.4 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 or 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 or her ordinary hours of work or, agreed hours of work if a part-time Employee.
- (e) Recreation leave accumulates from year to year.

22.5 Granting of Leave

The CEO may, on application in writing by the Employee, grant leave for recreation purposes, subject to the Agency's operational requirements.

22.6 Excess Leave

Where an Employee has recreation leave entitlements in excess of two (2) years (or three (3) years 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 (2) years (or three (3) years in the case of a compulsory transferee) of entitlements.

22.7 Cash-out of Leave

An Employee may apply, in writing, to the CEO to cash-out an amount of his or her available recreation leave provided that:

- (a) the Employee's remaining accrued entitlement to paid recreation leave is not less than four (4) weeks;
- (b) each cashing out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and Employee;
- (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone; and
- (d) a minimum of five (5) days to be cashed-out on any occasion.

22.8 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 21 (Personal Leave), the CEO may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

22.9 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 CEO 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 CEO's discretion.

23. RECREATION LEAVE ARRANGEMENTS AND ROSTERING

- 23.1 To ensure efficient roster management, subject to sub-clauses 23.2 and 23.3 below, Employees are required to take recreation leave in blocks of a minimum of seven (7) calendar days.
- 23.2 Notwithstanding sub-clause 23.1 above and sub-clause 23.7 below, Employees may apply to take up to five (5) single days of recreation leave per year to cater for short term or single shift absences.
- 23.3 The CEO may, upon request and at his or her absolute discretion, grant single recreation days over and above the five (5) single days referred to in sub-clause 23.2, in the event of exceptional circumstances justifying approval of the request.
- 23.4 Clause 22.5 applies to recreation leave applications under sub-clauses 23.2 and 23.3 above.
- 23.5 Recreation leave should be taken in the year that it accrues.
- 23.6 Recreation leave rosters for the next calendar year are to be drawn up in consultation with recognised Union delegates and posted by the end of September each year.
- 23.7 The recreation leave roster will not be altered unless:
 - (a) In the opinion of the CEO an alteration is necessary having regard to operational requirements; or
 - (b) The CEO approves an agreed leave swap between Employees.
- 23.8 An Employee whose last period of recreation leave was rostered so that more than one-third of the leave fell in the period 1 June to 31 August inclusive will not, without the Employee's consent, be rostered for their next period of recreation leave so that any part of that leave falls within these dates.

24. RECALL FROM RECREATION LEAVE

- 24.1 If an Employee on recreation leave is recalled to return to duty before the expiration of his or her leave, the unexpired period of leave will be re-credited.
- 24.2 An Employee recalled from recreation leave will be entitled to reimbursement of additional, unavoidable expenses incurred as a direct result of the recall. The amount of any such reimbursement will be determined by the CEO.

25. LONG SERVICE LEAVE

- 25.1 Subject to the provisions of this clause, Long Service Leave (LSL) will be utilised as detailed in By-law 8.
- 25.2 Employees are entitled to paid long service of:
 - (a) Four (4) calendar months after completing 10 years of Continuous Service; and

- (b) An additional four (4) tenths of a month on completion of each subsequent year of Continuous Service.

25.3 Notwithstanding the general entitlement specified in sub-clause 25.2 above, for the purposes of recognition of prior service under by-law 8.18, Employees commencing employment after 1 September 1997 will have any prior long service leave credits credited at the rate of 1.3 weeks per year for that prior service.

25.4 Payment on resignation – less than ten years service

- (a) Subject to paragraph (b) an incentive to retain staff the Parties agree that for the purposes of the special entitlement to payment in lieu of LSL on resignation of employment, the CEO may authorise payment of:

- (i) 30 calendar days after seven (7) completed years of service in the NTPS;
- (ii) 60 calendar days after eight (8) completed years of service in the NTPS;
or
- (iii) 90 calendar days after nine (9) completed years of service in the NTPS.

- (b) The entitlement to payment in lieu of LSL for recognised prior service will be calculated at the rate at which that prior service is recognised in accordance with sub clause 25.3.

PART 3 – HOURS OF DUTY, ROSTERING AND OVERTIME

26. HOURS OF DUTY

The ordinary hours of duty of Employees will not exceed 38 hours per week, or an average of 38 hours per week over a cycle of up to 12 weeks.

27. SPAN OF HOURS

The span of hours will be 6:00 am to 6:00 pm.

28. PART-TIME EMPLOYMENT

28.1 No Employee who is currently employed on a full-time basis will be required to convert to part-time employment or transfer without his or her consent to enable part-time employment.

28.2 Changes to a part-time Employee's hours originally established may be made by mutual agreement between the CEO and the Employee.

28.3 The span of hours during which a part-time Employee may work his or her ordinary hours will be the same span applicable to full-time Employees.

28.4 Overtime will only be paid for work performed:

- (a) outside the normal span of hours specified in clause 26, except where the Employee is a shift worker;
- (b) after working in excess of 64 hours per fortnight.

- 28.5 Part-time Employees will be employed for not fewer than 16 hours and not more than 64 hours per fortnight, and will not be required to work less than four (4) hours on any given day.
- 28.6 Where the Employee agrees, a part-time Employee may work fewer or more hours per week than the minimum or maximum limits stipulated in 28.5.
- 28.7 A part-time Employee will be entitled to all conditions of employment applicable to a full-time Employee on a pro-rata basis.
- 28.8 Entitlement to service increments will be on the basis of having worked the same chronological time period that entitles a full-time Employee to an increment, regardless of the number of hours worked.

29. PUBLIC HOLIDAYS

- 29.1 A public holiday means a day that is declared to be a public holiday under the Public Holidays Act (NT).
- 29.2 An Employee will observe any day proclaimed or gazetted as a public holiday.
- 29.3 An Employee may be required to work on any public holiday.
- 29.4 Payment for work on a public holiday is specified in clause 14 (Consolidated Allowance)

30. CYCLIC ROSTER

- 30.1 Employees may be required to work continuous, rotating shift cycles.
- 30.2 Shift rosters will be posted in a position accessible to all Employees, at least seven (7) days before the day on which the rosters commence.
- 30.3 Shift rosters of less than 12 hours will be developed so that, where practicable, they result in Employees receiving two (2) rest days in each seven (7) days or four (4) rest days in each 14 days (as the case may be), with at least one (1) rest day in each 14 days being a Sunday (noting that each rest day comprises at least 24 hours off duty);
- 30.4 12 hour shift rosters will be developed so that:
- (a) where practicable:
 - (i) Employees will not be rostered on both a Saturday and Sunday for more than three (3) consecutive weekends;
 - (ii) in the event that Employees are rostered on both a Saturday and Sunday for three (3) consecutive weekends, they will not be rostered to work on a Saturday or Sunday for the following two (2) consecutive weekends;
 - (b) they provide for at least 12 hours break between consecutive rostered shifts; and
 - (c) they provide for at least 72 hours break between one (1) block of consecutive rostered night shifts and the commencement of the next block of consecutive rostered shifts.

- 30.5 The Union will be consulted in accordance with clause 56 (Management of Change) prior to the introduction of substantial changes to shift rosters.
- 30.6 The Parties agree to the continuation of a cyclic roster during the life of this Agreement.

