# PROPOSED

# 2026 – 2030 TERRITORY GENERATION

# ENTERPRISE AGREEMENT

# EXPLANATORY NOTES

**THIS DOCUMENT REFLECTS THE CHANGES IN:**

**THE PROPOSED AGREEMENT COMPARED WITH THE CURRENT AGREEMENT; AND**

**THE PROPOSED AGREEMENT AND VARIATIONS MADE TO NORTHERN TERRITORY PUBLIC SECTOR ENTERPRISE AWARD 2016 (SINCE THE CURRENT AGREEMENT WAS MADE)**

Please note:

i. Reference to the 'current Agreement' means the *2022 – 2026 Territory Generation Enterprise Agreement* (ID AE521098) and reference to the 'new Agreement' means the proposed 2026 -2030 Territory Generation Enterprise Agreement.

ii. Technical changes that may have been made throughout the new Agreement that are not in the explanatory notes, include:

   a. adopting gender neutral language and plain English language, where appropriate, without affecting entitlements of conditions;

   b. cross referencing sub-clause number references in line with the new Agreement;

   c. updates to references to the 'Employer', to 'CEO' to reflect correct context (where relevant) and changes to number formats (e.g. use numerals for 2 and above); and

   d. general reformatting, grammar and punctuation updates.

~~iii.~~ This document is in order of the clause number under the new Agreement. Unless specified otherwise, the explanatory notes are referring to the new Agreement. An explanation of how the provision or entitlement has translated from the current Agreement to the new Agreement is included.

iv. Clause numbers may vary from the current Agreement due to the removal of some clauses, introduction of new clauses and reorganising of existing clauses and schedules.

v. Where there has been a change to the numbering of a clause, an explanation of how the provision or entitlement has translated from the current Agreement to the new Agreement is included.

vi. Employees should review both the current and new agreement for full context of all the changes, particularly where there have been significant changes that are summarised in these notes.

vii. Legislation referenced in the new Agreement can be accessed on the following webpages:

Commonwealth: www.legislation.gov.au

Northern Territory: www.legislation.nt.gov.au

Northern Territory Public Sector Enterprise Award 2016 [MA000151]

Public Sector Employment and Management By-laws, Employment Instructions and Determinations can be accessed on the Office of the Commissioner for Public Employment webpage: https://ocpe.nt.gov.au/employment-law

**Further information on the proposed new Agreement**

If you would like further information on the new Agreement, please contact the Employee Relations, Office of the Commissioner for Public Employment on telephone 08 **8999 4282** or Callum Green within Territory Generation on 08 **7979 2572**.

## PART A – APPLICATION AND OPERATION OF AGREEMENT

### 1. Title

The title has changed to 2026 - 2030 Territory Generation Enterprise Agreement.

### 2. National Employment Standards (NES)

There is no change to this clause.

### 3. Definitions

The definition of:

"Casual employee" is a new definition to align with provisions under the casual employment, refer clause 27).

"Counts as salary for all purposes" has been amended to include 'subject to any governing legislation'.

"Our Plan" has been removed as the definition of "Employee Achievement Plan" covers this topic.

### 4. Parties Covered by this Agreement

There is no change to this clause.

### 5. Relationship to PSEM Act and Award

This clause has been updated to reflect the removal of the reference to the Long Service Leave (By-law 8) as this leave provision has been included in the new Agreement.

### 6. Objectives of Agreement

This clause has been amended to include reference that Territory Generation must operate within the Statement of Corporate Intent.

### 7. Code of Conduct

This is clause 8 in the current Agreement There is no change to this clause.

### 8. Employment Security

This is clause 9 in the current Agreement There is no change to this clause.

### 9. Redeployment and Redundancy

This is clause 10 in the current Agreement. There is no change to this clause.

## 10. Period of Operation

This is clause 11 in the current Agreement.

The clause has been updated to reflect the new nominal expiry date of 15 July 2030.

## 11. No Extra Claims

This is clause 12 in the current Agreement. There is no change to this clause.

# PART B – CONSULTATION AND DISPUTE RESOLUTION

## 12. Safety, Health, Welfare, Discrimination and Workloads

This is clause 8 in the current Agreement.

This clause has been amended to include the following references:

- The availability of Employee Assistance Programs for employees and their families, and that reasonable travel time and attendance should be granted without deduction for any leave entitlements.
- Where reasonably practicable, minimise the impact of psychosocial risks in the workplace.
- Provision of unscheduled short rest breaks when working in extreme heat.
- In the event of sustained workload issues, the manager will be required to acknowledge receipt of the employees concerns within 7 days.
- Employees are to demonstrate a personal commitment to their own safety and ensuring the safety of others.

