2026 – 2030

Territory Generation Enterprise Agreement

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PART A – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement will be known as the *2026 - 2030 Territory Generation Enterprise Agreement*.

2. National Employment Standards (NES)

The provisions of this Agreement are to be read in conjunction with the National Employment Standards to the extent that if this Agreement provides a lesser entitlement than the National Employment Standards, the National Employment Standards will apply.

3. Definitions

For the purpose of this Agreement:

(a) **additional hours** is work performed in excess of ordinary hours of duty or, in the case of part-time employees, work performed in excess of agreed hours;

(b) **Agreement** means the *2026 - 2030 Territory Generation Enterprise Agreement*;

(c) **AQF** means Australian Qualification Framework;

(d) **casual employee** is defined in the PSEM Act and is outlined in clause 27.1 (Casual Employment);

(e) **CEO** means the Chief Executive Officer of Territory Generation or their delegated officer where applicable;

(f) **child** means birth, an adopted, step, or adult child;

(g) **consultation** means the timely exchange of relevant information and ideas in such a manner that the parties have the actual and genuine opportunity to influence the outcome;

(h) **continuous service** in relation to a period of service by an employee, means a period of service with the employer, during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory;

(i) **continuous shiftworker** means a shiftworker participating in a rotating shift roster characterised by consecutive shifts covering 24 hours a day, 7 days per week;

(j) **counts as salary for all purposes** means the allowance is deemed to form part of an employee's base salary when calculating paid leave (including long service leave), payments in lieu of paid leave, recreation leave loading, overtime and shift penalties, redundancy payments, superannuation and workers' compensation subject to any relevant governing legislation. Unless specifically stated within the relevant clause, an allowance, loadings, overtime, penalty rates or bonuses do not count as salary for any purpose subject to any governing legislation;

(k) **Commissioner** means the Commissioner for Public Employment in the Northern Territory;

(l) **day**, for the purpose of clause 88 (Overtime), means from midnight to midnight;

(m) **de facto partner** means:

(i) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

(ii) includes a former de facto partner of the employee.

(n) **determination** means a determination made by the employer under the PSEM Act;

(o) **employee** means a person employed within Territory Generation under the PSEM Act;

(p) **employee achievement plan** means an individual achievement process under Territory Generation's performance achievement system, which includes performance and development portions;

(q) **employer** means the Commissioner;

(r) **ELT** means the Territory Generation Executive Leadership Team;

(s) **excess travelling time** means the difference between the usual time taken to travel to and from an employee's normal place of work, and the time taken to travel to and from a temporary place of work, where such travel is undertaken outside of ordinary time;

(t) **extended family** means:

(i) a spouse of the employee's child (e.g. daughter-in-law);

(ii) a spouse of the employee's sibling (e.g. sister-in-law); or

(iii) an aunt, uncle, niece, nephew or first cousin of the employee.

(u) **Fair Work Commission** means the body established under the *Fair Work Act 2009* (Cth) to administer that Act;

(v) **fixed period employee** is defined in the PSEM Act and means an employee employed for a time specified in a contract of employment, other than casual employment;

(w) **FW Act means** the *Fair Work Act 2009* (Cth) as amended from time to time;

(x) **GCC** means the Generation Consultative Committee;

(y) **immediate family** means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild, or sibling of a spouse or a de facto partner of the employee.

(z) **medical certificate** means a certificate signed by a registered health practitioner;

(aa) **month** means a calendar month;

(bb) **mutual agreement** means an agreement which has been arrived at between directly affected employees and Territory Generation, without duress being applied to either party;

(cc) **National Employment Standards** or **NES** means the minimum employment standards applying under Chapter 2 of Part2-2 of the *Fair Work Act 2009* (Cth);

(dd) **NTPS** means the Northern Territory Public Sector;

(ee) **ongoing employee** is defined in the PSEM Act and means being employed until the employee resigns or the employment is terminated under PSEM Act;

(ff) **ordinary time means**, for the purpose of clause 88 (Overtime), the ordinary hours prescribed in clause 84 (Hours of Work (Non-shiftworkers)) and days that an employee is usually required to work;

(gg) **overtime** means, for the purpose of clause 88 (Overtime), additional hours, other than ordinary time, that would attract an overtime payment as applicable clause 88 (Overtime);

(hh) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;

(ii) **PPE** means Personal Protective Equipment;

(jj) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act 1993* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations as varied from time to time, made under that Act;

(kk) **PSEM By-law** means a By-law made under section 60 of the PSEM Act, as amended from time to time;

(ll) **reasonable business grounds** means the following, but is not limited to:

(i) excessive costs of accommodating the request;

(ii) that there is no capacity to change the work arrangements of other employees to accommodate the employee request;

(iii) that it would be impractical to change the working arrangements of other employees; or recruit new employees, to accommodate the request;

(iv) that there is likely to be a significant loss of efficiency or productivity; or

(v) that there is likely to be a significant negative impact on customer service.

(mm) **registered health practitioner** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type);

(nn) **RDO** means rostered day off;

(oo) **salary means**, for the purpose of clause 88 (Overtime), an employee's base salary plus any higher duties allowance;

(pp) **shiftworker** for the purposes of the NES and this Agreement, means an employee who is designated by Territory Generation to participate in a rotating shift roster cycle on any of the 7 days of the week and is regularly rostered to perform work on Sundays and Public Holidays;

(qq) **spouse** includes a former spouse;

(rr) a **stillborn child** means a child as defined by s 77A(2) of the FW Act;

(ss) **Territory Generation Band 2.3** means the salary that an employee receives at the third pay point of Band 2 in the Territory Generation Administrative and Corporate Service Officer salary structure;

(tt) **TOIL** means Time off in Lieu and is additional time accrued and taken on a time for time (single time) basis;

(uu) **union** means a union party covered by this Agreement in accordance with clause 4; and

(vv) **year** means, for the purpose on clause 93 (Recreation Leave), a calendar year.

4. Parties Covered by this Agreement

This Agreement covers the:

(a) Commissioner;

(b) Association of Professional Engineers, Scientists and Managers, Australia also known as Professionals Australia (PA);

(c) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union also known as Australian Manufacturing Workers Union (AMWU);

(d) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia also known as Electrical Trades Union (ETU);

(e) Community and Public Sector Union (CPSU); and

(f) employees employed within Territory Generation in a classification set out in Schedule 1.

5. Relationship to PSEM Act and Award

5.1 This Agreement will be read and interpreted in conjunction with the PSEM Act to the extent that it applies, and will prevail over the PSEM Act to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.

5.2 The PSEM By-laws do not apply to employees covered by this Agreement, however:

(a) By-law 26 (Northern Territory Allowance), subject to clause 83;

(b) By-law 33 (Recreation Leave Airfares);

(c) By-laws 42 to 44 (Remote Locality Provisions); and

Note: The application of PSEM By-laws 42 to 44 are subject to the provisions of clause 40 of this Agreement dealing with Remote Localities.

(d) By-laws 45 to 54 (Compulsory Transferees);

as varied from time to time, are to be applied as if terms, conditions and entitlements otherwise provided under the Agreement.

5.3 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws and Determinations will not be unilaterally varied without consultation and agreement with the affected parties prior to the formalisation of an amendment.

5.4 The parties acknowledge that the terms and conditions of the *Northern Territory Public Sector Enterprise Award 2016* (MA000151) do not apply whilst this Agreement is in effect.

6. Objectives of Agreement

6.1 The parties acknowledge:

(a) that Territory Generation must operate within the Statement of Corporate Intent;

(b) that a cooperative approach is necessary to effectively implement this Agreement;

(c) that continuous improvement strategies, such as improved human resource practices, flexibility in working arrangements and work methods, skills enhancement, individual development, professional development programs, asset growth, and new business opportunities, are necessary to ensure the efficiency and productivity of Territory Generation, whilst at the same time improving and maintaining ongoing employment opportunities, and specifically employment security;

(d) the need to jointly examine and consider all options when pursuing improvement strategies to ensure the achievement of the most cost-effective and productive outcomes; and

(e) the Commissioner commits there will be no reduction in current or future employee rights and entitlements as provided in By-laws and Determinations, including the provision of allowances and leave arrangements, for the term of the Agreement.

6.2 The parties will continue to strive towards productivity improvements during the life of this Agreement, including:

(a) avoiding injury to our people or damage to our assets and the environment;

(b) improved quality of service;

(c) more responsive solutions to client demands;

(d) more cost-effective management and work practices;

(e) better use of employees' skills;

(f) improved accountability, governance and administrative arrangements;

(g) improved access to and use of new technologies; and

(h) commitment to and achievement of organisational strategic objectives.

7. Code of Conduct

Employees are required to undertake their duties, having regard to Employment Instruction 12 – Code of Conduct and the Territory Generation Code of Conduct, which may be amended from time to time. A copy of the Codes of Conduct will be provided to each new employee as part of the employee's induction.

8. Employment Security

8.1 While recognising that reorganisation and changes to staff numbers arising from various factors occur within Territory Generation, the parties agree that there will be no involuntary redundancies (notice of redundancy) for the term of the Agreement.

8.2 Clause 8.1 does not apply to an employee, who has been declared potentially surplus to requirements under section 41 of the PSEM Act and registered on the Commissioner's Redeployment Database for longer than 2 years.

8.3 The agreement in clause 8.1 to have no involuntary redundancies depends upon the mutual agreement to reasonable retraining and re-deployment to a position which is equivalent in status and remuneration within an employee's current locality to the extent that would not require a move of residence or travel further than a 50km radius of their original work location.

8.4 In recognition of its commitment to employment security, Territory Generation will use natural attrition, redeployment, and voluntary redundancy as the principal mechanisms should any decrease in workforce size be necessary during the life of this Agreement.

8.5 Variations to the principal mechanisms referred to in clause 8.4 will be negotiated and agreed between the parties as required.

9. Redeployment and Redundancy

9.1 The provisions of Schedule 4 Northern Territory Public Sector Redeployment and Redundancy Entitlements do not apply in transfer of business or transfer of employment situations where work of Territory Generation is transferred or outsourced to another

employer and the employee is offered employment with the second employer to perform the same or substantially similar work.

9.2 The National Employment Standard of the FW Act contains minimum entitlements relating to redundancy pay, including in transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:

(a) the second employer recognises the employee's service with Territory Generation; or

(b) the employee rejects an offer of employment made by the second employer that:

(i) is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with Territory Generation immediately before termination; and

(ii) recognises the employee's service with the first employer,

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

10. Period of Operation

10.1 This Agreement will commence 7 days after it is approved by the FWC (the commencement date) and will have a nominal expiry date of 15 July 2030.

10.2 The parties agree to commence negotiations for a replacement enterprise agreement, at least 4 months prior to the expiry of this Agreement, or earlier or later by agreement between the parties to the Agreement.

11. No Extra Claims

11.1 This Agreement constitutes a final settlement of the parties' claims.

11.2 The parties agree that they will not for the period from commencement of this Agreement until its expiry, make claims for the making of a further agreement, whether in relation to matters dealt with in this Agreement or otherwise.

PART B – CONSULTATION AND DISPUTE RESOLUTION

12. Safety, Health, Welfare, Discrimination and Workloads

12.1 This clause sets out the parties commitments to the following fundamental principles and acknowledges their importance in:

(a) ensuring a safe and satisfying work environment for employees;

(b) enabling the employer to meet its statutory obligations and strategic corporate objectives; and

(c) supporting sector wide guidelines to ensure work health and safety of employees, including remote employees and where travelling for work is required.

12.2 The parties are committed to achieving and maintaining a safe and healthy work environment. It is acknowledged that Territory Generation want employees to be safe in everything they do and, consistent with its safety values, both the employer and employees will take all reasonably practicable measures to prevent injuries in the workplace, and to promote the health, safety and welfare of employees and others, in accordance with Employment Instruction 11, including:

(a) the establishment of committees and/or workgroups including Health and Safety Representatives (HSRs) that meets on a regular and ongoing basis to address work health and safety issues;

(b) providing support and assistance for employees who may experience mental health issues through Employee Assistance Programs and other health and wellbeing initiatives noting:

(i) employees and their families may access up to 5 employer funded sessions of professional and confidential counselling services for each issue, which may be conducted remotely;

(ii) future sessions may be granted by the CEO; and

(iii) employees accessing approved Employee Assistance Providers for the purpose of this clause will be granted reasonable travel and attendance time without deduction from any leave entitlement.

(c) ensuring as far as reasonably practicable minimising the impacts of psychosocial hazards at work including preventing and addressing risks;

(d) ensuring that all safety equipment purchased by Territory Generation complies with relevant Australian Standards;

(e) continuation of appropriate mandated safety training;

(f) provision of appropriate safety training and resources for members of safety committees; and

(g) monitoring of employee's working hours and utilisation of options to ensure that hours do not reach a level that compromises health and safety including:

(i) a commitment that no employee be expected to work beyond 16 hours without a rest period (or such lesser hours as are considered appropriate having regard to agreed guidelines relating to fatigue management, as varied from time to time);

(ii) redesign of work processes;

(iii) review of organisational structures;

(iv) training and development; and

(v) employee resources within immediate and related work areas.

12.3 Employees shall be granted reasonable unscheduled short rest breaks (other than meal breaks) during work hours to refresh and to ensure safe systems of work including reasonable rest breaks when working in extreme heat.

12.4 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour, discrimination and bullying and the employer will take all reasonably practicable steps to:

(a) foster a culture of respect in the workplace; and

(b) ensure employees are treated appropriately and not subject to inappropriate workplace behaviour and bullying.

12.5 Fatigue Management

In order to limit the risk of fatigue-related impairment, the following work arrangements shall apply:

(a) the maximum allowable time to be available for call out (on call) is 2 consecutive weeks, after which an employee must take one week off from being on call;

(b) after being on call in a pattern of 2 weeks on, one week off continuously for 8 weeks, an employee must take 3 consecutive weeks off from being on call, after which the pattern of 2 weeks on call, one week off on call, may resume; and

(c) variations to clauses 12.5(a) and 12.5(b) may only occur in exceptional circumstances and will require the employee and manager to identify and assess factors, which may contribute to or increase the risk of fatigue. This assessment will inform control measures that need to be implemented to mitigate the risk of fatigue. Any variations will require agreement from the employee and requesting manager and must be recorded.

12.6 Reasonable Workloads

(a) The parties are committed to achieving an appropriate work life balance. Whilst recognising that there may be unavoidable peak work periods which result in increased workloads and overtime levels, the parties support the principle that Territory Generation is sufficiently resourced to enable employees to perform their job within their ordinary hours plus any reasonable additional hours. To enable this, the CEO will monitor workloads and staffing levels and implement such strategies as are necessary to facilitate reasonable workloads.

(b) In the event that an employee experiences ongoing and sustained workload issues, corrective action will be agreed between the employee and Territory Generation as follows:

(i) The employee will approach their manager at first instance to discuss options for resolving the matter (e.g. additional training, resourcing, time off in lieu), and may request in writing a review of the workload issues.

(ii) The manager will acknowledge receipt within 7 days and respond in writing to the employee concerns in a timely manner.

(iii) If no resolution is agreed within 3 months, the matter will be escalated to the Manager People and Capability for further consideration.

12.7 In addition, overall workload trends may be reported to the GCC.

12.8 Employee Obligations

(a) Employees are actively required to promote and encourage safety in the workplace by participating in, and commitment to, Territory Generation's safety performance.

(b) Employees are expected to comply with all relevant policies, procedures and standards and demonstrate a personal commitment to their own safety and ensuring the safety of others.

13. Dispute Settlement Procedures

13.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.

13.2 This clause sets out the procedures to be followed for avoiding and resolving disputes in relation to:

(a) a matter arising under this Agreement; or

(b) the National Employment Standards.

13.3 In the event of a dispute about a PSEM By-law issued under the PSEM Act that applies to Territory Generation, clauses 13.6 (Internal Resolution) to 13.7 (Conciliation) will apply.

13.4 An employee who has a grievance about matters referred to in clause 13.2 can utilise section 59 of the PSEM Act to have the decision reviewed.

13.5 General

(a) A party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute. Representatives will be recognised and dealt with in good faith.

(b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must co-operate to ensure that these processes are carried out expeditiously.

(c) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, prior to the dispute arising, provided that this does not apply to an employee who has reasonable concerns about an imminent risk to their health and safety, has advised their supervisor of this concern and has not unreasonably failed to comply with a direction by their supervisor to perform other available work that is safe and appropriate for the employee to perform.

(d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.

(e) Any decision or direction the FWC makes in relation to the dispute will be in writing.

(f) Subject to the right of appeal under clause 13.8(d), any direction or decision of the FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties.

(g) A dispute formally commenced under the *2022 – 2026 Territory Generation Enterprise Agreement*, but not resolved before the commencement of this Agreement, shall continue to be dealt with in accordance with the dispute settlement procedures in this Agreement. Any steps already taken in that process will be recognised and accepted by the parties and the FWC as steps taken for the purposes of this clause.

13.6 Internal Resolution

(a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee(s) and/or union and relevant managers and/or Territory Generation CEO.

(b) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commissioner for resolution. The referral should be in writing. The Commissioner will work with the parties to the dispute and attempt to resolve the matter as soon as reasonably practicable.

(c) Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in clauses 13.6(a) and 13.6(b) will begin within 48 hours of, and be completed within 10 working days of the referral relating to that particular stage.

13.7 Conciliation

(a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 13.6, any party may refer the dispute to the FWC, for resolution by conciliation.

(b) Provided the requirements of clauses 13.5 and 13.6 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.

(c) Conciliation before the FWC will be regarded as completed when:

(i) the parties have reached agreement on the settlement of the dispute; or

(ii) the member of the FWC conducting the conciliation has either of the member's own motion, or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

13.8 Arbitration

(a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.

(b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.