31. MINIMUM NOTICE OF ROSTER CHANGE

- 31.1 Employees should be given as much notice as practicable of any change to their rostered shifts.
- 31.2 Where an Employee is unable to perform his or her rostered shift and the CEO changes the roster of another Employee to cover that vacancy, the new hours of duty will, for all purposes, be the replacement Employee's rostered shift.
- 31.3 Subject to sub-clause 31.5, in circumstances outlined in sub-clause 31.2 above where the CEO receives:
- (a) less than seven (7) days notice of the roster vacancy, any change to another Employee's roster to cover that vacancy must be made within 24 hours of the CEO being advised of the roster vacancy. Where this does not occur, the first shift on the changed roster will be paid at overtime rates;
 - (b) at least seven (7) days notice of a roster vacancy occurring, and changes another Employee's roster to cover that vacancy without giving at least seven (7) days notice, overtime rates will be payable for the number of days comprising the shortfall between 7 days notice and the actual notice received.
- 31.4 If an Employee is advised of a roster change which involves him or her ceasing duty and resuming duty later in the same day, all duty performed outside his or her initial rostered hours for that day will be paid at overtime rates.
- 31.5 The provisions of this clause do not apply where an Employee volunteers to change shifts on less than seven (7) days notice or where the CEO approves an exchange of shifts agreed between Employees under sub-clause 31.6 below.
- 31.6 Employees are permitted to exchange shifts or days off, or to perform duty for other Employees, provided prior approval has been granted by the CEO.

32. MEAL BREAKS

- 32.1 Employees are entitled to the following meal breaks:
- (a) Employees other than 12 hour shift workers will receive a paid meal crib of 20 minutes within the period of the shift while remaining on duty; and
 - (b) 12 hours shift workers will receive two (2) paid meal cribs of 20 minutes within the period of the shift while remaining on duty.
- 32.2 Employees will be allowed two (2) paid tea breaks of 15 minutes each during a shift. Arrangements for the taking of tea breaks will be mutually agreed between employer and Employee.
- 32.3 Where an Employee has completed his or her ordinary hours of duty on a particular day and for operational reasons is required to perform overtime continuous with ordinary duty for a period exceeding two (2) hours duration, the Employee will be

supplied with a meal and where practicable granted a meal break of 20 minutes, which will count for the purposes of overtime.

33. OVERTIME

- 33.1 Subject to sub-clause 33.2, an Employee will be liable to be called for duty at any time that he/she is required in accordance with the provisions of this clause.
- 33.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- (a) any risk to the Employee's health and safety from working the overtime;
 - (b) the Employee's personal circumstances, including family responsibilities;
 - (c) any notice given by the CEO of any request or requirement to work the overtime;
 - (d) any notice given by the Employee of his or her intention to refuse to work the overtime;
 - (e) the needs of the Agency or work unit;
 - (f) whether the Employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working the overtime;
 - (g) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
 - (h) the nature of the Employee's role and the level of responsibility;
 - (i) whether the overtime is in accordance with an averaging arrangement agreed to by the CEO and the Employee; and
 - (j) any other relevant matter.
- 33.3 Subject to the provisions of this clause, the overtime payment provisions of sub-clause 33.7 will apply to duty performed:
- (a) on any day which is outside the normal rostered ordinary hours of duty; or
 - (b) in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts;
- 33.4 No duty performed by an Employee in excess of his or her ordinary hours of duty will attract the overtime payment provisions of sub-clause 33.7 unless it was performed at the direction of the CEO.
- 33.5 Any duty performed immediately following the conclusion of a rostered shift not exceeding 15 minutes at any one time, will not attract the overtime payment provisions of sub-clause 33.7 unless the total of such periods in any fortnightly pay period exceeds one (1) hour.
- 33.6 The overtime payment provisions of sub-clause 33.7 will apply where an Employee is required to travel on duty outside of the normal rostered ordinary hours of duty on any day for the purpose of:

- (a) performing continuous official duty; or
- (b) escorting prisoners,

provided that where two (2) Employees are travelling together in the same escort duty, the CEO may direct that the time to be paid at overtime rates to each Employee will not exceed four (4) hours in any one (1) day.

33.7 Except as otherwise provided in this Agreement, an Employee who performs overtime will be paid at the following rates:

- (a) Monday to Saturday – Time and a half for the first two (2) hours and double time thereafter;
- (b) Saturday (where overtime is in addition to ordinary time on that day) and Sunday – Double time; and
- (c) Public Holidays – Double time and one half.

33.8 The minimum payment for each separate overtime attendance which is not continuous with ordinary duty is three (3) hours at the appropriate overtime payment rate. Employee's will not, except due to unforeseen circumstances, be required to work the full three (3) hours if the job they were recalled to perform is completed within a shorter period.

33.9 Where more than one (1) attendance is involved, the minimum overtime payment provision specified under sub-clause 33.8 will not operate to increase an Employee's overtime payment beyond the amount which would have been received had the Employee remained on duty from the commencing time of duty on one (1) attendance to the ceasing time of duty on a following attendance.

33.10 Sub-clause 33.8 will not apply in a case where it is customary for an Employee to return to work to perform a specific task outside of his or her rostered shift.

33.11 Payment for overtime will be made on the earliest practicable pay day following the performance of the overtime.

34. MINIMUM REST PERIOD BECAUSE OF OVERTIME

34.1 For the purposes of this clause:

- (a) Only overtime in excess of three (3) hours worked between successive rostered shifts is relevant;
- (b) "rostered shift" means the period of ordinary duty which an Employee is assigned on the roster duly posted in accordance with sub-clause 30.2;
- (c) "minimum rest period" means a period of eight (8) consecutive hours off duty plus reasonable travel time; and
- (d) "reasonable travel time" means a total of thirty minutes to cover the time taken to travel from and to the place of employment. This provision does not apply to an Employee who remains in residence at the place of employment between rostered shifts.

- 34.2 In the interests of Employee health and safety, when overtime is necessary it should be arranged so that an Employee has a minimum rest period between successive rostered shifts.
- 34.3 In consideration of sub-clause 34.2 the CEO may use one or more of the following procedures when arranging overtime:
- (a) Arrange for overtime to be worked for a period that will ensure the Employee has a minimum rest period;
 - (b) Share overtime between Employees;
 - (c) Alter the commencement time of the Employee's next rostered shift, without loss of salary;
 - (d) Change an Employee's shift in accordance with clause 31 (Minimum notice of roster change); or
 - (e) Any other reasonable procedure, in consultation with the Employee or his or her nominated representative, which may be a recognised Union delegate.
- 34.4 If because of overtime an Employee does not have a minimum rest period, that Employee will be paid double time for his or her rostered shift until he or she has been released for a minimum rest period.
- 34.5 The provisions of this clause do not apply where a shift is changed or exchanged at the initiative of the Employee.

35. RESTRICTIVE DUTY

- 35.1 The Parties acknowledge that under normal circumstances the provisions of relevant By-laws will apply to restrictive duties, but that agreed variations to these arrangements can be made between the Parties on a case-by-case basis.
- 35.2 Once agreed, the Commissioner will give effect to these variations through a determination or other appropriate instrument.

36. INDIVIDUAL FLEXIBLE WORKING ARRANGEMENTS

- 36.1 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;
 - (ii) payment for overtime taken as pay or time off in lieu of payment;
 - (iii) commuted salaries or allowances;
 - (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) does 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.

36.2 Arrangements are to be in writing and:

- (a) 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;
- (b) Include 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
- (c) states the period of operation of the arrangement.

36.3 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.

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

36.5 The CEO or Employee may terminate the individual flexibility arrangement:

- (a) by giving written notice of not more than 28 days (or in accordance with FW Act requirements) to the other part to the arrangement; or
- (b) if the CEO and Employee agree in writing – at any time.

36.6 An Employee may choose to be represented by his or her nominated representative in relation to the development and implementation of individual flexibility arrangements.

37. GROUP VARIATION WORKING ARRANGEMENTS

37.1 A group of Employees and the CEO may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:

- (a) hours of work; including rostered days off, restricted duties or flextime;
- (b) commuted salaries or allowances;
- (c) meal breaks; and
- (d) leave.

37.2 Agreements to vary working arrangements will:

- (a) result in more efficient operations;
- (b) be genuinely agreed to by the majority of Employees involved;
- (c) result in Employees being better off overall than the Employees would have been if no variation had been made;
- (d) be recorded in writing and approved by the CEO;
- (e) if required by the Parties, include a mechanism to terminate and/or review the agreement; and
- (f) require approval of the Commissioner and implementation via a Determination or other appropriate instrument.

