PROPOSED

2026 – 2030 POWER AND WATER

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 *2021 – 2026 Power and Water Enterprise Agreement* (ID AE521233 and ID AE 520629) and reference to the 'new Agreement' means the proposed 2026 – 2030 Power and Water Enterprise Agreement.

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

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

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

   c. updates to references for 'PWC', to 'Power and Water';

   d. 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, no comma or space for four digit numbers); and

   e. changes to address grammar, punctuation and clause numbering updates.

iii. This document is in order of clause numbers 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: https://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

Information on the new Agreement

If you would like further information on the new Agreement, please contact the Employee Relations unit in the Office of the Commissioner for Public Employment on telephone **08 8999 4282.**

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

The title has changed to reflect the 2026 – 2030 Power and Water Enterprise Agreement.

2. National Employment Standards (NES)

There is no change to this clause.

3. Definitions

The definition of:

'Agreement' has been amended to reflect the 2026 – 2030 Power and Water Enterprise Agreement.

'casual employee' is a new definition to align with the provisions under casual employment.

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

'salary' has been updated to 'for the purpose of clause 80 Overtime, an employee's base salary plus any higher duties allowance'.

These amended/new definitions have been updated throughout the Agreement.

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.

This clause has been updated to include the *Northern Territory Public Sector Enterprise Award 2016* number '(MA000151)'.

6. Objectives of Agreement

This clause has been amended to include reference that Power and Water must operate within the Statement of Corporate Intent.

7. Code of Conduct and Standards of Behaviour

This clause name has been amended to include 'Standards of Behaviour' and includes reference to Power and Water's Standards of Behaviour.

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 2 – CONSULTATION AND DISPUTE RESOLUTION

12. Health and Safety

This is clause 8 in the current Agreement.

This clause has been amended to include the following references:

- Where reasonably practicable, minimise the impact of psychosocial risks in the workplace.
- 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.
- Inclusion of a number of key policies and procedures relating to appropriate workplace behaviours.

Additionally, fatigue management and work arrangements previously under clause 75 (Call Out Arrangements) in the current Agreement has been included under this clause in the new Agreement.

This clause has also been updated to remove references to reviews and updates to procedures that have been completed.

13. Dispute Settling Procedures

This clause name has been amended to 'settling'.

There is no change to this clause.

14. Management of Change

This is clause 16 in the current Agreement.

The clause has been updated with technical changes in line with the *Fair Work Act 2009* (FW Act).

15. Joint Consultative Committee

This clause has been updated to remove reference to the specific working groups.

16. Use of Contractors for Core Work

This is clause 29 in the current Agreement.

Overall, there is no change to this clause, however reference to Industry Specific Skills Allowance has been removed as it is no longer available. Also change “Operator” to “Controller”.

17. Resourcing

This is clause 34 in the current Agreement.

This clause has been amended to remove the reference that Power and Water must operate within the Statement of Corporate Intent as this is now in clause 6 (Objectives of the Agreement).

18. Work Organisation

This is clause 35 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 ‘vehicle location’ 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 Technologies and Artificial Intelligence

This is a new clause in the Agreement.

This clause recognises the development of new technologies in areas such as power, water and sewage networks systems and the introduction of artificial intelligence have the potential to change the roles and responsibilities of employees.

The clause includes provisions for consultation in alignment with the Management of Change (clause 14) and provides a commitment that notification will include details of proposed timelines and identify which areas will be impacted. Further the clause provides that where Power and Water implement and manage new technologies with in-house resources, that appropriate recruitment, training and development opportunities will be provided to develop an in-house capacity to operate and maintain the new technologies.

The clause also outlines that Power and Water will undertake job evaluation or classification review processes to ensure that positions are classified correctly.

21. Workplace Delegate Rights

This is clause 38 in the current Agreement.

This clause name has been amended from ‘Union Related Mattes’ to ‘Workplace Delegate Rights’.

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 3 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

22. Recognition of Prior Employment

This is clause 21 in the current Agreement.

There is no change to this clause.

23. Types of Employment

This is clause 22 in the current Agreement.

There is no change to this clause.

24. Full-Time Employment

This is clause 23 in the current Agreement.

This clause has been updated to remove the transition provisions due to the introduction of the 36.75 hour week from 9 April 2026.

25. Part-Time Employment

This is clause 24 in the current Agreement.