(c) Subject to clause 13.8(d), the determination of the FWC is final and binding.

(d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.

(e) For the avoidance of doubt, this clause does not apply in relation to disputes about matters referred to in clauses 13.3 and 13.4.

14. Management of Change

14.1 For the purpose of this clause:

relevant employees – means the employees who may be affected by a change referred to in clause 14.6 or 14.7.

14.2 A relevant employee (or employees) may appoint a representative for the purposes of the procedures and consultation provisions in this clause.

14.3 Where the CEO is advised of the identity of the representative, they must recognise and deal with them in good faith.

14.4 For the purposes of this clause substantial change is likely to have a significant effect on employees if it results in:

(a) the termination of the employment of employees;

(b) major change to the composition, operation or size of the workforce or to the required skills of employees;

(c) the loss or reduction of job opportunities (including opportunities for promotion or tenure for employees);

(d) the alteration of hours of work of employees;

(e) the need to retrain employees;

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs of employees.

14.5 Territory Generation is committed to managing the implementation of change effectively and recognises the significant benefits to be gained by Territory Generation and its employees through regular discussion and consultation between the parties.

14.6 The parties undertake to facilitate the process of change and reform by a cooperative approach to change management and by observing the following principles where substantial change to production, program, organisation, structure, or technology is proposed that is likely to have a significant effect on employees:

(a) Territory Generation will consult with affected employees throughout the change process, identifying reasons for change, the objectives to be achieved, the likely effect on the employees, and proposed measures to mitigate any adverse effect; and will give prompt and genuine consideration to matters raised by affected employees in response, refer clause 14.8 (Consultation);

(b) Territory Generation will allocate adequate resources to the change process to ensure that it is effectively and efficiently implemented, and upon request will provide resourcing details to affected employees;

(c) relevant human resource management principles including fair and sensitive treatment and support facilities for displaced employees, prompt resolution of problems and grievances, regard to the general wellbeing of employees, and monitoring of individual workloads will be observed;

(d) Territory Generation will consult with the GCC in relation to the change process to ensure that, as far as possible, the outcomes match the objectives;

(e) processes and practices will aim to create a more positive, stable and harmonious industrial relations climate; and

(f) where large scale change and restructuring is proposed, prior consultation will take place in accordance with the redeployment and redundancy provisions set out in Schedule 4.

14.7 Where there has been a proposal to introduce a change to the regular roster or ordinary hours of work of employees:

(a) the CEO must notify the relevant employees or their representative (if any) of the proposed change; and

(b) clauses 14.8 and 14.9 apply.

14.8 Consultation

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

(a) discuss with the relevant employees and their representative (if any):

(i) the introduction of the change;

(ii) the effect the change is likely to have on employees; and

(iii) measures to avoid or reduce any adverse effects to the change on employees.

(b) for the purposes of the discussion, provide in writing to the relevant employees and their representative (if any):

(i) all relevant information about the proposed change, including the nature of the change;

(ii) information about what the CEO reasonably believes will be the effects of the change on the employees;

(iii) the reasons or justification for the change;

(iv) information about any other matters that the CEO reasonably believes are likely to affect the employees; and

(v) invite the relevant employees and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

14.9 The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees or the representatives (if any).

14.10 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees or the representatives (if any).

15. Generation Consultative Committee

15.1 The Generation Consultative Committee (GCC) is a forum to regularly consult on the implementation of significant organisational and attitudinal reforms.

15.2 Territory Generation recognises the importance of appropriate consultation and information sharing through the GCC when implementing reforms.

15.3 The GCC will adopt a charter which includes provisions regarding:

(a) membership composition and appointment process;

(b) schedule of meetings and quorum;

(c) meeting agendas (including identification of standing agenda items) and minute taking; and

(d) establishment and operation of working parties or projects falling within the scope of the GCC.

15.4 The parties acknowledge that the GCC has the power to make recommendations but is not a decision making body.

15.5 Territory Generation and the GCC will monitor implementation of this Agreement and cooperate in resolving any matters which might arise in giving effect to any part of this

Agreement. In doing so, the GCC will not consider the application, interpretation or modification of the terms and conditions of employment governed by this Agreement.

16. Use of Contractors

16.1 General

(a) Territory Generation will require and continue to use contractors to carry out work on assets and systems.

(b) Subject to clause 16.1(a), the parties recognise and accept that circumstances arise in Territory Generation where the use of contractors is both desirable and/or essential.

(c) This clause does not require Territory Generation to cease the use of contractors from whom services have previously been acquired or from whom Territory Generation was under an obligation to acquire services from as at the time that this commencement of this Agreement was approved by the Fair Work Commission.

(d) Consultation and resolution of disputes in relation to use of contractors across all Territory Generation classification streams will take place in accordance with the relevant clauses in this Agreement regarding these matters.

(e) For the avoidance of doubt the term contractors in this clause includes:

(i) Labour hire organisations; and

(ii) Apprentice provider organisations.

16.2 Guidelines

The use of contractors will continue subject to the following guidelines:

(a) the work volume is beyond the capacity of the resources or staff of Territory Generation; or

(b) the type of work or specialisation required is beyond the capacity of the resources or staff of Territory Generation;

(c) it is in the public interest to undertake such work (note public interest includes issues of cost effectiveness); and

(d) the security of employment of employees engaged in Territory Generation will not be impaired by the use of contractors. In particular, Territory Generation does not intend to utilise contractors to reduce its commitment to training of ongoing employees or to reduce, or merely to avoid increases in, the ongoing workforce.

16.3 Prior notice of Contractor use

(a) Territory Generation will consult with the relevant unions if it decides to enter into any significant new use of contractors and where relevant will provide appropriate details about the proposed use of such contractors.

(b) Every effort will be made to give prior notice when urgent contract work is required.

16.4 Training

Where the use of contractors is the result of an ongoing need for a particular skill, which employees could reasonably be expected to acquire and use, Territory Generation will provide appropriate training to develop an in house capacity.

16.5 Contractor Documents and Requirements

(a) A standard contract provision will require all contractors and their employees to comply with:

(i) all relevant safety, workers' compensation, superannuation and workplace relations legislation and applicable statutory instruments (i.e. statutory agreement or award(s));

(ii) safe working practices including PPE and test equipment equivalent to that used by Territory Generation employees;

(iii) relevant training requirements;

(iv) all relevant licensing and registration requirements;

(v) all relevant Codes of Practice and Standards established or promulgated by the appropriate industry regulator or standard setting entity including those prescribed under relevant legislation; and

(vi) all occupational health and safety, workers' compensation and quality assurance standards as set out in the contract, including reporting on compliance at intervals prescribed in the contract.

(b) Sanctions will be prescribed in contracts for breaches of these obligations, noting that in the case of serious and ongoing breaches the contract should be terminated.

(c) For the purpose of clause 16.5(d), the following definitions apply:

Contractor Rates of Pay means the salary and allowances of employees of Contractors contained in relevant Modern Awards or Enterprise Agreement for that contractor and its employees (Contractor Rates of Pay).

Floor Aggregate Rates means the floor aggregate rates of pay for the relevant roles, including rate of pay and allowances. The floor aggregate rate will be determined by Territory Generation in consultation with the Generation Consultative Committee, and which will be reviewed on an annual basis and notified to the Generation Consultative Committee.

(d) When contractors perform the work of employees, the Contractor Rates of Pay in aggregate shall be no less favourable than the Floor Aggregate Rates of Pay.

(e) This clause does not include:

(i) any work or operations, which have been acquired prior to the commencement of this Agreement; or

(ii) ancillary work which includes, for example, but is not limited to; earthworks, building structure, fire systems, security systems, painting, plumbing and other work that is not function of Territory Generation.

16.6 Consultation

(a) Contractors of many types will continue to be a normal part of Territory Generation's operations as has been the case for many years.

(b) As Territory Generation evolves and responds to the competitive electricity market, the pressures to operate in a commercially sound and economically sustainable manner will continue to determine the way Territory Generation conducts its business.

(c) Territory Generation will discuss the use of contractors and outsourcing arrangements with the relevant section of the workforce and union delegates as part of a structured work unit and work planning process.

(d) The intent of consultation is to ensure:

(i) more effective use of in house skills and resources;

(ii) improved quality of contract work;

(iii) safety whilst performing the contract work;

(iv) work performance;

(v) asset maintenance;

(vi) more direct employee involvement in the coordination and management of contractors or developers; and

(vii) improvement in job security and/or career development opportunities for employees.

(e) The consultation will occur within work units and will provide employees and union delegates with a formal mechanism in which they can discuss matters arising from work performance under a particular contract or contractor with a view to ensuring compliance with this Agreement.

(f) Consultation on the use of contractors will be a regular agenda item of weekly, fortnightly or monthly (whichever is appropriate) workplace meetings and will be included as part of the GCC process with quarterly reviews on the use of contractors in conjunction with a rolling 12 month forward works program.

16.7 Contract Compliance and Supervision

(a) Territory Generation will examine all relevant information contained within the relevant contract to ensure compliance.

(b) The CEO will develop appropriate contract management skills within Territory Generation to assist in the adherence to the relevant standards including statutory and contractual requirements for those employees directly responsible for the:

(i) management of work performed by contractors;

(ii) monitoring of compliance by contractors with the matters specified in clause 16.5(a)(i);

(iii) monitoring of compliance by contractors with safety obligations;

(iv) safety inspections;

(v) coordination of work performed by contractors; or

(vi) acceptance of work performed by contractors or developers.

(c) A similar approach will be taken in relation to the standards specified for developers and others involved in either extensions of the current network, major projects or asset enhancements.

(d) Hazards will be identified and managed in accordance with applicable legislation and Territory Generation procedures, including involvement of appropriate internal (and, where necessary, external) parties set out in relevant procedures.

17. Resourcing

17.1 Territory Generation recognises that employees should be able to maintain a healthy work life balance, and that resourcing appropriate staffing levels and workloads can improve management of workplace conditions including, but not limited to:

(a) rostering;

(b) on-call and overtime;

(c) access to leave;

(d) training; and

(e) fatigue management.

17.2 The parties agree that the GCC will be consulted on resourcing and workload issues on a quarterly basis at its scheduled meetings.

17.3 The GCC may make recommendations, on resourcing matters, to the CEO, who may consider, amongst other issues, taking into account:

(a) safety;

(b) the Statement of Corporate Intent;

(c) financial and fiscal strategies;

(d) operational systems, fleet transition plan;

(e) emerging technology;

(f) current and future skills, training, and qualification requirements;

(g) succession management strategies and backfilling of vacancies; and

(h) current and future audit programs.

17.4 A resourcing strategy for regional centres will be developed in accordance with clause 35 (Relief for Regional Centres).

18. Work Organisation

18.1 To suit changing work needs, employees must work flexibly (within their remuneration level, skills, competence and qualifications, and in a manner that does not pose a risk to health and safety).

18.2 To ensure effective and efficient operations:

(a) the CEO may direct employees to undertake all work within their remuneration level skills, training competence and development, including work within their skills and competence that is incidental to their main tasks or functions, provided that such duties are not designed to promote deskilling, nor used to victimise the employee; and

(b) employees will use such tools and equipment as may be required provided that the employee is trained and competent (and holds any requisite authorisations) in the use of such tools and equipment.

18.3 The CEO will consult with the GCC in respect of proposed substantial change to production, program, organisation, structure, or technology that is likely to have a significant effect on employees.

18.4 Prior to a decision being taken to outsource a function or service currently being performed by employees, Territory Generation will consult with the affected employees and their union in accordance with clause 14 (Management of Change).

19. Use of Surveillance Technology

19.1 Territory Generation uses surveillance technology to manage and monitor the corporation's plant and assets.

19.2 Should surveillance technology be relied upon in suspecting an employee has committed a breach of discipline, Territory Generation will manage any discipline process in accordance with the NTPS Discipline Handbook and Territory Generation Disciplinary Procedure.

19.3 In accordance with the NTPS Discipline Handbook and Territory Generation Disciplinary Procedure, any process will ensure that an employee has a right to natural justice as provided for in Employment Instruction 3, including access to all relevant information that may be being relied upon, and the reasonable opportunity to respond to that information.

19.4 The accessing of data for the purpose of an investigation (ICAM, integrity or other), will only occur where there are reasonable grounds to suspect a breach of discipline and only after approval is granted by the CEO. Only the CEO is permitted to approve access to vehicle location data.

20. Emerging Technologies and Artificial Intelligence

20.1 The parties recognise the development of new generation and renewable energy technologies, and the introduction of artificial technology (AI) have the potential to change the roles and responsibilities of employees over the life of this Agreement.

20.2 The parties agree that it is to their mutual benefit to consider emerging technologies, including AI, for which Territory Generation may be able to compete effectively for in the open marketplace.

20.3 Territory Generation will provide notification in writing to relevant employees, and the Generation Consultative Committee, for proposals for the introduction of significant new technology or AI which may affect the employees in accordance with clause 14 (Management of Change).

20.4 The notification will include details of proposed timelines for the introduction of new technology and will identify areas of skill impacts, resourcing requirements and any training programs, which may be associated with those impacts.

20.5 Where Territory Generation implement and manage new technologies with in-house resources (i.e. employees), appropriate recruitment, training and development opportunities will be provided to develop an in-house capacity to operate and maintain the new technologies.

20.6 AI and automated systems will be used in accordance with Territory Generation's approved AI governance and acceptable use framework.

20.7 Territory Generation will undertake a job evaluation process or classification review for positions which require a significant change in duties due to the introduction of new technologies, to ensure positions are classified and remunerated within the appropriate classification stream.

21. Workplace Delegates Rights

21.1 For the purposes of this clause:

(a) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected.

(b) **eligible workers** means members and persons eligible to be members of the workplace delegate's organisation who work in Territory Generation.

(c) **workplace delegate** means an employee who is appointed or elected by an employee organisation to act as its accredited representatives.

21.2 Territory Generation recognises the:

(a) contributory role of the delegates organisation in helping to facilitate co-operative and harmonious workplace relations; and

(b) legitimate right of the delegates organisation to represent those members, and workers eligible to become members.

21.3 An employee formally elected as a workplace delegate in Territory Generation will be recognised as an accredited representative of the delegate's organisation. Subject to operational requirements and prior notice, an accredited workplace delegate shall be allowed reasonable time during working hours to consult with members or eligible workers on employment matters affecting workers.

21.4 A workplace delegate will advise the CEO that they have been appointed as a workplace delegate.

21.5 An employee who ceases to be a workplace delegate must give written notice to the CEO within 14 days.

21.6 Training Leave

(a) For the purpose of assisting workplace delegates to understand their rights and entitlements under this Agreement and improving industrial relations, the CEO shall, subject to the provisions of this clause, provide an employee who is an accredited workplace delegate with up to 5 days paid leave per annum to attend training courses related to industrial interests of eligible workers conducted or approved by the delegates organisation.

(b) The approval for a workplace delegate to attend a training course shall be subject to operational requirements of Territory Generation.

(c) A workplace delegate seeking to take training leave under this clause must have been nominated by the delegate's organisation to attend the course for which the training leave is sought.

(d) A workplace delegate will only be paid for the period of training leave if:

(i) the workplace delegate provides evidence satisfactory to the CEO of their attendance at the course for which training leave was sought within 7 days after the training ends; and

(ii) unless agreed by the CEO, the CEO has received not less than 4 weeks written notice of nomination from the delegate's organisation, setting out the time, dates, content and venues of the course.

(e) The CEO must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(f) Leave granted under this clause will be paid at the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day of the delegate had not been absent from work to attend the training.

(g) Leave granted under this clause will count as service for all purposes.

21.7 Communications

For the purpose of assisting eligible workers to understand their rights and entitlements under the Agreement the CEO shall, where practicable, make available facilities to assist the

delegate's organisation to display notices that are relevant to employment matters on dedicated notice boards.

21.8 Delegates Rights and Obligations

(a) The role of a workplace delegate is to be respected and facilitated.

(b) A workplace delegate may represent the industrial interests of an eligible worker, and make representations on behalf of the eligible worker, who wishes to be represented by the workplace delegate.

(c) The CEO and workplace delegates must deal with each other in good faith.

(d) The rights and obligations of workplace delegates will be underpinned by the following principles:

(i) workplace delegates will be able to perform their role without any discrimination in their employment;

(ii) ability for workplace delegates to represent eligible workers in the workplace (e.g. during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent eligible workers generally);

(iii) ability for workplace delegates to have access to paid time to consult with eligible workers;

(iv) reasonable access to Territory Generation facilities (including telephone, facsimile, photocopying, internet, e-mail facilities, meeting rooms and a lockable cabinet and electronic means of communication ordinarily used in the workplace) for the purpose of work as a workplace delegate;

(v) opportunity to inform eligible workers about membership with the delegates organisation;

(vi) ability to represent eligible workers at an industrial tribunal;

(vii) maintaining the confidentiality of Territory Generation information as well as information about NTPS employees;

(viii) all parties will behave in a professional, productive and ethical manner;

(ix) a workplace delegate would be expected to carry out their normal duties;

(x) not hinder, obstruct or prevent the normal performance of work; and

(xi) the ability for an official to "walk around" a workplace, accompanied by an appropriate Territory Generation employee where necessary, to hold individual discussions contingent on the nature of the work being performed in the workplace, subject to discussion with and prior approval of the CEO. Approval for "walk around" will not be unreasonably withheld.

(e) A workplace delegate's entitlement under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with the reasonable policies and procedures of the employer and CEO, including reasonable codes of conduct and requirements in relation to work health and safety and acceptable ICT resources; and

(ii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.

(f) The CEO is not required to provide access to or use of a workplace facility under clause 21.8(d) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the CEO does not have access to the facility at the workplace and is unable to obtain access after taking reasonable steps.