37.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements.

37.4 The Union will be consulted on proposed arrangements prior to the approval of the Commissioner.

38. WORK LIFE BALANCE

38.1 Work Life Balance Initiatives

- (a) The employer is committed to providing Employees with flexibility to assist in balancing work and life commitments. The following initiatives may be accessed by Employees (with the exception of sub-clause 38.2, which does not apply to casual Employees):
 - (i) use of individual flexibility arrangements as per clause 36 (Individual Flexible Working Arrangements);
 - (ii) home based work;
 - (iii) job sharing;
 - (iv) part-time work;
 - (v) career breaks;
 - (vi) part-year employment; and
 - (vii) short term absences for family & community responsibilities.
- (b) In addition to the above, the following initiatives in relation to leave may also be accessed by Employees to assist in balancing work and life commitments:
 - (i) Utilisation of recreation leave at half pay;
 - (ii) Purchase of additional leave;
 - (iii) Advanced notice of extended leave without pay (up to 12 months).

38.2 General principles in relation to Work Life Balance Initiatives

- (a) An Employee's request to access Work Life Balance Initiatives must:
 - (i) be in writing; and
 - (ii) set out details of the change sought and the reason for the request.
- (b) When considering applications from Employees wishing to access the initiatives specified in sub-clause 38.1, the CEO must ensure that:
 - (i) the Agency's operational requirements are met and services to the public are not disrupted;
 - (ii) Employees fulfil the criteria outlined in this clause;
 - (iii) fair and reasonable consideration is given to Employee applications; and
 - (iv) 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.
- (c) When considering applications from Employees wishing to access the leave initiatives in sub-clause 38.1(b), the CEO must consider whether the application is justified in light of available leave credits and should not approve applications in circumstances where Employees are likely to have significant accrued leave entitlements at the time of accessing the leave initiatives.
- (d) The CEO must provide written reasons for a decision where an Employee's application is refused.
- (e) The CEO may establish internal procedures for assessing an Employee's application, which must not be inconsistent with the provisions of this clause.
- (f) Employees accessing the initiatives provided under this clause are to continue to have the same opportunities in relation to access to training and development, information and meetings, as other Employees, where possible.
- (g) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act.

38.3 In addition to the general principles contained in this clause, access to the initiatives described in:

- (a) sub-clause 38.1(a) and 38.1(b)(iii) must be in accordance with any relevant workplace agreement provisions, guidelines, or policies; and
- (b) sub-clause 38.1(b)(i) and 38.1(b)(ii) must be in accordance with the specific requirements of Schedule 4 (Work Life Balance Initiatives).

38.4 Formal Requirements Applicable to Request for Flexible Work Arrangements in Certain Circumstances

- (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:

- (i) give the Employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
- (ii) Only refuse the request on reasonable business grounds as set out in paragraph (d); and
- (iii) If the request is refused, provide details of the reasons for the refusal.

(d) For the purposes of paragraph (c)(ii) 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 19.2(d) (Parental Leave).

39. TIME OFF IN LIEU

- 39.1 The maximum amount of time off in lieu that Employees may accrue is 80 hours, instead of the 40 hours specified in by-law 37.10(b).
- 39.2 Employees have the option to 'cash-in' time off in lieu at any stage and payment will be made in the next available pay following receipt of the request in payroll.
- 39.3 In the case of Alice Springs based Employees only, accrued time off in lieu must be used within 12 months from the original date of accrual, instead of the eight (8) months specified in by-law 37.8.

PART 4 – GENERAL EMPLOYMENT CONDITIONS

40. COMMITMENT TO EMPLOYEE ASSISTANCE PROGRAMS

- 40.1 The Parties agree that the purpose of an Employee Assistance Program (EAP) is to assist management and Employees to deal with issues that may impact on work performance.
- 40.2 Provision of an EAP is recognised as a contemporary human resource strategy that provides benefits to the Agency and the Employee.
- 40.3 Access to EAPs by Employees and their families will be subject to the following:
- (a) the availability of the EAP in their geographical area (the Parties recognise that remote areas may not have direct access to an EAP provider. In these instances, innovative measures such as telephone counselling, internet and travel may be utilised, where appropriate);
 - (b) the relevance of the Employee's family attending the counselling service, as determined by the provider; and
 - (c) consistent with the Agency's policy, the cost of the first three (3) work related visits is to be met by the Agency, with the cost of any subsequent visit by agreement between the Agency and the provider.

41. 'CASHING UP' OF AIRFARES ON A COMMON DATE

- 41.1 Leave airfare allowance will be paid to an eligible Employee on the first pay day on or after 1 May of each year. Under these arrangements an Employee's accrual date remains the same, subject to deferral resulting from any leave without pay taken by the Employee.
- 41.2 An Employee may request in writing to receive payment of an accrued leave airfare allowance prior to the common payment date.
- 41.3 An Employee may request in writing that payment of the leave airfare allowance be deferred for the purposes of utilising kilometre allowance and travelling time. Such request must be given two (2) months prior to the common payment date.
- 41.4 Once payment has been made, there is no provision for an Employee to repay monies in order to utilise kilometre allowance or travelling time.

42. RECOVERY OF OVERPAYMENTS AND RELOCATION COSTS ON CESSATION OF EMPLOYMENT

- 42.1 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.
- 42.2 The 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 his or her contract of employment before the expiry of the contract; or
 - (ii) The Employee is an ongoing Employee and the Employee terminates his or her 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 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.

43. SUPERANNUATION

- 43.1 The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the Parties.
- 43.2 The Commissioner must make superannuation contributions on behalf of an Employee in order to satisfy Superannuation Guarantee legislative requirements in accordance with the governing legislation.
- 43.3 The Commonwealth Superannuation Scheme (CSS), Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) and Northern Territory Supplementary Superannuation Scheme (NTSSS) are classified as exempt public sector superannuation schemes under the Superannuation Industry (Supervision) Act 1993. The superannuation legislation treats exempt public sector superannuation schemes as complying funds for concessional taxation and superannuation guarantee purposes.
- (Note: CSS was closed to new members from 1 October 1986 and NTGPASS was closed to new members from 10 August 1999; Employees employed before these dates may be members of the CSS, NTGPASS and NTSSS schemes).*
- 43.4 Employees who commenced after 10 August 1999 can choose a complying superannuation fund to receive contributions on their behalf. Employees who do not nominate a superannuation fund will become members of the current default superannuation fund.

44. SALARY SACRIFICE

44.1 Salary Sacrifice for Employer Superannuation

- (a) Under this Agreement an Employee may choose to 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. Under the arrangement the following conditions apply:
- (i) an Employee who currently contributes to the CSS is not able to salary sacrifice into that scheme but can salary sacrifice into a complying superannuation fund;
 - (ii) an Employee who currently contributes 6% to NTGPASS may salary sacrifice into the NTGPASS or another complying superannuation fund;
 - (iii) an Employee who currently has his or her employer superannuation guarantee contributions paid to a 'Choice of Fund' (employed after 10 August 1999) may salary sacrifice into that 'Choice of Fund' or another complying superannuation fund;
 - (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 Commonwealth concessional contribution cap relevant to his or her age;
 - (v) the arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly;
 - (vi) the arrangement does not operate to reduce employer superannuation contributions for Employees that would ordinarily be payable by the Northern Territory Government in the absence of salary sacrifice arrangements; and
 - (vii) when an Employee who is a member of the CSS or NTGPASS enters into a salary sacrifice for employer superannuation 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).

