FAIR WORK COMMISSION

Matter No. AM2014/202

Fire Fighting Industry Award 2010 – Part-Time Work

WITNESS STATEMENT OF BRUCE RAYMOND BYATT

1. BRUCE BYATT, of 8 Lakeside Drive, Burwood East in the State of Victoria say as follows:

1. I am employed by the Country Fire Authority (CFA) as Deputy Chief Officer – Readiness and Response.

2. I am authorised by the CFA to make this statement on its behalf.

3. I make this statement from my own knowledge except where otherwise indicated. Where I make statements based on information provided by others, I believe such information to be true.

My background

4. I commenced employment with the CFA in January 2015. I am responsible for the following:

   (a) emergency management and response across the five regions within which the CFA operates (South West, South East, North East, North West and West regions of Victoria) and the state aviation unit;

   (b) the office of the Deputy Chief Officer (DCO), managing national issues, state sector communications strategy, policy management, business planning, budget review, service delivery model, Health, Safety & Environment and conference management;
(c) state capability including major events, intrastate and interstate deployment, business continuity planning, operational readiness of the state command centre and a range of services for internal and external stakeholders;

(d) communications operations, including computer aided despatch, fire service communication controllers and relationship management of the Emergency Services Telecommunications Authority (ESTA) contract;

(e) human resource operational planning, managing employee and volunteer relations, enterprise bargaining, industrial relations, Operations Officer/Operations Manager learning and development, workforce planning and staff rostering and recruitment; and

(f) major projects, including the 2016 and growth programs (which relate to both past and current government initiatives to recruit additional firefighters) and, fire station capital build and upgrade programs.

Prior to joining the CFA, between May 2013 and January 2015, I was Assistant Chief Officer and then Deputy Chief Officer in the Northern Territory Fire and Rescue Service (NTFRS). Prior to that I was:

(a) between 1992 and 2013, in various roles with the Queensland Fire and Rescue Service (QFRS) from Area Director Gold Coast, Director of Queensland Combined Emergency Services Academy, Chief Superintendent and Director Regional Operations Brisbane and Director of Training and Emergency Management;

(b) between 1977 and 1992, in various roles from Recruit through to Senior Station Officer with the Metropolitan Fire Brigade (MFB).

I hold the following qualifications:

(a) Graduate Diploma in Executive Leadership, Organisational Leadership;

(b) Graduate Certificate in Applied Management, Political & Management Theory; and

(c) Diploma of Management, Business Administration and Management, General.
I was also awarded the Australian Fire Service Medal in 2005 for my service to the Australian fire service.

**This application**

I understand that this matter relates to the ability of the CFA to employ operational staff on a part-time basis under the *Fire Fighting Industry Award 2010*.

As a career firefighter with nearly 40 years experience, my view is that the demands on fire services are changing and there is a need to have more flexible working arrangements in place. In my view, any proposals that would assist fire services like the CFA to gain access to a greater segment of the workforce and thereby better cater for community needs, for example, by being able to offer flexible working arrangements, would be beneficial to the fire services industry.

I am aware of a number of public sector agencies interstate that have the ability to employ firefighters on a variety of working arrangements, including on a part-time basis. For example, in Queensland, firefighters classed as a First Class Firefighter or above are permitted to be engaged on a part-time basis, per clause 24 of the *Queensland Fire and Emergency Services – Determination 2013 (QFRS Determination)*. Annexed to this statement and marked BB-1 is a copy of the cover page and clause 24 of the QFRS Determination.

Another interstate example is the Northern Territory Fire and Rescue Service (NTFRS) which has the ability to employ firefighters on a part-time basis. The *Northern Territory Public Sector Fire and Rescue Service 2011–2013 Enterprise Agreement (NT Agreement)*, which was the applicable enterprise agreement for firefighters at the time I was employed by the NTFRS (and, to my knowledge, still is) allows an employee to request to return to work on a part-time basis following parental leave (clause 42.15(a)(ii)), and to seek flexible working arrangements including job-sharing and part-time work (clause 57.1). Attached to this statement and marked BB-2 is a copy of the cover page and clauses 42 and 57 of the NT Agreement.

During my employment with the NTFRS, I had direct knowledge of one instance where these arrangements were utilised. It involved a firefighting couple who made applications under the NT Agreement for a job share arrangement in order to have a better work-life balance. The application was approved and these employees
subsequently shared a full-time role by working 21 hours per week each – one employee worked the rostered day shifts and the other the rostered night shifts.

Bruce Byatt

26 February 2016
FAIR WORK COMMISSION

Matter No. AM2014/202

Fire Fighting Industry Award 2010 – Part-Time Work

ATTACHMENT BB-1

This is the attachment marked BB-1 referred to in the witness statement of Bruce Byatt dated 26 February 2016.
# QUEENSLAND FIRE AND EMERGENCY SERVICES – DETERMINATION 2013

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employees and QFES.

