NORTHERN TERRITORY POLICE FORCE CONSENT AGREEMENT 2014

THIS AGREEMENT is made between the Minister of the one part and the Northern Territory Police Association Incorporated of the other part, pursuant to section 51 of the Act.

WHEREAS the salaries, allowances and other conditions of service of members of the Police Force are determined by Police Arbitral Tribunal Determination No. 1 of 2011.

THE PARTIES AGREE that those salaries, allowances and other conditions of service be varied to include the Consent Agreement negotiated as settlement of outstanding matters, in the following terms:

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement shall be known as the Northern Territory Police Force (NTPF) Consent Agreement 2014 (CA 2014).

2. Application

This Agreement shall be binding on the Commissioner of Police and the Northern Territory Police Association Incorporated (NTPA) and all members at or below the rank of Superintendent.

3. Operation of this Agreement

This Agreement shall operate from 30 June 2014 and remain in force until 29 June 2017.

4. Relationship to Parent Agreement

(a) This Agreement shall be read and interpreted wholly in conjunction with the Police Arbitral Tribunal Determination No. 1 of 2011 (‘Determination No. 1 of 2011’ or ‘PATD’), provided that where there is any inconsistency this Agreement shall take precedence.

(b) The parties agree to set aside the Consent Agreement 2011 upon the certification by the Police Arbitral Tribunal (“the Tribunal”) of this Agreement.
5. **Objectives**

The objectives of this Consent Agreement are:

(a) To maintain harmonious industrial relations in the workplace;

(b) To promote efficiency and productivity in the NTPF;

(c) To facilitate appropriate regulation and employment conditions through Consent Agreements;

(d) To enable the NTPF and the NTPA to work together to provide policing services aligned to strategic and corporate directions of the NTPF and meeting the needs of local communities;

(e) To promote modern policing practices by redesigning systems and utilizing new technological opportunities; and

(f) The achievement of improved policing services to the people of the Northern Territory through an alignment of the strategic and corporate directions of the NTPF, enhanced quality of working life of members through cooperative workplace reform and equitable and productive workplace relations.

(g) To acknowledge the need to jointly examine and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes. The consultative mechanism referred to in the Management of Change provision, as per Clause 9 of Determination No. 1 of 2011, will be employed by the parties for this process.

(h) To acknowledge the need to recognise as appropriate the work of members performing front line general policing duties.

6. **Dispute Settling Procedures**

(a) In the event a dispute arises in relation to this Agreement, every endeavour shall be made to settle the dispute amicably by direct negotiation and consultation between the parties to this Agreement.

(b) To facilitate the settlement of any such dispute the provisions of Clause 8 of Determination No. 1 of 2011 shall be used.

(c) Prior to invoking the provisions of Clause 8 of Determination No. 1 of 2011, supervisors and members are required to utilize the Personnel Decisions policy.
7. Arrangement

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8. Negotiation of New Agreement

(a) Negotiations to replace this Agreement should commence no earlier than 1 February 2017 and be completed by 30 April 2017, with the proposed date of effect for any salary increase being 30 June 2017.

(b) Where negotiations continue beyond 30 April 2017, the additional period taken to reach agreement may upon application to the Tribunal by one of the parties, be added to the above proposed date of effect for any salary
increase and/or changes to working conditions, if the Tribunal determines that the other party has unreasonably caused that delay.

9. Variation

(a) This Agreement contains provisions facilitating the examination or review by the parties of aspects of existing pay, conditions and working arrangements.

(b) It is intended that the outcome of such reviews or examinations will be implemented by agreement.

(c) This Agreement may be varied to include any agreed outcomes.

(d) Except where otherwise provided for in this Agreement, variations under this clause will only have effect if approved by the Tribunal.

10. No Extra Claims

The parties agree that during the life of this Agreement there will be no further claims for increased rates of pay or improvements in terms and conditions of service other than those matters specifically provided for in this Agreement and in accordance with Clause 9.

PART 2 – SALARIES, RANK STRUCTURES AND ALLOWANCES

11. Salaries and Rank Structures

(a) The salary and rank structures for the period of operation of this Agreement are contained in Attachment A.

(b) Members employed in the Forensic Science Branch shall be entitled to salary contained in Attachment A. Structure and provisions for members employed in this Branch are in accordance with the conditions outlined in the Career Path for Members in the Forensic Services Consent Agreement in force from time to time.

12. Salary Sacrifice Packaging

The parties agree that the salary sacrifice arrangements applicable to employees of the Northern Territory Public Sector, as varied from time to time, shall apply to members of the Police Force on the same terms, conditions and fees, subject to a member’s salary for superannuation purposes, and severance and termination payments being the gross salary which they would have received if not taking part in salary sacrifice arrangements.

13. Allowance Increases

(a) Allowances listed in this clause shall be adjusted in accordance with the method shown in Clause 13(c).
(b) Where increases to an allowance in this clause are linked to the Northern Territory Public Sector (NTPS) increases, the increase shall be immediately passed on and shall be calculated so that the NTPF and NTPS allowance amounts remain the same. The allowances in this clause that are linked to the Consumer Price Index (CPI) are calculated by using the annual September to September Darwin CPI, with effect from 1 January each year.

(c) The following allowances and subsidies are current as at the time of certification of the Agreement and may be subject to change or amendment as determined by the Commissioner of Police. Any changes or amendments may be implemented by the Commissioner by publishing details in the Police Gazette.

(i) Salary and shift allowances:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Current Rate</th>
<th>Increases</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consolidated Allowance</td>
<td>20% of Salary</td>
<td>Base Salary increases</td>
<td>PATD Clause 18</td>
</tr>
<tr>
<td>Night Shift Allowance</td>
<td>15% of base salary, or the</td>
<td>Base Salary increases</td>
<td>CA 2014 Clause 18</td>
</tr>
<tr>
<td></td>
<td>Clause 18 member’s base rate of</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>pay while on higher duties</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overtime Meal Allowance</td>
<td>$20.60</td>
<td>CPI 1 January</td>
<td>PATD Clause 46</td>
</tr>
<tr>
<td>On-Call Allowance</td>
<td>5% of the hourly rate of a Senior</td>
<td>Base salary increases</td>
<td>CA 2014 Clause 19</td>
</tr>
<tr>
<td></td>
<td>Sergeant on the top salary</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>increment (7 weeks leave option)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stand-By Allowance</td>
<td>50% of the hourly rate of a Senior</td>
<td>Base salary increases</td>
<td>CA 2014 Clause 20</td>
</tr>
<tr>
<td></td>
<td>Constable on the top increment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(7 weeks leave option)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(ii) Isolated Localities:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Current Rate</th>
<th>Increases</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Cleaning – Bush Stations</td>
<td>$20.10 per hour</td>
<td>CPI 1 January</td>
<td>CA 2014 Clause 36</td>
</tr>
<tr>
<td>Spousal Honorarium Payment (May and November per annum)</td>
<td>$1518.00 per annum</td>
<td>CPI 1 January</td>
<td><em>Police Gazette</em></td>
</tr>
</tbody>
</table>
### Northern Territory Police Force Consent Agreement 2014-2017

#### (iii) Travel:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Current Rate</th>
<th>Increases</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accommodation Allowance (FOILS)</td>
<td>$118.00 per day</td>
<td>CPI 1 January</td>
<td>CA 2014 Clause 33</td>
</tr>
<tr>
<td>Electricity Subsidy</td>
<td>Refer to Clause 37</td>
<td>CPI 1 January</td>
<td>CA 2014 Clause 37 and 38</td>
</tr>
<tr>
<td>Allowance for Meals to Prisoners and Witnesses</td>
<td>$20.60 per each meal provided</td>
<td>CPI 1 January</td>
<td>PATD Clause 23</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Current Rate</th>
<th>Increases</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accommodation Allowance</td>
<td>$81.30 per day</td>
<td>CPI 1 January</td>
<td>CA 2014 Clause 48</td>
</tr>
<tr>
<td>Travelling Allowance for approved training courses and events in Darwin and Alice Springs (self-catering accommodation)</td>
<td>$41.80 per day</td>
<td>CPI 1 January</td>
<td>CA 2014 Clause 48</td>
</tr>
<tr>
<td>Meal Allowance (per day)</td>
<td>For travel up to 14 days: Breakfast: $16.60 Lunch: $25.40 Dinner: $35.70 For travel in excess of 14 days: Breakfast: $12.70 Lunch: $19.20 Dinner: $27</td>
<td>CPI 1 January</td>
<td>CA 2014 Clause 48</td>
</tr>
<tr>
<td>Incidentals Allowance</td>
<td>For travel up to 14 days: $12.80 per day For travel in excess of 14 days: $9.70 per day</td>
<td>CPI 1 January</td>
<td>CA 2014 Clause 48</td>
</tr>
<tr>
<td>Camping Allowance</td>
<td>$101.00 per day</td>
<td>CPI 1 January</td>
<td>CA 2014 Clause 50</td>
</tr>
<tr>
<td>Mileage Allowance</td>
<td>$0.74 per km $0.05 per km (carrying goods, passengers or towing)</td>
<td>CPI 1 January</td>
<td>PATD Clause 108</td>
</tr>
<tr>
<td>Youth Camping Allowance</td>
<td>$297.83 per day</td>
<td>Annual review July by the Commissioner of Police and the Police Gazette N78/G12/04</td>
<td></td>
</tr>
<tr>
<td>Restrictive Surveillance Duty Allowance (in lieu of TA)</td>
<td>$60.00 per day or part thereof; See PATD Clause 21 for details</td>
<td>Base Salary increases</td>
<td>PATD Clause 21</td>
</tr>
<tr>
<td>Disturbance Allowance</td>
<td>Single: $388.00 With spouse or dependant: $891.00 For each additional child (not covered by spouse or dependant rate): $116.00</td>
<td>CPI 1 January</td>
<td>PATD Clause 111.3</td>
</tr>
</tbody>
</table>

(iv) Miscellaneous:

| Plain Clothes Allowance | $2069.00 per annum | CPI 1 January | PATD Clause 24 |
| NT Allowance after 21/07/1988 with dependants | $960.00 per annum | Not applicable | PATD Clause 17 |
| NT Allowance prior 21/07/1988 with or without dependants | Based on salary range | Not applicable | PATD Clause 17 |
| At Sea Allowance | See PATD Clause 20 | CPI 1 January | PATD Clause 20 |
| Spending Allowance | $1145.00.00 per annum | CPI 1 January | PATD Clause 24 |
| Fingerprint Allowance | 1<sup>st</sup> year - $364 pa 2<sup>nd</sup> year - $484 pa 3<sup>rd</sup> year - $727 pa 4<sup>th</sup> year - $968 pa 5<sup>th</sup> & subsequent years - $1210 pa On achieving expert status - $2419 pa | Commissioner of Police | PATD Clause 24 |
| Police Transfer Entitlements | Single Rate: $520.00 per fortnight Dependant Rate: $719.00 per fortnight | CPI 1 January | CA 2014 Clause 49 PATD Clause 113 |
### Housing:

<table>
<thead>
<tr>
<th></th>
<th>Current Rate</th>
<th>Increases</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Allowance</td>
<td>$24460.01 per annum (as at 1 July 2013)</td>
<td>1 July</td>
<td>PATD Clause 51</td>
</tr>
<tr>
<td>Rental Subsidy</td>
<td>Rental subsidy as per Police Gazette</td>
<td>1 January and 1</td>
<td>PATD Clause 91.17</td>
</tr>
<tr>
<td></td>
<td>notification</td>
<td>July</td>
<td></td>
</tr>
<tr>
<td>Sale and Purchase of</td>
<td>Calculated in accordance with</td>
<td></td>
<td></td>
</tr>
<tr>
<td>dwelling on transfer</td>
<td>PATD Clause 114</td>
<td></td>
<td></td>
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<td></td>
<td>Commissioner of Police</td>
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</tbody>
</table>

### 14. Higher Duties Allowance

(a) Clause 19.2 and 123 of Determination No. 1 of 2011 are varied for the life of this Agreement in that the allowance shall be paid for each shift where the period of acting of 40 hours or more in any consecutive shift sequence in any seven day period.

(b) For the purpose of this clause where overtime is performed in an isolated locality on a rostered day off that is contiguous with a period of higher duties and at the level of the higher duties the day on which the overtime is performed will count as a rostered working day.

(c) The amount of allowance payable to a member temporarily performing higher duties shall be adjusted to equal the difference between the appropriate increment points of the higher and lower ranges where higher duties have been performed -

(i) for a continuous period of 12 months; or

(ii) non continuously for a period which aggregates in total a period of 12 months within 24 months, and

(iii) a second or subsequent increment shall not be payable unless a previous increment as provided at sub-clause (i) or (ii) has been received for a period of 12 months.

(d) The period of employment at a higher duty designation shall count for incremental purposes at a substantive designation; and service towards increments applicable to a higher duty designation will be recognised if the employee is subsequently permanently promoted to the relevant higher designation or to a designation which is higher than the employee’s substantive designation but equal to or lower than a higher duty designation to which the increment has been applied.
15. **General Policing Allowance**

(a) This clause applies to the ranks of Senior Sergeant and below. It does not apply to Recruit Constables, Recruit Auxiliaries, or Recruit Aboriginal Community Police Officers whilst in training at the NTPFES College.

(b) Subject to Clause 31, the General Policing Allowance shall be paid fortnightly at the rate of 5% of the member's base annual salary. If a member is performing higher duties, that salary will become the rate to calculate base annual salary.

(c) This allowance is in addition to the Consolidated Allowance.

(d) **Eligibility:**

To qualify for the General Policing Allowance members must meet the following:

(i) Performing duties in positions that fit the definition: ‘General Policing Position’ that is, an operational uniformed position performing a non-specialist role at a police station, including Traffic Enforcement; or

(ii) A member, including an Auxiliary performing duties in Communications, Front Counter or Watchhouse (including Court Cells); and

(iii) Current relevant qualifications in Operational Safety and Tactics Training (OSTT) and (except for Aboriginal Community Police Officers and Auxiliaries) Glock; and

(iv) Each year, within the 3 month period before the member's pay level anniversary date, the member passes the relevant ‘professional policing’ assessment.

(e) Provided that where a member is absent for any reason or is otherwise unable to undertake the assessment for good reason, the Commissioner will give the member a reasonable opportunity to undertake the assessment, and the member will continue to be paid the allowance until they undertake the assessment.

(f) This allowance shall continue to be paid on personal leave without a certificate for the first 2 days of absence in any year, on personal leave with a certificate for up to 2 weeks per annum, and if performing light duties due to a non-work related medical condition for up to 2 weeks per annum.

(g) This allowance will not be paid on recreation leave, long service leave or leave without pay.

(h) Where a member is engaged in part time employment, this allowance shall be paid proportionate to the hours of work.
(i) This allowance will cease when the member is not performing duties in qualifying positions, whether temporarily or permanently.

(j) When a new position is being created temporarily or permanently or a position is being reviewed, this allowance shall be assessed by the Commissioner before the position is advertised or filled. The Commissioner will consult with the NTPA as to whether the allowance shall be paid. When the Commissioner has made a decision regarding the application of this allowance, this Agreement will be taken to be varied to that effect.