Additionally, fatigue management and work arrangements previously under clause 80 (On Call Arrangements) in the current Agreement has been included under this clause in the new Agreement.

## 13. Dispute Settlement Procedures

There is no change to this clause.

## 14. Management of Change

This is clause 18 in the current Agreement.

The clause has been updated with technical changes in line with the Fair Work Act 2009 (FW Act). Additionally, the title of this clause has been amended (previous title 'Introduction and Management of Change').

## 15. Generation Consultative Committee

There is no change to this clause.

## 16. Use of Contractors for Core Work

This is clause 30 in the current Agreement. There is no change to this clause.

## 17. Resourcing

This is clause 16 in the current Agreement. There is no change to this clause.

## 18. Work Organisation

This is clause 38 in the current Agreement. There is no change to this clause.

## 19. Use of Surveillance Technology

This is clause 14 in the current Agreement.

This clause has been updated to provide that the accessing of data for the purpose of an investigation will only occur where there are reasonable grounds to suspect a breach of discipline, and if so, only after approval has been granted by the CEO.

## 20. Emerging Technology and Artificial Intelligence

This is clause 17 in the current Agreement.

The existing clause will be improved to include recognition of the introduction of artificial intelligence (AI) and that AI automated systems will be used in accordance with Territory Generation's approved AI governance and acceptable use framework. The title of this clause has also been amended to reflect the inclusion of AI.

## 21. Workplace Delegates Rights

This is clause 41 in the current Agreement.

This clause was originally titled 'Union Related Matter'. This clause has been updated to provide Workplace Delegate Rights will be in accordance with clause 24A of the Northern Territory Public Sector Enterprise Award 2016 [MA000151].

# PART C – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

## 22. Recognition of Prior Employment

This is clause 23 in the current Agreement. There is no change to this clause.

## 23. Types of Employment

This is clause 24 in the current Agreement. There is no change to this clause.

## 24. Full-Time Employment

This is clause 25 in the current Agreement.

Transition provisions have been removed due to the introduction of the 36.75 hour week from 9 April 2026.

## 25. Part-Time Employment

This is clause 26 in the current Agreement.

Transition provisions have been removed due to the introduction of the 36.75 hour week from 9 April 2026.

## 26. Fixed Period Employment

This is a new clause consistent with changes made to the FW Act that provides:

'Unless an exception under section 333F of the FW Act applies, fixed period employment contracts must not include a term (end date) that:

(a) specifies a greater period than 2 years; or

(b) creates consecutive contracts (including any contract on 6 December 2023 and any prior consecutive contract) for the same or substantially similar work which totals more than 2 years, or more than 2 contracts.

*Note: Section 333F of the FW Act provides a range of exceptions including, but not limited to: a temporary absence of another employee (e.g. backfilling an employee on leave on a temporary transfer or workers compensation); trainees or apprentices; essential work during a peak demand period; work during emergency circumstances; performance of a distinct and identifiable task involving specialised skills; or jobs that rely in whole or in part by government funding.*

## 27. Casual Employment

This clause has been updated to clarify/note that:

- A casual employee may be required to perform overtime or shiftwork and will receive appropriate penalty rates calculated on the ordinary hourly rate for such duty. Casual loading will not be used to increase the ordinary hourly rate for payment of overtime on shift penalties.
- An employee may provide notice, in writing, to their employer of their choice to become an ongoing employee in accordance with the FW Act. This is known as the 'Employee

Choice Pathway'. The employer must respond in writing within 21 days of the request advising of their acceptance or non-acceptance of the change.

## 28. Individual Flexible Arrangements

This is clause 19 in the current Agreement.

The clause has been updated with technical changes in line with the FW Act.

No substantive changes have been made.

## 29. Variation to Working Arrangements for Groups of Employees

This is clause 20 in the current Agreement. There is no change to this clause.

## 30. Flexible Work – General Principles and Requirements

This is clause 21 in the current Agreement.

This clause has been improved to provide that:

- Request for flexible work arrangements will be considered favourably, and on a case by case basis, subject to the reasonable business grounds set out in the current Agreement; and
- That each work from home request will be considered on its merits with no predetermined frequency on when an employee can work from home.

## 31. Apprentices

This is clause 28 in the current Agreement.

This clause has been improved to:

- remove the maximum limitation on employing Apprentices has been removed for this clause; and
- provide that apprentices may be appointed to an ongoing vacancy within the first 12 months of successful completion of their apprenticeship.

The study of apprentice employment provision has been completed, and the reference to this commitment has been removed.

## 32. Graduates

This is clause 29 in the current Agreement.

This clause has been improved by offering a minimum of 12 months employment on successful completion of the Territory Generation Graduate Program in a job that is commensurate with the Graduate classification, subject to ongoing satisfaction performance.