21.9 Where the provision provides a less beneficial entitlement than in clause 24A of the *Northern Territory Public Sector Enterprise Award 2016*, the award will be taken to apply.

PART C – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

22. Recognition of Prior Employment

Except in the case of a casual employee, an employee whose services are terminated on account of reduction of staff or insufficiency of work and who is subsequently re-employed by Territory Generation within a 12 month period will have the immediate period of prior service recognised as continuous.

23. Types of Employment

23.1 The PSEM Act specifies the basis of engagement for an employee covered by this Agreement (see section 29(3) of the PSEM Act, which provides for employment on an ongoing, fixed period or casual basis).

23.2 Employment on an ongoing basis is the primary method of employment in the NTPS. However, there are certain circumstances when fixed period or casual employment may be appropriate.

23.3 Employees can be employed on either a full-time, part-time or casual basis.

24. Full-time Employment

24.1 A full-time employee is an employee who works 36.75 ordinary hours of duty per week.

25. Part-time Employment

25.1 Part-time employees are employees employed to work less than 36.75 hours a week, provided that Territory Generation may only employ a part-time employee on less than 7.35 hours per week at the request of the employee.

25.2 No employee who is currently employed on a full-time basis will be required to convert to part-time employment without their consent.

25.3 The span of hours for part-time employee will be the same span applicable to full-time employees.

25.4 Overtime will only be paid for work directed to be performed in accordance with clause 88 (Overtime).

25.5 The CEO and a part-time employee will agree, in writing, on a regular pattern of work, including which days of the week the employee will work and the actual starting and finishing times each day, provided that no part-time employee will be required to work less than 2 hours on any day.

25.6 A part-time employee will be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis of their agreed hours.

25.7 Entitlement to apply for a pay progression or bonus in accordance with clauses 52 (Pay Progression) and 53 (Performance Achievement) will be on the basis of having participated in an employee achievement plan for the same period as a full-time employee, regardless of the number of hours worked.

26. Fixed Period Employment

26.1 The provisions of this clause apply to an employee employed on a fixed period basis.

26.2 All employees should be provided with written advice of their general terms and conditions of employment prior to commencing employment.

26.3 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 period greater 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.

26.4 For the full list of exceptions refer to section 333F of the *Fair Work Act 2009* (Cth).

26.5 The Commissioner's Guidelines on Fixed Period Contracts list when a fixed term contract can be used, the exceptions for when such contracts can continue, the anti-avoidance provisions and what occurs if there is a breach under clause 26.3.

26.6 An employee engaged on a fixed term contract or consecutive contracts for the same or substantially the same work for a period of 2 years will have their engagement status reviewed 3 months from the end date of their contract.

27. Casual Employment

27.1 A casual employee is an employee who:

(a) Was offered and accepted employment on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.

(b) To avoid doubt, a regular pattern of hours does not of itself indicate a firm advance commitment to continuing and indefinite work according to an agreed pattern of work.

27.2 A casual employee will be paid:

(a) the ordinary hourly rate of pay for the classification assigned; and

(b) a casual loading of 25% of the ordinary hourly rate of pay, in lieu of paid leave (except long service leave) and public holidays not worked.

Note: 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 or shift penalties.

27.3 Casual employees are not eligible for incremental adjustment to their salary.

27.4 The minimum daily engagement of a casual employee is 3 hours.

Note: For the purpose of clause 27.4, work commencing prior to midnight on one day and continuing into the next day, counts as one engagement.

27.5 Where less than the minimum daily engagement hours are actually worked, as outlined in clause 27.4, superannuation will be paid on the full 3 hours as if superannuation guarantee applied, provided those hours do not attract overtime payments.

27.6 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.

27.7 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

28.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement (including Schedules) if the arrangement:

(a) deals with one or more of the following matters of this Agreement:

(i) arrangements about when work is performed within the span of hours;

(ii) payment for overtime taken as pay or time off in lieu of payment; or

(iii) commuted salaries or allowances.

(b) meets the operational needs of Territory Generation;

(c) is genuinely agreed to by the CEO and employee, without coercion or duress;

(d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;

(e) must not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and

(f) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

28.2 An employee or the CEO can initiate in writing a request for an individual flexibility arrangement.

28.3 If the CEO wishes to initiate the making of an individual flexibility arrangement they must:

(a) give an employee a written proposal; and

(b) if the CEO is aware that an employee has, or should reasonably be aware that an employee may have, limited understanding of written English, take reasonable steps to ensure that an employee understands the proposal.

28.4 If the CEO proposes to enter into an individual flexibility arrangement with an employee, the CEO must meet with the employee to discuss the proposal prior to entering the individual flexibility arrangement if an employee requests such a meeting.

28.5 The CEO must ensure that the individual flexibility arrangement:

(a) is in writing;

(b) includes the name of the employee;

(c) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

(i) the terms of this Agreement that will be varied by the arrangement;

(ii) how the arrangement will vary the effect of the terms;

(iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;

(iv) states the period of operation of the arrangement; and

(v) how the individual flexibility arrangement can be terminated.

28.6 To take effect, the individual flexibility arrangement must be approved by the employer and implemented via a determination or other appropriate instrument and the CEO must give the employee a copy of the determination or other appropriate instrument within 14 days of the employer's approval.

28.7 The employer will not approve an individual flexibility arrangement unless they are satisfied that the requirements of this clause have been met.

28.8 The CEO or employee may terminate the individual flexibility arrangement:

(a) by giving written notice of not more than 28 days (or in accordance with the FW Act requirements) to the other party to the arrangement; or

(b) if the CEO and employee agree in writing – at any time.

28.9 An individual flexibility arrangement terminated in accordance with clause 28.8(a) ceases to have effect at the end of the period of notice.

28.10 An employee may choose to be represented by a nominated representative in relation to the development and implementation of individual flexible arrangements under this clause.

28.11 In the event of a dispute in relation to this clause, clause 13 (Dispute Settlement Procedures) will apply.

29. Variation to Working Arrangements for Groups of Employees

29.1 A group of employees and Territory Generation may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:

(a) hours of work, including rostered days off, restricted duties or flextime;

(b) commuted salaries or allowances;

(c) meal breaks; or

(d) leave.

29.2 Agreement to vary work arrangements will:

(a) result in more efficient operations;

(b) be genuinely agreed to by the majority of employees involved;

(c) result in the employees being better off overall than the employees would have been if no variation has been made;

(d) be recorded in writing and approved by the CEO or their nominated delegate;

(e) if required by the parties, include a mechanism to terminate and/or review the agreed work arrangements; and

(f) require approval of the employer and implemented via a determination or other appropriate instrument.

29.3 Relevant unions will be consulted on proposed arrangements prior to approval by the employer.

30. Flexible Work – General Principles and Requirements

30.1 The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. There are benefits for the employee, Territory Generation and customers when employees are able to work more flexibly.

30.2 In all cases and at all times, an employee's flexible work arrangement must work for them, their team/work colleagues and the business needs. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

30.3 Under this Agreement, employees have a range of options for when and how they work and are encouraged to discuss with their manager their flexibility needs.

30.4 The objective is to provide employees with the level of flexibility that works for them and allows them to meet their flexible lifestyle needs and achieve their aspirations, provided that business (includes team and customer) needs continue to be met.

30.5 Flexible work may be facilitated through one of the following initiatives contained in this Agreement. Requests for flexible working arrangements are to be considered on a case-by-

case basis and will be considered favourably subject to clauses 30.7 and 30.8. Refer to the relevant provision for eligibility and approval requirements:

(a) clause 30.6 Working from Home or another location;

(b) clause 93.9 Recreation Leave at Half Pay – doubles the period of recreation leave when leave is taken at half pay;

(c) clause 102 Flexible Lifestyle Leave – ability to purchase paid leave through salary deductions to access more time off in a particular year;

(d) clause 25 Part-time employment – converting from full-time to part-time employment for a specified period or a permanent change;

(e) clause 86 Flexible Working Hours (Flextime);

(f) clause 84 averaging ordinary hours of work within the span of hours – used where regular time off is required;

(g) clause 119 Special Leave Without Pay; and

(h) clause 99.17(e) returning to work on reduced hours after parental leave.

30.6 Subject to approval, employees may work from home or another location to facilitate flexible work. Each application will be considered on its merits on a case-by-case basis with no pre-determined position on the frequency with which employees must work from home or the office. The parties are committed to supporting a sector-wide working from home policy with standard and clear guidelines.

30.7 In considering an employee's request to work flexibly the CEO will take into account a range of things, including the employee's personal circumstances, and Territory Generation 's business (includes team and customer) needs.

30.8 Unless provided otherwise in the relevant clause, requests to work a flexible working arrangement can only be refused on reasonable business grounds as defined in clause 3(ll) (Definitions).

30.9 An employee's request to work flexibly must be in writing setting out the details of the change sought and the reasons for the request.

30.10 Subject to clause 30.11, the CEO (or their delegate) must give an employee a written response to the request within 21 days, stating whether the CEO (or their delegate) grants or refuses the request.

30.11 Where the CEO's delegate proposes to refuse an employee's request to work from home, the employee's request will be referred to the CEO for assessment. Only the CEO is permitted to refuse employees' requests to work from home.

30.12 While there are many options about how an employee works in this Agreement, sometimes they will not fit an employee's exact circumstances and an employee and CEO will need to agree to vary the Agreement. In such situations, the Individual Flexibility Arrangement (clause 28) applies.

31. Apprentices

31.1 Territory Generation is committed to continuing being a host employer of apprentices and will have a targeted intake of 3 apprentices each year. This commitment allows for apprentices requiring a longer period to complete their apprenticeship. The selection of apprentices will be subject to the application of the Territory Generation Special Measures Plan, in the first instance, followed by all other suitable applicants including females and people of diverse cultures.

31.2 Territory Generation will increase apprentice numbers in strategic areas, where current vacancies exist and adequate supervisory ratios can be achieved.

31.3 Territory Generation is committed to providing support and assistance to hosted apprentices where they are experiencing professional, personal, health or work related issues. To support this commitment, hosted apprentices may access Territory Generation's Employee Assistance Program in accordance with established guidelines.

31.4 On the successful completion of their apprenticeship, Territory Generation:

(a) will offer an apprentice temporary employment for a minimum of 12 months, subject to ongoing satisfactory performance; and

(b) may, subject to the provisions of Public Sector Instrument 27 – Schedule 2 (NTPS Traineeships / apprenticeship) or its successor, select without advertising an employee or person to an ongoing vacancy within the first 12 months of successful completion of their apprenticeship. The employee may be appointed as a Trade Technical or Operator/Maintainer.

31.5 An offer of permanent employment will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand and the successful performance of the individual apprentice.

31.6 On the successful completion of their apprenticeship, an ongoing or fixed period employee who was a hosted apprentice with an NTPS apprentice employer, and provided that their break in service (if any) is not more than 2 months, will:

(a) be entitled to paid personal leave entitlements in accordance with clause 96.2(a); and

(b) have their prior service with the NTPS apprentice employer recognised for the purposes of:

(i) long service leave, subject to clause 100; and

(ii) parental leave, subject to clause 99.

31.7 The commencing salary for an apprentice accepting employment under clauses 31.4 or 31.5 will be in accordance with the Trade Technical or Operator / Maintainer entry/progression requirement provisions within Schedule 3 of the Agreement.

31.8 An existing employee of Territory Generation entering into an apprenticeship with an NTPS apprentice employer will be entitled to salary maintenance at the employee's pre-

apprenticeship substantive salary until the salary of the Trade Technical stream equals or exceeds the substantive salary being maintained.

31.9 An apprentice will be accompanied by a qualified tradesperson during trade related work.

31.10 An apprentice approved to be available for the call out roster to work outside of normal working hours will be competent in relevant safety and rescue training.

32. Graduates

32.1 The CEO is committed to providing a Territory Generation Graduate Development Program.

32.2 There shall be a targeted intake of 2 graduates each year on the Territory Generation Graduate Development Program, including females and people of diverse cultures.

32.3 The commencing salary for a graduate shall be in accordance with the graduate provisions within the salary tables of Schedule 1 of the Agreement.

32.4 On successful completion of the Territory Generation Graduate Program the CEO, or delegate, will offer a Graduate fixed period employment for a minimum of 12 months in a job that is commensurate with the Graduate classification, subject to ongoing satisfactory performance.

33. Probation

Probation processes within Territory Generation shall be in accordance with section 32 of the PSEM Act, including 6 month probationary period upon commencement of ongoing employment, with the option for Territory Generation to extend this period.

Note: Section 32 of the PSEM Act provides the CEO may employ an ongoing employee without probation, or confirm the employment at any time during a probation process.

34. Termination, Resignation and Abandonment of Employment

34.1 Notice of Termination by the CEO

(a) Subject to clause 34.1(d) below, in order to terminate the employment of an employee, Territory Generation will give the employee the following notice in accordance with their years of continuous service:

(i)	not more than 1 year	1 week;
(ii)	more than 1 year but not more than 3 years	2 weeks;
(iii)	more than 3 years but not more than 5 years	3 weeks; or
(iv)	more than 5 years	4 weeks.

(b) The period of notice is to be increased by one week of the employee is over 45 years old and has completed at least 2 years continuous service with Territory Generation.

(c) Payment in lieu of the prescribed notice will be made if the appropriate notice is not given, with such payment to equal the total of all amounts that the employee would have been entitled to had the employment continued until the end of the notice period, including ordinary hours of work, allowances, loadings and penalties.

(d) An employee is not entitled to notice or payment in lieu of notice in the case of termination for serious misconduct.

34.2 Notice of Resignation by Employee

(a) In order to cease their employment with Territory Generation, an employee will give the following notice in accordance with their years of service:

(i)	not more than one year	1 week;
(ii)	more than one year but not more than 3 years	2 weeks;
(iii)	more than 3 years but not more than 5 years	3 weeks; or
(iv)	more than 5 years	4 weeks.

(b) Subject to clause 34.2(c) below, if an employee leaves without giving and working out the required notice, the employee forfeits an amount equal to the salary for the period not worked.

(c) Where agreement is reached with the CEO for the employee to give shorter notice than the period specified in clause 34.2(a) the agreement will be recorded in writing by Territory Generation and the employee will not forfeit any salary.

34.3 Territory Generation will provide a statement of service if requested by the employee.

34.4 Abandonment of Employment

An employee absent from duty without permission for a continuous period of 5 working days is considered to have abandoned their employment and the following process will apply;

(a) the CEO will notify the employee in writing that unless the employee returns to work within a further 10 working days of the date of the notice, the employee's employment with Territory Generation will be terminated; and

(b) if the employee fails to return to work, or to respond to the notice providing a valid reason for their continuing absence, within the period specified in clause 34.4(a) above, the employee will be terminated subject to the minimum notice periods in clause 34.2.

35. Relief for Regional Centres

35.1 The parties recognise that from time to time it will be necessary to send employees to Alice Springs, Katherine, Tennant Creek and Yulara ("regional centres") to provide relief for periods of unplanned leave, planned leave and to cover recruitment action.

35.2 The parties acknowledge that to assist in such situations, early advice from the employees at the regional centre is required where operationally possible.

35.3 The process for applying for relief is as follows:

(a) Employees from the regional centre advise their supervisor of any planned leave or periods where they expect to have less than the minimum number of staff available to cover the roster, well in advance of the relief period.

(b) Where there is no ability to provide advance notice of a decrease in minimum numbers, employees in the regional centre must advise their supervisor as soon as they become aware of the situation.

(c) The supervisor will then source relief staff from within Territory Generation as soon as practicable.

(d) The supervisor will notify the relevant manager of the work unit that a request has been received from the regional centre and keep them informed of the progress to provide relief staff.

35.4 Territory Generation recognises that the appropriate resourcing of regional centres, as referred to in clause 35.1, is essential for:

(a) delivering essential services;

(b) managing the risk of fatigue; and

(c) providing for employees to achieve an appropriate work life balance.

36. Training and Development

36.1 Territory Generation acknowledges the important contribution of training as a continuous improvement strategy resulting in greater efficiencies and enhanced capability and career opportunities for employees.

36.2 Training and development opportunities will be:

(a) planned and budgeted for;

(b) relevant to the stated outcomes in Territory Generation's Statement of Corporate Intent and Work Unit Plans; and

(c) subject to operational requirements.

36.3 Planning for training and development opportunities is a shared responsibility between Territory Generation managers and employees, with relevant training and development needs identified and agreed during the annual performance achievement process.

36.4 The parties acknowledge key policy initiatives and legislation supporting Aboriginal employment, recruitment, training and career progression and Employment Instruction 15 (Special Measures).

37. Timesheet Recording

37.1 Employees involved in, but not limited to, operations, repair and maintenance or projects are required to record time worked against work orders on a general apportionment basis to help ensure improved:

(a) works, training and asset costing;

(b) planning, resourcing and scheduling of activities; and

(c) service delivery to the community.

38. Medicals

38.1 An employee may request a job specific periodic medical at Territory Generation's expense every 2 years from the date of commencement.

38.2 Should the periodic medical indicate a job related medical condition, the employee will advise Territory Generation of the condition so that measures can be agreed upon to address the matter.

38.3 The introduction of periodic medicals is not intended to replace the use of regular testing for eye sight, hearing or other regular specific medical tests associated with particular jobs or roles within Territory Generation.

39. Fitness for Work

39.1 Significant changes to the fitness for work procedures will be undertaken in consultation with employees and their representatives through the GCC.

39.2 The fitness for work procedure will incorporate the following agreed principles:

(a) rehabilitative focus including the facilitation of medical and other assistance;

(b) compliance with privacy principles;

(c) provision of education and training in relation to both the procedure itself and the matters that it seeks to address;

(d) referral to mechanisms for recording/reporting and monitoring of incidents and outcomes and the fair, rigorous, consistent and transparent application of procedure/s;

(e) alcohol or other drug related impairments will be treated like any other impairment; and

(f) generally, impairment should not affect job security or employment conditions.