(k) During the life of the Agreement, where an established position is reviewed and it results in no longer being eligible for this allowance, the member shall retain this allowance until either the member leaves the position and another member is appointed, in which case the allowance will not be paid, or after 6 months, whichever occurs first. The member can then decide whether they wish to remain in that position, or seek a transfer to another position which attracts this allowance through the normal promotional or transfer process.

16. Detectives Allowance

(a) Detectives attached to the Professional Standards Command, Major Crash Investigation Section, Major Crash Reconstruction Unit, Darwin Major Crash Investigation Unit, Alice Springs Major Crash Investigation Unit, Crime Division, Drug and Organised Crime Division, Sex Crimes Division, Northern Investigations Section, Northern Domestic Violence Prevention Unit, Northern Substance Abuse Intelligence Desk, Tennant Creek Investigation Section, Tennant Creek Domestic Violence Prevention Unit, Southern Investigation Section, Southern Domestic Violence Prevention Unit, Southern Child Abuse Taskforce, Southern Substance Abuse Intelligence Desk shall receive an allowance of 5% of the members base annual salary;

(b) This allowance applies to the ranks of Senior Sergeant and below.

(c) For the purpose of this clause a “Detective” shall mean a member who has qualified to and is designated as a Detective;

(d) A member otherwise performing investigative duties not in receipt of this allowance, shall continue to receive the spending allowance, in areas where that allowance is payable;

(e) Detectives in receipt of this allowance are not eligible to receive the spending allowance;

(f) This allowance shall continue to be paid on personal leave without a certificate for the first 2 days of absence in any year, on personal leave with a certificate for up to 2 weeks per annum, and if performing light duties due to a non-work related medical condition for up to 2 weeks per annum;
(g) This allowance shall not apply to a member whilst on recreation leave or long service leave or leave without pay.

(h) Where a Detective is engaged in part time employment this allowance shall be paid proportionate to the hours of work.

17. Tactical Operators Allowance

(a) Members attached to the Territory Response Group shall receive an allowance of 2.5% of the top salary increment for Senior Constable First Class (7 week option).

(b) This allowance applies to the ranks of Senior Sergeant and below.

(c) This allowance is paid in lieu of Camping Equipment Allowance, Close Personal Protection Allowance and reimbursement for Personal Training shoes.

(d) This allowance shall continue to be paid on personal leave without a certificate for the first 2 days of absence in any year, on personal leave with a certificate for up to 2 weeks per annum, and if performing light duties due to a non-work related medical condition for up to 2 weeks per annum.

(e) This allowance shall not apply to a member whilst on recreation leave or long service leave or leave without pay.

(f) Where a member is engaged in part time employment this allowance shall be paid proportionate to the hours of work.

18. Night Shift Allowance

(a) This clause applies to the ranks of Senior Sergeant and below. It does not apply to Recruit Constables, Recruit Auxiliaries and Recruit Aboriginal Community Police Officers whilst in training at the NTPFES College.

(b) The Night Shift allowance shall be paid to members for each night shift actually worked at the rate of 15% of the member’s base annual salary, or the member’s base rate of pay while on higher duties.

(c) This allowance is not payable where a member works a night shift on overtime.

19. On-Call Allowance

(a) The Commissioner may roster or direct a member to be on call and hold themselves in readiness to perform overtime within the following operationally critical areas:

(i) Territory Response Group;
(ii) Forensic Services;
(iii) Negotiators;
(iv) Major Crash Investigators; and
(v) Coroners Constable;

(b) Notwithstanding sub-clause (a), payment of this allowance to members in other operational areas will only be payable with the express prior approval of the Commissioner.

(c) A member who is rostered or directed to be on call must be contactable by telephone or other approved means and be available and fit to commence duty without delay, or within a time acceptable to the Officer in Charge, before the next ordinary commencing time for that member.

(d) The Commissioner shall not approve payment of the On-Call Allowance unless satisfied that the requirements of this clause have been complied with.

(e) Except with express prior approval of the Commissioner, a member holding or acting in a rank above Senior Sergeant is not eligible to claim payment of the On-Call Allowance.

(f) A member who is directed to be on call will be eligible for payment of an On-Call Allowance calculated at 5% of the hourly rate of a Senior Sergeant on the top salary increment (7 weeks leave option).

(g) The minimum payment shall be for 8 hours.

(h) Where a member on call is required to return to duty, they shall be paid in accordance with the Overtime Payment provisions of Clause 45 of Determination No. 1 of 2011 for the hours worked.

(i) The provisions of this clause are not available to a member who has made a claim under Clauses 20, 21 or 45.14 to 45.17 of Determination No. 1 of 2011 for the same period.

20. **Stand-By Allowance**

(a) ‘Stand-by’ shall mean a situation where the Commissioner rosters or directs a member to remain at their place of employment at that time, or other place approved by the Commissioner, to perform duties as required.

(b) A member may be directed to be on stand-by where there is a clear expectation of an imminent requirement to return to duty and the member is required as is necessary to be available and fit for immediate recall.

(c) The Commissioner shall not approve payment of Stand-By Allowance unless satisfied that the requirements of this clause have been complied with.
(d) Except with the express approval of the Commissioner, a member holding or acting in a rank above Senior Sergeant is not eligible to claim payment of the Stand-By Allowance.

(e) Where a member on stand-by is required to return to duty, payment under this clause shall cease and the member shall be paid in accordance with the Overtime Payment provisions of Clauses 45 of Determination No. 1 of 2011 for the hours worked.

(f) A member who is directed to be on stand-by will be eligible for payment of a Stand-By Allowance for a maximum of 8 hours in any 24 hour period calculated at 50% of the hourly rate of a Senior Constable on the top increment (7 weeks leave option).

(g) Where a restrictive duty circumstance arises that does not clearly fit into any of the situations described in this clause, the Commissioner may, in consultation with the NTPA, approve such other arrangements and rates of payment as are appropriate.

21. Dog Handlers Allowance

(a) A member who is in a gazetted dog handler’s position and is required to care and maintain the dog during hours rostered off duty, the member shall be paid an allowance of 12% of the hourly rate of a Senior Constable on top salary increment (7 week leave option).

PART 3 – HOURS OF DUTY, MEAL BREAKS AND OVERTIME MEAL ALLOWANCE

22. Travel Time

(a) Clauses 45.14 to 45.18 of Determination No. 1 of 2011 are varied for the life of this Agreement as follows:

(i) A member travelling on a rostered duty day other than for a purpose described in sub-clause (a)v. shall be paid at ordinary rates on days other than Sundays and Public Holidays and at time and one-half rates on Sundays and Public Holidays for time necessarily spent in travel in excess of the usual hours of duty for the day.

(ii) Travelling time shall not include time of travel by train in excess of their normal rostered shift where a sleeping berth is provided other than for the purpose of sub-clause (iv).

(iii) Payment under sub-clause (i) shall not be made for more than 5 hours in any one day. A member undertaking travel in accordance with sub-clause (i) shall be entitled to overnight accommodation en-route to their final destination where the intended travel exceeds their normal rostered hours of work and further hours up to 13 hours in any one day.
(iv) A member who travels in accordance with these provisions shall be entitled to an overtime meal allowance provided for under clause 46 of Determination No. 1 of 2011 where travel is in excess of 4 hours of the member’s normal rostered hours of duty.

(v) A member travelling on duty and at the direction of the Commissioner performing official duty while so travelling shall be entitled to payment of overtime under the prescribed conditions.

(vi) Payment for travel time shall be made on the earliest practicable pay-day following the conclusion of the fortnight during which the member became entitled to payment for overtime.

PART 4 – PUBLIC HOLIDAYS AND LEAVE

23. Part Time Employment

Clause 56 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

(a) The agreed provisions and conditions of service for Part Time Employment are provided herein.

(b) The object of Part Time Employment is to provide members with greater flexibility of employment patterns and is consistent with equal employment opportunity principles.

(c) As far as practicable, members applying for part time employment will be retained in the same Unit. If such members cannot be located at their former location, efforts will be made to place them in another Unit within the same Command.

(d) Part time employment arrangements are available to all members. Approval is subject to organisational convenience.

(e) Members who have been granted maternity leave or parental leave may apply to return to duty on a part time basis.

(f) A Commander may grant or refuse an application for part time employment subject to the provisions of these conditions and the convenience of the NTPF in allowing members to work for less than the full time hours.

(g) Operational requirements will be paramount in determining whether part time employment will be granted.

(h) Members should indicate in their application their preferences (and/or acceptable options) for part time employment.
(i) Divisional Officers should indicate whether the proposed part time employment arrangement is supported, and the reasons provided.

(j) In this respect, Commanders are encouraged to make a reasonable effort to accommodate applications for part time employment in their overall rostering arrangements.

(k) Applications are to be made in writing no less than 3 months prior to the proposed date of commencement, and must indicate:

(i) the number of hours per week proposed to be worked; and

(ii) the times per week during which the proposed hours are to be worked; and

(iii) the date of commencement and the reasons for the application; and

(iv) the length of time proposed to a maximum of 2 years.

(l) At the convenience of the organisation, the 3 months prior notice may be waived.

(m) In considering an application for part time employment consideration should be given to:

(i) the reason for the application and where provided, the personal arrangements the member may need to make with respect to the proposed date of commencement and any relevant policy

(n) A reply by the Regional Commander or Assistant Commissioner to the application should be given to the member no later than 2 months following receipt of the application.

(o) If the original application is not supported, variations of that arrangement should be considered and discussed with the member prior to the final decision being made.

(p) Supervisors shall comply with the part time employment policy in force from time to time.

(q) Police are not permitted to engage in other employment during the period of part time employment. Should a police member who has current approval to engage in other employment also gain approval for part time employment, the approval for other employment immediately lapses.

(r) The maximum period of part time employment may be approved for a specific period not exceeding 2 years. This maximum period applies regardless of the number of hours worked per week and can only be extended by the member submitting a new application.
(s) Hours of duty:

(i) members on part time employment must work a minimum of 7.6 hours or a maximum of 30.4 hours per week.

(ii) whilst there is no definitive method of taking up part time employment, the primary way in which it will be achieved is through a lesser number of working days per week. However, when operational needs can be met, shorter working hours each shift may be granted.

(iii) the minimum and maximum number of ordinary hours to be worked per shift is 4 hours and 12 hours respectively.

(iv) when compiling duty rosters for a member on part time employment, it will be necessary to indicate the day/s upon which duty will be required, rest days and off duty. It is expected that, under normal circumstances, duty days involved in part time employment arrangements will fall on the same days each week, thereby alleviating rostering difficulties.

(t) The meal break provisions provided for at clause 42 of Determination No. 1 of 2011 shall apply when the member is rostered to be on duty for a minimum of 6 hours.

(u) Staffing provisions:

(i) before a member is granted part time employment, the Divisional Officer must indicate in what way the duties of the member will be covered during the part time employment period (e.g. not undertaken, undertaken by higher duties).

(ii) the Divisional Officer will give this aspect consideration when considering the application.

(v) Remuneration:

(i) remuneration is to be determined by dividing the weekly equivalent of the annual rate by the number of full time hours required to be worked by members, and multiplying that amount by the number of hours actually worked under the part time employment arrangement.

(ii) allowances that are regarded as being in the nature of salary will be paid in the same proportional manner. No such allowance is to be paid in full.

(iii) consolidated allowance shall be paid proportionately to the hours worked.

(w) Overtime:

(i) members on part time employment should only be required to work overtime in exceptional circumstances.
(ii) where a member is called out, or is required to work outside their normal rostered shift for the day, normal overtime provisions apply.

(iii) where a member works overtime to cover an additional shift(s), overtime rates will only be paid for time worked in excess of 30.4 hours for that week. Payment at normal rates is made for those additional hours worked up to 30.4 hours.

(x) Increments:

(i) the time that a member works during a period of part time employment is to be converted to the full time equivalent and is to count as service for incremental purposes.

(ii) equivalence is to be determined on the basis of hours worked per week compared with the normal full time weekly hours.

(y) Payment for other forms of leave granted is only to be for the hours for which the member normally works under the part time employment arrangement.

(z) The rate of accrual of annual leave for members on part time employment arrangement shall be reduced by the proportion of part time hours to full time hours.

(aa) Special leave may be granted subject to the usual conditions.

(bb) Study Leave:

(i) Study leave is not available to members on part time employment.

(ii) Members already undertaking a course who wish to apply for part time employment should, by their applications, propose a pattern of working hours that will permit the time necessary for continuing the course to be outside the hours for which they are required for duty under the part time employment arrangements.

(cc) Members shall be granted leave for Defence Force purposes whilst on part time employment provided the requirements for leave have been met.

(dd) Part time employment does not affect a member's entitlement to maternity, parental or adoption leave, but may affect the rate at which payment for such leave is made.

(ee) Where a member on part time employment is returning to full time duty, the location of that member will be determined by the Commissioner, having regard to operational requirements and the location during part time employment.

(ff) Superannuation contributions whilst on part time leave:
(i) Members appointed prior to 10 August 1999 must maintain their superannuation contributions to the Commonwealth Superannuation Scheme or NTGPASS.

(ii) Members appointed after 10 August 1999 must elect which available Superannuation Fund they wish to join.

(iii) All superannuation enquiries should, in the first instance, be directed to the Human Resource Management Branch.

(jj) Members seeking and applying for promotional positions are required to meet all the conditions of such a position, including full time work where the Commander requires such attendance and is not prepared to grant part time employment arrangements.

(hh) Where a variation in part time employment arrangements is requested by a member, such variation is subject to the approval of the Commander.

24. Leave Management

(a) In administering the recreation leave and long service leave provisions, managers responsible for approving leave and maintaining work rosters shall comply with the agreed Recreation Leave Management Principles as provided herein.

(b) Recreation leave and long service leave are industrial entitlements of employees. Wherever possible and when given reasonable notice, the NTPF should accommodate a member’s leave request, provided that the provisions of sub-clause (c) below apply to this decision-making process.

(c) Recreation leave is taken annually by members (subject to exceptions for good reasons – further outlined below) for health safety and wellbeing reasons. Ensuring sufficient staffing is a management issue – the onus is not on a member applying for leave to ensure that the NTPF has adequate staffing (unless that member has responsibility for the decision-making about leave for the work area concerned). Rather the onus is on management to ensure that leave decisions take into account the need for sufficient staffing for service delivery and the need to ensure undue workload is not placed on remaining members.

(d) Members have an obligation to have an active involvement in ensuring they plan ahead and take their leave.

(e) Members may have good reasons for accumulating leave. Where a member does not wish to take accumulated recreation leave in a given year, it is not unreasonable to require members to articulate the reasons they have for accumulating leave and to suggest a plan for exhausting it.
(f) Subject to sub-clauses (l) and (m) or to operational or organisational necessities:

(i) members are to apply for and managers are to ensure both recreation leave and long service leave is set down during the period October to December each year for the following calendar year, and it shall then be published in the Police Gazette in the January of the following year; and

(ii) if a member does not provide leave date/s by the end of December each year, managers are to set leave date/s for them; provided that the manager will first consult with the member, particularly if a member has been absent from October to December. This means that a member who will be absent for the planning period who has particular needs for the following year is then obliged to communicate those needs before proceeding on leave.