## 33. Probation

This is clause 31 in the current Agreement. There is no change to this clause.

## 34. Termination, Resignation or Abandonment of Employment

This is clause 32 in the current Agreement.

There is a minor amendment to this clause, 'Notice of Termination by Employee' has been changed to 'Notice of Resignation by Employee'.

## 35. Relief for Regional Centres

This is clause 81 in the current Agreement.

As the resourcing strategy for regional centres has been completed, reference to this commitment has been removed.

## 36. Training and Development

This is clause 34 in the current Agreement.

Minor update by removing the reference to the expired *NTPS Aboriginal Employment and Career Development Strategy for 2021 – 2025*.

## 37. Timesheet Recording

This is clause 35 in the current Agreement. There is no change to this clause.

## 38. Medicals

This is clause 33 in the current Agreement. There is no change to this clause.

## 39. Fitness for Work

This is clause 37 in the current Agreement. There is no change to this clause.

## 40. Remote Localities

This is clause 39 in the current Agreement.

References have been updated for the following:

- Determination 8 of 2015 (Remote Locality Provisions) now includes 'or successor determination'.
- Determination 1014 of 2022 has been updated to Determination 1001 of 2026 (for Satellite TV or Internet Service Reimbursement).

## 41. Laundry Facilities

This is clause 40 in the current Agreement. There is no change to this clause.

## 42. Right to Disconnect

This is a new clause detailing an employee's right to disconnect provisions.

The clause details (inter alia) when it's reasonable to disconnect from work, and when it's reasonable for the employer to contact the employee, and the clause is to be read in conjunction with the FW Act.

## 43. Diversity and Disability in the Workplace

This is a new clause in the Agreement.

The clause emphasises the employer's commitment to supporting sector wide diversity and inclusion strategies that reflects the skills, identity, talents and capabilities of all people including those with disabilities, from culturally and linguistically diverse backgrounds.

# PART D – RATES OF PAY AND RELATED MATTERS

## 44. Salaries and Allowances

Clause 42 (Rates of Pay), clause 43 (Adjustment in Salaries and Allowances) and clause 44 (Payment of Salaries and Allowances) in the current Agreement have been amalgamated to form a new clause (Salaries and Allowances).

This clause has been amended to reflect the headline pay increases of 3% per annum, and the effective dates of the increases.

The following allowances have been identified to be adjusted in accordance with the above salary increases – First Aid Allowance, Tool Allowance, High Voltage Allowance, Responsibility Allowance; Skills and Retention (Steam) Allowance, Work Health and Safety Officer Skills Allowance and Overtime Meal Allowance.

The clause also includes the new allowance for Personal Electrical Licence Nominee.

For clarity, the following has been included:

- The formula to calculate the fortnightly pay; and
- Payment of the salary and allowance increases (including any back payments that might apply) shall only be payable to employees who are employed from the commencement of the Agreement.

## 45. Integrity of Payments

This is a new clause and relates to the payment of salary (recovery of overpayments and rectification of underpayments).

A new integrity of payments clause will be included which recognises that all employees should be paid their entitlements correctly and on time, acknowledging that from time-to-time employees may be either overpaid or underpaid.

Consistent with current practice (and NTPS provisions) any underpayment will be rectified as soon as reasonably practicable; and employees will be notified of any overpayment and provided with an opportunity to provide reasonable recovery options. Unless agreed otherwise the maximum amount able to be recovered will be set at 10% of the employee's gross salary per pay period (consistent with NTPS provisions).

## 46. Annualised Salaries

This is clause 45 in the current Agreement.

As the review of the annualised salary calculation has been completed, reference to the review has been removed.

## 47. Operator – 24/7 Shiftworker – Annualised Allowance

This is a new clause, incorporating the salary arrangements for Operators, Senior Operators and Operator/Maintainers currently covered under their respective Group Variation Agreements, as issued by the Commissioner for Public Employment.

An annualised allowance equivalent to 57.4% of base salary would be provided in lieu of:

- An overtime component equal to the first 96 hours of overtime of which the following must be attributed to:
    - 20-minute handover period per shift, unless required to work outside the normal shift roster i.e. payment of relevant overtime rates; and
    - Acquittal of the first 42 hours of essential training each calendar year, additional hours worked beyond 42 hours will attract payment at the relevant overtime rates.
- Shiftwork penalties and provisions for working 12 hour shifts on a 24/7 cycle basis, including public holiday and recreation leave loading entitlements; and

- An additional hours component equal to 31 hours duty per annum (paid at double time) arising from the reduction in weekly hours from 37.5 hours to 36.75 hours (effective 9 April 2026).