(c) An employee may request a shift swap with QFES. If QFES consents, the employee will owe QFES the shift that has been swapped. This shift must be repaid by the employee on a shift for shift basis (day for day, night for night) at a time to be determined by QFES.

(d) All shift swaps must be approved by QFES.

(e) An employee who owes QFES a shift is not eligible to accept an overtime shift until the replacement shift has been worked.

23. Time off in lieu of overtime (TOIL) - shift overruns

(a) Time off in lieu of overtime (TOIL) shall apply to time worked in excess of rostered shifts at the employee's election.

(b) TOIL accrues at the relevant overtime rates and must be taken within 8 weeks of its accrual or within a roster cycle.

(c) TOIL is calculated in 15 minute intervals and cannot be accrued beyond the limit of fourteen (14) hours.

(d) Prior authorisation must be given by the manager of the relevant work unit for the accrual or taking of TOIL. TOIL must be taken at times to suit operational requirements allowing management control over staffing levels, and without incurring overtime.

(e) Untaken TOIL will be paid out.

24. Part-time employment

(a) Firefighters at the rank of first class firefighter or above may be engaged on a part-time basis.

(b) A part-time employee may be engaged with ordinary hours of less than 38 hours per week with a minimum of 24 hours per fortnight averaged over a roster cycle. Part-time employees must meet and maintain relevant recruitment, entry qualifications and skills requirements pertaining to the classification prescribed by the Award in which they are engaged.

(c) The following conditions shall be applicable to approved part-time work:

(i) The work cycle of a part-time employee shall be determined by QFES.

(ii) The spread of ordinary hours for a part-time employee shall be the same as those prescribed for a full-time employee.

(iii) Part-time employees must be appointed to a guaranteed minimum number of hours to be worked over each roster cycle.

(iv) Part-time employees will be paid for those minimum hours per fortnight with any overrun of hours on a shift, or roster cycle (i.e. 304 hours) to be paid overtime.
(v) The agreed number of ordinary hours per work cycle or the agreed pattern of work may be amended by mutual agreement, providing no standing waivers will be approved. Any agreed alteration to the minimum number of ordinary hours worked or the pattern of work will be recorded in writing.

(vi) A part-time employee may, by mutual agreement, work additional base hours at the ordinary hourly rate provided that the average hours for a part-time employee are less than a full-time employee over the roster cycle.

(vii) The additional hours so worked shall be taken into account in the pro rata calculation of all entitlements.

(viii) Part-time employees shall be eligible for payment of overtime in circumstances where a full-time employee is eligible for such overtime.

(d) Where a part-time employee is directed to perform work outside of their employment location they will be paid motor vehicle/mileage allowance for excess travel in accordance with the amounts identified in the relevant government Directive that relates to work related travel.

(e) Where a part-time employee is required to transport QFES equipment, such as PPE, they will be paid motor vehicle/mileage allowance for excess travel in accordance with the amounts identified in the relevant government Directive that relates to work related travel.

25. Casual employment

(a) Firefighters at the rank of first class firefighter or above, may be engaged on a casual basis.

(b) A "casual" employee is an employee engaged as such. Casual employees must meet and maintain relevant recruitment, entry qualifications and skills requirements pertaining to the classification in which they are engaged as prescribed in the relevant Award.

(c) Casual engagements may be used to meet short-term, temporary or intermittent needs.

(d) Casual employees will be paid an hourly basis plus 23% loading. The hourly rate is based on the following formula: (base rate + weekend shift allowance + night shift allowance) x 1.23 / 76.

(e) Each engagement stands alone and a casual employee is paid a minimum engagement of 2 hours per day and works a maximum of 14 ordinary hours a day and a maximum of 76 ordinary hours per fortnight.

(f) A casual employee who works more than 76 hours in the pay period or is directed to work more than 10 hours on a day shift or 14 hours on a night shift is to be paid overtime.

(g) The base rate for calculating overtime will not include the weekend and shift allowances but will include the 23% casual loading.

(h) Overtime worked on a public holiday will be paid at double the overtime rate for all hours with no shift penalties or casual loading.
FAIR WORK COMMISSION

Matter No. AM2014/202

Fire Fighting Industry Award 2010 – Part-Time Work

ATTACHMENT BB-2

This is the attachment marked BB-2 referred to in the witness statement of Bruce Byatt dated 26 February 2016.
NORTHERN TERRITORY PUBLIC SECTOR
FIRE AND RESCUE SERVICE
2011 – 2013
ENTERPRISE AGREEMENT

AGREEMENT BETWEEN THE NORTHERN TERRITORY
COMMISSIONER FOR PUBLIC EMPLOYMENT

AND

UNITED VOICE
Northern Territory Medical Advisor for consultation and resolution with the Chief Health Officer.