(g) Each year’s leave roster must include, for every member, either:

(i) at least a total of the recreation leave entitlement; or

(ii) a footnote for each member not set down for at least 6 weeks annual leave, outlining the member’s reason or the operational or organisational reason why the leave has not been rostered, (the footnote is not for publication in the Police Gazette).

(h) Where a member is to take long service leave in a given calendar year, that long service leave is to be included in the leave roster.

(i) Managers are required to consult with members who are required by the Long Service Leave provisions of Determination No.1 of 2011 to take long service leave.

(j) Members who are required by to take long service leave must, at the time those provisions become active, develop with their Officer in Charge a plan for taking their long service leave.

(k) Mechanisms are to be put in place so there is consistency in decision-making about the granting or refusal of leave across the NTPF.

(l) Members may ask for changes to their set down or gazetted leave. Where given reasonable notice, the NTPF should endeavour to accommodate the request for a change of leave, subject to the operational ability to release the member at the new desired time, i.e. managers are not to leave their establishment short of members and needing relief from elsewhere so as to meet service delivery requirements and so as not to place undue workload on remaining members.

(m) Where the NTPF compulsorily transfers a member, the member’s leave is not to be changed without the informed consent of the member.
25. Career Breaks and Special Leave

Clause 58 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

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

(b) Where qualifications are relevant to Policing, the need for professional development will be a factor taken into consideration when determining the merits of a member’s application under sub-clause (a). Career breaks may also be considered.

(c) The Commissioner may grant to a member special leave with pay for any period or periods, but any days over three days in any year of service shall be deducted from the member's recreation leave credits. Special leave granted under this clause may be utilised for participation in sporting events approved by the Commissioner.

(d) Subject to sub-clause (e), a career break is defined as a special leave without pay arrangement that facilitates a non-probationary member access to leave for an extended period.

(e) Leave without pay, including a career break, shall not be considered where a member has accrued leave entitlements, such as recreation leave and long service leave, which would otherwise cover the period of leave sought to be taken. However, leave to cover a career break may be made up of accrued entitlements such as recreation leave, long service leave, and/or leave without pay.

(f) Career breaks are a work-life initiative that may be used to engage in activities such as full-time family responsibilities, study or travel. Members who apply for a career break for the purpose of secondary employment must apply for approval in accordance with the Outside Employment Instruction and Procedure and must be in a field relating to policing. In this instance, the career break must be taken as leave without pay.

(g) A member will relinquish their position when taking leave without pay or a career break, but will return at the same rank, pay level, and geographical location other than isolated stations.

(h) Career break arrangements are not an entitlement, a right or an obligation, and can only be entered into by mutual agreement, where there would be no detriment to the work team or the work being undertaken.
(i) Members should seek independent financial and superannuation advice before considering taking a career break.

26. Maternity / Parental Leave

26.1 Relationship with Determination and National Employment Standards

(a) Clauses 63 to 83 of Determination No. 1 of 2011 shall be varied for the life of this Agreement and replaced with the following provisions.

(b) The provisions of this clause are to be read in conjunction with Division 5, Part 2.2 of Chapter 2 of the Fair Work Act 2009 (Cth), to the extent that if this clause provides a lesser entitlement than the National Employment Standards, the National Employment Standards, will apply.

26.2 Definitions

For the purposes of this clause:

(a) “continuous service” in relation to a period of service by a member, means a period of service with NT Police 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 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 Member first takes custody of the child for the adoption;

(ii) The day on which the Member 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 member as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the member.

(d) “Member Couple” means a couple who are accessing the benefits of sub-clause 26.10 both of whom are members of NT Police and have completed a minimum of 12 months continuous service.

(e) “medical certificate” means a certificate signed by a registered medical practitioner.

(f) “registered 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.

(g) “parental leave” means any of the types of leave stated in sub-clause 26.3.
(h) “primary care giver” means a member who has primary responsibility for the care of a child.

(i) “spouse” includes a de facto partner, former spouse or former de facto spouse.

26.3 Types of Parental Leave

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Type of leave and applicable qualifying service requirements</th>
<th>Paid leave</th>
<th>Unpaid leave</th>
<th>Total paid and unpaid leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>26.6(a)(i)</td>
<td>Ordinary maternity (primary care giver) – up to 52 weeks – unpaid (less than 12 months continuous service)</td>
<td>-</td>
<td>52 weeks</td>
<td>52 weeks (1 year)</td>
</tr>
<tr>
<td>26.6(a)(ii)</td>
<td>Ordinary maternity (primary care giver) – up to 36 months (at least 1 and less than 5 years continuous service)</td>
<td>14 weeks (or 28 weeks at half pay)</td>
<td>142 weeks</td>
<td>156 weeks (3 years)</td>
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<tr>
<td>26.11</td>
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<tr>
<td>26.6(a)(iii)</td>
<td>Ordinary maternity (primary care giver) – up to 36 months - (at least 5 years continuous service)</td>
<td>18 weeks (or 36 weeks at half pay)</td>
<td>138 weeks</td>
<td>156 weeks (3 years)</td>
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<tr>
<td>26.11</td>
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</tr>
<tr>
<td>26.7(a)(i)/</td>
<td>Special maternity - pregnancy related illness – unfit for work - unpaid (No minimum service requirement)</td>
<td>-</td>
<td>As stated in medical certificate up to maximum 52 weeks</td>
<td>As stated in medical certificate up to maximum 52 weeks</td>
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<tr>
<td>26.7(d)</td>
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<tr>
<td>26.7(b)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.7(a)(ii)</td>
<td>Special maternity - end of pregnancy – unfit for work – unpaid (No minimum service)</td>
<td>-</td>
<td>As stated in medical certificate, up to maximum 52 weeks</td>
<td>As stated in medical certificate, up to maximum 52 weeks</td>
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<tr>
<td>26.7(e)(i)</td>
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<tr>
<td>26.7(b)</td>
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<tr>
<td>Clause</td>
<td>Type of leave and applicable qualifying service requirements</td>
<td>Paid leave</td>
<td>Unpaid leave</td>
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</tr>
<tr>
<td>26.7(a)(ii)</td>
<td>Special maternity – end of pregnancy – unfit for work - (at least 1 and less than 5 years continuous service)</td>
<td>As stated in medical certificate, up to maximum 14 weeks (or 28 weeks at half pay)</td>
<td>As stated in medical certificate, up to maximum 38 weeks</td>
<td>As stated in medical certificate, up to maximum 52 weeks</td>
</tr>
<tr>
<td>26.7(e)(iii)</td>
<td>Special maternity – end of pregnancy – unfit for work - (at least 1 and less than 5 years continuous service)</td>
<td>As stated in medical certificate, up to maximum 18 weeks (or 36 weeks at half pay)</td>
<td>As stated in medical certificate, up to maximum 34 weeks</td>
<td>As stated in medical certificate, up to maximum 52 weeks</td>
</tr>
<tr>
<td>26.8(a)(i)</td>
<td>Paternity/partner leave taken at time of birth – up to 8 weeks – unpaid (less than 12 months continuous service)</td>
<td>8 weeks</td>
<td>8 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>26.8(a)(ii)</td>
<td>Paternity/partner leave taken at time of birth – up to 8 weeks – unpaid (at least 1 and less than 5 years continuous service)</td>
<td>7 weeks</td>
<td>8 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>26.8(a)(iii)</td>
<td>Paternity/partner leave taken at time of birth – up to 8 weeks (at least 5 years continuous service)</td>
<td>6 weeks</td>
<td>8 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>26.8(b)(i)</td>
<td>Paternity/partner (primary care giver) – up to 52 weeks unpaid (less than 12 months continuous service)</td>
<td>52 weeks</td>
<td>52 weeks</td>
<td>52 weeks (1 year)</td>
</tr>
<tr>
<td>26.8(b)(ii)</td>
<td>Paternity/partner (primary care giver)</td>
<td>156 weeks</td>
<td>156 weeks</td>
<td>156 weeks</td>
</tr>
<tr>
<td>Clause</td>
<td>Type of leave and applicable qualifying service requirements</td>
<td>Paid leave</td>
<td>Unpaid leave</td>
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<tr>
<td>26.9(a)</td>
<td>Pre-adoption leave to attend interviews prior to adoption (no minimum service requirements)</td>
<td>-</td>
<td>2 days</td>
<td>2 days</td>
</tr>
<tr>
<td>26.9(b)(i)</td>
<td>Adoption (primary care giver upon initial placement of child) – up to 52 weeks – unpaid (less than 12 months continuous service)</td>
<td>-</td>
<td>52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>26.9(b)(ii)</td>
<td>Adoption (primary care giver upon initial placement of child) – up to 36 months (at least 1 and less than 5 years continuous service)</td>
<td>14 weeks (or 28 weeks at half pay)</td>
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</tr>
<tr>
<td>26.9(b)(iii)</td>
<td>Adoption (primary care giver upon initial placement of child) – up to 36 months (at least 5 years continuous service)</td>
<td>18 weeks (or 36 weeks at half pay)</td>
<td>138 weeks</td>
<td>156 weeks (3 years)</td>
</tr>
<tr>
<td>26.9(c)(i)</td>
<td>Adoption (partner) – up to 8 weeks taken at time of initial placement (less than 12 months continuous service)</td>
<td>-</td>
<td>8 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>26.9(c)(ii)</td>
<td>Adoption (partner) – up to 8 weeks taken at time of initial placement –</td>
<td>1 week (or 2 weeks at half pay)</td>
<td>7 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>Clause</td>
<td>Type of leave and applicable qualifying service requirements</td>
<td>Paid leave</td>
<td>Unpaid leave</td>
<td>Total paid and unpaid leave</td>
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<tr>
<td>26.9(c)(iii) 26.11</td>
<td>Adoption (partner) – up to 8 weeks taken at time of initial placement – (at least 5 years continuous service)</td>
<td>2 weeks (or 4 weeks at half pay)</td>
<td>6 week</td>
<td>8 weeks</td>
</tr>
<tr>
<td>26.9(d)(i)</td>
<td>Adoption (partner)(primary care giver) – up to 52 weeks – (less than 12 months continuous service)</td>
<td>-</td>
<td>52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>26.9(d)(ii)</td>
<td>Adoption (partner)(primary care giver) – up to 36 months (at least 12 months continuous service)</td>
<td>-</td>
<td>156 weeks</td>
<td>156 weeks (3 years)</td>
</tr>
</tbody>
</table>

(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 a member and his or her spouse alternate as the primary care-giver:

(a) the stated maximum period of parental leave available to the member will be reduced by any period of parental leave taken by the member’s spouse, so that the combined total of parental leave taken by the member 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 Commissioner; and

(c) only one member is entitled to access paid parental leave under this clause.

(iii) Weekends, public holidays and rostered days off are part of parental leave and do not extend the period of leave.
(iv) The Commissioner shall, in writing, advise an eligible member of their rights and obligations set out in these provisions before the member commences parental leave.

26.4 Notification of Pregnancy

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

26.5 Payment of Plain Clothes Allowance

(a) Where a pregnant member has notified their Officer in Charge in accordance with clause 26.4, and at the time they can no longer wear their uniform due to their pregnancy, they shall be eligible to apply for payment of Plain Clothes Allowance. Members who instead wear the maternity uniform shall not be eligible for payment of the Plain Clothes Allowance.

26.6 Ordinary Maternity Leave

(a) Subject to the requirements of this sub-clause, a pregnant member may access any one of the following ordinary maternity leave entitlements:

(i) up to 52 weeks unpaid leave, where the member has less than 12 months continuous service;

(ii) up to (3) three years leave, with the first 14 weeks to be paid, provided the member 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 member has completed five (5) or more years continuous service at the time of commencing leave.

(b) Where a member’s qualifying period of 12 months continuous service referred to in sub-clause (a)(ii) ends within 14 weeks of the date on which the member 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 a member’s qualifying period of five (5) years continuous service referred to in sub-clause (a)(iii) ends within 18 weeks of the date on which the member 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, a member must give her Officer in Charge 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 member intends to commence leave and the period of leave to be taken, along with a statutory declaration stating that the member 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 member will not be in breach of sub-clause (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) Subject to sub-clause (g) a member taking ordinary maternity leave shall commence the absence on leave six (6) weeks before the expected date of birth and the absence shall extend at least six (6) weeks after the actual date of birth.

(g) A member may remain at work later than six (6) weeks prior to the expected date of birth and may resume duty during the six (6) week period following actual date of birth subject to the approval of the Commissioner and production of a medical certificate supporting the application stating that she is fit to work on her normal duties.

(h) The Commissioner may require the member to start ordinary maternity leave if the member:

(i) does not give the Commissioner the requested certificate within seven (7) days after the request; or

(ii) within seven (7) days after the request for the certificate, gives the Commissioner a medical certificate stating that the member is unfit to work.

(i) Transfer to Safe Job

(i) Where a pregnant member eligible for ordinary maternity leave under sub-clause 26.6 who has already complied with the requirements of sub-clause (d) provides the Commissioner with a medical certificate from a medical practitioner stating that the member is fit to work, but illness or risks arising out of the pregnancy or hazards connected with the work assigned to the member make it inadvisable for the member to continue at her present work during a stated period (the risk period), the
Commissioner must, if reasonably practicable, transfer the member to an appropriate safe job with no other change to the member’s terms and conditions of employment for the hours that she works during the risk period.

(ii) If the Member’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 member to an appropriate safe job, the member 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 member commences ordinary maternity leave;
   or
(c) the day before the end of the pregnancy.

(ii) The Member is entitled to her base rate of pay for her ordinary hours of work in the risk period.

(k) Where a member’s child dies during a period of ordinary maternity leave, the member may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the member elects to resume duty, in which case the provisions of sub-clause 26.16 apply.

(l) Subject to notice and evidence requirements set out in sub-clause (d), where a member becomes pregnant whilst on a period of ordinary maternity leave, the member can elect to commence another period of leave up to the maximum entitlement, in accordance with sub-clause 26.6(a)(i), 26.6(a)(ii) or 26.6(a)(iii) from the date of the birth of the child resulting from the subsequent pregnancy.

26.7 Special Maternity Leave

(a) In addition to any paid personal leave entitlement available to a member, subject to the requirements of this sub-clause, a pregnant member 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 a member 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 member starts any period of ordinary maternity leave.

(d) Special maternity leave taken by a member under sub-clause (a)(i):

(i) will be unpaid,

(ii) must end before the member starts any period of ordinary maternity leave; and

(iii) will not be deducted from the maximum period of ordinary maternity leave that the member is entitled to take.

(e) Special maternity leave taken by a member under sub-clause (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 member has not completed 12 months continuous service, 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 member 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 member has completed five (5) years continuous service at the time of commencing leave.