44.2 Salary Sacrifice Packaging

- (a) Under this Agreement an Employee may choose to enter into salary sacrifice packaging arrangements in compliance with Commonwealth taxation legislation and any rules and regulations imposed by the Australian Taxation Office (ATO) or other relevant authority. These salary sacrifice packaging arrangements meet the full obligations of the employer in relation to salary payments required under this Agreement. Under the scheme the following conditions will 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 sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation 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 package arrangements, including any Fringe Benefit Tax liabilities that may arise;
- (v) an Employee's salary for superannuation purposes and severance and termination payments will be the gross salary which would have been received had the Employee not entered into a salary sacrifice packaging arrangement; and
- (vi) an Employee will provide evidence of having obtained or waived his or her right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

45. TRAINING AND DEVELOPMENT

- 45.1 The Parties are committed to training and career development opportunities for Employees that support and/or enhance Agency outcomes. The Parties aim to achieve this by:
- (a) supporting lifelong learning at both an Agency and individual level; and
 - (b) supporting individual development plans that serve to identify learning opportunities that match the Employee's development and career needs, as well as the needs of the Agency.
- 45.2 The Parties agree that training and staff development will be:
- (a) planned and budgeted for;
 - (b) part of the Agency's integrated Human Resource Development, Management and Equal Employment Opportunity strategy;
 - (c) relevant to the stated outcomes in Agency strategic or business plans and the NTPS training plan;
 - (d) an important part of the successful operation of the NTPS redeployment and retraining framework; and
 - (e) an important component of increased productivity and continuous improvement throughout the NTPS.
- 45.3 The Agency will conduct block training to facilitate the completion and maintenance of core competencies by Employees.
- 45.4 The Parties agree that all relevant aspects of the national training agenda, including National Public Administration and other competency standards and competency based training, will be implemented in the NTPS.
- 45.5 The parties agree to evaluate the provision of training on an ongoing basis to ensure that training outcomes continue to reflect the needs of both the Agency and Employees in fulfilling their functions, roles and responsibilities.

46. DUTIES

- 46.1 An Employee may be directed to carry out such duties as are within the limits of the Employee's skill, competence and training provided that such duties do not promote de-skilling.
- 46.2 An Employee may be directed to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained and/or licensed in the use of such tools and equipment.
- 46.3 Any direction issued pursuant to sub-clauses 46.1 or 46.2 will be consistent with the responsibilities of the employer and of the Employee to ensure a safe and healthy workplace.

47. CORRECTIONAL OFFICER FIRST CLASS SUITABILITY ASSESSMENT PROCESS

47.1 Eligibility

- (a) Employees will be eligible to be assessed for potential progression to the designation of Correctional Officer First Class in accordance with the Correctional Officer First Class Suitability Assessment Process set out in sub-clause 47.2 provided they have completed the following service requirements as a Correctional Officer within the Agency:
 - (i) at least 30 months continuous custodial operational experience in the Northern Territory in the case of Employees who joined the service through the Trainee Correctional Officer Course; or
 - (ii) at least 12 months continuous custodial operational experience in the Northern Territory in the case of Employees who joined the service with one (1) or more years previous experience as a Correctional Officer.

47.2 Correctional Officer First Class Suitability Assessment Process

- (a) Where reasonably practicable, two (2) Correctional Officer First Class Suitability Assessment Processes will be conducted each year, in accordance with the provisions of this sub-clause.
- (b) The Correctional Officer First Class Suitability Assessment Process will comprise the following elements:
 - (i) Correctional Officers are required to submit a written expression of interest addressing details of skills, abilities and experience against each of the following criteria:
 - (A) proven ability to operate within the Northern Territory statutory framework and other rules/regulations governing custodial services;
 - (B) knowledge of custodial philosophies and policies and demonstrated experience in the operation of a custodial institution;
 - (C) demonstrated ability to interact with people from diverse cultures and communicate with people at all levels, including a knowledge and understanding of the needs of aboriginal persons; and
 - (D) potential development as a supervisor, including:

- (1) sound judgement;
 - (2) the ability to quickly and effectively manage difficult situations that may arise in a custodial institution;
 - (3) high level interpersonal skills;
 - (4) high level oral and written communication skills; and
 - (5) the ability to organise and prioritise workloads; and
- (E) demonstrated adherence to the performance and conduct principles of the PSEM Act.
- (ii) Expressions of interest will be reviewed by the Correctional Officer First Class Suitability Assessment Group, which will determine whether applicants are suitable to progress to the next stage of the assessment process.
 - (iii) Employees assessed as suitable under paragraph (ii) will:
 - (A) be required to complete half of the core units from the Certificate IV in Correctional Practice during the performance appraisal process referred to in paragraph (B) below; and
 - (B) undergo a performance appraisal process reflecting the principles in Employment Instruction No 4 to provide them with the direction they need to work towards their successful completion of the assessment process against the criteria specified in paragraph (i).
 - (iv) The Correctional Officer First Class Suitability Assessment Group will review applicant performance outcomes under paragraph (iii), and will determine whether applicants are suitable for entry into the Senior Correctional Officer Promotion Course, based on merit selection against the criteria specified in paragraph (i) above.
 - (v) Applicants will be notified in writing of determinations made by the Correctional Officer First Class Suitability Assessment Group under paragraphs (ii) and (iv) above.
- 47.3 The elements of the Correctional Officer First Class Suitability Assessment process set out in sub-clauses 47.2(b)(iii) to 47.2(b)(v) will be completed over a six (6) month period.
- 47.4 Subject to sub-clause 47.5, the Senior Correctional Officer Promotional Course will comprise a one (1) week course during which Employees will complete the remaining core units of the Certificate IV in Correctional Practice (in addition to those completed under sub-clause 47.2(b)(iii)(A)).
- 47.5 The Agency may recognise prior learning in determining whether an Employee is required to attend all sessions of the Senior Correctional Officer Promotional Course, in order to satisfy the minimum requirements of completion.
- 47.6 Subject to sub-clause 47.7 below, Employees may only submit one (1) application every 12 months to participate in the Correctional Officer First Class Suitability Assessment Process.

47.7 Where an Employee fails to satisfy the requirements of sub-clauses 47.2 or 47.4 due to extenuating circumstances, he or she may be permitted to submit a further application within a 12 month period, at the absolute discretion of the CEO based on the circumstances of the particular case.

48. ELIGIBILITY REQUIREMENTS FOR CORRECTIONAL OFFICER FIRST CLASS

48.1 An Employee who joins the service without first holding a Certificate IV in Correctional Practice will be eligible to progress to:

- (a) the first pay point of the Correctional Officer First Class designation on the successful completion of all core units of the Certificate IV in Correctional Practice attained through the process set out in clause 47 above; and
- (b) the second pay point of the Correctional Officer First Class designation on the successful completion of the remaining units (ie: elective units) required to attain Certificate IV in Correctional Practice.

48.2 An Employee who joins the service already holding a Certificate IV in Correctional Practice will:

- (a) be appointed at the fifth pay point of the Correctional Officer designation;
- (b) have his or her Certificate IV units assessed against mandatory Agency requirements during the probationary period;
- (c) 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, provided that he or she has satisfactorily completed:
 - (i) any additional Certificate IV units identified as necessary to satisfy mandatory Agency requirements; and
 - (ii) the Correctional Officer First Class Suitability Assessment process set out in sub-clause 47.2 above.

48.3 An Employee who joins the service without first holding a Certificate IV in Correctional Practice and who subsequently attains the Certificate IV other than through the process set out in clause 47.2 will be eligible for progression to the Correctional Officer First Class designation in accordance with the requirements of sub-clause 48.2(c).

49. NEW RELEASE OF CERTIFICATE IV CORRECTIONAL PRACTICE

49.1 Should the Certificate IV in Correctional Practice substantially change during the life of this agreement, the Parties acknowledge that the Correctional Officer First Class Suitability Assessment Process and the Eligibility Requirements for Correctional Officer First Class may need to be amended.