(f) The Northern Territory Medical Advisor or the Chief Health Officer may at their discretion, arrange for a further examination by another approved registered health practitioner, private registered health practitioner or specialist and any associated costs will be borne by NTFRS.

41.11 Infectious Disease

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

(a) personal leave for any period during which an employee actually suffers from illness; or

(b) recreation leave in relation to any period during which an employee does not actually suffer from illness.

41.12 War Service

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

41.13 Workers Compensation

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

42. PARENTAL LEAVE

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

(a) The provisions of this clause set out all entitlements in relation to parental leave, and replace all By-law provisions relating to maternity, paternity, parental and adoption leave, except for those provisions applying to compulsory transferees under By-law 53 that are more generous than the entitlements provided under this clause.

(b) The provisions of this clause are to be read in conjunction with the National Employment Standards to the extent that if this clause provides a lesser entitlement than the National Employment Standards; the National Employment Standards will apply.

42.2 Definitions

For the purposes of this clause:
“continuous service” in relation to a period of service by an Employee, means a period of service with an Employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, a State or a Territory.

“de facto spouse” means a person who lives with the Employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the Employee.

“eligible casual Employee” means a casual Employee engaged by an Employer on a regular and systematic basis for a sequence of periods of employment during a period of:

(i) at least 12 months; or

(ii) less than 12 months, provided that the Employee has undertaken a previous engagement with the Employer, and

A. the Employer terminated the previous engagement;
B. there was not more than three 3 months break between the two engagements; and
C. the length of the two engagements is at least 12 months.

“Employee Couple” means a couple who are accessing the benefits of sub-clause 42.8 both of whom are NTPS Employees and have completed a minimum of 12 months continuous service.

“medical certificate” means a certificate signed by a medical practitioner.

“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.

“parental leave” means any of the types of leave stated in sub-clause 42.3.

“primary carer” means an Employee who has primary responsibility for the care of a child.

“spouse” means a de facto spouse, former spouse or former de facto spouse.

42.3 Types of Parental Leave

Subject to an Employee satisfying any specified qualifying requirements, the types of parental leave available under this clause are summarised in the following table:
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<th>Total paid and unpaid leave</th>
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<td>52 weeks</td>
<td>52 weeks (1 year)</td>
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<td>42.4(a)(ii)</td>
<td>Ordinary maternity – 36 months (based on 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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<td>42.4(a)(iii)</td>
<td>Ordinary maternity - 36 months - (based on at least 5 years continuous service)</td>
<td>18 weeks (or 36 weeks at half pay)</td>
<td>138 weeks</td>
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<td>As stated in medical certificate, up to maximum 52 weeks</td>
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<td>As stated in medical certificate, up to maximum 38 weeks</td>
<td>As stated in medical certificate, up to maximum 52 weeks</td>
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<td>42.5(a)(ii) /42.5(e)(iv) / 42.5(b)</td>
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NTPS Fire and Rescue Service 2011 – 2013 Enterprise Agreement
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<th>Clause</th>
<th>Type of leave</th>
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</tr>
<tr>
<td>42.7(b)(ii)</td>
<td>Adoption (primary carer upon initial placement of child) – 36 months (based on at least 1 and less than 5 years continuous service)</td>
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NTPS Fire and Rescue Service 2011 – 2013 Enterprise Agreement
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(b) Except where otherwise stated in this clause:

(i) parental leave is to be available to only one parent at a time (except whilst on concurrent leave), in a single unbroken period;

(ii) where an Employee and his or her spouse alternate as the primary care-giver:

A. the stated maximum period of parental leave available to the Employee will be reduced by any period of parental leave taken by the Employee’s spouse, so that the combined total of parental leave taken by the Employee and his or her spouse does not exceed the stated maximum period;

B. the first interchange may be made at any time and subsequent interchanges will be for a period of at least 12 months, unless otherwise approved by the CEO; and

NTPS Fire and Rescue Service 2011 – 2013 Enterprise Agreement
C. only one Employee is entitled to access paid parental leave under this clause.

(c) Weekends, public holidays, programmed days off and rostered days off are part of maternity leave and do not extend the period of leave.

(d) With the exception of eligible casual Employees and unless otherwise provided, this clause does not apply to Employees engaged on a casual basis.

(e) Eligible casual Employees are only entitled to access the unpaid parental leave entitlements set out in sub-clauses 42.4(a)(i), 42.5(a), 42.5(e)(i), 42.5(e)(ii), 42.6(a)(i), 42.6(a)(iv), 42.7(a), 42.7(b)(i), 42.7(c)(i) and 42.7(c)(iv).