The Responsibility Allowance provisions contained in the current GVAs will be under clause 71 in the new Agreement.

## 48. Operator / Maintainer – 7 Day Shiftworker – Annualised Shift Allowance

This is a new clause, incorporating the salary arrangements Operator / Maintainers currently covered under their respective Group Variation Agreement, as issued by the Commissioner for Public Employment.

For the 7 day shift roster workers the annualised shift allowance would be equivalent to 12.46% of base salary in lieu of shiftwork penalties and provisions for working 9.18 hour shifts (including Saturdays and Sundays in each 3 week cycle), and recreation leave loading entitlements.

The Skills and Retention (Steam) Allowance provisions contained in the current GVAs will be under clause 72 of the new Agreement.

The new provisions for the 7 Day shiftworkers will also provide that the Annualised Allowance will count as salary for the purpose of payments in lieu of recreation leave.

With the introduction of the 36.75 hour week from 9 April 2026, accrual of recreation and personal leave will be based on the new ordinary hours of work, being 7.35 hours per day (replacing the current 8 hours per day accrual provisions).

## 49. Technical Coordinator Salary Arrangements

This is clause 46 in the current Agreement. A note has been included at the end of the clause to clarify the eligibility to overtime.

## 50. Operator/Maintainer Classification

This is clause 47 in the current Agreement.

Remove reference to the review of the Operator Maintainer work requirements and job models across all regions as this has been completed.

## Mechanical Trade Pathways Review

This is clause 48 in the current Agreement.

This clause has been removed as the review of the mechanical trade pathways has been completed.

## 51. Corporate Safety Initiative

This is clause 36 in the current Agreement.

In support of Territory Generation commitment to continual improvement in its safety record, the new agreement will provide that an employee will be ineligible for individual and corporate safety bonus payments where they have been found to have committed a significant breach of safety (under the Territory Generation Values and Safety Non-Negotiables) within the Performance Achievement cycle.

## 52. Pay Progression

This is clause 49 in the current Agreement.

Remove reference to the eligibility to pay points for 2022-23 and 2023-24 Performance Achievement cycle.

For clarity, this clause has been amended to include that an employee will be ineligible for pay progression where the employee:

(a) has not completed the essential training or any identified training required for the employee's role within the Performance Achievement cycle; or

*Note: Will not apply when an employee is unable to complete essential training due to the absence of scheduled training or training provider or where an employee is absent on approved leave.*

(b) has been subject to a formal performance improvement plan within the Performance Achievement cycle; or

(c) has not achieved their priority outcomes identified in their employee achievement plan.

## 53. Performance Achievement

This is clause 50 in the current Agreement.

Remove reference to the performance achievement cycle 2022-23 and 2023-24; and payment to the supplementary bonus payable to Administrative and Corporate Services employees as this payment was incorporated into annual salary rates from 18 July 2024.

For clarity, this clause has been amended to include that an employee will be ineligible for:

- Individual and corporate safety bonus payments where, under the Territory Generation Values and Safety Non-Negotiables, they have been found to have committed a significant breach of safety within the Performance Achievement Cycle.
- Top of band bonus where an employee has not completed all essential training or any identified training required for the employee's role within the Performance Achievement cycle; or has been subject to a formal performance improvement plan within the

performance achievement cycle; or has not achieved their priority outcomes identified in their employee achievement plan.

### 54. Gas Certification Bonus – Gasfitter Type B Licence

This is a new clause.

A new $500 Gasfitter Type B Licence Bonus will be payable to eligible employees required by Territory Generation to perform duties (installation, commissioning and servicing) requiring the use of that licence, and upon:

- obtaining their full licence; and
- annually in August each year for all licenced employees.

### 55. Technical Coordinators and Technical Specialists – Appointments above Base

This is clause 54 in the current Agreement.

There is no change to this clause.

### 56. Superannuation

This is clause 51 in the current Agreement. There is no change to this clause.

### 57. Salary Sacrifice for Employer Superannuation

This is clause 52 in the current Agreement.

This clause has been minor technical updates to refer to the Commonwealth Commissioner of Taxation instead of the Australian Taxation Office.

### 58. Salary Sacrifice Packaging

This is clause 53 in the current Agreement. There is no change to this clause.

## PART E – ALLOWANCES AND SPECIAL RATES

### 59. Dual Trade Market Allowance

This is clause 56 in the current Agreement. There is no change to this clause.

### 60. Availability Allowance

This is clause 57 in the current Agreement. There is no change to this clause.

## 61. Consolidated Disability Allowance

This is clause 58 in the current Agreement.

Payment of this allowance will be extended to employees in the Technical Coordinators stream recognising the uncomfortable and demanding work conditions inherent to the role, including extreme heat and dirty work environments.