49.2 The Commissioner will give effect to the amendments to sub-clauses 47.2(b)(iii)(A), 47.4 and 48.1(a) through a determination or other appropriate instrument.

50. ELIGIBILITY REQUIREMENTS FOR SENIOR CORRECTIONAL OFFICER

50.1 A Certificate IV in Correctional Practice is an essential requirement for promotion to the Senior Correctional Officer designation.

50.2 To be eligible to progress to the third pay point of the Senior Correctional Officer designation, Employees must:

- (a) hold a relevant diploma qualification; and
- (b) have completed at least 12 months continuous service as a Senior Correctional Officer.

50.3 All periods of higher duties performed as a Senior Correctional Officer during the 24 months preceding an Employee's promotion to the Senior Correctional Officer designation, count toward the continuous service requirement specified in paragraph 50.2(b) above.

51. ELIGIBILITY TO PERFORM HIGHER DUTIES AS A SENIOR CORRECTIONAL OFFICER

51.1 On progression to the Correctional Officer First Class designation, Employees become eligible to perform higher duties as a Senior Correctional Officer.

51.2 For the avoidance of doubt, Employees who progressed to the designation of Correctional Officer First Class prior to the commencement of the *Prison Officer (NTPS) 2011 – 2014 Enterprise Agreement* will continue to be able to perform higher duties as a Senior Correctional Officer but will not have access to the second pay point of the Correctional Officer First Class designation until they have satisfied the requirements of sub-clause 48.1(b).

52. POOL FOR TEMPORARY HIGHER DUTIES IN CUSTODIAL POSITIONS

52.1 The Parties agree that the intent of this clause is:

- (a) to establish a fair and operationally efficient recruitment and selection arrangements for temporary promotion;
- (b) to ensure that Correctional Officers who are interested and suitable to perform the duties of higher level rank have the opportunity to do so; and
- (c) to ensure temporary arrangements equip Officers for future advancement, and complement agreed performance management systems, training, career development and promotional courses.

52.2 The Parties agree that the following arrangements will continue:

- (a) every 12 months in May, expressions of interest will be sought from Employees interested in performing duties at a higher level rank in fixed period vacancies of up to six (6) months duration;
- (b) a bulk selection of interested Employees will be conducted to determine a higher duties pool of Employees suitable to perform duties at a higher rank, with the higher duties pool remaining current for 12 months. Selection assessment will have regard to job descriptions (including selection criteria), the merit principle as defined in the PSEM Act and any other criteria or standards agreed between the Parties;
- (c) the bulk selection exercise will be conducted in a timely and fair manner. Unnecessarily time consuming procedures and excessive documentation are to be avoided, but should include contact with supervisors and nominated referees;

- (d) any Employee who successfully meets the eligibility criteria after expressions of interest have closed may at any time nominate to be included in the higher duties pool and will be assessed in accordance with sub-clause (c); and
- (e) Employees who are permanently promoted are removed from the existing higher duties pool but may express interest at any time for suitability for temporary performance at a rank above the level permanently promoted to.

53. SECURITY OF EMPLOYMENT

- 53.1 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.
- 53.2 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.

54. COMMUNICATION SYSTEMS AND INFORMATION TECHNOLOGY

The Parties recognise the role that modernising and upgrading information technology and systems play in reducing workloads and achieving productivity gains, and are committed to ongoing improvements over time, including but not limited to:

- (a) devising and implementing management and information systems designed to reduce paper intensive processes and replace them with electronic/digital processes;
- (b) introducing electronic security systems which allow for more reliable tracking and monitoring; and
- (c) prompt and reliable technical support systems.

PART 5 – FUTURE DIRECTIONS AND ONGOING CONSULTATION

55. PREVENTING INAPPROPRIATE WORKPLACE BEHAVIOUR AND BULLYING IN THE WORKPLACE

55.1

- (a) The Commissioner, CEOs and Employees to this Agreement are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying and will take all reasonably practicable steps to: foster a culture of respect in the workplace; and
- (b) ensure Employees are treated appropriately and not subject to bullying.

55.2 An Employee who is aggrieved by his or her treatment in employment may seek a review under section 59 of the PSEM Act.

56. MANAGEMENT OF CHANGE

56.1 This clause applies if the CEO:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

56.2 For a major change referred to in paragraph 56.1(a):

- (a) the CEO must notify the relevant Employees of the decision to introduce the major change; and
- (b) sub-clauses 56.3 to 56.9 apply.

56.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

56.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the CEO of the identity of the representative; the CEO must recognise the representative.

56.5 As soon as practicable after making a decision, the CEO must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

56.6 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant Employees.

56.7 The CEO must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

56.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the CEO, the

requirements set out in paragraph 56.2(a), and subclauses 56.3 and 56.5 are taken not to apply.

56.9 In this clause, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the CEO's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

56.10 For a change referred to in paragraph 56.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) sub-clauses 56.11 to 56.15 apply.

56.11 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

56.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the CEO of the identity of the representative; the CEO must recognise the representative.

56.13 As soon as practicable after proposing to introduce the change, the CEO must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion — provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the CEO reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the CEO reasonably believes are likely to affect the Employees; and

- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

56.14 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant Employees.

56.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

56.16 In this clause:

relevant Employees means the Employees who may be affected by a change referred to in subclause 56.1.

57. CONSULTATIVE COMMITTEES

57.1 In relation to matters of general interest to the NTPS, the Parties to this Agreement agree to utilise the PSCC established under the PSEM Act.

57.2 In relation to workplace issues, the CEO may establish a consultative committee as a forum for consultation.

57.3 In relation to sub-clause 57.2, the Joint Industrial Relations meetings provide a forum to discuss industrial relations matters at an Agency wide (ie non-local) level.

58. UNION RIGHTS

58.1 Union Representation

- (a) The CEO recognises the legitimate right of the Union to represent those Employees who are members, or eligible to become members.
- (b) An Employee appointed as a Union delegate in the Agency in which he or she is employed will, upon notification to the CEO, be recognised as the accredited representative of the Union. Subject to the prior approval of the CEO, an accredited Union delegate shall be allowed reasonable time during working hours to consult with members or Employees eligible to become members on employment matters affecting Employees.

58.2 Union Training Leave

- (a) For the purpose of assisting Employees to understand their rights and entitlements under this Agreement and improving industrial relations, the CEO will, subject to the provisions of this clause, provide an Employee who is a recognised Union delegate or nominated Employee representative with up to five (5) days' paid leave per annum to attend union training courses conducted by the Union or approved by the Union.
- (b) The approval for an Employee to attend a training course will be subject to the operational requirements of the Agency.
- (c) An Employee seeking to take training leave under this course must:
 - (i) unless agreed by the CEO, have completed at least 12 months' Continuous Service prior to taking training leave; and

- (ii) have been nominated by the Union to attend the course for which the training leave is sought.
- (d) The Employee will only be paid for the period of training leave if:
 - (i) he or she provides evidence satisfactory to the CEO of his or her attendance at the course for which training leave was sought; and
 - (ii) unless agreed by the CEO, the CEO has received not less than four (4) weeks' written notice of nomination from the Union, setting out the time, dates, content and venues of the course.
- (e) Leave granted under this clause will be on ordinary pay; and
- (f) Leave granted under this clause will count as service for all purposes.

58.3 Communications

For the purpose of assisting Employees to understand their rights and entitlements under the Agreement, the CEO shall, where practicable, make available facilities to assist the Union to display notices that are relevant to employment matters on general staff notice boards.

59. STAFFING MODEL

- 59.1 The parties agree to the staffing models for the existing Darwin and Alice Springs Correctional Centres, and the Barkly Work Camp, as set out in **Schedule 3**.
- 59.2 The Parties acknowledge the need for regular and ongoing monitoring, assessment and review of staffing arrangements in response to changing operational requirements.
- 59.3 Variations to the staffing model may be made in accordance with the process set out under clause 56 (Management of Change).