42.4 Ordinary Maternity Leave

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

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

(ii) up to three years leave, with the first 14 weeks to be paid, provided the Employee has completed at least one (1) and less than five (5) years continuous service at the time of commencing leave; or

(iii) up to three (3) years leave, with the first 18 weeks to be paid, provided the Employee has completed five (5) or more years continuous service at the time of commencing leave.

(b) Where an Employee’s qualifying period of 12 months continuous service referred to in paragraph (a)(ii) ends within 14 weeks of the date on which the Employee commenced ordinary maternity leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.

(c) Where an Employee’s qualifying period of five (5) years continuous service referred to in paragraph (a)(iii) ends within 18 weeks of the date on which the Employee commenced ordinary maternity leave, paid leave will only apply for that part of the 18 week period commencing after the end of the qualifying period.

(d) To be entitled to ordinary maternity leave, an Employee must give her Employer the following notice and documents:

(i) not less than 10 weeks before the expected date of the birth, a medical certificate stating the expected date of birth;

(ii) not less than four (4) weeks before the intended date of commencement of leave, written notice of the date on which the Employee intends to commence leave and the period of leave to be taken, along with a statutory declaration stating that the Employee
intends to be the child's primary care-giver at all times whilst on leave; and

(iii) as soon as is practicable, a copy of the child's birth certificate.

(e) The Employee will not be in breach of paragraph (d) if the failure to give the required notification and documents is because of the birth occurring earlier than expected or any other compelling circumstance.

(f) An Employee may commence ordinary maternity leave at any time within six (6) weeks immediately prior to the expected date of birth.

(g) Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth, the Employee must provide a medical certificate stating that she is fit to work on her normal duties.

(h) The Employer may require the Employee to start ordinary maternity leave if the Employee:

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

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

(i) Where a pregnant Employee who has already complied with the requirements of paragraph (d) provides the CEO with a medical certificate from a medical practitioner stating that the Employee is fit to work, but illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the CEO must, if reasonably practicable, transfer the Employee to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of ordinary maternity leave.

(j) If it is not reasonably practicable to transfer the Employee to a safe job, the Employee may take paid leave, or the Employer may require the Employee to take paid leave immediately for a period which ends at the earliest of either:

(i) the end of the period stated in the medical certificate;

(ii) the day before the Employee commences ordinary maternity leave;

or

(iii) the day before the end of the pregnancy.

(k) Where an Employee's child dies during a period of ordinary maternity leave, the Employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the Employee elects to resume duty, in which case the provisions of sub-clause 42.14 apply.
Subject to paragraph (d), where an Employee becomes pregnant whilst on a period of ordinary maternity leave, the employee can elect to commence another period of leave, in accordance with sub-clause 42.4(a)(i), 42.4(a)(ii) or 42.4(a)(iii) from the date of the birth of the child resulting from the subsequent pregnancy.

42.5 Special Maternity Leave

(a) In addition to any paid sick leave entitlements available to an Employee, subject to the requirements of this sub-clause, an Employee who has not yet commenced ordinary maternity leave is entitled to take special maternity leave where:

(i) She has a pregnancy related illness; or

(ii) She has been at least 12 weeks pregnant and the pregnancy has ended other than by the birth of a living child.

(b) The period of special maternity leave that an Employee is entitled to take is such period as a registered medical practitioner certifies as necessary, provided that the maximum period of special maternity leave is 52 weeks.

(c) The period of special maternity leave must end before the Employee starts any period of ordinary maternity leave.

(d) Special maternity leave taken by an Employee under paragraph (a)(i):

(i) will be unpaid,

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

(iii) will be deducted from the maximum period of ordinary maternity leave that the Employee is entitled to take.

(e) Special maternity leave taken by an Employee under paragraph (a)(ii) will be:

(i) unpaid if the pregnancy ended more than 20 weeks before the expected date of the birth;

(ii) unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the Employee has not completed 12 months continuous service, at the time of commencing leave; or

(iii) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the Employee has completed 12 months continuous service at the time of commencing leave.

(iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the Employee has completed five (5) years continuous service at the time of commencing leave.
(f) Where an Employee’s qualifying period of 12 months continuous service referred to in paragraph (e)(iii) ends within 14 weeks of the date on which the Employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.

(g) Where an Employee’s qualifying period of five (5) years continuous service referred to in paragraph (e)(iv) ends within 18 weeks of the date on which the Employee commenced leave, paid leave will only apply for that part of the 18 week period commencing after the end of the qualifying period.