(f) Where a member’s qualifying period of 12 months continuous service referred to in sub-clause (e)(iii) ends within 14 weeks of the date on which the member 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 a member’s qualifying period of five (5) years continuous service referred to in sub-clause (e)(iv) ends within 18 weeks of the date on which the member 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 a member must as soon as is reasonably practicable, give her Officer in Charge a written application stating the date on which the member proposes to commence the leave and the period of leave to be taken; and

(i) in the case of special maternity leave taken under sub-clause (a)(i), a medical certificate from a medical practitioner stating that the member 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 sub-clause (a)(ii), a medical certificate from a medical practitioner stating that:

(a) the member’s pregnancy has ended within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child; and

(b) the member will be unfit for work for a stated period.

26.8 Paternity/Partner Leave

Subject to the requirements of this sub-clause, a member 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 a member who has not completed 12 months continuous service, 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 member’s spouse begins to give birth, with such leave able to be taken at the same time that the member’s spouse is taking paid or unpaid maternity leave;

(ii) in the case of a member 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 member’s spouse begins to give birth, with such leave able to be taken at the same time that the member’s spouse is taking paid or unpaid maternity leave;

(iii) in the case of a member 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 member’s spouse begins to give birth;

(iv) in the case of paternity/partner leave under clause 26.8(a)(i) - (iii)

(a) Leave is to be taken in the first 12 months since date of birth of the child.

(b) Unless the Commissioner 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 Commissioner agrees, each period must not be shorter than two (2) weeks.
(d) The Employee must give notice to the Commissioner at least:
   (i) 10 weeks before starting the leave, unless clause (ii) below applies;
   (ii) 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
   (iii) If that is not practicable – as soon as practicable, which may be a time after the leave has started.

(e) Concurrent leave is an exception to the requirement for parental leave to be available to only on 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 member has less than 12 months continuous service, 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 member has completed 12 months of continuous service at the time of commencing leave;

   (iii) to be entitled to paternity/partner leave under clause (b)(i) or (b)(ii), a Member must give the Officer in Charge 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 Member 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 Member will not be in breach of clause 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 a member’s child dies during a period of paternity/partner leave under sub-clause (b)(i) or (b)(ii) the member may continue on leave for maximum period of 52 weeks from the date of commencement of leave, unless the member elects to resume duty, in which case the provisions of sub-clause 26.16 apply.
26.9 Adoption Leave

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

(a) Pre-Adoption Leave – To attend interviews or examinations required to obtain the adoption approval

(i) Subject to the notice and evidence requirements set out in sub-clause (a)(iii) and (iv), a member who is adopting a child is entitled to up to 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 Member and the Commissioner agree.

(iii) Notice and evidence requirements:

(a) the notice must be given to the Commissioner as soon as practicable (which may be a time after the leave has started); and
(b) the notice must advise the Commissioner of the period, or expected period, of the leave.

(iv) A Member who has given his or her Commissioner notice of the taking of unpaid pre-adoption leave must, if required by the Commissioner, provide evidence that would satisfy a reasonable person that the lease is taken to attend an interview or examination as required in order to obtain approval for Member’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 Member has less than 12 months 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 52 weeks of the day of placement;

(ii) up to three (3) years leave, with the first 14 weeks to be paid, provided the Member 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 placement; or

(iii) up to three (3) years leave, with the first 18 weeks to be paid, provided the Member 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 placement.
(iv) where a member’s qualifying period of 12 months continuous service referred to in sub-clause (ii) ends within 14 weeks of the date on which the member 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 a member’s qualifying period of five (5) years continuous service referred to in sub-clause (iii) ends within 18 weeks of the date on which the member commenced adoption 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.

(vi) Member must provide notice and evidence requirements as set out in sub-clause (e).

(c) Adoption Partner Leave (includes concurrent leave) – initial placement of child – leave taken with Member’s spouse

(i) in the case of a member who has not completed 12 months continuous service 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 member’s spouse is taking paid or unpaid adoption leave;

(ii) in the case of a member 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 member’s spouse is taking paid or unpaid adoption leave;

(iii) in the case of a member 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 member’s spouse is taking paid or unpaid adoption leave;

(iv) in the case of Adoption partner leave under paragraphs (c)(i) - (iii)

(a) Leave is to be taken in the first 12 months since day of placement of the child.

(b) Unless the Commissioner agrees, leave must not start before the day of placement of the child.

(c) Leave may be taken in separate periods, but unless the Commissioner agrees, each period must not be shorter than two (2) weeks.

(d) The Member must give notice to the Commissioner at least:
i. 10 weeks before starting the leave, unless sub-clause ii below applies:

ii. 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; or

iii. If that is not practicable – as soon as practicable, which may be a time after the leave has started.

(e) Concurrent leave is an exception to the requirement for parental leave to be available to only one parent at a time in a single unbroken period.

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

(i) up to 52 weeks unpaid adoption leave, where the member has less than 12 months continuous service 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 Member has completed more than 12 months continuous service, and provided that such leave must end within 36 months of the day of placement.

(e) To be entitled to adoption leave under sub-clause (b) or (d), a member must give his or her Officer in Charge 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 member proposes to start and finish the period of adoption leave:

(a) not less than 10 weeks before the first day of the proposed leave in the case of adoption leave taken under sub-clauses (b)(i) to (iii) and (d)(i) to (ii).

(iii) before the member 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 member intends to be the child’s primary care-giver at all times while on adoption leave.

(f) The member will not be in breach of sub-clause (e) if the failure to give the required period of notice is because the member is not given sufficient notice of the expected day of placement to enable compliance, or any other compelling circumstance.

(g) Where a member has commenced a period of adoption leave under sub-clause (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 member elects to resume duty, in which case the provisions of sub-clause 26.16 apply.

(h) Subject to notice and evidence requirements set out in sub-clause (e), where a member exercising adoption leave under sub-clause (b)(i) to (iii) adopts another child during the period of leave, the Member 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.

26.10 Combined Parental Leave

(a) A Member Couple (as defined in sub-clause 26.2(d)), 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-clause26.16(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 26.6(a)(i); or

(b) six (6) weeks paid maternity leave in accordance with sub-clause 26.6(a)(ii) or 26.6(a)(iii);

(iv) concurrent leave being used by the Member Couple for a maximum of eight (8) weeks and in accordance with concurrent leave provisions as set out in sub-clause 26.8(a)(iv);

(v) the balance of the combined leave being used by the member of the Member 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 members sharing the combined Parental Leave; and

(vii) Where a Member couple combines their paid leave entitlements and one member of the Member Couple takes a period of paid leave as part of the combined paid leave balance, the Member shall be paid at his or her salary for the period of leave.
26.11 Parental Leave at Half Pay

(a) A member 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 a member applies to extend the period of paid leave under sub-clause (a):

(i) Leave entitlements will accrue as if the member had utilised the amount of parental leave at full pay;

For example, if a member utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the member 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 Commissioner under this clause, the maximum period of parental leave will not be extended.

26.12 Access to Other Leave Entitlements While on Parental Leave

(a) A member on unpaid parental leave may access accrued recreation leave and long service leave entitlements.

(b) Where a Member on parental leave accesses other leave entitlements under sub-clause (a), the taking of that other paid leave:

(i) Does not break the continuity of the period of parental leave; and

(ii) The maximum period of parental leave will not be extended.

26.13 Employment While on Parental Leave

(a) With the exception of Keeping in Touch days under sub-clause (b) and subject to the Commissioner’s approval, a member on unpaid parental leave may return to duty for any period.

(b) Keeping in Touch Days

(i) A Member 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) A Member 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) A Member who performs work under paragraph (b)(i) during a period of paid parental leave will be paid his or her normal salary for the day’s (or part day’s) work performed and the Commissioner will authorize the equivalent period of paid parental leave to be re-credited.

(ii) After considering all the circumstances, including any duty performed under sub-clause (a), the Commissioner may approve an amount of keeping in touch days in excess of the amount specified in sub-clause (b)(i)

(c) A member on unpaid parental leave may apply to engage in outside employment in accordance with the Outside Employment Instruction and Procedure.

(d) Employment under sub-clauses (a), (b) or (c) above shall not:

(i) prevent the member from re-commencing parental leave; or

(ii) extend the maximum period of parental leave.

26.14 Communication During Parental Leave

(a) Where a member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commissioner will take reasonable steps to:

(i) Make information available in relation to; and

(ii) Provide an opportunity for the member to discuss, any significant effect the change will have on the status or responsibility level of the position the member held before commencing parental leave.

(b) The member will take reasonable steps to inform the Commissioner about any significant matter that will affect the member’s decision regarding the duration of parental leave to be taken, whether the member intends to return to duty and whether the member intends to request to return to duty on a part-time basis in accordance with sub-clause 26.16(b).

26.15 Extend Period of Parental Leave

(Note: A Member 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) A Member who has commenced his or her initial nominated parental leave period under sub clause 26.6(a), 26.8(b)(i), 26.8(b)(ii), 26.9(b)(i), 26.9(b)(ii), 26.9(b)(iii), 26.9(d)(i) or 26.9(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 Commissioner at least four (4) weeks written notice before the end of the initial leave period.

(b) Where a Member has accessed his or her right to extend parental leave on one occasion under sub-clause (a) and the Member intends to request a further period of parental leave, or where a Member’s initial nominated parental leave period was 12 months or more (but less than three (3) years) and the Member intends to request a further period of parental leave, a Member may request to, subject to Commissioner approval and notice periods set out in sub-clause (c), extend parental leave as follows:

(i) In relation to leave (up to 52 weeks) taken under sub-clause 26.6(a)(i), 26.8(b)(i), 26.9(b)(i) or 26.9(d)(i):

   (a) Where a Member’s extension under clause (a) results in the Member’s total period being less than 12 months – a further extension up to a total of 52 weeks.
   (b) Where a member has completed 52 weeks parental leave, to extend parental leave by up to a further 52 weeks.
   (c) A Member 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-clauses 26.6(a)(ii), 26.6(a)(iii), 26.8(b)(ii), 26.9(b)(ii), 26.9(b)(iii) or 26.9(d)(ii).

   (a) Where a Member’s extension under clause (a) results in the Member’s total period being less than 12 months – a further extension up to a total of three (3) years.
   (b) Where a Member’s subsequent extension in sub-clause (a) results in the Member’s total period being less than three (3) years – a further extension up to a total of three (3) years.
   (c) A Member cannot extend the period of parental leave beyond three (3) years after the date of birth or day of placement of the child.

(c) A Member must give the Commissioner a written request to extend parental leave at least:

   (i) Four (4) weeks before the end of the nominated period where the Member has been on parental leave for a period up to 52 weeks; or
   (ii) 12 weeks where the Member has been on parental leave for a period in excess of 52 weeks.

(d) Except for sub-clause (a), the Commissioner’s response to a Member’s request to extend leave under this sub-clause will be in accordance with sub-clause 26.17.
26.16 Returning to Duty After a Period of Parental Leave

(a) A member on ordinary maternity leave may not return to duty 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 Commissioner and the Member, the Member 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 Member is due to return to work. Responses to requests will be in accordance with sub-clause 26.17.

(c) If agreed between the Commissioner and the Member, a Member whose period of parental leave has started may reduce the period of parental leave. Responses to requests will be in accordance with sub-clause 26.17.

A written application must be made at least:

(i) Four (4) weeks before the Member's preferred date of return where Member is on parental leave for a period up to 52 weeks; or

(ii) 12 weeks before the Member's preferred date of return where the Member is on parental leave for a period in excess of 52 weeks.

(d) Unless otherwise provided under this sub-clause, a member must give his or her Officer in Charge written notice of the date on which he or she intends to return to duty following a period of parental leave as follows:

(i) four (4) weeks where the member has been on parental leave for a period of up to 52 weeks; or

(ii) 12 weeks where the member has been on parental leave for a period in excess of 52 weeks.

(e) Where a member returns to duty after parental leave he or she shall recommence duty at the rank held by the member before he or she commenced maternity or parental leave. Where a member has gained promotion during the period of leave when he or she returns to duty it will be at the rank obtained as a result of this promotion.

(f) A member 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 a Member who:

(i) Was transferred to a safe job under sub-clauses 26.6(i) 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.

26.17 Commissioner’s Consideration of Member’s Request

In relation to a Member’s request made under sub-clause 26.15(b), 26.16(b) or 26.16(c):

(a) The Commissioner will consider the request and respond in writing within 21 days having regard to the member’s circumstances and, provided the request is genuinely based on the member’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 reorganize 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 member’s request and the Commissioner’s decision in respect of the request must be recorded in writing.

26.18 Replacement Employees

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

(b) Before the Commissioner engages a replacement Member the Commissioner must inform that person:

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

26.19 Additional leave without pay

(a) A member who has accessed the three (3) year parental leave entitlement (associated with one birth) may request to extend that period by a further three (3) years leave without pay.

(b) Sub-clause (a) may only be accessed by the birth giver or primary care giver.
(c) Provided the request is genuinely based on the member’s parental responsibilities, the Commissioner of Police may only refuse on reasonable business grounds, the onus of proof which rests with the Commissioner.

26.20 Effect of Parental Leave on Service

(a) A period of parental leave does not break a member’s continuity of service.

(b) Subject to sub-clause (d) below, any period of paid parental leave, including paid leave as a result of access to accrued entitlements under sub-clause 26.12 will count as service.

(c) Subject to sub-clause (e) below, any period of unpaid parental leave will not count as service.

(d) Where any member elects to take paid parental leave at half pay in accordance with sub-clause 26.11, 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 member 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 26.6(b), 26.6(c), 26.7(f), 26.7(g), 26.9(b)(iv) and 26.9(b)(v) will count as service.

26.21 Superannuation Contributions during Period of Parental Leave

(a) This provision is to provide Employer superannuation contributions benefits to female members, 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) A member 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 Member would have received had the Member not been on approved parental leave.

27. Recreation Leave

(a) Clause 48.26 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:
(i) Leave without pay that does not count for service for the purposes of accruing leave will reduce the recreation leave accrual on the same progressive basis during a year.

28. Recreation Leave Cash-Ups

(a) Clause 49 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

(b) A member may request to cash-up recreation leave provided that:

(i) The member’s remaining accrued entitlement to paid recreation leave is not less than four (4) weeks;

(ii) Each cashing out of a particular amount of paid recreation leave must be by a separate agreement in writing between the Commissioner and member; and

(iii) The member must be paid at least the full amount that would have been payable to the member had the member taken the leave that the member has forgone.

29. Personal Leave

(a) This clause replaces clause 60 of Determination No. 1 of 2011 in its entirety and the parties agree that the Determination No. 1 of 2011 will be amended accordingly.

(b) A member is entitled to paid personal leave on commencement of appointment

(c) Subject to sub clauses 29(e) and 29(f) herein, a member shall be entitled to paid personal leave where:

(i) the member is, was or will be unable to attend duty due to genuine personal illness, subject to satisfactory proof of the member’s illness (sick leave); or

(ii) a member is required to provide care or support to a members’ immediate family or household who requires such care and support because of:

(a) A personal illness, or personal injury, affecting a member of the immediate family or household; or

(b) An unexpected emergency affecting a member of the immediate family or household (carers leave).