This clause has been updated to remove the transition provisions due to the introduction of the 36.75 hour week from 9 April 2026.

26. Fixed Period Employment

This is a new clause in the Agreement.

This clause is consistent with changes made to the *Fair Work Act 2009* (Cth) 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 is clause 25 in the current Agreement.

This clause has been updated to clarify 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.

- 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 Flexibility Arrangements

This is clause 17 in the current Agreement.

This clause has been updated for consistency with the FW Act.

29. Variation to Working Arrangements for Groups of Employees

This is clause 18 in the current Agreement.

There is no change to this clause.

30. Flexible Work – General Principles and Requirements

This is clause 19 in the current Agreement.

This clause has been improved to clarify that:

- Requests 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 26 in the current Agreement.

This clause has been improved to include:

- Where reasonably practicable Power and Water will provide Apprentices with rotations to ensure they have enough exposure across the trade to assist the Apprentice in the completion of their apprenticeship.

- Within the first 12 months of the successful completion of their apprenticeship, an Apprentice may be selected without advertising to an ongoing vacancy. The employee may be appointed as a Trade Technical.

Also, reference to the study of apprentice employment has been removed as this has been completed.

32. Graduates

This is clause 27 in the current Agreement.

There is no change to this clause.

33. Trainees

This is clause 28 in the current Agreement.

There is no change to this clause.

34. Probation

This is clause 30 in the current Agreement.

There is no change to this clause.

35. Termination, Resignation or Abandonment of Employment

This is clause 31 in the current Agreement.

There is no change to this clause.

36. Relief for Regional Centres

This is clause 76 in the current Agreement.

This clause has also been updated to remove reference to the resourcing strategy as has been completed.

37. Training and Development

This is clause 32 in the current Agreement.

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

38. Timesheet Recording

This is clause 33 in the current Agreement.

There is no change to this clause.

39. Remote Localities

This is clause 36 in the current Agreement.

There is no change to this clause.

40. Laundry Facilities

This is clause 37 in the current Agreement.

There is no change to this clause.

41. Right to Disconnect

This is a new clause in the Agreement.

This clause is consistent with changes made to the *Fair Work Act 2009* (Cth) and the Modern Award that provides:

- employees have a right to refrain from work-related communications and activities outside of working hours;
- when it's reasonable to disconnect from work; and
- when it's reasonable for the employer to contact the employee.

42. Diversity and Disability in the Workplace

This is a new clause in the Agreement.

This 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 and senior employees.

PART 4 – RATES OF PAY AND RELATED MATTERS

43. Salaries and Allowances

Clause 39 (Rates of Pay), clause 40 (Adjustment in Salaries and Allowances) and clause 41 (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 High Voltage Allowance has been identified to be adjusted in accordance with the above salary increases.

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.

Technical Coordinator Salary Restructure

A new Technical Coordinator salary structure will apply from the commencement of this Agreement providing the following:

- removal of pay points 1 and 2 of the Technical Coordinator salary range provided for under *2021-2026 Power and Water Enterprise Agreement* (the previous Agreement); and
- retention of pay points 3 to 6 of the previous Agreement, with salary increases applied accordance with the headline pay increases of 3% per annum.

Employees employed at the pay points 1 and 2 of the current Agreement immediately prior to the commencement of the new Agreement shall:

- transition to the new minimum Technical Coordinator pay point 1 on commencement of the new Agreement (i.e. equivalent to pay point 3 of the current Agreement); and
- receive back pay effective from 16 July 2026, being the difference between their nominal salary (i.e. pay point 1 or pay point 2 in the current Agreement), and the new minimum Technical Coordinator pay point 1 (refer table below):

Technical Coordinator	Salary effective 17/7/2025	New minimum pay point 1 - 16/7/2026	Difference per annum
Pay point 1	$148 139	$166 834	$18 695

Technical Coordinator	Salary effective 17/7/2025	New minimum pay point 1 - 16/7/2026	Difference per annum
Pay Point 2	$154 911	$166 834	$11 923

44. 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).

45. Controller Salary Arrangements

This is clause 42 in the current Agreement.

This clause name has been amended from ‘System Control Operator Salary Arrangements’ to ‘Controller Salary Arrangements’.