The clause has been updated to provide that employees in the Technical Specialist and Technical Coordinator streams, the CEO may approve payment of the Consolidated Disability Allowance:

- on an intermittent basis where they meet the criteria for payment for the majority of time in a given fortnightly pay period; or
- on a consistent fortnightly basis where the criteria for payment is being met on a regular ongoing basis.

## 62. Extra Duty Allowance

This is clause 59 in the current Agreement. There is no change to this clause.

## 63. Higher Duties Allowance

This is clause 60 in the current Agreement.

This clause has been amended to confirm, when acting in Executive Contract position, the allowance for Consolidated Disability, Extra Duty, High Voltage and a current period of higher duties allowance will be considered as remuneration.

## 64. Professional Development Allowance

This is clause 61 in the current Agreement. There is no change to this clause.

## 65. Pre-eminent Professional Allowance

This is clause 62 in the current Agreement. There is no change to this clause.

## 66. High Voltage Allowance

This is clause 73 in the current Agreement.

The High Voltage Allowance will be increased from $115 to $180 per fortnight and will be adjusted in line with the annual salary increases during the term of the new Agreement.

The provisions contained in Determination 1028 of 2024 confirming that this allowance is also payable Senior Technical Coordinator and another classification approved by the CEO.

## 67. Relocation Allowance

This is clause 63 in the current Agreement. There is no change to this clause.

## 68. Relocation Expenses – Employment or Transfer

This is clause 64 in the current Agreement. There is no change to this clause.

## 69. Team Leader Allowance

This is clause 65 in the current Agreement.

The provisions contained in Determination 1099 of 2023 have been incorporated into the clause relating to changes to pay points for Trade Technical (at pay point 1 to 11) and Operator / Maintainers (at pay point 1 to 5).

An employee classified as an Operator / Maintainer at pay point 6 or 7 may be eligible for the Team Leader Allowance at the discretion of the CEO.

## 70. Travelling Allowance

This is clause 66 in the current Agreement. There is no change to this clause.

## 71. Tool Allowance

This is clause 67 in the current Agreement.

This clause has a minor amended to confirm that this allowance will be payable during periods of paid leave.

## 72. Responsibility Allowance

This is a new clause and relates to Operators, Senior Operators ad Operator/Maintainers who work 24/7 shift roster and who have ‘Authorised Status’.

This allowance is currently payable in their respective Group Variation Agreements (GVAs), as issued by the Commissioner for Public Employment. The provisions contained in the GVAs have been incorporated into the Responsibility Allowance clause.

The Responsibility Allowance will be paid at the rate specified in Schedule 2 ‘Allowances’.

This allowance is payable during period of paid leave, period of cashed up recreation leave and payment in lieu of recreation leave and long service leave.

## 73. Skills and Retention (Steam) Allowance – Operator / Maintainer level 6 and 7

This is a new clause and relates to Operator / Maintainers who work a 7 day shift roster.

This allowance is currently payable in the Operator / Maintainer Group Variation Agreement (GVA - Determination 1007 of 2025), as issued by the Commissioner for Public Employment. The provisions contained in the GVA have been incorporated into this new clause.

## 74. Personal Nominee Electrical License Allowance

This is a new clause.

A new allowance of $5,000 per annum will be available to employees who are suitably qualified and accept the appointment to act as Territory Generation's Personal Nominee Electrical Licence holder in accordance with the *Electrical Safety Act 2022*. This allowance is in recognition of the additional responsibilities associated with this appointment.

## 75. Reimbursement for Damaged Clothes and Tools

This is clause 68 in the current Agreement.

The title of this clause has been amended to better reflect the intent of this clause. Overall, there is no change to this clause.

## 76. Motor Vehicle Allowance

This is clause 69 in the current Agreement. There is no change to this clause.

## 77. First Aid Allowance

This is clause 70 in the current Agreement.

Minor wording added noting that the nationally accredited qualification or equivalent of Provide First Aid may be amended from time to time.

## 78. Skills Allowance for Occupational Health and Safety Advisor

This is clause 72 in the current Agreement.

This clause has a minor amended to confirm that this allowance will count as salary for all purposes.

## 79. Attraction and Retention Payment – Alice Springs

This is clause 74 in the current Agreement.

This clause has been retitled to 'Attraction and Retention Payment – Alice Springs'.

This clause has been improved by an increase from the current annual attraction and retention payment from $1,000 to $2,000, effective from 14 August 2027.

Additionally, employees will receive a further lump sum payment of up to $3,000 on 14 August 2028, and $3,500 on 14 August 2029.

Payment is based on an employee's continuous service over 12 months preceding 14 August each year. Where the employee has less than 12 months continuous service, a pro rata payment will be made proportionate to their length of service during the 12 month period.