60. REDEPLOYMENT AND REDUNDANCY

- 60.1 Subject to sub-clause 60.2, **Schedule 2** (Northern Territory Public Sector Redeployment and Redundancy Entitlements) will apply to Employees.
- 60.2 The provisions of **Schedule 2** (Northern Territory Public Sector Redeployment and Redundancy Entitlements) do not apply in transfer of business or transfer of employment situations where work of the Employer is transferred or outsourced to another employer and the Employee is offered employment with the second employer to perform the same or substantially similar work.
- 60.3 The National Employment Standard of the FW Act contains minimum entitlements relating to redundancy pay, including in transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:
 - (a) the second employer recognises the Employee's service with the first employer; or
 - (b) the Employee rejects an offer of employment made by the second employer that:

- (i) is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the first employer immediately before termination; and
- (ii) recognises the Employee's service with the first employer,

unless the FWC is satisfied that this would operate unfairly to the Employee who rejected the offer, in which case, upon application, the FWC may order the first employer to pay the Employee a specified amount of redundancy pay.

ENTERPRISE

SIGNATURES

Correctional Officer (NTPS) 2014 – 2018 Enterprise Agreement

.....
Craig John Allen
Commissioner for Public Employment
Address: GPO Box 4371, Darwin, NT, 0801

Dated:

.....
Matthew Gardiner
NT Branch Secretary
United Voice
Address: 38 Woods Street, Darwin, NT, 0801

Dated:

SCHEDULE 1 - RATES OF PAY

Classification	old salary rates effective 09.08.13 \$ p.a.	Salary Rates Effective 14.08.14 \$ p.a.	Salary Rates Effective 13.08.15 \$ p.a.	Salary Rates Effective 11.08.16 \$ p.a.	Salary Rates Effective 10.08.17 \$ p.a.
TCO (block) Det 1070 of 2000	45,861	47,168	48,583	50,040	51,541
TCO (balance)	50,883	52,409	53,981	55,600	57,268
CO	50,883	52,409	53,981	55,600	57,268
CO	52,013	53,573	55,180	56,835	58,540
CO	53,143	54,737	56,379	58,070	59,812
CO	54,262	55,890	57,567	59,294	61,073
CO	55,824	57,499	59,224	61,001	62,831
CO 1/C *	57,007	58,717	60,479	62,293	64,162
CO 1/C **	58,110	59,853	61,649	63,498	65,403
SCO	64,325	66,255	68,243	70,290	72,399
SCO	65,957	67,936	69,974	72,073	74,235
SCO ~	67,278	69,296	71,375	73,516	75,721
SIO	64,325	66,255	68,243	70,290	72,399
SIO	65,957	67,936	69,974	72,073	74,235

CO 1/C * Refer to Clause 48 for eligibility requirements

CO 1/C** Refer to clause 48 for eligibility requirements

SCO ~ Refer to Clause 50 for eligibility requirements

SCHEDULE 2—NORTHERN TERRITORY PUBLIC SECTOR REDEPLOYMENT AND REDUNDANCY ENTITLEMENTS

1. Definitions

1.1. For the purposes of these provisions:

- (a) “Potentially surplus employee” means an employee who has been declared by the CEO to be potentially surplus to the requirements of the agency under section 41 of the PSEM Act.
- (b) “Service” means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transferee as defined in accordance with By-Law 45.1 of the PSEM Act.
- (c) “Suitable employment” means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities.
- (d) “Surplus employee” means an employee in relation to whom the CEO has requested that the Employer exercise his or her powers under section 43 of the PSEM Act.
- (e) “Union” means a trade union as defined in the FW Act and which is covered by this Agreement.

2. Consulting Relevant Unions

2.1. The CEO will make reasonable attempts to establish whether a potentially surplus employee is a union member and where union membership is established, must:

- (a) notify the relevant union of the potentially surplus situation and the name of the employee; and
- (b) invite the union to meet with an Agency representative in relation to the situation.

2.2. The Employer and/or CEO will provide relevant unions with the number of potentially surplus Employees, their agency and their designation.

3. Finding of Other Suitable Employment

3.1. The Employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.

3.2. In addition to any other action the Employer and/or the CEO may have taken in the period before notice is given in accordance with clauses 4 or 5, the Employer and CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

3.3. Where other suitable employment for a potentially surplus employee or a surplus employee is identified the employee will be transferred. Where the transfer is to a

lower level designation and salary, the written consent of the employee is required and the income maintenance provisions of clause 6.3 apply.

4. Voluntary Retrenchment

- 4.1. Where a surplus employee is unable to be placed in other suitable employment, the Employer may offer the employee a voluntary retrenchment.
- 4.2. The surplus employee will have up to seven days from the date of a written offer of voluntary retrenchment to consider and accept the offer.
- 4.3. Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of four weeks' notice from the date that the offer is accepted, or five weeks' notice if the employee is over the age of 45 years.
- 4.4. The surplus employee may be retrenched at any time within the period of notice under clause 4.3, at the direction of the CEO or the request of the employee, in which case the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.
- 4.5. A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following weeks' salary including, where applicable, Northern Territory allowance:
 - (a) For an employee with at least one year but less than two years' service: four weeks' salary;
 - (b) For an employee with at least two years but less than three years' service: six weeks' salary;
 - (c) For an employee with between three and three and a half (3.5) years' service: seven weeks' salary; and
 - (d) For an employee with greater than three and a half (3.5) years' service: two 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 payable is 48 weeks' salary.
- 4.6. For the purpose of calculating payment under clause 4.5:
 - (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 he or she is a surplus employee, the salary level is the employee's salary in his or her higher designation at the date of notification; and
 - (b) where an employee has been paid a loading for shift work for 50 per cent 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".
- 4.7. The inclusion of allowances or loadings as salary, other than those specified in clause 4.6, will be at the discretion of the Employer.
- 4.8. The entitlement under:

- (a) Clause 4.3 constitutes notice for the purposes of section 117 of the FW Act; and
 - (b) Clause 4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.
- 4.9. All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- 4.10. Subject to clause 4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the Employer.
- 4.11. A surplus employee is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and his or her recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the Employer.

5. Notice of Redundancy

- 5.1. A surplus employee cannot be given notice under this clause unless he or she has:
- (a) been offered a voluntary retrenchment and has declined that offer; or
 - (b) has requested a voluntary retrenchment and the Employer has refused the request.
- 5.2. Subject to clause 5.5, where the Employer determines that a surplus employee is unable to be placed in other suitable employment:
- (a) the employee is entitled to 26 weeks formal notice of redundancy; or
 - (b) where the employee has 20 or more years' service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.
- 5.3. In addition to notice of redundancy under clause 5.2, a surplus employee must be given four weeks' formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause 5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.
- 5.4. The period of notice under clause 5.3 constitutes notice for the purposes of section 117 of the FW Act.
- 5.5. The period of notice under clause 5.2 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

Example: A 50 year old employee with 4 years' service has been given notice of redundancy. The employee will receive a total redundancy entitlement of 52 weeks, comprising 44 weeks' notice of redundancy and the NES entitlement to 8 weeks' redundancy pay which will be paid on termination.

- 5.6. In accordance with clause 3.2, during the notice periods referred to in this clause the Employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.
- 5.7. With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 5.2 or 5.3 may request that the termination occur before the expiry date of the notice period. The date requested then becomes the date of termination of employment.
- 5.8. Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses 5.2 and 5.3.
- 5.9. A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 5.2 and 5.3 being invoked, is not entitled to receive a greater payment under clause 5.8 than the employee would have been entitled to receive had he or she been voluntarily retrenched.
- 5.10. For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 5.2 or 5.3 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.