‘Operators’ have also been renamed to ‘Controllers’ and the below role titles have been changed to suit the role descriptions:

- Assistant System Controller to Network Controller
- Senior System Controller to Senior Network Controller
- System Controller to Generation Controller

The annualised allowance for Network and System Controllers will be 43% and will incorporate the recognition of all shiftwork provisions, and Availability Allowance provisions (i.e. being available for 4 hours before and after each shift).

With the removal of the additional 96 hour overtime component, Controllers will be entitled to overtime payments for all additional hours worked. The Agreement is also improved to provide that the annualised allowance will to be payable in lieu of recreation leave on resignation.

Further to the introduction of the Interim Service Coordinator salaries during the term of the current Agreement, and the restricting of a new 3 level Generation and Network Controller classification in the new Agreement, the **top of band bonus** for Senior Network Controllers will be $3,250.

For clarity, the following has been included:

- Consideration to be given to previously approved leave periods (e.g. Christmas, Easter and school holidays etc) to ensure equity to leave during these periods.
- Shift Penalty Payments for Public Holidays has been updated to incorporate all current gazetted Public Holiday’s.

46. NTESMO Structural Separation

This is a new clause.

This clause recognises that during the life of this Agreement, structural reform may occur resulting from the implementation of the *Electricity System and Market Operator Act 2025*, with the separation of the Northern Territory Electricity System and Market Operator (NTESMO) from the Power and Water.

This clause includes for where, as a result of structural separation, an employee covered by this Agreement is required to perform work within NTESMO, that the employee will continue to be covered by the terms and conditions of this new Agreement and will continue to apply until such time as a new enterprise agreement for NTESMO and has been negotiated.

47. Technical Coordinator Salary Arrangements

This is clause 43 in the current Agreement.

This clause has been updated to replace the 265 additional hours per annum currently required by Technical Coordinators to 12 hours per fortnight, before they would be eligible to receive overtime payments.

Senior Technical Coordinators would also gain access to overtime payments after 12 hours additional hours per fortnight, in exceptional circumstance such as a Northern Territory declared emergency or, where an Incident Management Team is stood up, or where the CEO otherwise deem it exceptional.

All additional hours worked that require attendance at the workplace or a worksite will be counted on a one-for-one basis when calculating the 12 additional hours per fortnight threshold.

Where an employee responds to telephone calls or computer alarms, without being required to attend the workplace or a worksite, a minimum of one hour (currently 1.5 hours) will be applied towards the calculation of the 12 additional hours per fortnight, to assist in offsetting the improved access to overtime arrangement.

The new provisions require the mandatory recording of all additional hours of work performed by employees in these classifications. Power and Water acknowledge that there are various ways to capture additional hours, and working toward a consistent approach across all areas.

Additionally, Technical Coordinators and Senior Technical Coordinators will be required to record all additional hours worked to support the management of workloads.

48. Corporate Safety Initiative

This is clause 44 in the current Agreement.

In support of Power and Water's 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 breach of safety within the MyPlan cycle.

49. Pay Progression

This is clause 45 in the current Agreement.

For clarity, this clause has been amended to include that where:

- An employee is promoted within the MyPlan cycle, they will be eligible for:
    - pay progression or Top of Band Bonus where they have completed a minimum of 6 months at the respective pay point/classification to which they where promoted; or

      Note: To receive a Top of Band Bonus the employee must been at the top of band for more than 6 months in the classification to which they were promoted.

    - payment of the Top of Band Bonus at the previous nominal classification where the employee has completed more than 6 months at the top of band of that classification.

      Note: The above requirements are subject to meeting MyPlan performance provisions at the respective classification being applied.

- An employee will be ineligible for pay progression where the employee:
    - has not completed the mandated training or any identified training required for the employee's role within the MyPlan cycle; or

      Note: This 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 or operational purposes.

    - has not completed timesheet recording requirements as required under clause 38 for an employee's role within the MyPlan cycle; or

    - has been subject to a formal performance improvement plan where there has been identified and documented performance concerns required by an employee in their role and within the MyPlan cycle.

50. Performance Achievement

This is clause 46 in the current Agreement.

Remove reference to the performance achievement cycle 2022 – 23; 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.

Clarifies that employees are required to participate in the MyPlan process irrespective whether they wish to be considered for pay progression on bonus payments.

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

- has not completed the mandated training or any identified training required for the employee's role within the MyPlan cycle; or

  Note: This 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 or operational purposes..