(iii) For the purpose of clause 29(c)(ii):

(a) “child” means birth, an adopted, step, exnuptial or adult child;
(b) “de facto partner” means a person who lives with the Member as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the member;

(c) “immediate family” member means:

i. a spouse, child, parent, grandparent, grandchild, or sibling of the Member; or

ii. a child, parent, grandparent, grandchild or sibling of a spouse of the Member.

(d) Subject to clause 29(c)(ii) and (iii), 29(f)(iii), 29(g) and 29(h) a member shall be entitled to 80 hours carers leave in a 12 month period.

(e) A member must make all reasonable efforts to advise his or her supervisor as soon as reasonably practicable on any day of absence from his or her employment. If it is not reasonably practicable for the member to give prior notice of absence due to circumstances beyond the member's control, the member will notify his or her supervisor by telephone of such absence at the first available opportunity.

(f) (i) A member must apply for personal leave in the form required by the Commissioner as soon as is reasonably practicable for the member to make the application.

(ii) Subject to clause 29(g), to assist the Commissioner to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 29(c)(i) a member must, as soon as reasonably practicable provide the Commissioner with the following documentary evidence:

(a) a medical certificate from a registered health practitioner as defined below;

"registered health practitioner" means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type); or

(b) if it is not reasonably practicable for the member to 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 Commissioner, a statutory declaration may be submitted in writing detailing:

i. the reasons why it was not practicable to provide a medical certificate; and

ii. the reason for the illness and length of absence.
Subject to clause 29(g), to assist the Commissioner to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 29(c)(ii) (carer’s leave), a member must, as soon as reasonably practicable, provide the Commissioner 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 Member’s care or support.

Where documentary evidence of illness is not provided, a member is entitled to a maximum of 4 rostered shifts paid personal leave per financial year. The first 2 of these rostered shifts taken in any financial year shall attract payment of the consolidated allowance, but the remaining 2 rostered shifts shall not include any payment of consolidated allowance.

Notwithstanding clause 29(f), where a member takes personal leave in excess of 120 hours in any financial year, the member shall provide to the Commissioner or his delegate a medical certificate from a registered health practitioner as defined under the Health Practitioners Act stating:

- the nature of the illness or injury;
- the prognosis for recovery; and
- the capacity for alternative duties and/or reduced hours of work.

The information required under clause 29(h) shall where practicable be provided in the approved format as set out under the Personal Injury and Illness Policy in force from time to time.

The provisions at clauses 29(h) and 29(i) include hours taken as carers leave taken in that financial year.

A member to whom clauses 29(h) and 29(i) applies who does not provide the required information shall not be entitled to paid personal leave for the period of absence to which the matter relates.

Each individual case may be reviewed by the Commissioner who, at his discretion, may direct a member to undergo a medical examination to determine that member’s continuing entitlement to personal leave.

The retirement of members on the grounds of ill health shall not, except with their consent, be effected earlier than the date for which the member’s medical practitioner’s certificate exists unless the member sooner reaches the retiring age.

The provisions set out under clauses 29(h) and 29(i) and 29(l) shall apply to personal leave taken by a member who has a personal illness or injury
while on recreation leave or long service leave. In such circumstances, the member shall be entitled to additional recreation leave or long service leave equivalent to the number of days of personal illness or injury falling within the rostered period of recreation leave or long service leave if the days of sickness are taken as personal leave and a medical certificate is provided for those days. The additional days of recreation leave or long service leave shall be taken at such time as the Commissioner may direct.

(o) The period of sickness under 29(n) must not be less than one full duty day or shift during that period of leave, and a medical certificate from a registered health practitioner must be produced in accordance with 29(f).

(p) A member shall not be entitled to paid personal leave for a period during which the member is absent from duty because of personal illness, or injury, for which the member is receiving compensation payable under Northern Territory workers compensation legislation.

(q) For the effect on other allowances when on personal leave, refer to the specific allowance clause.

(r) The parties agree that these revised personal leave management provisions shall be reviewed during the last 12 month period of this Agreement to ascertain whether they have led to improved personal leave outcomes.

30. Extended Leave Scheme

Cessation of the Extended Leave Scheme

(a) No Agreements for extended leave will be agreed/approved on or after 1 January 2015.

(b) Individual extended leave agreements made and approved prior to 1 January 2015 will continue in accordance with this clause.

(c) When an extended leave agreement made and approved prior to 1 January 2015 expiries, there shall be no renewal or extension of that agreement.

General principles

(d) This scheme allows for 5 year agreements, comprising 4 years of work, followed by 1 year of extended leave.

(e) “Salary” for the purpose of this clause includes salary and allowances for the purpose of salary.

(f) Salary is reduced to 80% for 4 years to pay for the 1 year of extended leave.

(g) The extended leave may only be taken in the 5th year.
Administrative

(h) During an extended leave agreement, compulsory Employer superannuation contributions are calculated on the member’s reduced salary (ie: 80% of the salary that the member would be paid if he or she had not entered the extended leave agreement).

(i) Extended leave will not break continuity of service.

(j) Extended leave will count as service for all purposes.

(k) The member’s deductions for extended leave will be increased in accordance with salary increases applying during the period of the agreement.

(l) A public holiday that falls within a period of extended leave will not extend the period of the leave.

Independent Advice

(m) Prior to entering into or ceasing an extended leave arrangement a member must be advised to seek, at his/her own expense, independent advice regarding:

   (i) his/her financial situation;

   (ii) the potential impact on taxation; and

   (iii) the potential impact on superannuation.

Application

(n) To access extended leave a member must complete the standard extended leave application form.

Agreement

(o) An extended leave agreement must be in writing and, as a minimum, must include:

   (i) details of the member and the workplace;

   (ii) duration of the extended leave arrangement;

   (iii) dates for the extended leave to be taken;

   (iv) a declaration that the member has been advised to seek financial advice regarding the arrangement;

   (v) calculations used to determine salary deductions;

   (vi) details of the right of return to the pre-existing employment arrangements;

   (vii) other matters deemed relevant to the arrangements; and
(viii) signatures of the member and the Commissioner.

(p) An extended leave agreement is non-renewable. On the expiry of an existing agreement, the member may lodge a new application for approval by the Commissioner.

Cessation of extended leave

(q) An extended leave arrangement may cease in the following ways:

(i) At the request of the member on the giving of 3 months written notice to the Commissioner, provided that approval of the request is at the discretion of the Commissioner, based on operational and other relevant considerations.

(ii) At the initiative of the Commissioner, on the giving of 3 months written notice to the member, along with reasons for the cessation.

(iii) The member ceases employment.

(iv) The member moves to a new work area within PFES or to another NTPS Agency (unless the new work area or Agency agrees to continue the arrangement).

(r) Where an extended leave arrangement ceases in accordance with sub-clause (q), the member will be reimbursed a lump sum payment of monies paid within 30 days of cessation of the agreement, provided that where the member has already commenced the period of extended leave, he or 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.

PART 5 – ISOLATED POLICING INCENTIVE PROVISIONS

31. Isolated Policing Incentives

(a) The Isolated Policing group categories in this Part comprise of Group A, Group B, and Tennant Creek, and are specified in sub-clause (c).

(b) The categories are based on the following criteria:

(i) Nature of the policing that is required at the locality; and

(ii) Degree of physical isolation of the locality; and

(iii) Degree of social isolation of the members and their families at the locality; and

(iv) Quality and location of the police housing at the location; and

(v) Degree to which police work impacts on the member’s family and off duty time; and
(vi) Degree of difficulty in attracting members to and retaining members at the location.

(c) The following lists of localities are deemed as isolated locations, and may be varied in accordance with sub-clause (d) below.

(i) Isolated Policing Group A:

<table>
<thead>
<tr>
<th>Location</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ali Curung (Warrabri)</td>
<td>Milingimbi</td>
</tr>
<tr>
<td>Alpurrurulam</td>
<td>Minjilang</td>
</tr>
<tr>
<td>Alyangula</td>
<td>Minyerri</td>
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<tr>
<td>Angurugu</td>
<td>Mutitjulu</td>
</tr>
<tr>
<td>Arlparra</td>
<td>Nguiu</td>
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<tr>
<td>Avon Downs</td>
<td>Ngukurr</td>
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<tr>
<td>Beswick</td>
<td>Nhulunbuy</td>
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<tr>
<td>Borroloola</td>
<td>Ntaria (Hermannsburg)</td>
</tr>
<tr>
<td>Bulman</td>
<td>Numbulwar</td>
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<td>Finke</td>
<td>Pirlangimpi</td>
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<tr>
<td>Galiwinku</td>
<td>Pine Creek</td>
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<tr>
<td>Gapuwiyak</td>
<td>Ramingining</td>
</tr>
<tr>
<td>Gunbalanya (Oenpelli)</td>
<td>Santa Teresa</td>
</tr>
<tr>
<td>Haasts Bluff</td>
<td>Timber Creek</td>
</tr>
<tr>
<td>Harts Range</td>
<td>Ti-Tree</td>
</tr>
<tr>
<td>Imanpa</td>
<td>Warruwi</td>
</tr>
<tr>
<td>Kalkaringi</td>
<td>Willowra</td>
</tr>
<tr>
<td>Kulgera</td>
<td>Yarralin</td>
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<tr>
<td>Maranboy</td>
<td>Yirrkala</td>
</tr>
<tr>
<td>Mataranka</td>
<td>Yulara</td>
</tr>
<tr>
<td>Milikapiti</td>
<td></td>
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</tbody>
</table>

(ii) Isolated Policing Group B:

<table>
<thead>
<tr>
<th>Location</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kintore</td>
<td>Wadeye</td>
</tr>
<tr>
<td>Lajamanu</td>
<td>Warakurna</td>
</tr>
<tr>
<td>Maningrda</td>
<td>Yuendumu</td>
</tr>
<tr>
<td>Papunya</td>
<td></td>
</tr>
</tbody>
</table>

(iii) Tennant Creek

(d) The Commissioner, in consultation with the Commissioner for Public Employment and the NTPA, may vary the localities deemed as isolated locations from time-to-time.
(e) **General Policing Allowance:**

(i) **General Policing Allowance** for members qualified under Clause 15 shall be paid according to the following:

(a) Isolated Policing Group A – 9%

(b) Isolated Policing Group B – 12%

(c) Tennant Creek – 5%

(f) **Consolidated Remote Incentive Allowance**

(i) Members serving at an Isolated Policing Group Location shall be entitled to a Consolidated Remote Incentive Allowance (CRIA) as set out herein:

<table>
<thead>
<tr>
<th>Isolated Policing Group</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Category</td>
<td>2.5%</td>
<td>2.5%</td>
<td>2.5%</td>
</tr>
<tr>
<td>Group A</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Group B</td>
<td>6%</td>
<td>12%</td>
<td>12%</td>
</tr>
<tr>
<td>Tennant Creek (*)</td>
<td>11%</td>
<td>18%</td>
<td>18%</td>
</tr>
</tbody>
</table>

(*) including the Superintendent serving at Tennant Creek

(ii) The CRIA is an allowance that replaces and includes the Tennant Creek attraction allowance, locality bonuses, satellite television and internet payments and freight allowance and includes a component in recognition of availability/attraction.

(iii) Members who have completed 2 years consecutive service at a permanent police station identified at Category A or B and return to a Category B location within five years will be entitled to payment of the CRIA at the 2nd increment.

(iv) Members stationed at Jabiru, Adelaide River and Batchelor shall be paid the “special category” rate, being that part of the CRIA that provides for recognition of being reasonably available for recall to duty after hours but is not recognition of isolation.

Reasonably available does not mean on-call. It means members will agree to return to duty provided they are contactable and are in a position to do so.

(v) Members who are stationed at locations mainly serviced by barge only, are entitled to an additional freight component to assist with the increased cost over and above the freight component in the CRIA associated with freighting household goods by barge.
(a) Payment of the additional freight component will be made in accordance with the below scale on the 12 month anniversary of the member’s posting at the locations identified below, payable on and from 1 July 2014 for the previous 12 month anniversary from the first day of duty at the location.

| Single Member with dependants | $500 pa | $1000 pa |

(b) The locations to which the additional freight component is payable are:

- Alyangula
- Gapuwiyak
- Nhulunbuy
- Ramingining
- Wurrumiyanga
- Galiwinku
- Maningrida
- Pirlangimpi
- Wadeye

(c) The Commissioner may vary these locations following consultation with the NTPA to include the stations at Warruwi, Numbulwar, Peppimenarti or Minjilang should they become permanent stations.

(g) Officers in Charge:

(i) The Officer in Charge of an isolated station as listed in sub-clause (c) will be ranked as an Acting Sergeant where a Sergeant or above position does not already exist.

(ii) A member appointed as Officer in Charge (Acting Sergeant) of an isolated station shall revert to their nominal salary increment level at the completion of their time of service at that station.

(iii) Batchelor and Adelaide River are to be included for the purpose of this sub-clause.

32. Utilisation of Additional Recreation Leave and Long Service Leave Whilst Serving at Isolated Policing Locations

(a) Members serving at isolated locations as listed in Clause 31(c) will receive additional recreation leave as below:

(i) Isolated Policing Group A – 1 week additional leave at 24 months and an additional 1 week at 36 months and each 12 months completed service thereafter.

(ii) Isolated Policing Group B – 1 week additional leave for every 12 months in service completed at the location.

(iii) Tennant Creek – 1 week additional leave at 24 months and an additional 1 week at 36 months of service at the location and each 12 months completed service thereafter.
(b) The provisions of this clause do not apply to Aboriginal Community Police Officers and Auxiliaries recruited locally.

(c) Members shall be exempted from any long service leave provisions arising from Clauses 52 and 53 of Determination No.1 of 2011, relating to the member being required to take long service leave within a fixed time frame for a period up to 5 years from the end of their service at a qualifying location.

(d) Long service leave entitlements will not be available during the period a member is stationed at an isolated locality. Except in exceptional circumstances where a member requires access to their long service entitlement, a member may be permitted to take leave, at the Commissioner's discretion. Also, it may be grounds for transferring the member to the 'posting of choice' provided at Clause 35.

(e) With exception of sub-clause (d) all accrued long service leave credits are frozen until such time as the member is relocated out of the isolated locality. Members will be exempted from any forfeiture of long service leave credits resulting from this moratorium for a period up to 5 years.

(f) Subject to other provisions of this clause, where a member voluntarily serves at a location for less than 24 months, a member shall not have access to a pro-rata entitlement of the additional recreation leave, no matter what reason causes deficiency in length of service at the location.

(g) Members will be required to utilise a minimum of 1 week recreation leave in addition to any other recreation leave utilised during the 2 year period on completion of 2 years service in that locality regardless of any extension to return of service at that locality.

(h) Members stationed at an isolated locality for a period of 2 years are to utilise 6 weeks of recreation leave on completion of 12 months service at that locality. Recreation leave should not be taken at any other time during the period other than exceptional circumstances and approved by the Divisional Officer.