6. Transfer to other suitable employment

- 6.1. A potentially surplus employee or a surplus employee is entitled to four weeks' notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the four week notice period.
- 6.2. A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving his or her household to a new location if, in the opinion of the Employer the transfer is necessary to enable the employee to take up suitable employment.
- 6.3. Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary the employee will be entitled to income maintenance payments as follows:
- (a) Where the period of notice of redundancy has already been invoked, the greater of:
 - (i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause 5.2; or
 - (ii) four weeks; or
 - (b) Where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 5.2.

- 6.4. Income maintenance payments are calculated as follows:
- (a) an amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or
 - (b) Where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which he or she received notice of the transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.
- 6.5. The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause 6.4(b), is at the discretion of the Employer.
- 6.6. An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of his or her transfer which in the opinion of the Employer were brought about by the transfer.

7. Use of Accrued Personal Leave

- 7.1. Subject to clause 7.2, the periods of notice under clauses 5.2 and 5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.
- 7.2. For the purposes of an employee entitled to income maintenance under clause 6.3, the total extension permitted under clause 7.1 is capped at six months.

Example: A 50 year old employee with 10 years' service receives notice of redundancy under clause (b). Ten weeks into the 52 week period of notice, the employee is transferred to a position of a lower designation and salary. The employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period the employee takes four weeks' certificated personal leave, with the result that the total period of income maintenance ends up being 46 weeks.

8. Right of Review

- 8.1. A surplus employee will have a right of review to the Commissioner against any administrative decision made in relation to his or her eligibility for benefits under these provisions or in relation to the amount of those benefits.
- 8.2. This right does not affect the employee's rights under the FW Act.

9. Substitution or Other Entitlements

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

10. Exemption

These provisions do not apply to fixed period or casual Employees unless otherwise approved by the Employer.

SCHEDULE 3 - STAFFING MODELS

DCC Staffing Model - 857 Prisoners

Position or Post	Shift Breakup			FTEs
	Number of Staff	Hours per Shift	Days per Week	
Senior Prison Officers				
SPO Communications	1	10.86	7	2.59
SPO Reception	1	10.86	7	2.59
SPO Security	1	10.86	7	2.59
SPO Gate	1	8	7	1.94
SPO Yard	1	12	7	2.78
SPO Operations				
SPO Night Senior	1	12	7	2.78
SPO B Block	1	8	7	1.94
SPO C Block	1	8	7	1.94
SPO M Block	1	8	7	1.94
SPO J Block	1	12	7	2.78
SPO GHKL Blocks	1	8	7	1.94
SPO LSU Work Release	1	12	7	2.78
SPO Low Security Unit	1	12	7	2.78
SPO Low Security Unit	1	12	7	2.78
SPO Dog Squad	1	8	5	1.00
SPO Intelligence	1	8	5	1.39
SPO Sentence Management/Response	1	8	7	1.94
				38.48
Prison Officers - Security				
PO Dog Squad	3	8	5	3.00
PO Dog Squad - relief handler	1	8	5	0.84
PO General Duties	5	8	5	6.95
PO General Duties	1	12	5	1.99
PO General Duties	1	12	7	2.78
PO General Duties	3	12	7	8.34
PO General Duties	1	8	7	1.94
PO General Duties **				
PO PO Response / Housing				
PO Gate	1	8	7	1.94
PO Gate	1	12	7	2.78
PO Gate	1	12	7	2.78
PO Reception	1	12	7	2.78
PO Reception	1	12	5	1.98
PO Reception	1	8	5	1.39
PO Communications (1200-2000)				
PO Communications	1	12	7	2.78
PO Communications				

PO	Communications	1	12	7	2.78
PO	Intelligence	1	8	5	1.39
PO	Visits - Reception	1	8	7	1.94
PO	Visits - Supervision	3	8	7	5.82
PO	Visits - LSU	2	8	7	3.88
PO	Recreation - Main	3	8	5	3.39
PO	Education	1	8	5	1.39
PO	Medical	1	12	7	2.78
PO	Medical	1	12	5	1.99
PO	Medical	1	8	2	0.64
PO	Recreation - LSU	1	8	7	1.94
PO	External Program (Dance Group)	1	8	2	1.00
PO	Immediate Assistance Team				
PO	Immediate Assistance Team	4	10.86	7	10.40
PO	CWP				
PO	Sport and Rec LSU	1	8	5	1.39
PO	Sport and Rec Main				

83.00

Prison Officers - Accommodation

PO	B Block	4	8	7	7.76
PO	C Block	4	8	7	7.76
PO	GHLK Blocks	4	8	7	7.76
PO	H Block additional	1	8	7	1.94
PO	GL Response	2	8	7	3.88
PO	J Block	3	12	7	8.34
PO	J Block	2	12	7	5.56
PO	M Block	4	8	7	7.76
PO	S Block (revert to 8 hour shifts)	2	8	7	3.88
PO	General Duties	2	8	7	3.88
PO	General Duties	1	8	5	1.39
PO	Night Supervision	4	12	7	11.12
PO	Night Supervision	1	12	5	1.99
PO	Low Security Unit	5	12	7	13.90
PO	LSU Work Release	1	12	7	2.78
PO	LSA Security - one position to afternoon shift	2	8	5	2.78
PO	LSA Security Evenings - from day shift	1	8	7	1.94
PO	LSU / Main				
PO	Low Security Unit	5	12	7	13.90
PO	LSU Weekends	1	8	2	0.64
POFCR	General Duties	1	8	5	1.00

109.96

Senior Industry Officers

SIO	Food Services	2	10.5	7	5.20
SIO	Horticulture	1	8	5	1.39
SIO	Wildlife Program	1	8	5	1.39
SIO	Industry (BIITE)	1	8	5	1.39

SIO	CWP	8	8	5	11.12
					20.49
Senior Prison Officers					38.48
Prison Officers					192.96
Senior Industry Officers					20.49
Total (rounded)					251.93

ASCC Staffing Model - 650 Prisoners

Position or Post	Shift Breakup			FTEs	
	Number	Hours per	Days per		
	of Staff	Shift	Week		
Senior Prison Officers					
SPO	Communications	1	12	7	2.80
SPO	Reception	1	12	5	1.98
SPO	Reception	1	8	2	0.55
SPO	Gate	1	12	7	2.80
SPO	Operations (Nightshift)	1	12	7	2.80
SPO	Maximum (G Block)	1	12	7	2.80
SPO	Management Zone	1	12	7	2.80
SPO	Cottages	1	12	7	2.80
SPO	Security	1	12	5	1.98
SPO	Security	1	8	2	0.55
SPO	Intelligence	1	8	5	1.39
SPO	High Needs Supervision	1	8	5	1.39
SPO	Dog Squad	1	8	5	1.00
SPO	H Block	1	8	5	1.39
27.03					
Prison Officers - Security					
PO	Dog Squad	4	8	5	4.00
PO	Gate	1	12	7	2.80
PO	Reception	2	12	5	3.96
PO	Reception	1	8	2	0.55
PO	Communications	1	12	7	2.80
PO	Intelligence	1	12	5	1.98
PO	Intelligence	1	8	2	0.55
PO	Management Zone Admin	1	12	7	2.80
PO	Visits	3	8	2	1.65
PO	Sport and Rec	2	8	5	2.00
PO	Industries	1	8	5	1.39
PO	Industries	1	12	5	1.98
PO	Education	1	8	5	1.39
PO	Medical	2	12	7	5.60
PO	IAT Group	2	8	2	1.10
PO	IAT Group	2	12	5	3.96
38.51					