### 80. Licence Fee Reimbursement

This is a new clause.

The clause confirms the reimbursement of fees for all employees required to obtain and maintain electrical, Gas Type B and high risk licenses, where such licenses are an inherit requirement of their role.

### 81. Community Language Allowance

This is a new clause.

This is an improved condition providing employees how have bilingual communication skills with an allowance of up to $2,546 per annum (effective from 13 August 2026), where they are directed by the CEO to use these skills in their employment.

### 82. Industry Specific Skills Allowance

This is clause 55 in the current Agreement.

As a reference point, the clause has been retained and amended to reflect the previous payment arrangements, noting the allowance is no longer payable as it has been rolled into annual salary rates in July 2024.

### 83. Northern Territory Allowance

This is clause 71 in the current Agreement.

This clause has been moved to the end of Part E – Allowances and Special Rates. Overall, there is no change to this clause.

## PART F – HOURS OF WORK, SHIFTWORK, MEAL BREAKS AND OVERTIME

### 84. Hours of Work (Non-shiftworkers)

This is clause 75 in the current Agreement.

Transition provisions have been removed due to the introduction of the 36.75 hour week from 9 April 2026.

## 85. Rostered Days Off

This is clause 76 in the current Agreement.

Transition provisions have been removed due to the introduction of the 36.75 hour week from 9 April 2026, (equating to 8.16 hours per day for Trade Technical or non-shift Operator Maintainers, thereby they are entitled to an RDO each fortnight).

## 86. Flexible Working Hours (Flextime)

This is clause 77 in the current Agreement.

Transition provisions removed due to the introduction of the 36.75 hour week from 9 April 2026.

## 87. Work at Public Forums

This is clause 78 in the current Agreement. There is no change to this clause.

## 88. Overtime

This is clause 79 in the current Agreement.

This clause has been improved to provide that in exceptional circumstances, the CEO may approve the payment of overtime to employees above pay point 1 of the Senior Technical Coordinator classification, where the employee has worked and demonstrated completion of the 265 additional hours within a calendar year.

This clause has also been updated by removing the transition provisions relating to the eligibility for the payment of overtime and span of hours as a result of the introduction of the 36.75 hour week from 9 April 2026.

## 89. Call Out Arrangements

This is clause 80 in the current Agreement.

A minor amendment has been made by moving clause 80.5 in the current Agreement, relating to fatigue management to be located under clause 12 - Safety, Health, Welfare, Discrimination and Workloads.

## 90. Meal Breaks and Overtime Meal Allowances

This is clause 82 in the current Agreement. There is no change to this clause.

### 91. Shiftwork

This is clause 83 in the current Agreement.

The changes to this clause include the following:

- Improvement for afternoon shift to start before 6:00 pm (previously 8:00 pm)
- Improvement for night shift to any shift starting at or after 6:00 pm (was 8:00 pm)
- Clarification that penalty rates apply for all ordinary hours on a Saturday, Sunday or Public Holiday (replacing reference to hours between midnight to midnight).
- Removal of the transition provisions as they relate to the introduction of the 36.75 hour week from 9 April 2026
- Structure of a shift roster must not be changed without consultation in accordance with Management of Change (clause 14)
- Shift rosters consider any fatigue related provisions under clause 12 (Safety, Health, Welfare, Discrimination and Workloads).

## PART G – TYPE OF LEAVE AND PUBLIC HOLIDAYS

### 92. Public Holidays

This is clause 84 in the current Agreement. There is no change to this clause.

### 93. Recreation Leave

This is clause 89 in the current Agreement.

Amendments to this clause include:

- Removal of the transition provisions as they relate to the increase to 6 weeks annual accrual of recreation leave entitlements for employees stationed in the Northern Territory.
- For clarity, for the purposes of an additional 7 consecutive days paid recreation leave per year for shift workers will be calculated on the ordinary weekly hours of duty being 36.75 hours.
- Improvement providing employees may access compassionate leave during a period of recreation leave if supported by documentary evidence. The CEO may approve the equivalent period of recreation to be re-credited where this occurs.
- Improvement that employees may accrue up to a maximum of 12 weeks recreation leave before being required to take leave. This increases the previous maximum threshold of 10 weeks. Employees who accrue leave in excess of 12 weeks must take a period of

recreational leave unless the CEO approves a delay in the utilisation of the excess leave due to special circumstances.

## 94. Recreation Leave Loading

This is clause 90 in the current Agreement. There is no change to this clause.

## 95. Christmas Closedown

This is clause 92 in the current Agreement. There is no change to this clause.

## 96. Personal Leave

This is clause 93 in the current Agreement.