- has not completed timesheet recording requirements as required under clause 38 for an employee's role within the MyPlan cycle; or

- has been subject to a formal performance improvement plan where there has been identified and documented performance concerns required by an employee in their role and within the MyPlan cycle.

Additionally, the clause clarifies that an employee's end of cycle MyPlan must be competed by 30 September annually.

Simplification of the MyPlan review process where an employee is unsatisfied about a proposed MyPlan or outcome.

Additional discretion provided to the Senior Manager People to apply discretion in circumstances where an employee receives a score below 3.

The Bonus Payment table has been updated to include the following classifications:

- Graduates (ACS and PR)
- Network Controller (previously Operator)
- Senior Network Controller (previously Senior Operators)
- Generation Controller (previously Senior Operators)
- Trade Assistant

Additionally, the Top of Band Bonus for Senior Network Controllers increased to $ 3 250.

51. Pay Point on Promotion Technical Coordinators (TCs)s and Science and Engineering Professionals (PRs)

This is clause 47 in the current Agreement.

This clause name has been amended to include 'TCs and PRs'.

Reference to Trade Technical 9 to Trade Technical 11 pay progression has been removed as a result of the Technical Coordinator restructure that removes of pay point 1 and pay point 2 in the current Agreement.

52. Superannuation

This is clause 48 in the current Agreement.

There is no change to this clause.

53. Salary Sacrifice for Employer Superannuation

This is clause 49 in the current Agreement.

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

54. Salary Sacrifice Packaging

This is clause 50 in the current Agreement.

There is no change to this clause.

PART 5 – ALLOWANCES AND SPECIAL RATES

55. Dual Trade Market Allowance

This is clause 52 in the current Agreement.

There is no change to this clause.

56. Availability Allowance

This is clause 53 in the current Agreement.

There is no change to this clause.

57. Consolidated Disability Allowance

This is clause 54 in the current Agreement.

Minor wording change to reflect Operators to Controllers. No further changes made to clause.

58. Extra Duty Allowance

This is clause 55 in the current Agreement.

This clause has been amended to clarify that the annual forecast of work will consider periods of approved paid leave and where an employees leave may result in the forecasted hours not being performed that corrective action will include ceasing or reducing the allowance accordingly.

59. Higher Duties Allowance

This is clause 56 in the current Agreement.

This clause has been amended to include that where an employee's nominal role has not been back filled and the employee is required to perform partial duties of that role, the CEO may approve the continuation of allowances (specific to the employee's nominal role) for the duration of the higher duties.

Additionally, the clause has clarified that when an employee is acting in Executive Contract positions, the allowance for Consolidated Disability, Extra Duty and High Voltage (HV) and a current period of higher duties allowance will be considered as remuneration.

60. Professional Development Allowance

This is clause 57 in the current Agreement.

There is no change to this clause.

61. Pre-eminent Professional Allowance

This is clause 58 in the current Agreement.

There is no change to this clause.

62. High Voltage (HV) Allowance

This is clause 59 in the current Agreement.

This clause name has been amended from 'HV Field Operator Allowance'.

This clause has been expanded to have two tiers. The current HV allowance to be:

- Increased from $115 to $180 per fortnight for employees who are permanently residing in a regional or remote area and who undertakes complex HV switching on a regular basis.
- Increased from $115 to $220 per fortnight for employees who are performing the duties of a HV Field Operator on a full time basis or working within a HV Field Operator role on a full time basis continuously for a minimum period of 4 weeks.

Both allowances will be adjusted in line with the annual salary increases during the term of the new Agreement.

The requirement to be employed in the role of 'Linesman and/or Electrical Fitter Mechanic' has also been removed from the clause.

63. Relocation Allowance

This is clause 60 in the current Agreement.

There is no change to this clause.

64. Relocation Expenses – Employment or Transfer

This is clause 61 in the current Agreement.

There is no change to this clause.

65. Team Leader Allowance

This is clause 62 in the current Agreement.

For clarity, for the payment of Team Leader Allowance, classifications identified in Determination 1101 of 2023 have been incorporated into the clause and included:

(a) Administrative and Corporate Services Band 2;

(b) Science and Engineering Professional Band 2;

(c) Network Controllers;

(d) Trade Technical; and

(e) Technical Specialists (up to and including pay point 3.

66. Travelling Allowance

This is clause 63 in the current Agreement.

There is no change to this clause.

67. Hardship Accommodation Allowance

This is clause 64 in the current Agreement.