Prison Officers - Accommodation

PO	G Block - Admin Control G1	1	12	7	2.80
PO	G Block - Max Security	1	12	7	2.80
PO	G Block - G1 Security	1	12	7	2.80
PO	G Block - Medical	1	12	7	2.80
PO	G Block - Visits	1	8	2	0.55
PO	G Block - Visits	1	12	5	1.98
PO	G Block - High Needs Supervision				
PO	G Block - High Needs Supervision	2	12	7	5.60
PO	G Block (Remand)	1	12	7	2.80
PO	G Block (Reception)	1	12	7	2.80
PO	H Block	2	12	7	5.60
PO	J Block	1	12	7	2.80
PO	K Block	1	12	7	2.80
PO	L Block	1	12	7	2.80
PO	M Block	1	12	7	2.80
PO	T Block	1	12	7	2.80
PO	Yard Officer	2	12	5	3.96
PO	Yard Officer (Weekend)	2	8	2	1.10
PO	Night	6	12	7	16.80
PO	Cottages	4	12	7	11.20
PO	Cottages				
PO	Cottages (Nightshift)	3	12	7	8.40
					85.99

Senior Industry Officers

SIO	Food Services	2	12	5	3.96
SIO	Food Services	2	8	2	1.10
SIO	Maintenance	1	8	5	1.39
SIO	Metal Fabrication	1	8	5	1.39
SIO	Laundry	1	12	5	1.98
SIO	Laundry	1	8	2	0.55
SIO	Textiles	1	8	5	1.39
SIO	Horticulture	1	8	5	1.39
SIO	CSWP	4	8	5	4.00
SIO	Cottages	2	8	5	2.78
SIO	Mobile Work Parties (mini budget)	1	8	5	1.00
SIO	H Block WNP	1	8	5	1.39
SIO	Construction - THP WNP	1	8	5	1.39
SIO	Construction - ASCC WNP	1	8	5	1.39
SIO	Creative Arts WNP	1	8	5	1.39
SIO	Bakery WNP	1	8	5	1.39
SIO	Fitter WNP	1	8	5	1.39
SIO	Metal Fabrication WNP	1	8	5	1.39
					30.66

Senior Prison Officers	27.03
Prison Officers	124.50
Senior Industry Officers	30.66
Total	182.19

BWC Staffing Model - 74

Position or Post	Shift Breakup			FTEs
	Number of Staff	Hours per Shift	Days per Week	
Senior Prison Officers				
SPO BWC	1	10.85	7	2.60
				2.60
Prison Officers - Accommodation				
PO BWC GD	7	10.85	7	14.80
				14.80
Senior Prison Officers				2.60
Prison Officers				14.80
Total				17.40

SCHEDULE 4 – WORK LIFE BALANCE INITIATIVES

1. General

- 1.1. In addition to the principles contained in clause 38 of the Agreement, access to the initiatives set out below must be in accordance with this Schedule.
- 1.2. The provisions of this Schedule do not apply to casual Employees.
- 1.3. In accessing the leave initiatives set out below, it is not intended that Employees be advantaged or disadvantaged in relation to the administration of accrual or payment of entitlements.

2. Recreation Leave at Half Pay

- 2.1. An Employee may apply to utilise one or more weeks of his or her recreation leave at half pay, in order to double the period of leave.
- 2.2. An Employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- 2.3. Where an Employee utilises an amount of recreation leave at half pay:
 - (a) leave entitlements will accrue as if the Employee had utilised the amount of recreation leave at full pay.

For example, if an Employee utilises 2 weeks of recreation leave over a period of 4 weeks at half pay, all leave entitlements will accrue over the first 2 weeks of leave, as if the Employee was on recreation leave with full pay, and no leave entitlements will accrue over the final 2 weeks of recreation leave on half pay.
 - (b) salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- 2.4. A period of recreation leave at half pay does not break continuity of service.
- 2.5. The second half of the period of leave at half pay will not count as service and service based entitlements will be adjusted accordingly.

For example: if an Employee utilises 2 weeks recreation leave over a period of 4 weeks at half pay, service based entitlements (eg: personal leave, long service leave, paid parental leave) will be deferred by 2 weeks.

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

- 3.1. Entitlement to purchased leave
 - (a) An Employee who has completed 12 months continuous service may, with approval of the CEO, purchase between one to six weeks additional leave per year with a corresponding reduction in the number of working weeks.

For Example:

Additional 6 weeks purchased leave (12 weeks leave in total)

Additional 5 weeks purchased leave (11 weeks leave in total)

Additional 4 weeks purchased leave (10 weeks leave in total)

Additional 3 weeks purchased leave (9 weeks leave in total)
Additional 2 weeks purchased leave (8 weeks leave in total)
Additional 1 week purchased leave (7 weeks leave in total)

- (b) An Employee cannot access recreation leave at half pay whilst under a purchased leave arrangement.

3.2. Method of purchase

- (c) Additional leave must be purchased in advance and must be used within six (6) months after payment is completed.
- (d) An Employee purchasing additional leave will pay an amount equal to salary for the additional leave over a 12 month period. Payments will be deducted from the Employee's gross fortnightly salary.

For example: Fred earns an annual gross salary of \$47,006 or \$1,802.15 per fortnight. He purchases an additional 4 weeks leave which equates to two fortnightly pays (ie. \$3,604.30)

Fred's fortnightly deductions over a 12 month period (26 pays) would be:

- *\$138.80 for the first deduction; and*
- *\$138.62 for the remaining 25 deductions.*

(Note: DCIS payroll is responsible for calculating actual deductions associated with an application for purchased leave).

- (e) The Employee's deductions for purchased leave will be increased in accordance with salary increases applying during the period of the Agreement.
- (f) A period shorter than 12 months for purchasing additional leave may be implemented with the CEO's approval.

3.3. Administrative

- (a) For the period over which payments are being deducted from an Employee's salary to fund a purchased leave arrangement, compulsory Employer superannuation contributions are calculated on the salary that the Employee was paid:
- (i) prior to purchased leave deductions being made in the case of NTGPASS and CSS Employees; and
 - (ii) after purchased leave deductions being made in the case of Choice of Fund Employees.
- (b) Purchased leave will count as service for all purposes.
- (c) Purchased leave does not attract a leave loading.
- (d) Before accessing the additional leave an Employee who has purchased additional leave will be required to exhaust all available:
- (i) recreation leave entitlements; and
 - (ii) long service leave entitlements, except where the Employee has satisfied the conditions of By-law 8.3,

provided that such requirement is waived in circumstances where an Employee endeavours to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of the Department.

- (e) If an Employee does not use the purchased leave within the period agreed and leave is not deferred, it will lapse and the Employee will be reimbursed monies paid.
- (f) Purchased leave must be taken in minimum periods of one week.
- (g) Where a public holiday falls within a period of purchased leave the period of the public holiday is not deducted from the Employee's purchased leave balance.

3.4. Independent Advice

Prior to entering into or ceasing a purchased leave arrangement an Employee should seek, at his or her own expense, independent advice regarding:

- (a) His or her financial situation;
- (b) the potential impact on taxation; and
- (c) the potential impact on superannuation.

3.5. Agreement

- (a) A purchased leave agreement must be in writing:
- (b) A purchased leave agreement is non-renewable. On the expiry of an existing agreement, the Employee may lodge a new application for approval by the CEO.

3.6. Cessation of purchased leave

- (a) A purchased leave arrangement may cease in the following ways:
 - (i) At the request of the Employee on the giving of 4 weeks written notice to the CEO, provided that approval of the request is at the discretion of the CEO, based on operational and other relevant considerations.
 - (ii) At the initiative of the CEO, on the giving of 3 months written notice to the Medical Officer, along with reasons for the cessation.
 - (iii) The Employee ceases employment with the NTPS.
 - (iv) The Employee moves to a new work area within the Agency, or to another Department (unless the new work area or Department agrees to continue the arrangement).
- (b) Where a purchased leave arrangement ceases in accordance with paragraph (a) the Employee will be reimbursed a lump sum payment of monies paid within 2 months of the date of cessation, provided that where the Employee has already commenced the period of purchased leave, he/she will be reimbursed monies paid on a pro-rata basis, in accordance with the portion of monies relating to the unused period of leave.