(i) Where a member is directed by the Commissioner to no longer serve at an isolated locality, that member shall have access to a pro-rata entitlement for the period already served.

(j) A member serving at an isolated location, prior to the certification of this Agreement, who has not accessed additional recreation leave during that period, shall seek approval from the Commissioner to access that entitlement. The Commissioner will determine applications on a case by case basis.
33. Fares Out of Isolated Localities (FOILS) and Accommodation Rates

Clause 90 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

(a) This entitlement applies to all members of the rank of Superintendent and below, including Aboriginal Community Police Officers, gazetted at stations referred to herein.

(b) The definition of dependency shall be applied to all members at the date of accrual and at the time of utilisation of fares, to determine eligibility for FOILs.

(c) FOILs accrue to a member on the date of commencement of duties at the applicable locality, subject to restrictions on use set out here-in.

(d) Under no circumstances shall a member be granted FOILs and a recreation leave fare under Clause 50 of the Determination in respect of the same journey. A member entitled to a recreation leave fare and to whom this clause applies, shall access their recreation leave fare as if it were a FOIL.

(e) A member who does not utilise a recreation leave fare whilst entitled to a FOILs and who subsequently cashes in their recreation leave fare shall lose one FOILs entitlement during that year.

(f) FOILs accrued to a member under this clause shall not be available for use by the member or their family until the member has completed a continuous period of three months service in the isolated locality.

(g) Members are not authorised to use FOILs at intervals closer than three months except in exceptional circumstances.

(h) The maximum entitlement for FOILs shall be the economy class air fare for the persons travelling, from the isolated locality to the prescribed destination under this clause.

(i) Where a member elects to travel by private vehicle in lieu of travel by air, the entitlement shall be the vehicle allowance calculated for the journey, including passenger allowance if applicable, or the cost of the airfare for the persons travelling, whichever is the lesser.

(j) Where an isolated locality has no air service, a member's entitlement shall be the actual amount of the vehicle allowance, including passenger allowance if applicable, for the journey or for the actual value of the fare paid where travel is not by private vehicle.

(k) Approval may be granted for a member to utilise a FOIL for travel to a destination other than those prescribed herein. Where such approval is granted, the member shall be entitled to the cost of the actual travel
undertaken or the maximum provided for in sub-clause (h), whichever is the lesser.

(I) A member utilising a FOIL shall be entitled to a maximum of four consecutive days travel (not deductible from any available recreation or other leave credits) comprising a weekend and two days travel time at the expense of the NTPF (except as provided in sub-clause (m) on the occasion of the utilisation of each FOILs entitlement).

(m) While it is intended that a Friday and the following Monday be used in conjunction with FOILs, discretion may be used in this regard where airline time-tables do not coincide with those days, however the maximum consecutive days off for this purpose remains at four (unless other leave is taken in conjunction with the FOILs leave) and shall include two days leave and a weekend or two days off duty.

(n) Where a member elects to utilise a FOIL on a long weekend and the holiday is a Friday or Monday, only one day FOIL leave shall be granted. Where Public Holidays falls on both the Friday and following Monday (or two other days immediately before and/or after rostered days off), no FOILs leave shall be granted.

(o) A shift worker who is rostered off duty for two consecutive days during the week to compensate for being rostered on duty on a weekend may regard those rostered days off duty as a weekend for the purposes of this entitlement.

(p) Where a member requires additional leave other than provided for herein to enable use of a FOIL entitlement (for example, to coincide with airline schedules, etc) any such leave may be taken as recreation leave, or in respect of short periods of leave, leave without pay and shall not be unreasonably refused.

(q) Notwithstanding sub-clause (p), any application for leave to be taken in conjunction with a FOILs entitlement, except in circumstances outlined in sub-clause (y), will be treated in accordance with normal leave provisions. Members should be aware that they have no automatic entitlement to the grant of leave and that approval is at the discretion of the Commissioner.

(r) A member shall have no entitlement to FOILs during a period of long service leave, personal leave or maternity leave, or extended periods of leave without pay.

(s) Where more than one member travels in the same vehicle to utilise FOILs, each member shall be deemed to have utilised a FOIL entitlement, notwithstanding that only one of those members is entitled to payment of vehicle allowance.
(t) Where a member utilises FOIL leave and is transported at Government expense, (e.g. as a passenger on a Government charter flight, in a Government vehicle, on an Aerial Medical Service Flight, etc.), that member shall be deemed to have utilised a FOILs entitlement even though there has been no payment for fares.

(u) A member who transfers or is promoted from one isolated locality to another shall be entitled to transfer any unused FOILs to the new locality and future accruals will be made as if service was continuous in that locality.

(v) Subject to sub-clause (y)(v) FOIL entitlements that are not utilised by the member before the next FOILs accrual date shall automatically lapse.

(w) Where a member transfers or is promoted from an isolated locality to a non-isolated locality, any unused FOIL entitlements shall lapse.

(x) A member who resigns from the Force in an isolated locality shall not be entitled to take a one-way fare out on resignation and all FOIL's remaining shall lapse.

(y) A member eligible for FOIL's shall be entitled to payment of an accommodation allowance for 3 days on the following conditions:

   (i) The rate of payment shall be equal to the accommodation component of Travelling Allowance as published by the Commissioner in the Police Gazette from time to time, (subject to that rate not being less than $99.50).

   (ii) The allowance is provided in respect of the member only and is not payable in respect of dependants.

   (iii) Subject to approval and compliance with sub-clauses (iv) and (v) below, members may accumulate the value of the accommodation allowance provided for herein to a maximum period of 6 days. The accumulated allowance may be used in conjunction with a FOIL and/or when utilising the next period of recreation leave.

   (iv) Members are required to utilise a FOIL within 1 month from date of accrual.

   (v) Where a member is unable to utilise a FOIL within 1 month of accrual written approval to defer usage and the nominated date when the FOIL is to be taken must be obtained from the Divisional Officer.

   (vi) Supervisors may direct a member to utilise their accrued FOIL including the accommodation component up to a period of 4 days to ensure occupational health and safety requirements are met.

   (vii) Subject to the requirements specified in sub-clauses (iv), (v) and (vi) above, members may defer accrued FOILs entitlements and receive payment to the value of the fare to be utilised in conjunction with the
next period of recreation leave from when the FOIL accrued. All accrued FOILs and accommodation entitlements must be utilised in full at the next period of recreation leave.

(z) Members gazetted at the following stations are entitled to 2 FOILs per year (1 only in the year a Recreation Leave Fare accrues):

<table>
<thead>
<tr>
<th>Isolated locality</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ali Curung (Warrabri)</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Alpurrurulam</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Arlparra</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Avon Downs</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Beswick</td>
<td>Darwin</td>
</tr>
<tr>
<td>Daly River</td>
<td>Darwin</td>
</tr>
<tr>
<td>Elliott</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Finke</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Imanpa</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Kulgera</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Harts Range</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Maranboy</td>
<td>Darwin</td>
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<td>Mataranka</td>
<td>Darwin</td>
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<td>Milikapiti</td>
<td>Darwin</td>
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<td>Milingimbi</td>
<td>Darwin</td>
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<tr>
<td>Muttitjulu</td>
<td>Alice Springs</td>
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<tr>
<td>Nhulunbuy</td>
<td>Darwin</td>
</tr>
<tr>
<td>Ntaria (Hermannsburg)</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Numbulwar</td>
<td>Darwin</td>
</tr>
<tr>
<td>Pirlangimpi (Garden Point)</td>
<td>Darwin</td>
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<tr>
<td>Santa Teresa</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Tennant Creek</td>
<td>Alice Springs</td>
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<td>Timber Creek</td>
<td>Darwin</td>
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<td>Ti-Tree</td>
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<td>Yarralin</td>
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<td>Yirrkala</td>
<td>Darwin</td>
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<td>Yulara</td>
<td>Alice Springs</td>
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<tr>
<td>Willowra</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Wurrumiyanga</td>
<td>Darwin</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Isolated locality</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alyangula</td>
<td>Darwin</td>
</tr>
<tr>
<td>Angurugu</td>
<td>Darwin</td>
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<tr>
<td>Borroloola</td>
<td>Darwin</td>
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<tr>
<td>Bulman</td>
<td>Darwin</td>
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<tr>
<td>Galiwinku</td>
<td>Darwin</td>
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<tr>
<td>Gapuwiyak</td>
<td>Darwin</td>
</tr>
<tr>
<td>Isolated locality</td>
<td>Destination</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Gunbalanya (Oenpelli)</td>
<td>Darwin</td>
</tr>
<tr>
<td>Haasts Bluff</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Kalkaringi (Wave Hill)</td>
<td>Darwin</td>
</tr>
<tr>
<td>Kintore</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Lajamanu (Hooker Creek)</td>
<td>Darwin</td>
</tr>
<tr>
<td>Maningrida</td>
<td>Darwin</td>
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<tr>
<td>Minjilang</td>
<td>Darwin</td>
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<tr>
<td>Minyerri</td>
<td>Darwin</td>
</tr>
<tr>
<td>Ngukurr (Roper River)</td>
<td>Darwin</td>
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<tr>
<td>Nyirripi</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Papunya</td>
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<td>Peppimenarti</td>
<td>Darwin</td>
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<td>Raminginining</td>
<td>Darwin</td>
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<tr>
<td>Wadeye (Port Keats)</td>
<td>Darwin</td>
</tr>
<tr>
<td>Yuendumu</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Warakurna</td>
<td>Alice Springs</td>
</tr>
<tr>
<td>Warruwi</td>
<td>Darwin</td>
</tr>
<tr>
<td>Yarralin</td>
<td>Darwin</td>
</tr>
</tbody>
</table>

(bb) The Commissioner, in consultation with the NTPA, may vary locations and entitlements as necessary by notice in the Police Gazette

34. **Auxiliary Rental Rebate Incentive**

Police Auxiliaries gazette to stations in localities other than Darwin, Katherine or Alice Springs shall be entitled to claim rental rebate under the same conditions applying to employees of the NTPS when renting Government accommodation.

35. **Posting of Choice**

(a) Members of the rank of Constable and above serving in a locality other than Darwin, Katherine or Alice Springs for a period of 2 years may elect a posting of choice at one of the major centres (Darwin, Katherine or Alice Springs) at any time during their 2 year return of service. On completion of return of service, members will be relocated to the locality elected.

(b) An Aboriginal Community Police Officer serving at a locality other than Darwin, Katherine or Alice Springs for a period of 2 years may make an application to transfer to a vacant Aboriginal Community Police Officer position at another location.

(c) In the absence of the acceptance by the member of any other offer to a specific position, members shall default to a general duties patrol group within the major centre that the members transfers to, that is, Darwin, Casuarina, Palmerston, Katherine or Alice Springs general duties areas.
36. Cleaning Contracts

(a) Where a cleaning contract at an isolated station is unable to be filled, the Commissioner may, in consultation with the NTPA, determine an allowance to be paid to a member to fulfill this task.

(b) Where the member intends to fulfill the cleaning duties, the member will prior to the commencement of any work, seek written approval from the Divisional Officer regarding the number of hours per week to be claimed.

37. Electricity Subsidy

(a) A member stationed in a locality specified in sub-clause (n) and residing in a dwelling fitted with a dedicated electricity metering device, is required to meet the cost of any charges associated with the provision of electricity to that dwelling.

(b) A member stationed in a locality specified in sub-clause (o) and residing in a dwelling that is not fitted with a dedicated electricity metering device, is not required to meet the cost of any charges associated with the provision of electricity to that dwelling.

(c) The Commissioner shall approve payment of the Electricity Subsidy (‘the subsidy’) to a member to whom sub-clause (a) applies.

(d) Payment of the subsidy shall commence from the date the member takes up occupancy of the dwelling, subject to production of satisfactory evidence the member has incurred costs for the provision of electricity at the dwelling they reside in (e.g. connection costs).

(e) The subsidy shall be paid fortnightly in addition to salary and count as salary for taxation and superannuation purposes.

(f) Payment of the subsidy shall cease when the member vacates the dwelling.

(g) The subsidy is payable to part time members on a pro-rata basis commensurate with the member’s hours of work.

(h) The subsidy shall not be paid during any period of leave without pay that is deemed not to count as service.

(i) The subsidy is payable at the rates specified in sub-clause (p).

(j) Only 1 subsidy is payable per dwelling.

(k) The subsidy shall be adjusted annually with effect from 1 January of each year in accordance with the annual Darwin CPI recorded for the previous September quarter, provided that the rate of subsidy shall not reduce.
A member stationed at a locality specified in sub-clause (o) of this clause who, prior to 13 January 2005, was not required under sub-clause (a) to meet the electricity costs associated with the dwelling they resided in, shall not be required to meet those costs whilst the member remains stationed at that locality, or other locality specified in sub-clause (o) such that the member was continuously stationed in a locality covered by sub-clause (o).

The Commissioner may add to or vary sub-clauses (n) and (o) following consultation with the NTPA.

List of locations by category:

<table>
<thead>
<tr>
<th>Special Category</th>
<th>Category 1</th>
<th>Category 2</th>
<th>Category 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adelaide River</td>
<td>Daly River</td>
<td>Ali Curung (Warrabri)</td>
<td>Alpurrurulam (Lake Nash)</td>
</tr>
<tr>
<td>Batchelor</td>
<td>Elliot</td>
<td>Avon Downs</td>
<td>Alyangula</td>
</tr>
<tr>
<td>Jabiru</td>
<td>Mutitjulu</td>
<td>Barunga</td>
<td>Angurugu</td>
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<tr>
<td>Pine Creek</td>
<td>Mataranka</td>
<td>Beswick</td>
<td>Arlparra</td>
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<td></td>
<td>Nhulunbuy</td>
<td>Harts Range</td>
<td>Borroloola</td>
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<td></td>
<td>Tennant Creek</td>
<td>Imanpa</td>
<td>Bulman</td>
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<td></td>
<td>Ti-Tree</td>
<td>Kulgera</td>
<td>Finke</td>
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<td></td>
<td>Yirrkala</td>
<td>Maranboy</td>
<td>Galiwinku</td>
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<td></td>
<td>Yulara</td>
<td>Milikapiti (Snake Bay)</td>
<td>Gapuwiyak</td>
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<td>Minjilang</td>
<td>Gunbalanya (Oenpelli)</td>
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<td></td>
<td></td>
<td>Ntaria (Hermannsburg)</td>
<td>Haasts Bluff</td>
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<td></td>
<td></td>
<td>Pirlangimpi</td>
<td>Kalkaringi (Wave Hill)</td>
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<td></td>
<td></td>
<td>Santa Teresa</td>
<td>Kintore</td>
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<tr>
<td></td>
<td></td>
<td>Timber Creek</td>
<td>Lajamanu (Hooker Creek)</td>
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<td></td>
<td>Wurrumiyanga</td>
<td>Maningrida</td>
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<td>Milingimbi</td>
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<td>Minyerri</td>
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<td>Ngukurr</td>
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<td>Numbulwar</td>
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<tr>
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<td></td>
<td>Nyirripi</td>
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<td></td>
<td>Papunya</td>
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<td>Peppimenarti</td>
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<td>Ramingining</td>
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<td>Wadeye</td>
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<td>Warruwi</td>
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<td></td>
<td></td>
<td>Willowra</td>
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<td></td>
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<td>Yarralin</td>
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<tr>
<td></td>
<td></td>
<td>Yuendumu</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Warakurna</td>
<td></td>
</tr>
</tbody>
</table>
(o) Locations where dwellings are fitted with a dedicated electricity metering device, but members were not previously required to pay electricity costs:

<table>
<thead>
<tr>
<th>Location</th>
<th>Location</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kalkaringi (Wave Hill)</td>
<td>Ntaria (Hermannsburg)</td>
<td>Pirlangimpi (Garden Point)</td>
</tr>
<tr>
<td>Kintore</td>
<td>Nguiu</td>
<td>Wadeye</td>
</tr>
<tr>
<td>Maningrida</td>
<td>Ngukurr (Roper River)</td>
<td>Yuendumu</td>
</tr>
<tr>
<td>Maranboy</td>
<td>Papunya</td>
<td></td>
</tr>
</tbody>
</table>

(p) Rate of subsidy:

(i)  

<table>
<thead>
<tr>
<th>Category</th>
<th>Subsidy Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Category</td>
<td>$830.00</td>
</tr>
<tr>
<td>Category 1</td>
<td>$1658.00</td>
</tr>
<tr>
<td>Category 2</td>
<td>$2487.00</td>
</tr>
<tr>
<td>Category 3</td>
<td>$3315.00</td>
</tr>
</tbody>
</table>

38. Electricity Costs – Alyangula

At Alyangula, where electricity is billed at the GEMCO rate which is higher than the Power and Water Corporation rate, members will be invoiced for their individual electricity charges by the NTPF at the Power and Water Corporation rate. This process will continue until Alyangula Police residences are included in the Power and Water Corporation billing system.