There is no change to this clause.

68. Tool Allowance

This is clause 65 in the current Agreement.

This clause has a minor amendment to confirm that this allowance will be payable during periods of approved paid leave and remove the reference to 'counts as salary for all purposes'.

69. Reimbursement for Damaged Clothes and Tools

This is clause 66 in the current Agreement.

This clause name has been amended to include 'Reimbursement for'.

There is no change to this clause.

70. Motor Vehicle Allowance

This is clause 67 in the current Agreement.

There is no change to this clause.

71. First Aid Allowance

This is clause 68 in the current Agreement.

This clause has a minor amendment to note that the nationally accredited qualification or equivalent of Provide First Aid may be amended from time to time.

72. Attraction and Retention Payments (Technical Employees)

This is a new clause in the Agreement.

This clause has been introduced to support the attraction and retention of technical employees to live and work in designated regional and remote locations i.e. Alice Springs, Katherine, Tennant Creek and Yulara.

Employees who reside and work in an eligible location will be paid a lump sum calculated as at the commencement date of the Agreement and paid every 2 years thereafter. New employees will receive the allowance on a pro rata basis in line with the payment dates for existing employees.

Payment rates are $6,000 every 2 years for employees residing in Alice Springs and Katherine and $20,000 every 2 years for employees residing in Tennant Creek or Yulara.

73. Community Language Allowance

This is a new clause in the Agreement.

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.

74. Industry Specific Skills Allowance

This is clause 51 in the current Agreement.

This clause has been retained and amended as a reference point, 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.

75. Northern Territory Allowance

This is clause 69 in the current Agreement.

There is no change to this clause.

PART 6 – HOURS OF WORK, SHIFTWORK, MEAL BREAKS AND OVERTIME

76. Hours of Work (Non-shiftworkers)

This is clause 70 in the current Agreement.

This clause has been updated to remove the transition provisions due to the introduction of the 36.75 hour week from 9 April 2026.

77. Rostered Days Off – TCs and TTs

This is clause 71 in the current Agreement.

The provisions of this clause are now extended to Senior Technical Coordinators and Technical Coordinators on the basis of excluding access to flextime.

This clause has been updated to remove the transition provisions due to the:

- introduction of the 36.75 hour week from 9 April 2026 and
- reduction of working 8.33 hours per day to 8.16 hours per day for Trade Technical, thereby they are entitled to an RDO each fortnight.

78. Flexible Working Hours (Flextime)

This is clause 72 in the current Agreement.

This clause has been updated to remove the transition provisions due to the introduction of the 36.75 hour week from 9 April 2026.

The clause also excludes access to flexitime for Technical Coordinators given the extension of the RDO arrangements in clause 77 in the new Agreement.

79. Work at Public Forums

This is clause 73 in the current Agreement.

There is no change to this clause.

80. Overtime

This is clause 74 in the current Agreement.

This clause has been updated to remove the transition provisions relating to the eligibility for the payment of overtime and span of hours due to the introduction of the 36.75 hour week from 9 April 2026.

Additionally, the clause has been improved to allow Technical Coordinators to be eligible for overtime payments upon the completion of the 12 additional hours component in accordance with the Technical Coordinator Salary Arrangements (clause 47) in the new Agreement.

Senior Technical Coordinators would also gain access to overtime payments after 12 hours additional hours per fortnight, in exceptional circumstance such as a Northern Territory declared emergency or, where an Incident Management Team is stood up, or where the CEO otherwise deem it exceptional.

All additional hours worked that require attendance at the workplace or a worksite will be counted on a one-for-one basis when calculating the 12 additional hours per fortnight threshold.

Improvements have also been made to the Rest Relief – Telephone Calls and Computer Alarms. For clarity, the following has been included:

- For the purposes of this clause, an interruption to rest arising from telephone calls or computer alarms will be considered with regard to the frequency and duration of the disturbances.
- Where an employee receives multiple telephone calls or computer alarms over an extended period such that they are unable to obtain a continuous rest period of at least 4 hours, the disturbance will be taken to constitute a material interruption to rest, and the employee will be entitled to rest relief.

The clause also provides for minimum payments for non-continuous overtime which states that a minimum payment of 4 hours will be paid however 'subsequent attendances occurring within the minimum payment period will not count as a separate attendance' and a note has been added to clarify the definition of 'scheduled or pre-planned' overtime.