This clause has been improved to clarify employees can use personal leave to attend a medical appointment for preventative care, surgical procedures or to discuss health issues for either themselves or to provide care or support for their immediate family or household.

Documentation requirements for attending a medical appointment are a certificate of attendance either from the registered health practitioner or a person who works for the registered health practitioner will also be accepted for a medical appointment to support an immediate family or household member.

This clause also entitles employees to reasonable travel time to attend the medical appointment.

A note has also been added stating employees accessing personal leave without documentary evidence must only access it in accordance with clause 95.1 in the new Agreement.

## Leave Accrual on 12 Hour Shifts

This is clause 94 in the current Agreement.

Due to the reduction to ordinary hours per day to 7.35 hours effective 9 April 2026, recreation and personal leave entitlements will accrue at the same rate. Accordingly, this clause has been removed.

## 97. Infectious Diseases Leave

This is clause 95 in the current Agreement. There is no change to this clause.

## 98. Compassionate Leave

This is clause 85 in the current Agreement.

This clause has been improved to provide that compassionate leave may be used during a period of recreation leave, subject to the notice and evidence requirements.

## 99. Parental Leave

This is clause 87 in the current Agreement.

A typographical fix has been made to other examples used in the Agreement. Where the examples states “at the birth” of the child, this should be “at the commencement of parental leave”, to be consistent with the clause provision examples.

*Examples:*

*Employee with 50 weeks continuous service at the commencement of parental leave receives 12 weeks paid leave (50-38=12) and 40 weeks unpaid leave (52-12=40).*

*Employee with 2 years continuous service at the commencement of parental leave receives 14 weeks paid leave (104-38=66, but the 14 week maximum applies) and 142 weeks unpaid leave (156-14=142).*

*Employee with 4 years and 35 weeks continuous service at the commencement of parental leave receives 15 weeks paid leave and 141 weeks unpaid leave (156-15=141).*

*Employee with 4 years and 35 weeks continuous service at the commencement of parental leave receives 16 weeks paid leave and 140 weeks unpaid leave (156-16=140).*

## 100. Long Service Leave

This is clause 86 in the current Agreement.

This clause has been updated to incorporate the currently long service entitlements for employees from By-law 8, while maintaining the current Territory Generation provisions as contained in the current Agreement.

## 101. Recall or Cancellation of Approved Leave

This is a new clause.

New provisions will provide for employees to be reimbursed travel costs where their pending leave is cancelled, or they are recalled from leave. This would typically only occur to ensure Territory Generation can continue to provide essential services to the community in or following emergency situations (e.g. such as cyclone, flooding or fires), and employees would be consulted prior to any decision to cancel or recall them from leave.

## 102. Flexible Lifestyle (Purchased) Leave

This is clause 22 in the current Agreement. There is no change to this clause other than amending the cross reference of long service leave entitlements to clause 99.3 (previously contained in By-law 8.3).

## 103. Recreation Leave Airfares

This is clause 91 in the current Agreement. There is no change to this clause.

### 104. Domestic, Family and Sexual Violence Leave

This is clause 101 in the current Agreement. There is no change to this clause.

### 105. War Service Leave

This is clause 96 in the current Agreement. There is no change to this clause.

### 106. Defence Service Leave

This is clause 104 in the current Agreement. There is no change to this clause.

### 107. Study Assistance and Leave

This is clause 100 in the current Agreement. There is no change to this clause.

### 108. Cultural Leave

This is clause 102 in the current Agreement. There is no change to this clause.

### 109. Kinship Obligation Leave

This is clause 103 in the current Agreement. There is no change to this clause.

### 110. Foster and Kinship Carers Leave

This is clause 88 in the current Agreement. There is no change to this clause.

### 111. Leave to Engage in voluntary emergency management activities

This is clause 107 in the current Agreement.

The clause has been improved to clarify the leave may be approved for the prevention, preparation AND response or recovery purposes when an emergency event is predicted. The current clause is noted as only providing leave for response and recovery of an emergency event occurs.

The clause also clarifies an auxiliary or volunteer member of the Northern Territory Fire and Rescue Service is one within the meaning of the *Fire and Emergency Management Act 2016.*

### 112. Blood and Plasma Donor Leave

This is clause 106 in the current Agreement.

This clause has been enhanced to include plasma donation.

## 113. Support Living Organ Donor Leave

This is a new clause.

This clause supports employees to participate in the Australian Government's Supporting Living Organ Donor Program. The program provides reimbursement of leave taken to donate an organ, at an equivalent value of the National Minimum Wage Rate.

## 114. Health Screening Leave

This is clause 108 in the current Agreement. There is no change to this clause.

## 115. Gender Transition Leave

This is clause 105 in the current Agreement. There is no change to this clause.