PART 6 – TEMPORARY SERVICE AT REMOTE LOCATIONS INCENTIVES

39. Application

(a) Subject to clauses 39(b) and (c), Part 6 applies to members who are required from time to time to perform service at a remote police station and are accommodated in transportable units that provide for single accommodation.

(b) (i) List of locations to which this section applies:

<table>
<thead>
<tr>
<th>Location</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arlperra</td>
<td>Minyerri</td>
</tr>
<tr>
<td>Alpurrurulam (Lake Nash)</td>
<td>Mutitjulu</td>
</tr>
<tr>
<td>Apatula (Finke)</td>
<td>Numbulwar</td>
</tr>
<tr>
<td>Bulman</td>
<td>Nyirripi</td>
</tr>
<tr>
<td>Haasts Bluff</td>
<td>Peppimenarti</td>
</tr>
<tr>
<td>Impana</td>
<td>Warruwi</td>
</tr>
<tr>
<td>Lyente Apurta (Santa Teresa)</td>
<td>Willowra</td>
</tr>
<tr>
<td>Minjiliang</td>
<td></td>
</tr>
</tbody>
</table>

(ii) Further locations to which this Part applies that are gazetted permanent locations but which include temporary postings entitled to the terms and conditions stated herein are:

<table>
<thead>
<tr>
<th>Location</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ali Curung</td>
<td>Maningrida</td>
</tr>
<tr>
<td>Gunbalanya</td>
<td>Yuendumu</td>
</tr>
</tbody>
</table>
(c) The Commissioner, in consultation with the NTPA may vary the locations as necessary by notice in the Police Gazette. Following notice of this gazettal, this Part will be taken to be varied to this effect.

40. Certain provisions of Consent Agreement are varied

Clauses 33(f), (g), (y) and 48(p) of this Consent Agreement are varied by the provisions of this Part.

41. Definitions

For the purposes of this Section, “service”, “served” or “serves” means the undertaking of police duties at a police station identified under clause 39 and include periods of absence for the taking of a Fare Out of Isolated Locality (FOIL) entitlement and other periods of paid leave, but does not include periods of leave without pay.

42. Travelling Allowance

(a) A member shall be entitled to travelling allowance at the full daily rate for a period of up to 90 days where the member has served at that location for a minimum of 45 days.

(b) A member who serves less than 45 days shall have their travelling allowance reapplied at the applicable review rate as set out at clause 48(p) of the Consent Agreement and any overpayment shall be deemed a debt due and owing.

(c) A member who serves at a relevant location for a continuous period in excess of 90 days shall have their travelling allowance reapplied at the applicable review rate as set out at clause 48(p) of the Consent Agreement from the 91st day of service.

(d) Notwithstanding the other provisions in this clause, members shall not be entitled to travelling allowance while absent on a FOIL or any other period of paid leave taken away from the location with the exception of personal leave but only to the extent that the member continues to reside at that location.

43. Fares Out of Isolated Localities (FOILS)

(a) A member serving at a location to which this Agreement applies shall be entitled to a FOIL at the end of 6 weeks service at that location.

(b) Members shall not be entitled to the accommodation allowance provided at clause 33(y) of the Consent Agreement and shall only be entitled to travel to their home location.
(c) Where a member applies for a further 3 month posting at the same locality, a further FOIL shall accrue at the end of the first 6 weeks of that second term of deployment on the same terms and conditions as set out herein.

44. Removal of Location

A location to which this Part applies and which later becomes a permanent station shall at the gazettal date of that change in status be no longer deemed to be a location to which this Consent Agreement applies.

PART 7 – GENERAL CONDITIONS

45. Uniforms

The parties agree that any changes to police uniform or the introduction of new uniforms will occur utilising agreed management change provisions, and in any event such change shall always be in accordance with Clause 27 of the Determination No. 1 of 2011.

46. Superintendent Vehicles

(a) Superintendents shall have the use of a Government vehicle under those conditions provided in this clause.

(b) The use of private plated Government vehicles by Superintendents is at the discretion of the Commissioner of Police subject to the following conditions:

   (i) Private plated vehicles are part of the Departmental vehicle pool and must be available for normal Departmental use during normal working hours of business, and at other times as determined by the Commissioner from time to time; and

   (ii) Superintendents may use the allocated vehicle for reasonable private use, providing:

       (a) It is understood that the vehicle is not provided as a general family vehicle, and use should be limited to what is necessary; and

       (b) That the vehicle is not be utilized outside the greater urban area in which the Superintendent resides; and

       (c) Where approval has been granted by the Commissioner of Police for the vehicle to be utilized for private purposes outside the greater urban area in which the Superintendent resides, costs of fuel etc. are to be borne by the Superintendent.

   (c) Apart from the Superintendent, the vehicle should only be driven by the Superintendent’s spouse/partner and not by any other family member.
(d) Except in extraordinary circumstances, the Superintendent should be in the vehicle when the spouse/partner is driving.

(e) It is not intended that the use of private plated Government vehicles be expanded upon above the preceding. Use should be administered with common sense and sensitivity by all concerned. If this cannot be achieved the Commissioner;

(i) May issue more specific instructions in general or to an individual; or

(ii) May in the case of an individual review the privilege or withdraw it altogether.

47. Accelerated Recruitment Program (ARP)

(a) This clause should be read in conjunction with the Accelerated Recruitment Program policy in force from time to time.

(b) There shall be no more than six ARP recruitment squads commenced during the life of this Agreement.

(c) The ARP will only be available to recruits who have served at least two years in a recognised police service and does not include Military Police or Protective Service Officers.

(d) ARP recruits will graduate as Constable (up to 4 years prior policing experience) or Constable First Class (over 4 years completed prior policing experience).

(e) Training shall be run over a minimum of 10 weeks or such longer period as determined by the Commissioner of Police from time to time.

(f) ARP recruits will be required to serve in General Duties for a minimum of 1 year from the date of graduation before being eligible to commence in a specialist position.

(g) Probation shall be for a period of six months inclusive of training.

(h) ARP recruits shall be able to undertake the Senior Constable Assessment Centre upon completion of an aggregate of 4 years service, calculated on completed years of service only.

PART 8 – TRANSFERS AND TRAVELLING

48. Travelling Allowance

Clauses 98 - 107 of Determination No. 1 of 2011 are varied for the life of this Agreement and replaced with the following:
Travelling Allowance is paid to all employees to ensure that employees are not out of pocket as a result of undertaking official travel or temporary transfers.

(a) Where approval has been given to a member to be absent from their station or headquarters on duty overnight, the member shall receive the provisions of this clause.

(b) Except in the circumstances identified at clause (c), Travelling Allowance will only be paid when the employee is away from home overnight.

(c) Where an employee undertakes travel for one day and departs after 6am and returns home by 6.00pm, travelling allowance will not be paid. In the event that the employee cannot return home by 6.00pm or is to depart before 6am, a dinner or breakfast allowance only (within the Travelling Allowance rate) will be paid.

(d) Members are expected to allow reasonable travelling time to return home by 6.00pm if operationally possible. In an event where the OIC, on reasonable grounds, believes that such an expectation was not reasonably met, then a review of the payment may occur.

(e) Where a member travels to Darwin or Alice Springs to attend an approved training course or event and is afforded self-catering accommodation, the member shall be entitled to Travel Allowance at the rate of $38.50 per day

(i) A training course is a course other than a re-qualification course including but not limited to firearms, first aid and OSTT requalification.

(ii) An event is a police or non-police function or activity sanctioned by the Commissioner, other than a training course for which a member or members are required to travel to Darwin or Alice Springs to attend.

Accommodation

(f) Where available, members will be provided with commercial accommodation to a minimum standard of three stars or a self-contained VOQ, including Themis accommodation, at no cost to the member.

(g) Where a member obtains private accommodation (eg with friends or relative), only the normal meal allowances for the duration of the stay will be paid.

(h) Where a member is provided with accommodation by the department and is required to share the facilities (apart from bedroom) of that accommodation with another member, no additional allowance will be payable.

(i) In relation to sub-clause (f), where it is not possible to provide separate sleeping arrangements, members will be paid an additional incidental allowance of $11.80 to compensate for sharing a bedroom.
(j) There is no additional amount payable where members choose of their volition to share accommodation.

(k) Where accommodation as defined in this clause cannot be provided the member will be entitled to receive payment of the Camping Allowance.

Meals

(l) A member cannot claim a Meal Allowance for a meal that is provided at the expense of the organisation such as where meals are part of the accommodation or conference.

(m) An overtime meal allowance will not be paid where a member has already received or will receive a Travelling Allowance Meal Allowance within 4 hours of the overtime meal allowance otherwise being incurred.

(n) Where the total cost of meals for the whole of the absence exceeds the amount provided and receipts are provided, actual and reasonable expenses may be reimbursed at the discretion of the Commissioner.

Incidental and Other Costs

(o) The costs of official phone calls, faxes, postage, and official business taxi fares are paid for by the organisation. If required, members may be reimbursed these costs upon production of receipts.

Review Rate

(p) Where a member is staying at a destination for fourteen days or more and is provided with self-contained accommodation (ie has kitchen facilities), Travelling Allowance will be calculated at the review rate. Where self-contained accommodation is not available, Travelling Allowance may be calculated at the full daily rate for the duration of the stay.

(q) Payment of Disturbance Allowance at the current gazetted rate will be paid to members who are travelling in excess of 40 duty days.

(r) Where a member is relieving at a location in excess of 14 days, and that period of relief is broken by an absence of up to four days, the review rate for calculation of Travelling Allowance will continue to apply as if the total number of days away exceeds 14 or more days.

(s) Further to sub-clause (r), members will only be paid Travelling Allowance for the actual days away from their home location.

(t) Where a member has received payment of the review rate of Travelling Allowance and the travel is subsequently cancelled or changed resulting in the number of days the member is away being less than 14, the Travel Allowance will be re-calculated at the full rate.
Calculating the Allowance

(u) Travelling Allowance consists of Breakfast, Lunch and Dinner components, plus an amount for incidentals and is paid on a pro-rata basis from the time of departure to the time of return, rounded to the nearest half-hour.

(v) The review rate of Travelling Allowance is calculated at 76% of the daily travel allowance.

Out of Pocket Expenses

(w) Where a member has been advanced Travelling Allowance, and the allowance is insufficient to meet actual expenses, an advance up to the level of expenses paid may be made, upon production of receipts.

49. Relocation Allowance on Transfer

Eligibility

(a) Where a member is transferred from one location to another, the member may be paid a relocation allowance for the purpose of assisting the member and his/her family with the expenses associated with the relocation.

Relocation allowance

(b) The rate of relocation allowance will be paid in respect of:

   (i) An employee only; and
   (ii) In respect of an employee with a resident family unit.

(c) For the purpose of this allowance, the resident family unit rate is applicable where the member’s defacto, children or any other person who resided with the member as part of the member’s family unit prior to relocation, accompanied the member at time of transfer.

Payment of the allowance

(d) Where a member is provided with departmental accommodation, the Commissioner or his delegate shall approve payment of a relocation allowance, referred to under this section:

   (i) Of a once only payment of one fortnight’s allowance; or
   (ii) payment of the fortnightly allowance until departmental provided accommodation is available.

(e) Where a member is not provided with departmental accommodation, the Commissioner or his delegate shall approve payment of one (1) fortnight’s relocation allowance.
Disturbance allowance

(f) Members who are required to relocate from one location to another shall be paid a disturbance allowance at the applicable rate.

(g) Members who are required to relocate within the same geographical location will be paid Disturbance Allowance at the single rate only.

Rates

Fortnightly Relocation Allowance:

- Single rate: $520
- Dependant rate: $719

Disturbance Allowance:

- Single rate: $388
- Dependant rate - with one dependant: $891
- Dependant rate – each child not covered by dependant: $116

PART 9 – CAMPING PROVISIONS

50. Camping Allowance

Clause 115 of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced with the following:

(a) Where a member, in the course of employment, is required to camp out overnight using makeshift accommodation such as a swag or tent, the Commissioner will approve payment of a Camping Allowance at the rate set out in the relevant Consent Agreement as varied from time to time, to compensate for the physical discomfort of camping and for reasonable provisioning.

(b) A member in receipt of Camping Allowance who desires and is able to travel to and from home each day to perform duty at the camp, may, with the approval of their Officer in Charge, do so.

(c) Where approval is given under clause 50(b) to return home at the conclusion of a rostered shift at a camp, the member shall not be entitled to the Camping Allowance, however the member shall be entitled to payment of the relevant component of Travel Allowance for the travel undertaken to and from the camp and their usual place of abode, provided that:

- (i) the amount of Travel Allowance payable shall not, without the consent of the Commissioner, exceed the amount that would have been payable
as camping allowance had the member remained at the camp overnight;

(ii) the member travels outside of their normal rostered shift; and;

(iii) such travel shall be without access to a claim for excess travelling time or overtime.

(d) Camping Allowance is not payable during any period of leave whether paid or unpaid except personal leave while remaining in a camping situation.

(e) Payment of Camping Allowance shall be made in advance for the whole period of intended absence prior to commencing travel to the camp. Any portion of the allowance paid in advance shall be recoverable from the member if they return to their home location prior to the anticipated return date. Further payments of the allowance shall be made as soon as practicable for such further anticipated period or periods where it becomes apparent the period of absence will continue past the intended period.