The clause also provides for previously excluded Trade Technical employees and Technical Coordinators to be eligible for excess traveling time payments, when the employee required to travel to or from or between regional and/or remote locations. For Technical Coordinators, eligibility is subject to the completion of the 12 additional hours per fortnight.

To avoid any doubt, Senior Technical Coordinators are excluded from excess travelling time payments however, they are entitled to access TOIL subject to completion of 12 additional hours per fortnight.

81. Call Out Arrangements

This is clause 75 in the current Agreement.

A minor amendment has been made to this clause as the fatigue management and work arrangements have been moved to clause 12 (Health and Safety) in the new Agreement.

Additionally, the provisions in the new Agreement will be improved and simplified to remove the current complexity to apply stand down provisions where there has been multiple call outs of less than 3 hours in between shifts (i.e. the parameters of it needing to be between 10:00 pm and 1.5 hours before a normal start time will be removed).

82. Meal Breaks and Overtime Meal Allowances

This is clause 77 in the current Agreement.

There is no change to this clause.

83. Shiftwork

This is clause 79 in the current Agreement.

The changes to this clause include the:

- Removal of the transition provisions due to the introduction of the 36.75 hour week from 9 April 2026.

- Inclusion of a shift-rostered may not be changed without consultation in accordance with clause 14 (Management of Change) and they need to consider the fatigue related provisions as outlined in clause 12 (Health and Safety).

- For clarity the provisions have been amended to provide clarity that penalty rates apply for all ordinary hours on Saturday, Sunday and public holidays (replacing reference to hours between midnight to midnight).

PART 7 – TYPE OF LEAVE AND PUBLIC HOLIDAYS

84. Public Holidays

This is clause 80 in the current Agreement.

There is no change to this clause.

85. Recreation Leave

This is clause 85 in the current Agreement.

The changes to this clause include the below:

- 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.

- 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.

- The reduction of recreation leave entitlements will be based on the actual period an employee is absent from rostered work i.e. one for one basis.

- 'Illness During Leave' clause has been incorporated into the new 'Personal Leave and Compassionate Leave' clause.

- Inclusion of 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.

86. Personal Leave

This is clause 88 in the current Agreement.

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

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

Additionally, the clause also entitles employees reasonable travel time to attend the appointment.

For clarity, paid personal leave shall be deducted on the actual period an employee is absent from rostered work i.e. one for one basis.

87. Compassionate Leave

This is clause 81 in the current Agreement.

This clause has been updated to include 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.

88. Long Service Leave

This is clause 82 in the current Agreement.

This clause has been amended to align with and include the provisions currently provided in By-law 8 into the new Agreement whilst maintaining the current Power and Water Specific provisions.

89. Parental Leave

This is clause 83 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).

90. Recall or Cancellation of Approved Leave

This is a new clause in the Agreement.

This clause has been introduced to reimburse employees for travel costs that are unable to be reimbursed should Power and Water require the employee to be recalled from leave or cancel the employees leave prior to commencement, due to an emergency situation’s (e.g. cyclone, flooding or fire).

91. Recreation Leave Loading

This is clause 87 in the current Agreement.

There is no change to this clause.

92. Recreation Leave Airfares

This is clause 78 in the current Agreement.

There is no change to this clause.

93. Flexible Lifestyle (Purchased) Leave

This is clause 20 in the current Agreement.

There is no change to this clause.

94. Christmas Closedown

This is clause 86 in the current Agreement.

There is no change to this clause.

95. Infectious Diseases Leave

This is clause 89 in the current Agreement.

There is no change to this clause.

96. War Service Leave

This is clause 90 in the current Agreement.

There is no change to this clause.

97. Defence Service Leave

This is clause 98 in the current Agreement.

There is no change to this clause.

98. Study Assistance and Leave

This is clause 94 in the current Agreement.

There is no change to this clause.

99. Cultural Leave

This is clause 96 in the current Agreement.

There is no change to this clause.

100. Kinship Obligation Leave

This is clause 97 in the current Agreement.

There is no change to this clause.

101. Domestic, Family and Sexual Violence Leave

This is clause 95 in the current Agreement.

There is no change to this clause.

102. Foster and Kinship Carers Leave

This is clause 84 in the current Agreement.

There is no change to this clause.

103. Leave to Engage in Voluntary Emergency Management Activities

This is clause 101 in the current Agreement.