40. Remote Localities

40.1 Subject to clauses 40.2 and 40.3 below, the terms and conditions set out in the following instruments, as varied from time to time, apply to Territory Generation employees residing in remote localities:

(a) By-laws 42 (General), 43 (Fares Out) and 44 (Allowance for Freight on Household Goods);

(b) Determination Number 8 of 2015 (Remote Locality Provisions), or successor determinations;

(c) Determination Number 1001 of 2026 (Satellite TV or Internet Service Reimbursement).

40.2 A 100% rental concession will apply to all employees residing in Territory Generation supplied accommodation in a remote locality.

40.3 For the purposes of By-law 44(4) the following freight allowance weight limits apply:

(a) employees without dependents – 15 kilograms per week (or an aggregate of 60 kilograms per calendar month);

(b) employees with one dependent– 29 kilograms per week (or an aggregate of 116 kilograms per calendar month); and

(c) employees with more than one dependent – 39 kilograms per week (or an aggregate of 156 kilograms per calendar month).

40.4 An electricity subsidy will apply to employees stationed in remote localities as follows:

(a) An employee residing in a dwelling fitted with a dedicated electricity metering device, and who is required to meet the cost of any charges associated with the provision of electricity to that dwelling, is entitled to an electricity subsidy based upon the relevant category of remoteness, in accordance with the rate specified in Schedule 2.

(b) The electricity subsidy will be increased to a dependent/after-hours rate specified in Schedule 2 where an employee satisfies the criteria in clause 40.4(c).

(c) The electricity subsidy for the dependent/after-hours rate is payable only where the employee:

(i) has recognised dependents, being an employee's spouse, or children under the age of 18, who:

A. reside with the employee;

B. are not eligible for assistance with electricity costs from any other source; and

C. are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the employer; or

(ii) is a shiftworker, or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that the employee is regularly required to seek rest during daylight hours.

40.5 The electricity subsidy will be paid fortnightly in addition to salary and will count as salary for the purpose of taxation and superannuation.

(a) The electricity subsidy will not be paid during periods of leave without pay which do not count as service.

(b) The electricity subsidy will be paid to part-time employees on a pro rata basis.

(c) Only one subsidy is payable per dwelling.

41. Laundry Facilities

41.1 Territory Generation will establish appropriate laundry facilities at its industrial sites to provide for the laundering of heavily soiled PPE.

41.2 Employees using these facilities will do so in their own time.

42. Right to Disconnect

42.1 The Right to Disconnect refers to an employee's right to refrain from engaging in work-related communications and activities, such as e-mails, telephone calls or other messages, outside of an employee's working hours or during periods of leave or rostered days off.

42.2 For the avoidance of doubt, this clause applies irrespective of the place from which an employee may perform work (whether it be a premises provided by the employer, an employees home, or some other place).

42.3 Unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact outside of their working hours, from:

(a) the employer; or

(b) a third party if the contact or attempted contact relates to their work.

42.4 Matters that should be considered in determining whether a refusal is unreasonable, include, but are not limited to, the following;

(a) the reason for the contact or attempted contact;

(b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes an employee;

(c) whether an employee is compensated for being available to be contacted or to perform work outside of their working hours, or for working additional hours outside of the span of ordinary hours or their agreed ordinary hours under a flexible arrangement;

(d) the nature and seniority of an employee's role and an employee's level of responsibility; and

(e) an employee's personal circumstances (including family or caring responsibilities).

42.5 An employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

42.6 There may be occasions when it will be reasonably necessary for the employer to contact an employee outside of their working hours, including but not limited to:

(a) ascertaining availability for rosters;

(b) requests to fill in at short notice for unplanned absences of other employees;

(c) where unforeseeable circumstances arise;

(d) for genuine employee welfare matters, or in an emergency;

(e) where business and operational reasons require contact outside of working hours.

Note: For the avoidance of doubt an employee may not be required to respond to these matters providing the refusal to respond is reasonable having regard to the matters in clause 42.4.

42.7 Nothing in this clause prevents the employer from requiring an employee to:

(a) perform reasonable additional hours, overtime, a period of restrictive duty or be recalled to duty outside their working hours; or

(b) monitor, read or respond to contact, or attempted contact from the employer outside of the employee's working hours where the employee is on restrictive duty, and the employer's contact is to notify the employee that they are required to attend or perform work or give other notice about the restriction duty, on-call, availability, or stand-by.

42.8 In the event of a dispute in relation to this clause, clause 13 (Dispute Settlement Procedures) will apply.

42.9 This clause shall be read in conjunction with sections 333M and 333N of the FW Act.

42.10 Employees will not be penalised or otherwise disadvantaged if they do not attend to a work related matter outside of the employee's agreed hours of work unless their refusal is considered unreasonable in the circumstances.

43. Diversity and Disability in the Workplace

43.1 The parties are committed to supporting and accommodating a diverse and inclusive workplace which values the skills, identities, talents and capabilities of all people, including those with disabilities, from culturally and linguistically diverse backgrounds, and senior employees across all departments.

43.2 The Employer supports the delivery of sector wide diversity strategies that actively promote workplace inclusion practices, including growing and investing in Aboriginal workforce, providing workplace adjustments to accommodate disabilities, managing the ageing workforce, and other flexible working arrangements.

43.3 The parties will work in partnership with disability employment service providers that deliver pathway programs for people with a disability to gain experience and skills and broaden their career options in the NTPS.

PART D – RATES OF PAY AND RELATED MATTERS

44. Salaries and Allowances

44.1 Salary rates and structures are shown in Schedule 1.

44.2 The salary rates and structures in Schedule 1 reflect the following salary increases to be paid under this Agreement (with the exception of Community Language Allowance at clause 81):

(a) 3% per annum with effect from 16 July 2026;

(b) 3% per annum with effect from the first full pay period on or after 16 July 2027;

(c) 3% per annum with effect from the first full pay period on or after 16 July 2028; and

(d) 3% per annum with effect from the first full pay period on or after 16 July 2029

44.3 The First Aid (as it applies to nominated first aid officers not in receipt of the Consolidated Disability allowance) (clause 77), Tool (clause 71), High Voltage (clause 66), Responsibility (clause 72) and Skills and Retention (Steam) (clause 73), WH&S Officer Skills (clause 78), and Overtime Meal (clause 90) allowances will be adjusted annually in accordance with the 3% salary increases contained in clause 44.2.

44.4 The Motor Vehicle (clause 76); Relocation (clause 67); Accommodation in conjunction with fares out (clause 40); Travelling (clause 70); and Professional Development (clause 64) allowances; and the Remote Employee Electricity Subsidy (clause 40); will be adjusted with effect from 1 January each year, in accordance with the annual Darwin Consumer Price Index as recorded by the Australian Bureau of Statistics for the previous September quarter. The employer will give effect to any subsequent annual adjustments required under the Agreement through a determination. The allowances will not reduce if the Darwin Consumer Price Index is negative.

44.5 The Dual Trade Market (clause 59), Availability (clause 60), Extra Duty (clause 62), Team Leader (clause 69), Consolidated Disability (clause 61), and Pre-eminent Professional (clause 65) allowances are expressed as a percentage of salary and therefore do not require adjustment.

44.6 The allowances for Damaged Clothes and Tools (clause 75), and Personal Electrical Licence Nominee (clause 74), Attraction and Retention Payment – Alice Springs (clause 79), and Northern Territory allowance (clause 83), along with any bonuses payable under this Agreement, will be adjusted in accordance with their respective clause provisions.

44.7 Payment of Salaries and Allowances

(a) Unless otherwise stated, salaries and allowances will be paid fortnightly by electronic funds transfer into a financial institution account nominated by the employee.

(b) Salaries and allowances (with the exception if lump sum allowances) will be paid fortnightly based on the following formula:

Fortnightly pay = Annual Salary x 12 / 313

Note: This formula recognises there are 313 fortnightly pay cycles within a 12 year period and is designed to achieve a consistent fortnightly pay rate year-to-year (noting the calendar year is not neatly divisible into 26 fortnightly periods, and one in every 12 years there are 27 pay cycles in the year).

(c) Where, as a result of short notice, electronic payment of daily travel allowance cannot be arranged prior to departure, provision for the payment will be made as soon as reasonably practicable.

(d) Electronic pay data in lieu of paper pay slips will be maintained across Territory Generation where possible.

(e) Payment of the salary and allowance increases in this Agreement (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

45.1 The employer endeavours to ensure that all employees are paid their entitlements correctly and on time. However, from time to time employees may be either overpaid or underpaid. In either case, the parties agree that an incorrect payment of entitlements should be corrected as soon as reasonably practicable.

45.2 Recovery of overpayments

(a) An employee will be given written details of the overpayment and the amount proposed to be deducted or withheld. An employee will be provided a reasonable opportunity to propose a reasonable alternative arrangement to repay the overpayment.

(b) Subject to clause 45.2(c), unless an employee provides written consent to a higher amount, the maximum deduction to cover an overpayment will be 10% of the employee's gross salary per pay period.

(c) The CEO may enter into an alternative arrangement with an employee to repay the overpayment if it is reasonable in the circumstances, the risk of not recovering the overpayment is low, and the arrangement will not result in any added costs.

(d) On the cessation of an employee's employment, any amount or entitlement due to the person must be first used to repay the overpayment.

45.3 Rectification of underpayments

(a) Where an underpayment is determined by Territory Generation, Payroll Services within the Department of Corporate and Digital Development will be advised as soon as reasonably practicable to rectify the underpayment.

(b) Where an employee identifies a potential underpayment, the employee will notify Payroll Services in the first instance. Territory Generation will support Payroll to rectify an underpayment (including any applicable superannuation) to an employee as soon as reasonably practicable.

46. Annualised Salaries

Annualised salaries provided under this Agreement will be established in accordance with clause 28 (Individual Flexible Arrangements), or clause 29 (Variation to Working Arrangements for Groups of Employees) of the Agreement.

47. Operator – 24/7 Shiftworker – Annualised Allowance

47.1 For the purpose of this clause Operators means Operators, Senior Operators and Operator / Maintainer who work on the 24/7 shift roster at the Remote Operating Centre, Channel Island Power Station or Alice Springs Power System.

47.2 Operators who work on the 24/7 shift roster will be paid an annualised allowance equal to 57.4% of total salary (which includes Consolidated Disability Allowance, High Voltage Allowance and Dual Trade Allowance, where payable, which count as salary for all purposes). The annualised allowance will be in lieu of the following entitlements:

(a) an overtime component equal to the first 96 hours of overtime, paid at double time, of which the following must be attributed to:

(i) an additional 20 minute handover period per normal rostered shift. Extra duty worked outside the normal shift roster i.e. payment of relevant overtime shifts will include payment of overtime for the handover period; and

(ii) the acquittal of the first 42 hours of essential training each calendar year, including training on new plant or equipment, as directed by Territory Generation.

(b) shiftwork provisions provided for in clauses 91.5 to 91.8;

(c) an additional hours component equal to 31 hours duty per annum paid at double time resulting from the reduction in weekly hours from 37.5 to 36.75 which was effective 9 April 2026; and

Note: 31 hours is the difference in total hours worked per year and total hours paid per year i.e. 1,942 hours worked – 1,911 hours paid = 31 hours. The parties also acknowledge that prior to 9 April 2026 that Operators were paid 1,950 hours.

(d) recreation leave loading shift penalty provisions provided for in clause 94.1(b).

47.3 Additional hours performed in excess of 96 hours per calendar year referred to in clause 47.2(a), including the first 42 hours of essential training, will be paid the relevant overtime rates.

47.4 The annualised allowance recognises that Operators work 12 hours per shift on a cyclic 24/7 roster, noting that the shift allowance is calculated over an 18 week cycle of shifts.

47.5 Changes to the roster will be managed in accordance with the Management of Change provisions contained in clause 14.

47.6 Where there is a change in roster, the annualised allowance will be reviewed and may be adjusted following approval and the issuing of a Determination from the Commissioner.

47.7 The annualised allowance will:

(a) be payable during periods of approved paid leave, as well as for periods of cashed up recreation leave and payment in lieu of recreation leave;

(b) count as salary for superannuation purposes; and

(c) be payable for the purposes of clauses 4.4.7 (Voluntary Retrenchment) and cause 4.6.5 (Income Maintenance) of Schedule 4 – NTPS Redeployment and Redundancy Entitlements as contained in the Enterprise Agreement.

47.8 The annualised allowance does not count as salary for the purposes of:

(a) payment in lieu of long service leave; or

(b) payment of overtime.

Additional Public Holidays – Shift Penalty Payments / Recreation Leave Credits

47.9 The annualised allowance at clause 47.2 includes payment for Public Holiday shiftwork provisions contained in clauses 91.5 to 91.8 across 7 days per week, and is inclusive of all gazetted Public Holidays as at the commencement of this Agreement.

47.10 An Operator who works on any new additional public holiday not covered by this Agreement (one off or annual) shall be paid the following penalty payments:

(a) where the Public Holiday is a Sunday, a shift penalty payment of 50% of salary for the Public Holiday hours worked on that day;

(b) where the Public Holiday is a Saturday, a shift penalty payment of 100% of salary for the Public Holiday hours worked on that day;

(c) where the Public Holiday is Monday to Friday, as shift penalty payment of:

(i) 150% of salary for a day shift worked for Public Holiday hours worked on that day; or

(ii) 131.25% of salary for an afternoon shift worked for the Public Holiday hours worked on that day; or

(iii) 127.5% of salary for a night shift worked for the Public Holiday hours worked on that day.

47.11 An Operator who is rostered off duty, on any new additional gazetted public holiday not covered by this Agreement, shall be credited with recreation leave, or paid ordinary pay where they have excess leave, in accordance with clause 91.8 of the Agreement.

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

48.1 This clause applies to Operator / Maintainers who work permanently on the 7 day shift roster, without supervision, at the Channel Island Power Station.

48.2 Operator / Maintainers will be paid an annualised shift allowance 12.46% of total salary (which may comprise of Consolidated Disability Allowance, High Voltage Allowance and Dual Trade Market Allowance, where payable, which count as salary for all purposes).

48.3 The annualised shift allowance will be in lieu of the following entitlements

(a) shiftwork provisions provided for in clauses 91.5 to 91.8; and

(b) recreation leave loading shift penalty provisions provided for in clause 94.1(b).

48.4 The annualised shift allowance recognises that Operator / Maintainers work 9 hours 11 minutes per shift over a 7 day roster (or 12 shifts over a 3 week cycle of shifts) and incorporates ordinary hours worked every third Saturday and Sunday.

48.5 Changes to the roster will be managed in accordance with the Management of Change provisions contained in clause 14.

48.6 Where there is a change in roster, the annualised shift allowance will be reviewed and may be adjusted following approval and the issuing of a Determination from the Commissioner.

48.7 The annualised shift allowance will:

(a) be payable during periods of approved paid leave, as well as for periods of cashed up recreation leave and payment in lieu of recreation leave;

(b) count as salary for superannuation purposes; and

(c) be payable for the purposes of clauses 4.4.7 (Voluntary Retrenchment) and 4.6.5 (Income Maintenance) of Schedule 4 – NTPS Redeployment and Redundancy Entitlements as contained in the Enterprise Agreement.

48.8 The annualised shift allowance does not count as salary for the purpose of:

(a) payment in lieu of long service leave; or

(b) payment of overtime.

49. Technical Coordinator Salary Arrangements

49.1 Technical Coordinators assist in ensuring Territory Generation's strategic objectives are realised at the operational level.

49.2 In recognition of this, to better distinguish these roles from the purely operational nature of Trade Technical positions, and to facilitate the creation of a stronger middle management culture amongst Technical Coordinators, Territory Generation has an outcomes focused salary package arrangement for Technical Coordinators.

49.3 An additional hours component equating to approximately 265 hours per annum is rolled into the base salary of Technical Coordinators (including Senior Technical Coordinators), on the following basis:

(a) Territory Generation expects Technical Coordinators to embrace leadership capability and development initiatives comprising part of Territory Generation's continuous improvement program which are designed to assist employees to operate more strategically, proactively and efficiently in the performance of their role through changes to work method and output.

(b) The rolled up component represents a reasonable outer limit of annual additional hours that Technical Coordinators may be expected to perform, and within which they should be able to effectively carry out the requirements of their role.

(c) The rolled up component is paid in lieu of overtime (clause 88), call out (clause 89), Extra Duty Allowance (clause 62) or annualised salary payments that Technical Coordinators would otherwise be entitled to under this Agreement.

49.4 Technical Coordinators who are required to participate in a call out roster will be entitled to the Availability Allowance specified under clause 60.

49.5 In the event that a Technical Coordinator experiences a significant change in workload or hours of work that is inconsistent with the principles stated in clause 49.3, the process specified for resolving the matter as specified in clause 12.6(b) (Safety, Health, Welfare, Discrimination and Workloads) will apply.

49.6 Subject to operational requirements, to facilitate flexible work options (e.g. RDO type arrangements), Technical Coordinators may request to:

(a) enter into a Flexible Working Hours (Flextime) arrangement in accordance with clause 86; or

(b) access the flexible work arrangements in accordance with clause 30.

49.7 Technical Coordinators paid a salary that is equal to, or less than, the Band 3 top of range, are not eligible to be paid for overtime work, or access TOIL for excess travel time under clause 88.11, until the demonstrated completion of 265 additional hours in a calendar year.

Note: Clause 49.7 above is to be read in conjunction with clause 88.1 and 88.2 (Overtime).

50. Operator / Maintainer Classification

50.1 If during the period of this Agreement Territory Generation propose to introduce the Operator / Maintainer classification at the Owen Springs Power Station, it shall only occur in accordance with clause 14 (Management of Change).