(h) To be entitled to special maternity leave an Employee must as soon as is reasonably practicable, give her Employer a written application stating the date on which the Employee proposes to commence the leave and the period of leave to be taken; and

(i) in the case of special maternity leave taken under paragraph (a)(i), a medical certificate from a medical practitioner stating that the Employee is unfit to work for a stated period because of a pregnancy related illness; and

(ii) in the case of special maternity leave taken under paragraph(a)(ii), a medical certificate from a medical practitioner stating that:

A. the Employee’s pregnancy has ended after the first 12 weeks of the pregnancy, other than by the birth of a living child; and

B. the Employee will be unfit for work for a stated period.

42.6 Paternity/Partner Leave

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

(i) in the case of an Employee who has not completed 12 months continuous service, or an eligible casual Employee, up to three (3) weeks of unpaid paternity/partner leave to be taken within the week starting on the day that the Employee’s spouse begins to give birth, with such leave able to be taken at the same time that the Employee’s spouse is taking paid or unpaid maternity leave;

(ii) in the case of an Employee who has completed at least one (1) year and less than five (5) years continuous service at the time of commencing leave, one (1) week of paid leave and two (2) weeks unpaid leave, to be taken within the week starting on the day that the Employee’s spouse begins to give birth, with such leave able to be taken at the same time that the Employee’s spouse is taking paid or unpaid maternity leave;

(iii) in the case of an Employee who has completed five (5) or more years continuous service at the time of commencing leave, two (2) weeks of paid leave and one (1) week of unpaid leave, to be taken...
within the week starting on the day that the Employee’s spouse begins to give birth, with such leave able to be taken at the same time that the Employee’s spouse is taking paid or unpaid maternity leave;

(iv) up to 52 weeks unpaid paternity/partner leave where the Employee 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 and the Employee is the primary carer for the duration of this leave;

(v) up to three (3) years unpaid paternity/partner leave, provided that such leave must end within 36 months of the date of the birth of the child and the Employee has completed 12 months of continuous service and is the primary carer for the duration of this leave;

(vi) if the CEO agrees, leave taken under paragraphs (i), (ii) or (iii) may:
   A. commence earlier than otherwise permitted; or
   B. commence any time after the birth but must end within eight (8) weeks after the birth.

(b) To be entitled to paternity/partner leave, an Employee must give the Employer the following notice and documents:

(i) in the case of paternity/partner leave under paragraph (a)(i), (a)(ii) or (a)(iii):
   A. not less than 10 weeks before the expected date of the birth, a medical certificate stating that the Employee’s spouse is pregnant and the expected date of the birth; and
   B. as soon as is reasonably practicable, written notice of the dates on which the Employee proposes to start and finish the period of paternity/partner leave; and

(ii) in the case of paternity/partner leave under paragraph (a)(iv) or (a)(v):
   A. not less than 10 weeks before the intended date of commencement of leave:
      1) written notice of the dates on which he or she proposes to start and finish the period of paternity/partner leave; and
      2) a statutory declaration stating that the Employee intends to be the child’s primary care-giver at all times while on paternity/partner leave; and
   B. as soon as reasonably practicable, a copy of the child’s birth certificate.
The Employee will not be in breach of paragraph (b) if the failure to give the required period of notice is because of the birth occurring earlier than expected or any other compelling circumstance.

Where an Employee’s child dies during a period of paternity/partner leave under paragraph (a)(iv) or (a)(v) the Employee may continue on leave for maximum period of 52 weeks from the date of commencement of leave, unless the Employee elects to resume duty, in which case the provisions of sub-clause 42.14 apply.

42.7 Adoption Leave

(a) Subject to the requirements of this sub-clause, an Employee who is adopting a child is entitled to up to two (2) days unpaid leave to attend any interviews or examinations required to obtain the adoption approval, which may be taken together or as separate periods.

(b) Subject to the requirements of this sub-clause, an Employee who is nominated as the primary carer at the time of initial placement of the child may access any one of the following adoption leave entitlements:

(i) up to 52 weeks unpaid leave, which may commence at any time in the two (2) weeks before the date of placement and must end within 52 weeks of the date of the placement where the Employee has less than 12 months continuous service;

(ii) up to three (3) years leave, which may commence at any time in the two (2) weeks before the date of placement and must end within 36 months of the date of the placement, with the first 14 weeks to be paid, provided the Employee has completed at least one (1) year and less than five (5) years continuous service at the time of commencing leave; or

(iii) up to three (3) years leave, which may commence at any time in the two (2) weeks before the date of placement and must end within 36 months of the date of the placement, with the first 18 weeks to be paid, provided the Employee has completed at least five (5) years continuous service at the time of commencing leave.

(iv) where an Employee’s qualifying period of 12 months continuous service referred to in paragraph (ii) ends within 14 weeks of the date on which the Employee commenced adoption leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.