This clause has been improved to provide 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 within the meaning of the *Fire and Emergency Management Act 2016*.

104. Blood and Plasma Donor Leave

This is clause 100 in the current Agreement.

This clause has been enhanced to include plasma donation.

105. Supporting Living Organ Donor Leave

This is a new clause in the Agreement.

This clause has been introduced to allow employees to participate in the Australian Government's Supporting Living Organ Donors Program. The program provides reimbursement of leave at the National Minimum Wage Rate.

106. Health Screening Leave

This is clause 102 in the current Agreement.

There is no change to this clause.

107. Gender Transition Leave

This is clause 99 in the current Agreement.

This clause has had a minor wording amendment to clarify the delegation for requests of this leave. There is no change to the current entitlement.

108. Leave to Attend Arbitration Business

This is clause 91 in the current Agreement.

There is no change to this clause.

109. Release to Attend as a Witness

This is clause 92 in the current Agreement.

There is no change to this clause.

110. Release for Jury Service

This is clause 93 in the current Agreement.

There is no change to this clause.

111. Special Leave Without Pay

This is clause 103 in the current Agreement.

There is no change to this clause.

Schedule 1 – Salary Structures

Updated to provide for the current salary rates in line with the Agreement.

Schedule 2 – Allowances

Updated to provide for current allowance rates in line with the Agreement.

Schedule 3 – Classification Stream Descriptors and Stream Specific Progression Principles

Classification Stream Descriptors have been reviewed and the changes to this clause include the below:

- Updated example positions in Administrative and Corporate Services and Technical Coordinator classifications with current roles.
- Clarify a AQF Certificate III requires a relevant trade discipline, or equivalent skills, knowledge and experience in the Trade Technical and Technical Coordinator classifications.
- Include a Power and Water or other appropriate 'graduate program'.
- Inclusion of 'existing Technical Coordinator or Senior Technical Coordinator' employees entry/progression requirements.
- Inclusion of 'existing Trade Technical' employees entry/progression requirements.
- Removal of 3.6.3 provision for pay parity as the review has been completed and implemented.
- At 3.4.2(h) includes the cross reference to *2010 – 2013 Power and Water Enterprise Agreement* in relation to former Service Coordinator who translated to the Technical Specialists classification; and at 3.5.2(i) replace 'established guidelines' with 'Employment Instruction 1 – Filling Vacancies.

As a result of renaming of the **'Operator' classification to 'Controller'**, further amendments were made to role titles to align to the role responsibilities. The updates include:

- Operator role title will be amended to Network Controller (NC) and;
    - Inclusion of AQF III 'in a relevant discipline (e.g. power systems, generation).
    - Inclusion of a NC 'in training' classification and salary to align.
    - On attainment of 'Authorised Status' a NC will then progress to pay point 1 of the NC salary.
    - Removal of the entry processes for employees to be appointment above pay point 1 of the Operator classification in recognition of relevant skills and experience.

- Inclusion of when an NC commences training in a Generation Controller position they will maintain their current salary if that is higher than the Generation Controller in training salary.

- Senior Operator role title will be amended to Senior Network Controller (SNC) and;
  - Reduction from a Certificate IV requirement to a Certificate III.
  - Inclusion of a SNC 'in training' classification and salary to align.
  - On attainment of 'Authorised Status' a SNC will then progress to pay point 1 of the SNC salary.
  - Removal of the mandatory minimum entry qualifications for a Senior Operator.
- Inclusion of Classification Stream Descriptor for a Generation Controller (GC) and;
  - Inclusion of mandatory minimum entry requirements for a GC.
  - Inclusion of a GC 'in training' classification and salary to align.
  - Inclusion of on attainment of 'Authorised Status' a GC will then progress to pay point 1 of the SNC salary.
  - Inclusion of the requirements to progress from a GC to a SNC.
  - Inclusion of when an GC commences training in a SNC position they will maintain their current salary if that is higher than the Senior Network Controller in training salary.

Schedule 4 – Northern Territory Public Sector Redeployment and Redundancy Entitlements

There is no change to this schedule.

Schedule 5 – Safety Bonus Table

There has been a minor update to include Power and Water's Standards of Behaviour and removal to complete one Safety Engagement per quarter.

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 30 May 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 52 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. The new Agreement provides an updated Workplace Delegates rights provision at clause 21. 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 41 to be consistent with the Award provisions.