50.2 Employees transferring to the Operator / Maintainer classification, who require additional skills to fulfil the role, will be provided with the necessary training within an appropriate timeframe.

51. Corporate Safety Initiative

51.1 Territory Generation is committed to encouraging proactive and positive safety behaviours at an individual and corporate level. In recognition that such initiatives lead to positive safety outcomes the following safety initiative bonuses will apply:

(a) $500 annual individual safety initiative bonus (provided under clause 53.4 – Performance Achievement) based on an employee's successful achievement against individual safety targets agreed during the performance management achievement process; and

(b) $500 annual corporate safety initiative bonus based on Territory Generation's collective achievement against corporate set safety targets.

Note: Eligibility for the corporate safety initiative is conditional on the employee's successful participation and successful achievement of the agreed individual safety bonus element of the Safety Initiative.

51.2 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, refer clause 51 and 53 (Performance Achievement).

Note: A significant breach of safety, pursuant to the Territory Generation's Safety Non-Negotiables and Vital Behaviours (WHS) Procedure, would relate to high risk activities, behaviours or processes which have the potential to cause serious injury or fatality if not complied with.

51.3 The bonuses will be paid to eligible employees on the pay day of the first pay period commencing on or after 1 August.

51.4 Further detail relating to the individual and corporate safety bonuses (including safety targets) and timeframes for implementation are set out in Schedule 5.

52. Pay Progression

52.1 Automatic annual pay progressions do not apply to Territory Generation.

52.2 Eligibility to pay progression within the relevant classification is conditional on the successful completion an employee achievement plan.

Note: Pay progressions for Trade Technical, Operator and Operator / Maintainer streams shall also include completion of job model competencies as identified.

52.3 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 Agreement cycle; or

Note: Clause 52.3(a) 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 Agreement cycle; or

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

52.4 In addition to meeting the requirements for a pay progression under Territory Generation's performance achievement system, a pay progression for trainees and undergraduates is conditional on satisfactory completion of the requirements of their course of study.

52.5 Progression to a higher classification level within the stream or in a new stream is based on an employee's successful application for a vacant position, as assessed through the merit selection recruitment process.

52.6 Pay Progressions will be limited to one per year except for Trade Technical, and Operator / Maintainer classifications who undertake job models, who may receive up to 2 pay progressions per year. Operator's may receive up to 3 pay progressions per year.

52.7 For the purpose of clause 52.6, Trade Technical, Operator and Operator / Maintainer classifications, may receive one pay progression in accordance with the performance achievement cycle, and any further relevant pay progressions based on the successful completion of a relevant job model competency.

53. Performance Achievement

53.1 The 'Employee Achievement Plan' performance achievement system applies to all employees.

53.2 The following process should be utilised to facilitate pay progressions under the Employee Achievement Plan:

(a) the employee's achievement plan will be developed for a 12 month period each financial year;

(b) the employee achievement plan should be developed in line with the Performance Planning cycle and will be reviewed at a minimum of every 6 months to encourage regular communication and feedback opportunities for employees and their supervisor;

(c) employees on parental leave, who have completed at least 6 month service (which may be in broken periods) in the performance achievement cycle prior to commencing parental leave or on return from parental leave will be eligible to undertake a performance review for the purpose of attaining an increment progression subject to the requirements of clause 53.3;

(d) changes to an employee's achievement plan, will be agreed between the employee and the supervisor;

(e) on meeting the progression requirements defined within the employee achievement plan, the employee will be entitled to a pay progression; and

(f) pay progressions associated with the employee achievement plan will apply from the first pay period commencing on or after 1 August of the year of assessment.

53.3 An Employee Achievement Plan is mandatory and includes the following elements:

(a) individual or team operational outcomes;

(b) individual behavioural outcomes; and

(c) individual Safety Bonus eligibility requirements

and the following optional components:

(d) priority outcomes focusing on extra achievement by an individual, in addition to the general requirements of the role (Mandatory to be completed for Non-Job Model Pay Progression or Top of Band Bonus);

(e) job model learning and application outcomes for Operator / Maintainer's, Trade Technical and Operator employees (other than those who have completed all relevant Job Models and to whom clause 53.3(g) therefore applies);

(f) corporate training awareness requirements;

(g) skills based training that has been developed in consultation with the employees;

(h) training and development requests are to be entered directly into MyHub by the employee; and

(i) requests entered in MyHub will be reviewed by the delegate who is responsible for authorising training and development requests.

53.4 Individual Safety Bonus:

(a) Employees who are assessed as successfully demonstrating all the requirements of clause 53.3(c), are entitled to a $500 Individual Safety Bonus provided they have been assessed as successfully demonstrating the requirements of clause 53.3(a).

Note: Employees who receive the Individual Safety Bonus under this clause are then considered eligible for the Corporate Safety Initiative Bonus under clause 51.

(b) 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, refer clause 51 (Corporate Safety Initiative) and clause 53.4.

Note: A significant breach of safety, pursuant to the Territory Generation's Safety Non-Negotiables and Vital Behaviours (WHS) Procedure, would relate to high risk activities, behaviours or processes which have the potential to cause serious injury or fatality if not complied with.

53.5 Top of Band Bonus

An employee who is already at the top increment of the designation in which they are employed; and who is assessed as successfully completing the requirements under clause 53.3 shall be entitled to a top of band bonus as follows.

Top of Band Bonus	Bonus / Pay Point
Band 1 ACS employees at top pay point	$1 750
Band 2 ACS employees at top pay point	$2 250
Band 3 ACS employees at top pay point	$2 750
Band 4 ACS employees at top pay point	$3 250
Undergraduate employees at top pay point	$1 750
Band 2 SEP employees at top pay point	$2 250
Band 3 SEP employees at top pay point	$2 750
Band 4 SEP employees at top pay point	$3 250
Technical Coordinator employees at top pay point	$3 250
Senior Technical Coordinator employees at top pay point	$3 250
Technical Specialist employees at top pay point	$2 750
Senior Technical Specialist employees at top pay point	$2 750
Operator employees at top pay point	$2 250
Senior Operator employees at top pay point	$2 750
Operator / Maintainer employees at top pay point	$2 750
Trade Technical employees at top pay point	$2 250

53.6 Top of band bonus under clause 53.5 or the Individual Safety Bonus under clause 53.4 will apply from the first pay period commencing on or after 1 August of the year of assessment.

53.7 An employee will be ineligible for Top of Band Bonus where the employee:

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

Note: Clause 53.7(a) will not apply where 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.

53.8 Administrative and Corporate Service Bonus

The parties recognise that the $500 Administrative and Corporate Services Supplementary Bonus that applied under the *2022 – 2026 Territory Generation Enterprise Agreement* ceased and was incorporated into the annual salaries on 18 July 2024.

54. Gas Certification Bonus - Gasfitter Type–B Licence

54.1 An employee classified as a Trade Technical, 7 day Operator/Maintainer, Regional Operator/Maintainer, Technical Specialist, Senior Technical Specialist, Technical Coordinator or Senior Technical Coordinator will be eligible for a Gas Certification Bonus of $500 on the following occasions:

(a) upon receiving full certification of their Gasfitter Type-B Licence; and

(b) annually on the pay day of the first pay period commencing on or after 1 August each year.

54.2 To be eligible for the Gas Certification Bonus in clause 54.1 an employee must:

(a) hold a current Gasfitter Type-B Licence; and

(b) be required by Territory Generation to perform duties (installation, commissioning and servicing) requiring the use of that licence.

54.3 The Gas Certification Bonus will not be payable where the employee only holds a provisional Gasfitter Type-B Licence.

55. Technical Coordinators and Technical Specialists – Appointments above Base

55.1 Subject to clauses 55.2 and 55.3, an employee employed at the maximum salary point of either a Technical Coordinator or Technical Specialist classification immediately prior to promotion may, at the discretion of the CEO, be promoted above the base salary point of the Senior Technical Coordinator or the Senior Technical Specialist classification.

55.2 The exercise of the CEO's discretion under clause 55.2 is conditional on:

(a) the employee completing at least 12 months service at the classification held immediately prior to the employee's promotion; and

(b) where an employee has not met the requirements of clause 55.2(a), the employee will be promoted to the minimum pay point of the applicable classification.

55.3 An employee employed in the following classifications:

(a) at or between the Trade Technical 9 to Trade Technical 11 classification; or

(b) at the Technical Specialist classification and receiving Extra Duty Allowance,

immediately prior to a temporary or ongoing promotion may, at the discretion of the CEO, be promoted or temporarily promoted to above the base salary of the Technical Coordinator classification.

55.4 Further progression to higher pay points will be subject to clauses 52 (Pay Progression) and 53 (Performance Achievement) of the Agreement.

56. Superannuation

56.1 The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the parties.

56.2 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.

Note: This means that superannuation will only be paid up to the maximum contribution base even if an employee's ordinary time earnings (including allowances which count for purposes of superannuation) exceed this amount.

56.3 The Commonwealth Superannuation Scheme (CSS), Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) and Northern Territory Supplementary Superannuation Scheme (NTSSS) are classified as exempt public sector superannuation schemes under the *Superannuation Industry (Supervision) Act 1993*. The superannuation legislation treats exempt public sector superannuation schemes as complying funds for concessional taxation and superannuation guarantee purposes.

Note: CSS was closed to new members from 1 October 1986 and both NTGPASS and NTSSS were closed to new members from 10 August 1999; employees employed before these dates may be members of the CSS, NTGPASS and NTSSS.

56.4 Employees who commenced after 10 August 1999, or who have ceased to be a member of the CSS, NTGPASS or NTSSS, can choose a complying superannuation fund to receive superannuation contributions on their behalf.

56.5 Employees who do not nominate a superannuation fund will have their superannuation contributions paid to either:

(a) an existing superannuation fund of which they are a member (if this is required by legislation); or

(b) the employer's default superannuation fund, which offers a MySuper product.

57. Salary Sacrifice for Employer Superannuation

57.1 Under this Agreement an employee may choose to sacrifice salary for employer superannuation contributions into a complying superannuation fund. The arrangement is available to all employees and participation is at the discretion of an individual employee. Under the scheme the following conditions will apply:

(a) An employee who currently has their employer superannuation guarantee contributions paid to a Choice of Fund superannuation fund (e.g. employed after 10 August 1999) may salary sacrifice into that fund or another complying superannuation fund.

(b) An employee who currently contributes to the Commonwealth Superannuation Scheme is not able to salary sacrifice into that scheme but can salary sacrifice into another complying superannuation fund.

(c) An employee who currently makes Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) member contributions at the rate of 6% may salary sacrifice into a complying superannuation fund.

(d) While there is no limit to the amount an employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions

(whether real or notional) will be assessed against the Commonwealth Commissioner of Taxation. The employee is responsible for any tax, interest and penalties that may be imposed by the Commissioner of Taxation or other relevant authority for them exceeding the Commonwealth concessional contribution cap.

(e) The arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly.

(f) The arrangement does not operate to reduce employer superannuation contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of salary sacrifice arrangements.

(g) When an employee who is member of the Commonwealth Superannuation Scheme or NTGPASS, or Northern Territory Supplementary Superannuation Scheme (NTSSS) enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes shall remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes).

58. Salary Sacrifice Packaging

58.1 Under this Agreement an employee may choose to enter into salary sacrifice packaging arrangements in compliance with Commonwealth taxation legislation and any rules and regulations imposed by the Australian Taxation Office or other relevant authority. These salary sacrifice packaging arrangements meet the full obligations of the employer in relation to salary payments required under this Agreement. Under the arrangement the following conditions will apply:

(a) the arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;

(b) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes will be met by the employee;

(c) an employee shall meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;

(d) an employee's salary for superannuation purposes and severance and termination payments shall be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement; and

(e) an employee will provide evidence of having obtained or waived their right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

PART E – ALLOWANCES AND SPECIAL RATES

59. Dual Trade Market Allowance

59.1 An employee who:

(a) is stationed in a Territory Generation power station in the Northern Territory; and

(b) holds dual trade qualifications (in either Instrument, Electrical, Mechanical Diesel Fitter or Certificate III in Mechanical Engineering, or Certificate III in Engineering - Fabrication) and works on the system controls of the power station generating unit, and plant equipment; and

(c) is employed in a designation listed in column A of the following table;

will be paid a Dual Trade Market Allowance at the rate specified in Column B of the following table.

COLUMN A	**COLUMN B**
Territory Generation Designation	**Annual Dual Trade Market Allowance Rate**
Senior Technical Specialist Senior Technical Coordinator	23% of Territory Generation Administrative and Corporate Salary Band 2.2
Technical Specialist Technical Coordinator Operator / Maintainer level 4 to 7 Trade Technician level 10 – 11	17% of Territory Generation Administrative and Corporate Salary Band 2.2
Operator / Maintainer level 1 to 3 Trade Technician level 5 – 9	14% of Territory Generation Administrative and Corporate Salary Band 2.2

59.2 The allowance will count as salary for all purposes.

60. Availability Allowance

60.1 Subject to clause 60.3, any employee who is:

(a) rostered for call out to work outside of the span of hours; or

(b) not rostered for call out, but agrees upon request to be available for call out due to Territory Generation's particular operational requirements on a given day,

will receive a daily allowance equivalent to 25.5% of the Territory Generation Band 2.3 weekly salary rate calculated at a daily rate (over 7 days) as outlined in Schedule 2.

60.2 An employee who is required to be available for call out on a public holiday is entitled to:

(a) one days recreation leave credit, or in the case of an employee with excess recreation leave entitlements, one additional days ordinary pay where the public holiday is a full calendar day; or

(b) the relevant number of hours recreation leave credit, or in the case of an employee with excess recreation leave credits, the relevant number of hours as ordinary pay where the public holiday is a partial calendar day.

60.3 Clause 60.2 applies to employees in receipt of the call out component of the Extra Duty Allowance, but does not apply on annualised salary arrangements that incorporate or provide allowances for these provisions.

61. Consolidated Disability Allowance

61.1 The following allowances provided under the *Northern Territory Public Sector Enterprise Award 2016* do not apply and are not payable to employees in the Trade Technical, Operator, Operator / Maintainer Technical Specialist, or Technical Coordinator stream as they have been absorbed into salary rates or the Consolidated Disability Allowance:

(a) Distribution Allowance;

(b) First Aid Allowance;

(c) Forklift Allowance;

(d) Industry Allowance;

(e) Lines Allowance;

(f) Mechanical Equipment Operators Allowance;

(g) Power Station Allowance; and

(h) Special rates – dirty work, wet work, work inside oil tanks, work on outside of oil tanks, height money, insulation work, confined spaces, boiler cleaning, refractory bricklayer allowance, toxic substances, but not including asbestos allowance.

61.2 A Trade Technical, Operator or Operator / Maintainer employee exposed to extreme heat, height or dirty work, wet work or work in restricted and confined spaces or other conditions and circumstances of a like nature, will be paid a fortnightly Consolidated Disability Allowance equivalent to 6% of the Territory Generation Band 2.3 fortnightly salary rate.

61.3 Employees in the Technical Specialist and Technical Coordinator streams working in the conditions described in clause 61.2 may, with CEO approval be paid the Consolidated Disability Allowance:

(a) on an intermittent basis where they meet the criteria for payment for the majority of time in a given fortnightly pay period; or

(b) on a consistent fortnightly basis where the criteria for payment is being met on a regular ongoing basis.

61.4 The allowance will count as salary for all purposes.

62. Extra Duty Allowance

62.1 In light of the operational nature of their role and the peaks and troughs in workload commonly experienced throughout the year, an annual Extra Duty Allowance (EDA), payable in equal fortnightly instalments, is available to Technical Specialists and Science and Engineering Professionals (who are eligible to receive overtime in accordance with clause 88.1 (Overtime)in accordance with this clause in recognition of any requirement to:

(a) work reasonable additional hours (the "additional hours" component); and/or

(b) remain available to return to duty (the "call out" component).

62.2 The EDA is paid in lieu of any overtime, call out and availability allowance payment provisions that would otherwise apply.

62.3 The additional hours component is based on a percentage of the employee's nominal salary, and is payable as follows:

(a)	Category A – Around 50 additional hours per annum	4%
(b)	Category B – Around 100 additional hours per annum	8%
(c)	Category C – Around 150 additional hours per annum	12%
(d)	Category D – Around 200 additional hours per annum	18%
(e)	Category E – Around 250 additional hours per annum	24%
(f)	Category F – Around 300 additional hours per annum	30%

62.4 In special cases the CEO may determine a further additional hours component to that stated in clause 62.3(f), which will not count as salary for any purpose.

62.5 All additional hours performed count toward the additional hours component on a one for one basis.

62.6 The call out component is based on a percentage of the Territory Generation Band 2.3 salary rate, and is payable as follows:

(a)	participation in the call out roster on a 1 in 4 less (or 2nd on call) basis	6%
(b)	participation in the call out roster on a 1 in 3 basis	8%
(c)	participation in the call out roster on a 1 in 2 basis	12%

62.7 Subject to any relevant governing legislation and clause 62.4, the additional hours component and the call out component of the EDA will count as salary for the following purposes:

(a) workers compensation;

(b) recreation leave and personal leave that accrued after 1 January 2002;

(c) long service leave that accrued after 1 January 2004; and

(d) all other forms of paid leave under the Agreement.

62.8 Subject to clause 62.4, the employer will pay superannuation on the EDA as if it was 'ordinary time earnings' under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

62.9 The EDA period runs from 1 January each year. The record of additional hours is 'zero balanced' or 'reset' on that date, with no carry over from the previous year.

62.10 The actual performance of additional hours and participation in the call out roster will be monitored against the applicable level of EDA on a quarterly basis to ensure that these are tracking in accordance with the annual forecast. Where the actual performance of work is not sufficiently aligned to the annual forecast, corrective action will be agreed between the employee and manager to amend the approved entitlement, address demand for extra duty or provide access to time off in lieu.