(v) where an Employee’s qualifying period of five (5) years continuous service referred to in paragraph (iii) ends within 18 weeks of the date on which the Employee commenced adoption leave, paid leave will only apply for that part of the 18 week period commencing after the end of the qualifying period.
Subject to the requirements of this sub-clause, an Employee who is a partner may access any one of the following adoption leave entitlements:

(i) in the case of an Employee who has not completed 12 months continuous service, or an eligible casual Employee, up to three (3) weeks unpaid adoption leave which may commence at any time in the two (2) weeks before the date of placement, and can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave;

(ii) in the case of an Employee who has completed at least one (1) year and less than five (5) years continuous service at the time of commencing leave, up to three (3) weeks adoption leave, including one (1) week paid leave, which may commence at any time in the two (2) weeks before the date of placement, and can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave;

(iii) in the case of an Employee who has completed five (5) or more years continuous service at the time of commencing leave, up to three (3) weeks adoption leave, including two (2) weeks paid leave, which may commence at any time in the two (2) weeks before the date of placement, and can be taken at the same time that the Employee's spouse is taking paid or unpaid adoption leave;

(iv) up to 52 weeks unpaid adoption leave, where the Employee has less than 12 months continuous service and is the primary carer for the duration of this leave, and provided that such leave must end within 24 months of the date of placement of the child;

(v) up to three (3) years unpaid adoption leave, provided that such leave must end within 36 months of the date the placement and the Employee has completed more than 12 months continuous service and the Employee is the primary carer for the duration of this leave.

(vi) if the CEO agrees, leave taken under paragraphs (c) (i) to (iii) may commence earlier than otherwise permitted; or commence any time after the day of the placement of the child but must end within eight (8) weeks after the date of placement;

(d) To be entitled to adoption leave, an Employee must give the employer the following notification and documents:

(i) written notification of the intention to apply for adoption leave as soon as is reasonably practicable after receiving notice of the approval of the placement of the child;

(ii) written application stating the dates on which the Employee proposes to start and finish the period of adoption leave:

A. not less than 14 days before the proposed day of the placement in the case of adoption leave taken under paragraph (c) (i) to (iii); and
B. not less than 10 weeks before the first day of the proposed leave in the case of adoption leave taken under paragraphs (b)(i) to (iii) and (c)(iv) to (v).

(iii) before the Employee begins a period of adoption leave:

A. a statement from the adoption Agency stating the day when the placement is expected to start;

B. in the case of adoption leave taken under paragraphs (b)(i) to (iii) and (c)(iv) to (v) a statutory declaration stating that the Employee intends to be the child's primary care-giver at all times while on adoption leave.

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

(f) Where an Employee has commenced a period of adoption leave and the adoption is discontinued for any reason (including the death of the child), the entitlement to adoption leave may continue for maximum period of 52 weeks from the date of commencement of leave, unless the Employee elects to resume duty, in which case the provisions of sub-clause 42.14 apply.

(g) Subject to paragraph (d), where an Employee exercising adoption leave under paragraph (b) (i) to (iii) adopts another child during the period of leave, the period of leave may be extended up to three (3) years from the date of placement of the child relating to the second adoption.

(h) A casual Employee is entitled to:

(i) Up to two (2) days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child; and

(ii) The leave may be taken as:

A. a single continuous period of up to two (2) days; or

B. any separate periods to which the employee and CEO agree.

(iii) Notice and evidence requirements:

A. the notice must be given to the CEO as soon as practicable (which may be a time after the leave has started); and

B. the notice must advise the CEO of the period, or expected period, of the leave.
(iv) An employee who has given his or her CEO notice of the taking of unpaid pre-adoption leave must, if required by the CEO, provide evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as required in order to obtain approval for employee’s adoption of a child.

42.8 Combined Parental Leave

(a) An Employee Couple (as defined in sub-clause 42.2(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) Clause 42.14 (a), where the birth giver may not return to work any less than six (6) weeks after the date of birth of the child.

(iii) the birth giver using a minimum of:

A. six (6) weeks unpaid maternity leave in accordance with sub-paragraph 42.4 (a)(i); or

B. six (6) weeks paid maternity leave in accordance with sub-paragraph 42.4(a)(ii) or 42.4(a)(iii);

(iv) concurrent leave being used by the Employee Couple for a maximum of eight (8) weeks from the time of birth;

(v) the balance of the combined leave being used by the member of the Employee Couple who has submitted a statutory declaration in which he or she stated that he or she intends to be the primary caregiver for the total remaining unpaid leave balance; and

(vi) a maximum of two (2) interchanges of Employees sharing the combined Parental Leave.