## 116. Leave to Attend Arbitration Business

This is clause 97 in the current Agreement. There is no change to this clause.

## 117. Release to Attend as a Witness

This is clause 98 in the current Agreement. There is no change to this clause.

## 118. Release for Jury Service

This is clause 99 in the current Agreement. There is no change to this clause.

## 119. Special Leave Without Pay

This is clause 109 in the current Agreement. There is no change to this clause.

## Schedule 1 – Salary Structures

Updated to provide for the current salary rates.

## Schedule 2 – Allowances

Updated to provide for current allowance rates in line with the Agreement. Also includes the rates for the new Personal Nominee Electrical Licence Allowance, Responsibility Allowance, Skills and Retention (Steam) Allowance and Community Language Allowance.

The allowance rates for the Industry Specific Skills have been removed as this allowance is no longer payable as it has been rolled into annual salary rates in July 2024.

Also, the payment date of the Attraction and Retention Allowance – Alice Springs has been amended to reflect the effective date of 14 August 2024 being the date the current Agreement was approved by the Fair Work Commission.

The allowance table has been updated to only contain the current rate as of 1 January 2026. The allowance is adjusted in accordance with CPI and as contained in Determination 1 (Review of Allowance) issued 1 January annually by the Commissioner for Public Employment,.

## Schedule 3 – Classification Stream Descriptors and Stream Specific Progression Principles

Classification stream descriptors have been reviewed and updated to clarify a AQF Certificate III requires a relevant trade discipline, or equivalent skills, knowledge and experience. Other updates to this Schedule include job title; cross reference to *2010 – 2013 Power and Water Enterprise Agreement* in relation to former Service Coordinator who translated to the Technical Specialists classification (noting this is a historical provision before T-Gen formed); and replace 'established guidelines' with 'Employment Instruction 1 – Filling Vacancies.

## Schedule 4 - Northern Territory Public Sector Redeployment and Redundancy Entitlements

There is no change to this schedule.

## Schedule 5 – Safety Bonus Table

To improve safety outcomes and eligibility for the corporate safety bonus, the elements for the 'Lead and Lag Time Indicators' have been replaced by Corporate Indicators and the KPI is to be set and agreed annually through the Generation Consultative Committee. The bonus amount is up to $500.

There has been no change to the Individual Safety Initiative Bonus table, however the formatting and layout of the table have been refined.

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**Differences in the Proposed Agreement and variations made to Northern Territory Public Sector Enterprise award 2016 [MA000151] since the current agreement was made**

The current Agreement was made on 27 July 2023. Since this date there have been variations to the Northern Territory Public Sector Enterprise award 2016 [MA000151] (the Award). The variations can be found at Northern Territory Public Sector Enterprise Award 2016 [MA000151] | Fair Work Commission (fwc.gov.au) and include:

***Minimum Wage and Expense Related Allowances***

The variations have included a series of increases to 'expense related allowances' and 'minimum wage adjustments' as part of the Fair Work Commission's annual wage reviews. The proposed agreement provides salary and allowance increases (outlined in Schedule 1 and 2), that are in excess of those provided under the Award (or they are equal to e.g. Northern Territory Allowance).

***Superannuation***

The Award was varied from 9 April 2024 to insert provisions providing that the NES and Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth),* the *Superannuation Guarantee Charge Act 1992 (Cth),* the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth),* deal with the superannuation rights and obligations of employers and employees; and that the rights and obligations in clause 12 (of the Award) supplement those in superannuation legislation and the NES.

It notes employees have the opportunity to choose their own superannuation fund, and if not chosen the employer will make contributions a stapled fund, or if no stapled fund to a compliant fund for the employees' benefit.

The new Agreement include superannuation provisions at clause 55 which provides "The subject of superannuation is dealt with extensively by Commonwealth legislation which govern the superannuation rights and obligations of the parties"; and that " The employer will make the minimum superannuation contributions to a superannuation fund for the benefit of an employee as this will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee."

***Workplace Delegate Rights***

The Award was varied from 1 July 2024 to include 'workplace delegates' rights' provisions. Clause 21 in the new Agreement has been amended to be consistent with the Award provisions. On 23 January 2026 the Award was varied once more to remove ambiguity or uncertainty in the provision, this would apply retrospectively to 1 July 2024. The changes to the Award are reflected in the new Agreement.

***Casual Terms***

The Award was varied from 27 August 2024 to provide updated casual terms, being a pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES (See sections 66A to 66MA of the Act).

The new Agreement has been updated at clause 27 to reflect this change

***Employee Right to Disconnect***

The Award was also varied from 26 August 2024 to include 'employee right to disconnect' provisions. The new Agreement has been updated at clause 42 to be consistent with the Award provisions.