62.11 Both initial requests and subsequent requests for review of EDA will require the approval of the CEO. In relation to the annual review process, relevant managers are required to submit supporting information regarding the proposed utilisation of EDA within their work group for the following year, by 1 December of the current year to:

(a) identify eligible individuals;

(b) specify proposed levels of extra duty allowance for each individual; and

(c) include details of the actual performance of additional hours and call out for the current EDA year for each individual, in support of the levels proposed for the following year.

63. Higher Duties Allowance

63.1 An employee who is required to perform all or part of the duties of a higher level job for a minimum of 5 consecutive working days is eligible to receive a higher duties allowance.

63.2 The higher duties allowance will be calculated as the difference between the employee's salary and the minimum salary for the higher level job, or an alternative amount determined and authorised as a percentage of the duties performed where partial performance is directed.

63.3 Where the minimum salary of the higher level job is lower than or equal to the employee's salary, the allowance will be calculated by reference to the pay point that first constitutes an increase in salary for the employee.

63.4 Where the employee's nominal role has not been back filled and the employee is required to perform partial duties of that role, while acting in a higher duties capacity, the CEO may approve the continuation of allowances (specific to the employee's nominal role) for the duration of the higher duties.

63.5 Payment of higher duties allowance will be from the date of commencement of the 5 day period until the employee ceases to perform the normal range of duties.

63.6 An employee acting in an Executive Contract position will receive payment in accordance with whichever of the following options constitutes the greatest benefit to the employee:

(a) at the pay level within the following classifications that first constitutes an increase compared with the remuneration received by the employee in their nominal position:

(i) the NTPS Senior Administrative Officer or Executive Officer level in the case of an employee acting in an Executive Contract Manager position; or

(ii) the NTPS Executive Officer level in the case of an employee acting in an Executive Contract Officer position; or

(b) at a level that constitutes a 5% increase compared with the remuneration received by the employee in their nominal position.

63.7 For the purposes of this clause, remuneration means salary plus the following allowances to which the employee is entitled under this Agreement:

(a) Consolidated Disability Allowance (clause 61);

(b) Extra Duty Allowance (clause 62);

(c) High Voltage Allowance (clause 66); and

(d) a current period of Higher Duties Allowance.

64. Professional Development Allowance

64.1 The CEO may, subject to this clause, approve the reimbursement or payment of financial assistance to a Science and Engineering Professional employee to offset professional development costs.

64.2 Payment of the allowance is subject to the following qualifying periods, amounts and conditions:

(a) the annual Professional Development Allowance entitlement year is 1 January to 31 December, and continuous service is determined as at 1 January each year and in accordance with Schedule 2;

(b) an employee can only make one claim per Professional Development Allowance entitlement year up to their maximum annual Professional Development Allowance entitlement;

(c) reimbursement can be made at any time during the financial year where the employee has reached their maximum Professional Development Allowance entitlement on production of sufficient evidence to substantiate the employee's professional development costs;

(d) reimbursement will be in the form of a lump sum;

(e) the allowance will not count as salary for any purpose;

(f) the allowance will apply to part-time employees on a pro rata basis based upon their contracted hours of employment;

(g) an advance payment of the allowance may be approved at the employee's request in circumstances where the employee is required to meet substantial costs in advance for an approved professional development activity, e.g. an interstate conference;

(h) as part of the performance planning and review process, an employee and their manager may agree to forward plan a professional development activity;

(i) the production of sufficient evidence by the employee substantiating professional development costs and activity/activities incurred, or to be incurred by them, and providing evidence that the employee attended the activity/activities.

64.3 The allowance is payable for the following professional development activities:

(a) fees for professional courses, tuition, conferences or similar;

(b) fees for professional bodies where eligibility for membership is essential for professional registration and/or practice in Territory Generation;

(c) subscriptions to technical / business publications;

(d) the purchase of technical books; and

(e) air travel to conferences (up to 50% of the allowance).

64.4 The Professional Development Allowance is not paid as a substitute for Territory Generation developmental programs.

65. Pre-eminent Professional Allowance

65.1 The CEO may grant a Science and Engineering Professional positioned at the top of Band 4 the status of "Pre-eminent Professional" for a period of one year, having regard to the guidelines for Pre-eminent Professional status.

65.2 An employee granted the allowance will be paid an amount equivalent to the rate of 10% of their nominal salary, on a lump sum basis.

66. High Voltage Allowance

66.1 A Territory Generation employee who is required to perform High Voltage (HV) switching will be paid a HV Allowance specified in Schedule 2, provided they can demonstrate the following:

(a) HV training has been approved by the employee's manager and is identified as a requirement of their position;

(b) they are deemed suitably competent, qualified, and authorised to perform HV operating, to write and/or check HV isolations for the plant on their site at all complexity levels; and

(c) they are deemed competent by Territory Generation in one of the following classifications:

(i) Senior Operator;

(ii) Operator;

(iii) Operator / Maintainer

(iv) Senior Technical Coordinator; or

(v) another classification approved by the CEO.

66.2 The allowance will count as salary for all purposes.

67. Relocation Allowance

67.1 Where on employment, promotion or transfer, it is necessary for an employee to move from one location to another to take up duty and the reasonable cost of so moving is at the expense of Territory Generation, the employee may be paid a relocation allowance to assist with their immediate accommodation needs.

67.2 The rate of relocation allowance will be set out in Schedule 2 for:

(a) an employee only; and

(b) an employee with a resident family unit.

67.3 For the purpose of this allowance, the resident family unit rate is applicable where the employee's spouse, children or any other person who resided with the employee as part of the employee's family unit prior to relocation, accompanied the employee upon relocation and for whom the cost of that relocation was met by Territory Generation.

67.4 Where an employee is provided with accommodation, the CEO may approve payment of a relocation allowance of a once only payment of one fortnights allowance, irrespective of whether an accommodation cost is incurred.

67.5 Where an employee is not provided with accommodation the CEO may approve payment of a relocation allowance for a period of up to:

(a) 6 fortnights; or

(b) 10 fortnights in the case of a relocation to Katherine or Alice Springs, if it assists with recruitment and retention in these locations.

68. Relocation Expenses – Employment or Transfer

68.1 Where on appointment, promotion, transfer, secondment, redeployment, or as a result of an inability process it is necessary for an employee to move from one location to another to take up duty, Territory Generation may, having regard to all relevant circumstances of the appointment, authorise payment to an approved carrier of:

(a) an amount equal to the cost of conveyance of the person, immediate family members (if any) and reasonable household furniture and effects; or

(b) a lesser allowance as determined by Territory Generation to assist the person to relocate.

68.2 The CEO will not authorise payment of salary or any allowance based on salary in respect of any period of travel occurring prior to commencement of duty.

68.3 An employee who requests and is permitted to voluntarily transfer from one district or place to another, will have no entitlement under this clause and will bear all costs of their relocation.

68.4 An employee who is transferred as a result of any disciplinary action will pay the whole cost of transfer.

68.5 An employee may, with the approval of the CEO, arrange insurance on household furniture and effects to be removed and the cost of that insurance may form part of the amount authorised for payment under this clause.

68.6 The insurance in clause 68.5 does not include insurance payable for:

(a) collections or valuables; and

(b) motor vehicles.

68.7 Territory Generation will not accept any liability for loss or damage in respect of removal of items under clause 68.6.

68.8 An employee will not be entitled to any compensation from Territory Generation for losses or damages arising from the removal, except where the removal is performed by Territory Generation, in which case compensation may be allowed under such conditions approved by the CEO.

68.9 Any payment made under this clause is in addition to any payment made under the Relocation Allowance (clause 67).

69. Team Leader Allowance

69.1 An employee classified as Trade Technical at pay point 1 to 11 or Operator / Maintainer at pay point 1 to 5 may be appointed as a team leader if they are responsible for supervising a work team comprising:

(a) 2 or more employees occupying the same classification level as the employee (or directly supervised contractors performing work duties equivalent to an employee occupying that classification level); or

(b) less than 4 employees occupying the same classification level as the employee (or directly supervised contractors performing work duties equivalent to an employee occupying that classification level), in circumstances where the team is working away from regular oversight or direction on a permanent basis, and the CEO approves the appointment.

69.2 Appointments as team leader are based on skill and competency to perform the task (with competencies to be drawn from leadership or management courses provided and/or endorsed by Territory Generation), and may apply to a single project or for work of a continuous nature, provided that the appointment operates for a minimum of 2 weeks duration.

69.3 Team leaders will receive a daily allowance equivalent to 5.6% of the Territory Generation Band 2.3 daily salary rate.

69.4 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.

69.5 An employee appointed as a team leader shall have the allowance paid during periods of recreation leave and public holidays.

70. Travelling Allowance

70.1 Subject to this clause, an employee will be paid a travelling allowance when they are travelling on duty and is required to be absent overnight from their base employment location.

70.2 The travelling allowance payable will be at the rate determined by the employer, or where that allowance is not considered appropriate in respect of a particular travel situation, such greater or lesser allowance the CEO considers appropriate.

70.3 An employee will not be entitled to travelling allowance (except for the incidentals component):

(a) where Territory Generation provides reasonable accommodation and/or meals at no cost to the employee, regardless of whether the employee utilises the Territory Generation accommodation or meals, or chooses to utilise alternative services; or

(b) where the employee is absent from the temporary duty locality during any period of paid or unpaid leave.

70.4 Where an employee is required to be absent from their base employment location for a period in excess of 14 days (including for the purposes of planned personal development or job rotation), prior to the employee commencing travel, the employee and the relevant manager may consider the type of accommodation provided and review the travel allowance payable and substitute it with an alternative amount.

71. Tool Allowance

71.1 Territory Generation will provide tradespersons with all necessary power tools and specific purpose tools.

71.2 An employee will give a receipt for any tools provided to them by Territory Generation.

71.3 An employee will replace or pay for any tools supplied by Territory Generation which are lost as a result of negligence on the part of the employee.

71.4 Where Territory Generation requires a tradesperson to provide their own tools, the employee will be entitled to receive a tool allowance at the rate specified in Schedule 2.

71.5 The allowance will be payable during periods of approved paid leave.

72. Responsibility Allowance

72.1 For the purpose of this clause:

(a) **Operators** means Operators, Senior Operators and Operator / Maintainer; and

(b) **Authorised Status** means being assessed as competent by the delegate following a recommendation from an Operators peers in accordance with agreed procedures and guidelines endorsed by the Generation Coordination Committee.

72.2 An Operator who works 24 hours a day, 7 days a week, 365 days a year shift roster without supervision, and who receive an annualised allowance under clause 47 (Operator – 24/7 Shiftworker – Annualised Allowance), will be paid a Responsibility Allowance where they meet the criteria of this clause.

72.3 The Responsibility Allowance is paid in recognition of:

(a) the additional training and competence required to safely operate Territory Generation's portfolio of electricity generation assets; and

(b) the requirement to maintain high risk, safety critical operational skills, supported by peer recommendation and approval by the delegate.

72.4 The Responsibility Allowance is payable to Operators, who have Authorised Status, in the following classifications:

(a) Operator level 4 and 5 and Senior Operator level 1 and 2 – Remote Operating Centre.

(b) Operator / Maintainer level 6 and 7 – Channel Island Power Station.

(c) Senior Operator level 1 and 2 – Alice Springs Power System.

72.5 The Responsibility Allowance will be paid at a rate specified in Schedule 2.

72.6 Notwithstanding clause 91.11 (Shiftwork) payment of the Responsibility Allowance will cease where the employee:

(a) no longer works a 24/7 shift roster without supervision;

(b) no longer holds a classification listed in clause 72.4;

(c) no longer holds the Authorised Status; or

(d) permanently transfers to another position that does not attract the Responsibility Allowance.

72.7 The allowance will

(a) be payable during periods of approved paid leave, as well as for periods of cashed up recreation leave and payment in lieu of recreation leave and long service leave;

(b) count as salary for superannuation purposes; and

(c) be payable for the purposes of clauses 4.4.7 (Voluntary Retrenchment) and 4.6.5 (Income Maintenance) of Schedule 4 – NTPS Redeployment and Redundancy Entitlements as contained in the Enterprise Agreement.

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

73.1 An Operator / Maintainer level 6 or 7 who work permanently on the 7 day shift roster, without supervision, at the Channel Island Stations, and who receive an annualised shift allowance under clause 48 (Operator / Maintainer – 7 day Shiftworker – Annualised Shift Allowance), with approval of the CEO, will be paid the Skills and Retention (Steam) Allowance where they meet the criteria of this clause.

73.2 The Skills and Retention (Steam) Allowance is paid in recognition of additional training involved to become competent to operate Territory Generations portfolio of electrical generation assets.

73.3 The Skills and Retention (Steam) Allowance is payable to eligible Operator / Maintainer level 6 or 7 who must:

(a) hold a current / relevant steam turbine qualification;

(b) notify the CEO of their willingness to participate in backfilling absences for the 24/7 team and backfill when reasonably requested;

(c) maintain their skills and capacity to operate a steam turbine at Channel Island Power Station; and

(d) attend scheduled training and competency assessments for maintenance of steam turbine skills.

73.4 The Skills and Retention (Steam) Allowance will be paid at the rate specified is Schedule 2.

73.5 Where required to utilise steam turbine skills for a period of 4 consecutive days or more, an Operator / Maintainer shall be paid an additional allowance equal to the Skills and Retention (Steam) Allowance in Schedule 2.

73.6 Notwithstanding clause 91.11 (Shiftwork) payment of the Skills and Retention (Steam) Allowance will cease where the employee:

(a) no longer works a 7 day shift roster without supervision;

(b) no longer holds the classification of Operator / Maintainer Level 6 or 7;

(c) no longer meets the eligibility criteria as outlined in clause 73.3 above; or

(d) permanently transfers to another position that does not attract the Skills and Retention (Steam) Allowance.

73.7 The allowance will:

(a) be payable during periods of approved paid leave, as well as for periods of cashed up recreation leave and payment in lieu of recreation leave and long service leave;

(b) count as salary for superannuation purposes; and

(c) be payable for the purposes of clauses 4.4.7 (Voluntary Retrenchment) and 4.6.5 (Income Maintenance) of Schedule 4 – NTPS Redeployment and Redundancy Entitlements as contained in the Enterprise Agreement.

74. Personal Nominee Electrical Licence Allowance

74.1 Territory Generation may appoint an employee to act as Territory Generation's Personal Nominee Electrical Licence holder (Nominee) in accordance with the *Electrical Safety Act 2022* and associated regulations.

74.2 Appointment may only occur where the employee holds a current and valid Northern Territory electrical contractor licence and satisfies all statutory eligibility requirements.

74.3 Appointment as Nominee must be by mutual agreement, recorded in writing, and may not be directed or unreasonably required as a condition of employment.

74.4 An employee appointed as a Nominee will be paid an allowance of $5 000 per annum.

74.5 Where the Nominee resigns, does not meet the statutory eligibility criteria, or Territory Generation terminate the appointment as Nominee, the allowance shall cease.

74.6 The allowance will be paid for periods of paid leave.

75. Reimbursement for Damaged Clothes and Tools

75.1 Where an employee's clothes, spectacles, hearing aid or tools have been damaged or destroyed by fire or spoiled by acid, sulphur or other deleterious substances due to the circumstances of their employment, Territory Generation will reimburse the employee for purchasing replacement items having regard to the cost of the article and its expected period of serviceability. The provisions of this clause do not apply where the item is provided by Territory Generation.

75.2 Territory Generation will provide a suitable and secure weatherproof lockup for the purpose of storing an employee's tools. Upon the production of receipts Territory Generation will compensate an employee who has provided their own tools necessary for use during the course of their employment for the loss or damage by fire or theft on Territory Generation's premises. Such compensation will not exceed $490.

75.3 Any employee will, if requested to do so, provide Territory Generation with a list of their tools used or stored on Territory Generation's premises.

76. Motor Vehicle Allowance

An employee who by agreement with the CEO uses their own vehicle on Territory Generation's business will be paid an allowance at the rate specified in Schedule 2. This allowance will include compensation for comprehensive, third party and public liability insurance, and the employee will indemnify Territory Generation against any liability with respect to any claim brought against it for which the employee is indemnified under any such insurance.

77. First Aid Allowance

77.1 Except for employees for whom clause 61 (Consolidated Disability Allowance) applies, a person holding a nationally accredited Provide First Aid (HLTAID011) qualification or equivalent, as amended from time to time, and who is appointed as a Territory Generation First Aid Officer, will be paid an allowance at the rate set out at Schedule 2. The allowance will count as salary for all purposes.

77.2 First aid officers will not be entitled to any payment or allowance for aid rendered outside of ordinary working hours unless they are actually on duty at the time or have been granted permission to accompany a patient to receive treatment.

78. Skills Allowance for Workplace Health and Safety Officer

78.1 In addition to their nominal salary, an incumbent of a Territory Generation Workplace Health and Safety Officer position may, at the discretion of the CEO, be entitled to a skills allowance at the rate set out in Schedule 2.

78.2 To be eligible for the skills allowance the incumbent must:

(a) hold a current trade qualification;

(b) utilise their trade based skills, knowledge and experience in the performance of the role; and

(c) be required to perform field based work from time to time, alongside operational employees.

78.3 The allowance will count as salary for all purposes.

79. Attraction and Retention Payment – Alice Springs

79.1 Employees will be eligible to receive a lump sum payment of up to $2 000 for the attraction and retention of employees in Alice Springs, effective from 14 August 2027.

79.2 Employees will receive further lump sum payments of up to $3,000 on 14 August 2028; and $3,500 from 14 August 2029 and annually thereafter consistent with the application of clause 74.3.