51. Camping Equipment Allowance

Clause 116 of Determination No. 1 of 2011 shall be varied for the life of this Agreement by excluding members attached to the Territory Response Group from being eligible to claim this allowance.

PART 10 – FUTURE DIRECTIONS AND ONGOING CONSULTATIONS

52. Re-Write of Determination

The parties agree to the review and if necessary, the modernisation of Determination No. 1 of 2011 during the life of this Agreement including the incorporation of agreed to clauses of this Agreement.

53. Auxiliary and Aboriginal Community Police Officer Schemes

(a) The parties agree that changes to conditions of employment for Auxiliaries and Aboriginal Community Police Officers shall be implemented when commensurate with the further development of the Auxiliary and Aboriginal Community Police Officer Schemes.

(b) Changes agreed pursuant to this clause are excluded from the no extra claims provisions.

54. Performance Management and Appraisal Systems

During the life of this Agreement, the parties agree to continue to develop and implement the Performance Plus or other agreed Performance Management Systems and to ensure members, supervisors and management are receiving suitable professional development.
55. **Professional Development**

The parties affirm that:

(a) They are committed to continuation of the Training and Assessment Advisory Committee as the peak decision-making body on training, staff development and related issues and to assist in implementation of resultant changes endorsed by the Committee and where required the Commissioner of Police.

(b) Members are responsible for the maintenance and currency of their professional knowledge.

(c) Members have an obligation to be pro-active in meeting their competency requirements for incremental progression.

(d) The Department and the NTPA, through the Training and Assessment Advisory Committee, will develop a set of principles in order to ensure equity and merit in the level of assistance given to members.

56. **Evaluation of Job Evaluation System (JES)**

There shall be ongoing consultation regarding JES that may, as required, address issues such as:

(a) Any major reorganisation of positions within the NTPF.

(b) Any significant change to JES or the process itself.

57. **Overtime Review**

The parties agree to review the current overtime arrangements, including the processing of overtime claims, and to implement agreed outcomes (if any) with a view to improve administration and efficiencies during the life of this Agreement.

.
SIGNATORIES TO THE NORTHERN TERRITORY POLICE FORCE CONSENT AGREEMENT 2014

IN WITNESS WHEREOF the parties have executed this Agreement:

Dated this 22nd day of May 2014.

Signed by THE HONOURABLE JOHAN (JOHN) WESSEL ELFERINK MLA
Minister for Public Employment

Signed by VINCENT MICHAEL KELLY
President
Northern Territory Police Association Incorporated

This Agreement is certified by the Police Arbitral Tribunal in pursuance of section 53(2) of the Police Administration Act.

Dated this day of 2014.

ORIGINAL SIGNED

P.L. LEARY

T. TSIKOURIS

R. MURPHY
ATTACHMENT A – SALARY RATES

1. Transitional Arrangements

(a) Members will move to the new salary rates as at 30 June 2014 as set out in Clauses 6 or 7.

(b) Members will retain their current increment date and move to the next salary point in the new structure on their usual increment date.

(c) New members will commence at a level in accordance with these provisions and progress by annual increment through the new structure.

2. Aboriginal Community Police Officer

(a) Subject to the provisions of Clause 117 of Determination No. 1 of 2011, a member who attains a Certificate II under the Public Safety (ATSI Community Policing) Training Package may be advanced a salary increment, in accordance with the relevant scale of salaries as provided for at Clause 6 and 7 of this Attachment.

(b) On completion of four years satisfactory service, or on gaining a Certificate III under the Public Safety (ATSI Community Policing) Training Package, an Aboriginal Community Police Officer may, if the Commissioner so approves, be advanced to the rank of Aboriginal Community Police Officer First Class.

(c) On completion of a total of six years service as an Aboriginal Community Police Officer First Class, or on gaining a Certificate IV under the Public Safety (ATSI Community Policing) Training Package, an Aboriginal Community Police Officer First Class may, if the Commissioner so approves, be advanced to the rank of Senior Aboriginal Community Police Officer.

(d) On completion of twelve months service as a Senior Aboriginal Community Police Officer and with a Certificate IV under the Public Safety (ATSI Community Policing) Training Package, a Senior Aboriginal Community Police Officer may, if the Commissioner so approves, advance a salary increment in accordance with the relevant Consent Agreement in force from time to time.

3. Constable First Class

(a) Abbreviation shall be Constable 1/C. Insignia shall be 1 stripe. Eligibility: to qualify for Constable First Class, members must meet the following:

(i) Constables with 4 completed years of service; and

(ii) Current qualifications in OSTT and Glock and first Aid; and
(iii) The member has passed a ‘professional policing’ assessment as described in the General Policing Allowance sub-clause 15(d)(iv) (whether or not they hold a position to which that Allowance applies).

(b) To move between pay levels of Constable First Class, members must maintain currency of qualifications in OSTT, Glock and First Aid.

4. **Senior Constable First Class**

(a) Abbreviation shall be Senior Constable 1/C. Insignia shall be 2 stripes and a bar. Eligibility: Members who meet the following requirements shall have access to the Senior Constable First Class pay increments.:

(i) Promoted to the rank of Senior Constable; and

(ii) Qualified to the rank of Sergeant in accordance with the requirements of the Police Qualifications Framework (PQF).

(b) Senior Constables who have not completed the PQF to qualify to Sergeant but who are currently occupying an identified Senior Constable First Class position in which they are paid the Senior Constable First Class increment shall be entitled to retain their Senior Constable First Class rank whilst they remain in the identified position.

5. **Salary Increases**

Salary increases and effective dates are as follows:

(a) 3% effective from the beginning of the first pay period commencing on or after 30 June 2014

(b) 3% effective from the beginning of the first pay period commencing on or after 30 June 2015; and

(c) 3% effective from the beginning of the first pay period commencing on or after 30 June 2016.
### 6. Salary Rates

Attachment A of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced by the salaries and structure set out below. Increases will be paid as specified in Clause 5 of this Attachment.

<table>
<thead>
<tr>
<th>RANK</th>
<th>Salary rates effective 30.06.2013</th>
<th>FPPC on or after 30.06.2014</th>
<th>FPPC on or after 30.06.2015</th>
<th>FPPC on or after 30.06.2016</th>
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7. **Salary Rates – Six Week Leave Option**

Attachment A of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced by the salaries and structure set out below. Increases will be paid as specified in Clause 5 of this Attachment.

<table>
<thead>
<tr>
<th>RANK</th>
<th>Salary rates effective 30.06.2013</th>
<th>FPPC on or after 30.06.2014</th>
<th>FPPC on or after 30.06.2015</th>
<th>FPPC on or after 30.06.2016</th>
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<tbody>
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<td>$52,406</td>
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Northern Territory Police Force Consent Agreement 2014-2017
8. **Forensic Services Branch – Seven Weeks Leave Option**

Attachment A of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced by the salaries and structure set out below. Increases will be paid as specified in Clause 5 of this Attachment.

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<th>FPPC on or after 30.06.2015</th>
<th>FPPC on or after 30.06.2016</th>
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9. **Forensic Services Branch – Six Weeks Leave Option**

Attachment A of Determination No. 1 of 2011 is varied for the life of this Agreement and replaced by the salaries and structure set out below. Increases will be paid as specified in Clause 5 of this Attachment.

<table>
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<tr>
<th>FORENSIC SERVICES BRANCH RANK</th>
<th>Salary rates effective 30.06.2013</th>
<th>FPPC on or after 30.06.2014</th>
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Northern Territory Police Force Consent Agreement 2014-2017
ATTACHMENT B – HOURS OF DUTY AND ROSTERING

1. Hours of Duty and Rosters

Clauses 35 to 44 of Determination No. 1 of 2011 are varied for the life of this Agreement and replaced with the following.

2. Rosters

(a) Rosters for each work area shall conform to the requirements of these provisions and such other clauses of Determination No. 1 of 2011 as are relevant. While these provisions must be followed, it is acknowledged that rosters shall be as flexible as possible, while still ensuring optimum use of resources. Changes to rosters shall be the subject of consultation between members and Officers in Charge.

(b) Rosters that do not comply with these provisions may only be developed by written agreement between the Commissioner and the Association, or their delegates after consultation with members in the work unit.

(c) The Commissioner may cause an existing roster to be reviewed in consultation with the members at that station and the NTPA. Any subsequent changes will be managed in accordance with Clause 9 of Determination 1 of 2011.

(d) Where agreement cannot be reached at any time between the member and the Commissioner, a compliant roster will be developed and worked in accordance with the requirements of these provisions.

(e) The work unit is defined as a police station, section or unit under the direction of a Senior Sergeant, or in the case of small stations a Sergeant.

3. Shift Definitions

(a) The following shift definitions shall apply:

(i) Day shift means any shift commencing from 0500 hours to 1159 hours.

(ii) Evening shift means any shift commencing from 1200 hours to 1859 hours.

(iii) Night shift means any shift commencing from 1900 hours to 0459 hours, or finishing after 0200 hours.
4. **Maximum Rostered Hours**

(a) A roster shall not require a member to work in excess of 40 hours per week, or an average of 40 hours per week over a roster period.

(b) The number of ordinary rostered hours to be worked by a member on any one day or shift shall be between 8, 10 and 12 hours.

5. **Display of Rosters**

A roster period shall be determined for each work area and will generally cover a period of 14, 28 or 35 consecutive days.

(a) The roster for each work area shall be displayed in a prominent location, easily accessible to all members in the work area.

(b) The roster shall be displayed a minimum of 7 days in advance of the date it is due to commence in the case of a 14 day roster.

(c) The roster shall be displayed a minimum of 14 days in advance of the date it is due to commence in the case of a 28 or 35 day roster.

6. **Changes to a Member's Roster**

(a) A member may swap a rostered shift with another member provided the other member and the Officer in Charge agree to the swap.

(b) Where a member’s rostered shift(s) is changed without the consent of the member, including for a planned special operation, and less than 72 hours notice was given for the change, the member is entitled to be paid at a penalty rate of 20% for the entire newly rostered shift worked.

(c) A “planned special operation” for the purpose of sub clause 6(b) shall mean an operation approved by a Commander or above, the subject of a written operations order and arising out of or from gathered or received intelligence.

(d) Where a non-consensual change of roster does not represent a change of shift as defined at Clause 3 of this Attachment, no penalty rate will apply. That is, if the hours of the shift being changed and the shift to which it is changed do not alter the definition of the shift worked, then this will not be subject to a penalty.

(e) Alterations to the roster pursuant to sub clause 6(b) may not increase the total number of hours worked by a member in that roster period, otherwise normal overtime provisions apply.

**EXAMPLE:** A member whose rostered shift on a particular day is 8 hours and has his or her roster changed to 12 hours on that day, shall not be stood down for 4 hours on another rostered shift and shall be paid 4 hours overtime for the extra hours work. However, a member who’s roster normally includes
8 hour shifts is required to work two 12 hour shifts, that member may be rostered off on another 8 hour shift within that same roster period and no overtime shall be payable.

(f) Where a non-consensual change of roster involves the requirement to work on a day which was a rostered day off, this must be communicated 72 hours prior to the commencement of the altered shift or the end of the last shift worked before commencement of the period of time off, whichever is earlier.

(g) Where a non-consensual change of roster involving a member’s rostered day off is not communicated to the member in accordance with Clause 6(f), the member will be entitled to the appropriate overtime rate for the duration of the new rostered shift in substitute of the rate in Clause 6(b).

(h) A roster may be changed in the following circumstances, without penalty:

(i) In circumstances where the Commissioner reasonably determines that an emergency or disaster, as defined in the Northern Territory Disasters Act will or is likely to be declared (for example, the activation of a cyclone plan) or such emergency or disaster is actually declared; or

(ii) The Commissioner reasonably determines that a major unforeseen policing demand/s has emerged, or is likely to emerge from intelligence obtained from the time of posting of the roster.

(i) It is a management responsibility to ensure any changes are advised to members (including those on leave, rest days etc.) as soon as the changes are made.

(j) Members’ personal circumstances with respect to childcare arrangements or similar that have already been made; will be taken into consideration as far as it is practicable to do so.

7. **Provision of Hours for Shift Workers and Rostered Days Off**

(a) In the case of a 35 day roster:

(i) A member shall not be required to work rostered evening or night shifts, or a combination of shifts involving hours of duty which fall between 1900 hours and 0500 hours for more than 16 shifts in each period of 25 working days.

(ii) A member shall not be rostered to perform night shift duty for more than 7 shifts in 20 working days.

(iii) A member shall be entitled to at least 10 rest days in each roster period.

(iv) Rest days shall be a clear break of 24 hours off duty.

(v) Where practicable, two 24 hour rest periods shall be rostered consecutively.
(vi) Every member shall have a minimum of 2 weekends rostered off duty in each 35 day roster period.

(b) In the case of a 28 day roster:

(i) A member shall not be required to work rostered evening or night shifts, or a combination of shifts involving hours of duty which fall between 1900 hours and 0500 hours for more than 14 shifts in each period of 20 working days.

(ii) A member shall not be rostered to perform night shift duty for more than 7 shifts in 20 working days.

(iii) A member shall be entitled to at least 8 rest days in each roster period.

(iv) Rest days shall be a clear break of 24 hours off duty.

(v) Where practicable, two 24 hour rest periods shall be rostered consecutively.

(vi) Every member shall have a minimum of 1 weekend rostered off duty in each 28 day roster period.

(c) In the case of a 14 day roster:

(i) A member shall not be required to work rostered evening or night shifts, or a combination of shifts involving hours of duty which fall between 1900 hours and 0500 hours for more than 7 shifts in each period of 10 working days.

(ii) A member shall not be rostered to perform night shift duty for more than 3 shifts in 10 working days.

(iii) A member shall be entitled to at least 4 rest days in each roster period.

(iv) Rest days shall be a clear break of 24 hours off duty.

(v) Where practicable, two 24 hour rest periods shall be rostered consecutively.

(vi) Every member shall have a minimum of 1 weekend rostered off duty in each 28 day period covered by any two consecutive rosters.

(d) These maximums shall not include shifts where a member has arranged a swap of shift(s) or, after consultation, the member agrees to work shifts in excess of the above.

(e) In preparing rosters, every care is to be taken to ensure that in the transition from one roster to the next roster, excessive night shifts are not worked.

(f) The member responsible for drawing up rosters is to make every reasonable effort to ensure that, where a member is rostered the required weekend off, that the weekend off is preceded by a day shift and succeeded by a day or evening shift.
8. **Meal Break**

During each shift a meal break of 40 minutes shall be allowed, which shall, so far as practicable, coincide with the usual meal hours, and be regarded as time on duty.

9. **Shift Sequences, Change Overs and Breaks**

(a) Subject to this clause, every break between rostered shifts must be at least 10 hours in length.

(b) Quick changes, that is a break between shifts of more than 8 hours but less than 10 hours shall only be permissible by consent of the parties in accordance with Clause 2 of this Attachment.