42.9 Parental Leave at Half Pay

(a) An Employee who is entitled to paid parental leave under this clause may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.

(b) Where an Employee applies to extend the period of paid leave under paragraph:

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

For example, if an Employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will

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accrue as if the Employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay.

(ii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay.

42.10 Access to Other Leave Entitlements While on Parental Leave

(a) An Employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements anytime within 24 months from time of birth or date of placement.

(b) An Employee on unpaid parental leave may access accrued personal leave entitlements at anytime within 52 weeks from time of birth or day of placement.

(c) An Employee may only access accrued personal leave under paragraph (b) if he or she provides a certificate from a registered health practitioner.

(d) An Employee may not access accrued recreation leave, long service leave, or personal leave entitlements during any period of parental leave occurring outside the time periods stated in paragraphs (a) and (b) and any such accrued leave will be frozen until such time as the Employee resumes duty or ceases employment.

(e) Where an Employee on parental leave accesses other leave entitlements under this sub-clause, the maximum period of parental leave will not be extended.

42.11 Employment While on Parental Leave

(a) Subject to the CEO’s approval, an Employee on parental leave without pay may return to duty for any period with the Agency, or another Agency.

(b) An Employee on parental leave without pay may engage in outside employment in accordance with the PSEM Act.

(c) Employment under paragraphs (a) or (b) above will not:

(i) Prevent the Employee from re-commencing parental leave; or

(ii) Extend the maximum period of parental leave.

42.12 Communication During Parental Leave

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

(i) Make information available in relation to; and

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

(b) The Employee will take reasonable steps to inform the CEO about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis in accordance with sub-clause 42.15(a)(ii).

42.13 Variation of Period of Parental Leave

(a) In accordance with the NES, an Employee may extend the nominated period of parental leave stated in his or her application under clause 42.4(a), 42.6(a)(iv), 42.6(a)(v), 42.7(b)(i), 42.7(b)(ii), 42.7(b)(iii), 42.7(c)(iv) or 42.7(c)(v) on one occasion to a total of up to the 52 weeks by giving the Employer at least four (4) weeks notice before the end of the nominated period, stating the period by which the leave will be extended;

(b) The period of parental leave may be further extended (up to the stated maximum period, i.e., 52 weeks or 3 years) or shortened by written agreement between the Employee and CEO. An application under this section must be made at least four (4) weeks before the end of the nominated period. Responses to requests will be in accordance with sub-clause 42.15(b).

42.14 Returning to Work After a Period of Parental Leave

(a) An Employee on ordinary maternity leave may not return to work any less than six (6) weeks after the date of birth of the child.

(b) An Employee must give the CEO written notice of the date on which he or she intends to return to work following a period of parental leave as follows:

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

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

(c) An Employee returning from a period of up to 24 months' parental leave is entitled to the position which he or she held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an Employee who:

(i) was transferred to a safe job under sub-clause 42.4(i) prior to commencing leave, to the position held immediately prior to such transfer; or

(ii) was promoted to a new position during the period of parental leave, to the new position.

42.15 Right to Request
To assist in reconciling work and parental responsibilities, an Employee is entitled to request that the CEO allow the Employee:

(i) To extend the period of parental leave which may be taken at the same time as the Employee’s spouse under sub-clauses 42.6(a)(i), 42.6(a)(ii), 42.6(a)(iii), 42.7(c)(i), 42.7(c)(ii) and 42.7(c)(iii) to a maximum period of eight weeks (provided that such extension will not increase the amount of paid leave);

(ii) To return to work on a part-time basis until the child reaches school age, provided that such request is made not less than eight (8) weeks prior to the date that the Employee is due to return to work.

(iii) Where the Employee has completed 52 weeks parental leave, subject to providing four (4) weeks notice prior to the end of the nominated period, to extend by a further 52 weeks, the period of:

A. ordinary maternity leave under sub-clause 42.4(a); or
B. paternity/partner leave under sub-clause 42.6(a)(iv) or 42.6(a)(v); or
C. adoption leave under sub-clause 42.7(b)(i), 42.7(b)(ii), 42.7(b)(iii), 42.7(c)(iv) or 42.7(c)(v).

The CEO will consider the request and respond in writing within 21 days having regard to the Employee’s circumstances and, provided the request is genuinely based on the Employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the request on the Agency’s business, including cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

The Employee’s request and the CEO’s decision in respect of the request must be recorded in writing.

Any additional parental leave granted under paragraphs (a)(i) and (a)(iii) will be unpaid.

An Employee who has completed three (3) years of parental leave (associated with one birth) may request Special Leave Without Pay in accordance with By law 16 to access a further period of leave to care for his or her child. Any leave granted by the CEO in accordance with By law 16 is not subject to this clause.