79.3 The payment will be based on an employee's continuous service over the 12 months prior to 14 August each year. Employees who have had less than 12 months service or periods of leave without pay not to count as service will receive a pro-rata amount proportionate to their continuous service in that 12 month period.

Note: Payments will be subject to superannuation guarantee and taxation.

80. Licence Fee Reimbursement

80.1 Territory Generation will reimburse fees for all employees who are required to obtain and maintain electrical, Gas Type-B and high-risk licences (excluding drivers licences) which are an essential requirement of their role as determined by the job description.

80.2 Science and Engineering Professional employees may claim fees for professional bodies where eligibility for membership is essential for professional registration in accordance with clause 64 (Professional Development Allowance).

81. Community Language Allowance

81.1 An employee will be eligible for an allowance, at the rate contained in Schedule 2, if directed by the CEO to use their bilingual communication skills in accordance with this clause.

81.2 Definitions:

(a) “bilingual communication” includes communication in languages other than English and the Deaf Oral Language, AUSLAN (Australian Sign Language); and

(b) “NAATI” means the National Accreditation Authority for Translators and Interpreters.

81.3 The Allowance shall be paid to an eligible employee at a tier and rate set out in Schedule 2 and in accordance with the policy / procedure established under clause 81.4.

81.4 CEOs are to develop a policy and/or procedure:

(a) to manage the Allowance process including but not limited to the identification, assessment and standards of language competence (noting clause 81.9) and support for testing; and

(b) to determine the tier of the Allowance to be paid, which will include but not be limited to consideration of the anticipated level of use that the employee will be called upon to provide their bilingual communication skills over the next 12 month period relative to other employees in Territory Generation, and each 12 months after if they remain entitled to receive the Allowance.

81.5 Subject to clause 81.6, where an employee who has bilingual communication skills is willing, the CEO may direct the employee, in addition to the employee’s other duties, to use their bilingual communication skills in the course of their employment and that employee shall be entitled, while the direction remains in force, to be paid the Allowance at a rate set out in Schedule 2.

81.6 The Allowance shall not be paid to an employee where the duties of their job require the possession of bilingual communication skills, as these skills would have been recognised in the work value for the job.

81.7 In directing an employee, the CEO should give consideration to there being an identifiable and continuing need for the particular language skills possessed by the employee in providing client or employee services.

81.8 Written translation work and more complex interpreter work is not to be required of an employee receiving the Allowance.

81.9 The employee’s language competence must be at the standard of:

(a) a pass in the relevant language, including for Aboriginal language speakers, of at least the NAATI Community Language Aide Test;

(b) recognition by NAATI as possessing equivalent proficiency; or

(c) where NAATI does not provide an assessment of the particular language skill, or it is not available at the time the CEO is seeking to use an employee’s bilingual communication skill, the CEO may use the services of an individual or alternate body who the CEO considers has the necessary expertise to assess the employee’s language skills; and

(d) where the CEO relies upon a test other than NAATI, and the NAATI test subsequently becomes available, the CEO should arrange for the employee to be assessed through NAATI as soon as reasonably practicable.

81.10 The Allowance shall not be paid to an employee if the NAATI certification or recognition under clause 81.9 has expired.

81.11 Where the employee's language competence has already been assessed in accordance with clause 81.9 prior to applying for the Allowance, the CEO may decide that no further testing is required.

81.12 As the majority of language testing is only available annually, the CEO may approve payment of the Allowance subject to the employee taking the next available test, or a later test if approved by the CEO, provided that the other conditions relating to the payment of the Allowance are met.

81.13 Wherever possible, the CEO should support an employee who is willing to provide their bilingual communication skills by approving payment to NAATI (or other approved individual or body) for any language testing or assessment fees on behalf of an employee, and providing time off for the assessment and related matters.

81.14 Where an employee fails a language test, the CEO shall determine whether payment of the Allowance should continue, whether a further test is required and whether support for any further testing should be provided.

81.15 The Allowance is payable during all periods of paid leave if it would have been paid but for the taking of paid leave.

81.16 Payment of the Allowance shall be reviewed regularly, or whenever the employment status or work requirements of an employee receiving the Allowance changes (e.g. on temporary or permanent promotion, or transfer), to determine whether it should continue to be paid and the tier at which it will be paid.

82. Industry Specific Skills Allowance

82.1 From 18 July 2024, the Industry Specific Skills Allowance was incorporated into the annual salary rates for employees engaged within the following classifications:

(a) Science and Engineering Professional;

(b) Technical Coordinator;

(c) Technical Specialist;

(d) Operator; and

(e) Trade Technical

82.2 Payment of this allowance was in recognition of attracting and retaining employees with the relevant industry specific skills and the importance of skills and knowledge transfer from experienced tradespeople to apprentices and less experienced Technical employees.

83. Northern Territory Allowance

83.1 PSEM By-laws 26 and 49 Northern Territory Allowance (NTA), may apply to employees subject to the following:

(a) The employee must have been in receipt of the allowance on the 23 June 2019, which is the day prior to the commencement of the *2018 – 2022 Territory Generation Enterprise Agreement*.

(b) The amount of the allowance for a fulltime employee will be $960 per annum.

83.2 The amount in clause 83.1(b) shall be paid on pro-rata basis, based on the number of ordinary agreed hours worked for employees employed on a less than full-time basis.

83.3 Where an employee who is eligible to receive the allowance under clause 83.1 ceases eligibility to the allowance, they shall not be eligible to recommence claiming the allowance for any future dependency purpose.

PART F – HOURS OF WORK, SHIFTWORK, MEALS BREAKS AND OVERTIME

84. Hours of Work (Non-shiftworkers)

84.1 The minimum full-time ordinary hours of duty for all employees will be 36.75 hours a week, 73.5 hours per fortnight, or 147 hours over 4 weeks.

84.2 The span of hours will be 6:00 am - 6:00 pm Monday to Friday.

84.3 The actual hours of attendance and the timing and taking of accumulated hours (including rostered days off and flextime), meal breaks and work breaks will be arranged within the relevant work group or work area to provide optimum benefit to Territory Generation, its customers and the workforce, and specifically ensuring that there is ordinary time cover within the span of hours, staffing levels permitting.

84.4 Staggered start and finish times may be used in the performance of ordinary hours to accommodate operational requirements and the personal needs of employees.

84.5 Rosters/coverage will be prepared in consultation with employees and agreed with individual employees within each work unit.

84.6 An employee may be required to work reasonable additional hours at any time that they are required.

84.7 Employees are expected to be available to work reasonable additional hours if required by Territory Generation. An employee may refuse to work additional hours or overtime in circumstances where the working of such additional hours or overtime would result in the employee working hours which are unreasonable. In determining whether additional hours or overtime are reasonable or unreasonable, the following must be taken into account:

(a) any risk to employee health and safety from working the additional hours;

(b) the employee's personal circumstances, including family responsibilities;

(c) any notice given by the CEO or delegate of any request or requirement to work the additional hours;

(d) any notice given by the employee of their intention to refuse to work the additional hours;

(e) the needs of Territory Generation or work unit;

(f) whether the employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

(g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;

(h) the nature of the employee's role, and the level of responsibility;

(i) whether the additional hours are in accordance with an averaging arrangement agreed to by the CEO and the employee; and

(j) any other relevant fact.

85. Rostered Days Off

85.1 Trade Technical and non-shift working Operator / Maintainer employees are entitled to the following RDO arrangements. The flextime provisions of clause 86 apply to all other (non-shiftwork) employees.

85.2 Unless varied by mutual agreement to suit work scheduling or personal arrangements:

(a) In exchange for working 8.16 hours per day, a Trade Technical or non-shift working Operator / Maintainer employee is entitled to one RDO per fortnight, which will be rostered on a Friday; and

(b) if a Trade Technical or non-shift working Operator / Maintainer employee is rostered for call out on an RDO, the employee may take the RDO on another day.

85.3 Wherever possible, the RDO roster should provide for the staggered taking of RDOs among workgroup members to ensure that there is ordinary time cover within the span of hours to enable continuing operations on any given Friday.

85.4 Up to 5 RDOs may be "banked" by agreement between a Trade Technical non-shift working Operator / Maintainer employee and Territory Generation, provided that an RDO must be used at an agreed time within 3 months from the date on which it was banked.

85.5 Where agreement cannot be reached in relation to the timing for use if banked RDOs, the RDOs will be cashed-out at single time.

85.6 Subject to clause 85.7 RDOs do not accrue whilst an employee is on any form of paid or unpaid leave.

85.7 RDOs may accrue whilst an employee is on personal or recreation leave provided the relevant leave balance is reduced in line with clause 85.2(a).

86. Flexible Working Hours (Flextime)

86.1 Flextime is designed to assist employees in achieving a balance between work and family life, with each flextime arrangement specifically tailored to suit both the employee's and Territory Generation's requirements.

86.2 While employee requests to enter a flextime arrangement are subject to operational requirements all reasonable attempts should be made to accommodate such requests. Where a decision is made to refuse an employee's request to enter into a flextime arrangement, the employee must be provided with written reasons for the decision.

86.3 Administrative and Corporate Services, Science and Engineering Professional, Technical Coordinator and Technical Specialist employees may request to enter a flextime arrangement subject to the following conditions:

(a) the span of hours being 6:00 am to 6:00 pm;

(b) the minimum full-time ordinary hours of duty for all employees will be 36.75 hours a week, 73.5 hours per fortnight, or 147 hours over 4 weeks;

(c) agreement with the direct manager that flextime is operationally suitable for the work unit and employee;

(d) agreement with the direct manager on the following:

(i) the hours of work;

(ii) the timing of taking accumulated hours (including days off); and

(iii) meal and work breaks; and

(e) review of the arrangement at any time (following consultation), based on changing operational requirements or employee performance under the arrangement.

86.4 Timesheets documenting hours worked towards the accrual of flextime credits must be kept by the employee and submitted to the direct manager on a fortnightly basis for approval.

86.5 The actual hours of attendance and the timing and taking of accumulated hours (including days off), meal breaks and work breaks will be arranged within the relevant work group or work area to provide optimum benefit to Territory Generation, its customers and the workforce but specifically ensuring that there is adequate coverage during standard business hours to ensure operational efficiencies and the effective delivery of services.

86.6 Hours worked towards the accrual of flextime credits accrue on a time for time (i.e. single time) basis.

86.7 Subject to clause 86.8, a maximum of 5 days worth of flextime credits may be "banked" by agreement between an employee and Territory Generation. A banked flextime credit must be used at an agreed time within 3 months from the date on which it was banked. Where an employee is unable to use their flextime credits within the period, the employee and manager must have a discussion to plan a way to address the excess credit within the next 4 weeks.

86.8 Upon written request, the CEO may approve banking of flextime arrangements outside of the parameters set out in clause 86.7 if they considers that an exception from the general rule is appropriate in the circumstances.

87. Work at Public Forums

The parties acknowledge that work at public forums, expos or similar outside of normal working hours is unpaid. However, individuals may negotiate time off in lieu where appropriate, prior to the event taking place as identified in established guidelines.

88. Overtime

88.1 Subject to clause 88.2, employees are not eligible to be paid for overtime work where they are:

(a) in receipt of an allowance in lieu of overtime or an extra duty allowance; or

(b) employed in the Band 4 ACS, Band 4 SEP, or Senior Technical Coordinator classification; or

(c) employed above pay point 1 of the Technical Coordinator classification.

88.2 The CEO may approve for an employee in the Technical Coordinator classification at pay point 2 and above, and the Senior Technical Coordinator classification, to be paid for overtime payments in exceptional circumstances where the employee has demonstrated the completion of the 265 additional hours in a calendar year, in accordance with clause 49 (Technical Coordinator Salary Arrangements).

Note: Technical Coordinators at pay point 1 (being a salary less than the Band 3 top of range) will be eligible to be paid for overtime work, or access TOIL for excess travel time under clause 88.11, once they have demonstrated the completion of 265 additional hours in a calendar year – as provided at clause 49.7

88.3 Overtime work is not to be performed without prior approval being given by Territory Generation.

88.4 An employee will not be required to work overtime levels that:

(a) result in the employee being unable to perform their duties efficiently;

(b) cause the employee to become a danger to them self or to others;

(c) impact unreasonably upon the employee's personal life, including family responsibilities; or

(d) are inconsistent with established guidelines dealing with hours of work.

88.5 Rest Period

(a) As a general rule, employees should have a break from work ("rest period") of at least 10 consecutive hours, (including travelling time) between the commencement/cessation of overtime worked and recommencement/cessation of work at ordinary time.

(b) Where an employee has worked overtime to such an extent that the employee has not had a rest period as set out in clause 88.5(a) then the employee should not be required to commence work at ordinary time until the employee has had time off for a rest period and is not to lose any pay in relation to that time off.

(c) All time off work as set out in clause 88.5(b) is with pay at ordinary time (including shift penalties where applicable).

88.6 Rate of Overtime

(a) The appropriate rate of pay for overtime worked by an employee who is not a shiftworker is:

(i) for work at any time from Monday to Saturday (inclusive) at the rate of single time and a half for the first 2 hours and at double time thereafter;

(ii) for work at any time on a Sunday, at the rate of double time; or

(iii) for work on a public holiday, at the rate of double time and a half.

(b) The appropriate rate of pay for overtime worked by an employee who is a shiftworker is:

(i) for work at any time other than a public holiday, double time; or

(ii) for work at any time on a public holiday, double time and a half.

(c) An employee required to resume or continue work without having the rest period prescribed by clause 88.5, will be paid double time until released from duty or stood down.

(d) Where overtime work extends from one day to another day and a higher rate of pay is payable in relation to one of those days, the appropriate overtime rate payable, for the minimum payment or the entire attendance, is the higher rate of pay.

88.7 Part-time Overtime

(a) A part-time employee meeting the overtime eligibility requirements of clause 88.1 may elect in writing to undertake additional hours and will be paid at ordinary time in respect of duty performed outside the agreed hours, subject to the duty:

(i) being within the span of hours; and

(ii) not exceeding on any day a maximum of 7 hours and 21 minutes; and

(iii) not exceeding in any week a maximum of 36 hours and 45 minutes.

(b) A part-time employee meeting the eligibility requirements of clause 88.1 who is directed to perform duty which is outside their agreed hours will be paid overtime at the applicable overtime rates.

88.8 Minimum Payment for Telephone and Computer Alarms

(a) Telephone calls and computer alarms (when the employee does not need to leave home to respond) will not attract the minimum payment provisions of clause 88.9. Instead, payment will be made at double time for a minimum of 1.5 hours or the actual time worked, if greater.

(b) Subsequent calls or alarms received within the minimum period of payment will not attract a further minimum payment.

(c) Telephone calls and computer alarms (when the employee does not need to leave home to respond) will not count as overtime for the purposes of entitlement to rest periods.

88.9 Minimum Payment for non-continuous overtime situations

(a) Overtime work that is not continuous with ordinary time is subject to a minimum payment of 4 hours for each separate attendance.

(b) Overtime work commencing prior to midnight on one day and continuing into the next day, counts as one attendance.

88.10 Application of overtime provisions in call-back situations

Where an employee in receipt of availability allowance or the call out component of the Extra Duty Allowance is required to work scheduled or pre-planned overtime that is not continuous with ordinary duty (call-back), the provisions of this clause will apply in relation to rest periods, rate of payment and minimum payments. In all other circumstances, the provisions of clause 89 (Call Out Arrangements) will apply.

88.11 Excess Travelling Time

(a) Subject to the provisions of this clause, an employee who is required to report for duty at a place other than their normal place of employment is entitled to TOIL or to be paid for excess travelling time at the appropriate rate in accordance with clause 88.12.

(b) An employee who receives a salary that is at or below the first pay point of the Band 2 is entitled to be paid for excess travelling time.

(c) An employee who receives a salary in excess of the first pay point in Band 2 and up to the top pay point of the Band 3 is eligible to accrue TOIL that is to be taken within 3 months or as agreed with the CEO.

(d) An employee who receives an allowance in lieu of overtime or extra duty allowance is not eligible for TOIL or payment for excess travelling time.

(e) Payment for excess travelling time does not affect an employee's entitlement to any other allowance.

88.12 Rate of Payment for Excess Travelling Time

The appropriate rate of payment for excess travelling time is:

(a) single time if travelling at any time from Monday to Saturday (inclusive); and

(b) single time and a half if travelling at any time on a Sunday or public holiday.

89. Call Out Arrangements

89.1 Territory Generation is an essential service provider and the provision of these services necessitates employees being available for call out on a 24/7 basis.

89.2 Call out refers to a situation where an employee in receipt of Availability Allowance (clause 60), or the call out ratio of the Extra Duty Allowance (clause 62), who is rostered to be available to return to work outside of the span of hours, is required to return to work.

89.3 The priority in all call out situations is prompt restoration of customer services in a safe and reliable manner, and to this end:

(a) all employees participating in call out arrangements must be competent to perform the likely work requirements; and

(b) flexible call out and response arrangements will be implemented with particular regard given to genuine safety issues and subject to maintenance of appropriate safety standards and seasonal factors.

89.4 An employee may be instructed to participate in the call out roster, but not to such an extent that:

(a) the employee is unable to perform their duties efficiently;

(b) the employee becomes a danger to them self or to others; or

(c) the employee's personal circumstances, including family responsibilities, are unduly affected.

89.5 Current work practices, particularly in relation to call out crew rosters, numbers and composition, rest periods, and vehicles types and numbers need to be under constant review and reform to meet best practice standards.

89.6 Rest Period

(a) The general principle underlying the rest period is for the employee to recover and to be able to safely undertake the work at hand.

(b) In circumstances such as particularly adverse weather, arduous work, repeated telephone calls or alarms or repeat call outs of more than 4 hours in total, the nominated team leader in conjunction with Technical Coordinators may decide to stand down an employee or a crew, without loss of pay, for a rest break irrespective of the duration or number of call outs.