Replacement Employees

A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of another Employee taking parental leave.
Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the return to work rights of the Employee who is being replaced.

42.17 Effect of Parental Leave on Service

(a) A period of parental leave does not break an Employee's continuity of service.

(b) Subject to paragraph (d) below, any period of paid parental leave, including paid leave as a result of access to accrued entitlements under sub-clause 42.10 will count as service.

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

(d) Where any Employee elects to take paid parental leave at half pay in accordance with sub-clause 42.9, only the first 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.

(e) With the exception of any period during which the Employee is engaged in outside employment during normal working hours, the first 14 weeks of unpaid maternity or adoption leave, will count as service.

42.18 Superannuation Contributions during Period of Parental Leave

(a) This provision is to provide Employer superannuation contributions benefits to female employees who may take unpaid leave during the first six months of their parental leave.

(b) An Employee who is either the birth giver or primary carer in the case of adoption leave, for the first six (6) months of parental leave will continue to receive Employer superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, for the first six (6) months of parental leave.

43. COMPASSIONATE LEAVE

43.1 For the purposes of this clause:

(a) "child" – means an adopted, step, ex-nuptial or adult child;

(b) "de facto spouse" – means a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee;

(c) "immediate family" – means a spouse, child, parent, grandparent, grandchild, or sibling of the employee or of a spouse of an employee; and

(d) "spouse" – means a former spouse, de facto spouse and former de facto spouse.
54.5 Arrangements for Two Employee Track Stations

(a) where a Track Station has two (2) employees, the second employee will be a Leading Firefighter.

(b) when relieving the Station Officer (OIC) at a Track Station, the Leading Firefighter will be paid at the Officer in Charge rate.

55. MINIMUM STAFFING LEVELS OF APPLIANCES

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

(a) Darwin, Palmerston and Marrara Fire Stations will be 18, plus a Watch Commander; and

(b) Alice Springs Fire Station will be six (6).

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

56. PAID MEETINGS

56.1 Where an authorised NTFRS employee attends, in their own time, meetings arising out of the implementation of this Agreement or other work related meetings authorised by the Director or their delegate, the employee will receive ordinary time rates of pay or equivalent time in lieu, to be taken at a time agreed between the Director or their delegate and the employee, equal to the time of such attendance.

56.2 All reasonable steps will be made by the NTFRS to arrange the meetings referred to in sub-clause 56.1 while the relevant employee is on shift.

56.3 A relevant employee on duty will, wherever practicable, be relieved from operational duty to attend meetings referred to by this clause.

57. WORK LIFE BALANCE

57.1 Work Life Balance Initiatives

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

(a) flexible working hours;

(b) home-based work (for day duty employees);

(c) job sharing;

(d) part-time work;

(e) career breaks;
(f) part-year employment; and

(g) short term absences for family and community responsibilities.

57.2 General Principles in Relation to Work Life Balance Initiatives

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

(a) NTFRS operational requirements are met and services to the public are not disrupted; and

(b) the employee fulfils the criteria outlined in this clause; and

(c) fair and reasonable consideration is given to employee applications; and

(d) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other employees.

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

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

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

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

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

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

(a) An Employee, including an eligible casual Employee, who is a parent, or has responsibility for the care of a child may request the CEO for a change in work arrangements to assist the Employee to care for the child if the child:

(i) is under school age; or

(ii) is under 18 years of age and has a disability.

(b) The request must:

(i) be in writing; and

(ii) set out details of the change sought and of the reasons for the request.

(c) The CEO must:
(i) give the Employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;

(ii) the CEO may refuse the request only on reasonable business grounds; and

(iii) if the request is refused, provide details of the reasons for the refusal.

(d) An 'eligible casual Employee' is defined under the Parental Leave provisions of this Agreement (clause 42.2(c)).

PART 8: PROCEDURAL MATTERS

58. OCCUPATIONAL HEALTH AND SAFETY

58.1 The parties to this Agreement are committed to achieving and maintaining a safe and healthy work environment, and to ensuring compliance with the requirements of the Workplace Health and Safety Act 2007 or any superseding legislation.

58.2 The Director acknowledges the commitment to achieve and maintain a safe and healthy work environment and will take all reasonably practicable measures to prevent accidents and injuries in the workplace, and to promote the health, safety and welfare of employees.

58.3 An employee must take all reasonably practicable steps to ensure their own safety while at work, and to ensure that no action or inaction while at work causes harm to any other person.

59. PREVENTING HARASSMENT AND BULLYING IN THE WORKPLACE

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

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

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

60. COMMITMENT TO EMPLOYEE SUPPORT SERVICES

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

60.2 Psychologists from Employee Support Services provide services free of charge to NTFRS employees and provide referrals to other support services where required. The