(c) The actual hours worked during any single call out or multiple call outs between close of business and 8:00 pm will not count towards any entitlement for a rest period.

(d) Where the actual hours worked during any single call out or multiple call outs (cumulative) between 8:00 pm and 1.5 hours before normal start time is 3 hours or more, the employee will be entitled to a rest period of 10 hours commencing on completion of the last job (when the employee has advised their Technical Coordinator that they have completed the allocated work and returned home.

(e) Where the actual hours worked during any single call out or multiple call outs (cumulative) between 10:00 pm and 1.5 hours before normal start time is less than 3 hours, and where exceptional circumstances exist, the manager may consider an appropriate stand down period without loss of pay, relevant to the particular circumstances.

(f) Subject to clause 89.4, regardless of any entitlement to a rest period, an employee who is rostered for call out must remain available for call out.

89.7 Call out times and minimum payments

(a) Subject to clause 89.7(d), the minimum payment for an employee in a call out situation will be 2 hours at double time, or 2 hours at double time and a half on a public holiday.

(b) A call out will be treated as continuous with an earlier call out if it is received within the minimum payment period of 2 hours and the employee has not returned home.

(c) A call out received during the minimum payment period of 2 hours, but after the employee has returned home will be treated as a separate call out for the purposes of the minimum payment period.

(d) If an employee attends a call out within an hour of the agreed start time (e.g. 7:30 am), the call out will be deemed to be overtime and unless otherwise entitled to a rest period, the employee will commence duty at the normal time.

90. Meal Breaks and Overtime Meal Allowances

90.1 Employees, other than shiftworkers, will not be required to work for more than 5 continuous hours without a meal break of not less than half (½) or more than one hour.

90.2 Work performed with prior approval in excess of such a period will be paid at overtime rates until a meal break commences, except where an employee chooses to defer such a meal break and work for a period not exceeding 6 hours continuous work, in which case no penalty payment will apply.

90.3 Overtime Meal Breaks and Allowances

(a) There will be no meal break taken or meals supplied or payment in lieu unless the employee continues working after the time they become entitled to a meal break.

(b) When a meal break is taken it will not be counted as time worked when calculating the entitlement to a second or subsequent meal break.

(c) When 1.5 hours overtime or more is worked immediately before the commencement of ordinary hours, the employee will be allowed a meal break of 20 minutes which will be paid at ordinary rates and will be taken immediately before the commencement of ordinary time.

(d) When 1.5 hours overtime or more is to be worked immediately after the ordinary hours the employee will be allowed a meal break of 20 minutes which will be paid at ordinary rates and will be taken at the conclusion of ordinary hours.

(e) Territory Generation and the employee concerned may agree to a variation of this provision to accommodate particular circumstances, but in no case will Territory Generation be required to make any payment with respect to any time allowed in excess of 20 minutes.

(f) Where an employee is required to work overtime which is not immediately before or after ordinary hours they will be allowed a meal break of 20 minutes without deduction of pay after each 4 hours of overtime worked.

(g) Where an employee (other than a shiftworker) is required to work overtime on a Saturday, the first prescribed meal break will, if occurring between 10:00 am and 1:00 pm, be paid at ordinary rates.

(h) An employee working overtime in accordance with clauses 90.3(c) to 90.3(g) will be allowed a second or subsequent meal break of 20 minutes without deduction of pay after each further 4 hours of overtime worked.

(i) An employee is entitled to be supplied a meal or paid an overtime meal allowance at the rate specified in Schedule 2 on each occasion that the employee is entitled to a meal break in accordance with this clause, except where the employee has been advised by their manager at least the day before the overtime is worked, that the amount of overtime to be worked will necessarily invoke the meal break provisions of this clause.

91. Shiftwork

91.1 For the purposes of this clause:

(a) **day shift** means any shift starting at or after 6:00 am and before 10:00 am.

(b) **afternoon shift** means any shift starting at or after 10:00 am and before 6:00 pm.

(c) **night shift** means any shift starting at or after 6:00 pm and before 6:00 am.

91.2 The ordinary working hours of shiftworkers will be 36.75 per week, which can be averaged over the relevant roster cycle worked in shifts including such time as by mutual arrangement may be taken for meals.

91.3 Shift rosters should consider the following:

(a) employees must not be rostered to work more than 8 shifts in any 9 consecutive days, or not more than 5 shifts in any 9 consecutive days in the case of continuous shiftworkers participating in a 12 hour shift roster;

(b) employees must have a minimum break of 10 hours between shifts;

(c) the structure of a shift-roster must not be changed without consultation in accordance with clause 14 (Management of Change) and at least 4 weeks prior notice, unless a lesser notice period is agreed by all affected employees; and

(d) have consideration of any other fatigue related provisions contained in clause 12 (Safety, Health, Welfare, Discrimination and Workloads).

91.4 Territory Generation may require an employee to work a different shift to their rostered shift. An employee's shift will not be changed by Territory Generation except by 7 days notice or upon payment of a penalty. Such penalty will be calculated at the rate of double time for all time worked for the period during which the notice of change is less than the requisite notice period.

91.5 Shift loadings apply in addition to the ordinary rate of pay at the following percentage rates:

(a) Afternoon shift – 18.75%

(b) Night shift – 22.5%

91.6 Penalty rates for shiftworkers are as follows:

(a) for all ordinary hours worked on a Saturday – time and a half;

(b) for all ordinary hours worked on a Sunday – double time; and

(c) for all ordinary hours worked on a public holiday – double time and a half.

91.7 Penalty rates in clauses 91.5 and 91.6 are not cumulative, with rates in clause 91.6 substituting clause 91.5.

91.8 Where in a cycle of shifts on a regular roster an employee is required to perform roster duty on each of the days of the week, in respect of a public holiday (or day observed in lieu thereof) which occurs on a day on which they are rostered off duty, the employee will be entitled to:

(a) one days recreation leave credit, or in the case of an employee with excess recreation leave entitlements, one additional days ordinary pay; or

(b) the relevant number of hours recreation leave credit, or in the case of an employee with excess recreation leave credits, the relevant number of hours as ordinary pay, where the public holiday is a partial calendar day.

91.9 Where part of a shift falls on a Sunday or public holiday, such shift will be paid as a Sunday or public holiday shift if the majority of the shift is on any such day.

91.10 A shiftworker, other than a casual employee, not engaged in continuous shiftwork, who works on a Sunday or public holiday and (except for meal breaks) immediately thereafter continues that work will, on being relieved from duty, be entitled to be absent until they have had 10 consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during that absence.

91.11 Shiftworkers may be relieved from the shift roster to undertake professional development or project opportunities within the span of hours for a period of up to 3 months duration, whilst continuing to be paid in accordance with their usual shiftworker terms and conditions. For periods in excess of 3 months, employees will be paid in accordance with the terms and conditions of this Agreement applying to non-shiftworkers.

91.12 Reasonable additional hours and overtime for shiftworkers will be subject to clauses 84.6 and 84.7 (Hours of Work (Non-shiftworkers)).

PART G – TYPE OF LEAVE AND PUBLIC HOLIDAYS

92. Public Holidays

92.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.

92.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act 1981* (NT).

92.3 An employee will observe any day proclaimed or gazetted as a public holiday.

92.4 Payment for work on a public holiday is specified in clause 88 (Overtime).

92.5 Territory Generation may require the whole or part of its business to be kept open in the public interest for the whole or part of a day observed as a holiday, and may require the attendance and services of any employee on that day.

93. Recreation Leave

93.1 Recreation Leave Entitlement

(a) Employees (except for those engaged on a casual basis) are entitled to accrue recreation leave entitlements as follows:

(i) 5 weeks paid recreation leave per year;

(ii) an additional one weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This shall not affect and shall be in addition to the entitlement under clause 93.1(a)(iii); and

(iii) an additional 7 consecutive days, including non-working days, paid recreation leave per year in the case of a 7 day shiftworker, provided that in the case of a shiftworker rostered to perform duty on less than 10 Sundays during a year will only be entitled to additional paid recreation leave at the rate of half a day for each Sunday rostered.

Note: The definition of shiftworker for the purpose of the additional week of leave is as per clause 3(pp)

For the purpose of clause 93.1(a)(iii) the 7 consecutive days are calculated based on the ordinary weekly hours of duty at clause 91.2 (Shiftwork) i.e. 36.75.

(b) A rostered overtime shift of 3 hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clause 93.1(a)(iii).

93.2 Accrual of Leave

(a) An employee's entitlement to paid recreation leave accrues progressively during a year of service according to the employee's ordinary hours of work.

(b) If an employee takes unpaid leave that does not count as service, recreation leave will not accrue for that period.

Note: An employee who has taken unpaid leave that does count for service will accrue leave for that period.

(c) A part-time employee will accrue recreation leave on a pro rata basis proportional to their agreed hours of work.

(d) Recreation leave accumulates from year to year.

93.3 Granting of Leave

(a) Subject to Territory Generation's operational requirements, the CEO may, on application in writing by the employee, grant recreation leave.

(b) The granting of recreation leave under clause 93.3(a) will not be unreasonably refused.

93.4 Election to convert entitlement

(a) An employee can make a once only election to reduce their recreation leave entitlement to a minimum of 4 weeks leave per year, by converting the entitlement to a recreation leave allowance, which will count as salary for all purposes.

(b) The recreation leave allowance will be 1.9% of the employee's annual salary for each week of recreation leave converted.

(c) An election to convert recreation leave to an allowance will have effect from 1 January of the following year.

93.5 Cash-Out of Leave

An employee may apply, in writing, to the CEO to cash-out an amount of their available recreation leave provided that:

(a) the employee's remaining accrued entitlement to paid recreation leave is not less than 4 weeks;

(b) each cashing out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;

(c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and

(d) a minimum of 5 days is to be cashed-out on any occasion.

93.6 Excess Leave

(a) Where an employee has accrued recreation leave in excess of 12 weeks worth of recreation leave entitlements (or 18 weeks in the case of compulsory transferees), the CEO may, on giving a minimum of 2 months notice, direct the employee to take a period of recreation leave to reduce the accrued leave balance to the equivalent of 12 weeks (or 18 weeks in the case of a compulsory transferee) of entitlements.

(b) An employee may seek approval from the CEO to delay the utilisation of excess leave in special circumstances. The CEO will consider such requests on a case by case basis.

(c) An employee who has not obtained approval from the CEO to delay the utilisation of their excess leave will be directed to take leave within a 3 month period, or such longer reasonable period as agreed, taking into account operational requirements.

93.7 Public Holidays

(a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under clause 93.9), the employee is entitled to their full rate of pay that they would have been paid had the public holiday fallen on a day that the employee was not on recreation leave; and

(b) the period of the public holiday is not deducted from the employee's recreation leave entitlement.

93.8 Payment in Lieu

(a) Where an employee ceases employment, other than by death, the employee is entitled to payment in lieu of any accrued recreation leave entitlement.

(b) Where an employee dies, or after consideration of all the circumstances the CEO has directed that an employee will be presumed to have died on a particular date, the CEO may authorise payment in lieu of the employee's remaining recreation leave entitlement:

(i) to the employee's legal personal representative; or

(ii) when authorised by the employee's legal personal representative, to another person or persons at the CEO's discretion.

93.9 Recreation Leave at Half Pay

(a) An employee may apply to utilise one or more weeks of their recreation leave at half pay, in order to double the period of leave.

(b) An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement (Flexible Lifestyle (Purchase Leave – clause 102).

(c) Where an employee utilises an amount of recreation leave at half pay:

(i) leave entitlements will accrue as if the employee had utilised the amount of recreation leave at full pay;

For example: If an employee utilises 2 weeks of recreation leave over a period of 4 weeks at half pay, all leave entitlements will accrue over the first 2 weeks of leave, as if the employee was on recreation leave with full pay, and no leave entitlements will accrue over the final 2 weeks of recreation leave on half pay.

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

(d) A period of recreation leave at half pay does not break continuity of service.

(e) The second half of the period of recreation leave at half pay will not count as service and service based entitlements will be effected accordingly.

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

93.10 Personal Leave and Compassionate Leave

(a) An employee may access the following leave during a period of recreation leave:

(i) personal leave, provided the leave is supported by documentary evidence as set out in clause 96.6 (Personal Leave); and/or

(ii) compassionate leave, provided the leave is supported by the notice and evidence requirements as set out in clause 98.7 (Compassionate Leave).

(b) The CEO may grant personal leave and/or compassionate leave, as applicable, and authorise the equivalent period of recreation leave to be re-credited.

(c) Where recreation leave has been previously approved on half pay:

(i) any personal leave granted in lieu shall be at half pay;

(ii) any compassionate leave granted in lieu shall be at full pay;

and the recreation leave previously taken at half pay will be re-credited.

Note: For example, an employee who accesses 3 days compassionate leave will have 1.5 days of recreation leave re-credited.

94. Recreation Leave Loading

94.1 Recreation Leave Loading Entitlement

(a) In addition to normal salary payment for recreation leave, an employee is entitled to a recreation leave loading on 1 January each year. Subject to clause 94.1(b), the amount of the loading will be the lesser of:

(i) 17.5% of the value of the annual recreation leave accrued over the previous year based on the employee's salary, including allowances that count as salary for the all purposes; or

(ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the May reference period of the previous year.

(b) In the case of a shiftworker who would have been entitled to shift penalties in excess of the maximum payment referred to in clause 94.1(a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading will be equivalent to the shift penalties.

94.2 Payment of recreation leave loading

(a) An employee who is approved to use at least one week of recreation leave may apply for an accrued recreation leave loading.

(b) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loadings plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.

(c) Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at clause 94.2(b) will be the salary payable had the employee been employed on 1 January of that year.

94.3 Automatic cash-out of recreation leave loading

(a) Where an employee has 2 or more recreation leave loadings, the following automatic payment provisions will apply.

(i) The common cash-up date for the automatic payment of recreation leave loadings is the second payday in January of each year or in any case by the end of January each year;

(ii) An employee with 2 accrued recreation leave loadings as at 1 January will have one recreation leave loading automatically paid on the common cash-up date of that year;

(iii) Recreation leave loadings will be paid in the order of accrual;

(iv) Recreation leave loadings will be taxed in accordance with Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.

(b) The automatic payment of recreation leave loadings will not apply to shiftworkers.

95. Christmas Closedown

95.1 The CEO will consult with relevant employees where part of Territory Generation will close down for a nominated period and where the closedown will occur provided that:

(a) unless otherwise agreed by the parties, at least 3 months notice in writing is given to employees prior to the closedown period; and

(b) the nominated period covers the Christmas and New Year period.

95.2 Closedown may apply to part of Territory Generation where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a closedown period. This may occur subject to the CEO:

(a) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or

(b) if no volunteers are forthcoming, directing employees with at least 2 months notice to cover the closedown period.

95.3 Employees affected by the closedown period must use either recreation leave, time off in lieu or flextime credits to cover the closedown period.

95.4 New employees, who will not be able to accrue enough leave credits to cover the closedown period, may be offered by the CEO, to work additional hours to enable sufficient time off in lieu or flextime credits to be accrued to cover the closedown period.

95.5 If an employee has insufficient recreation leave credits, time off in lieu or flextime credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

96. Personal Leave

96.1 General

An employee may, subject to notice and evidence requirements, take personal leave if the leave is:

(a) because an employee is not fit for work because of a personal illness, or personal injury affecting the employee (sick leave); or

(b) to provide care or support to a member of the employee's immediate family or household who requires such care or support because of:

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

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

(c) to attend, or to provide care or support to a member of an employee's immediate family or household to attend, a medical appointment with a registered health practitioner for preventative care, surgical procedure or to discuss health issues.

96.2 Paid Personal Leave Entitlement

(a) An ongoing full-time employee is entitled to:

(i) 3 weeks paid personal leave on commencement of employment; and

(ii) 3 weeks paid personal leave on each anniversary of the employee's commencement date subject to clause 96.2(h).

(b) A fixed period full-time employee is entitled to:

(i) 2 days paid personal leave on commencement of employment;

(ii) up to one week of paid personal leave for each period of 2 months service provided that the total leave does not exceed 3 weeks within the first 12 months of service; and

(iii) 3 weeks paid personal leave on each anniversary of the employee's commencement date subject to clause 96.2(h).

(c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 96.2(a) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.

(d) A part-time employee will receive paid personal leave on a pro rata basis in accordance with their agreed hours of work.

(e) Casual employees are not entitled to paid personal leave.

(f) Paid personal leave is cumulative.

(g) Paid personal leave is calculated and recorded in hours and minutes.

(h) An employee's paid personal leave entitlement will be deferred by any period of:

(i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 96.6;

(ii) unauthorised absence;

(iii) leave without pay that does not count as service; or

(i) An employee may elect to access personal leave at half pay in order to extend the period of personal leave taken.

96.3 Unpaid Carer's Leave – Casual Employees

(a) Casual employees are entitled to 2 days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clauses 96.5 and 96.6 (Notice and Documentation Requirements).

(b) Unpaid carer's leave may be taken as a single unbroken period of up to 2 days or any separate periods as agreed between the employee and the CEO.

(c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 96.3(a).

96.4 Additional Personal Leave

Where paid personal leave credits are exhausted:

(a) Unpaid carer's leave

(i) An employee is entitled to access up to 2 days unpaid carer's leave on each occasion that the employee requires carer's leave.

(ii) Carer's leave may be taken as a single unbroken period of up to 2 days or any separate periods as agreed between the employee and the CEO.

(iii) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 96.4(a)(i).

(b) An employee may apply for, and the CEO may grant after considering all relevant circumstances;

(i) additional personal leave on half pay, which cannot be converted to full pay; or

(ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.

(c) The CEO may approve additional sick leave on full pay to an employee who has exhausted all of their sick leave entitlement, having regard to established guidelines.

(d) Additional leave utilised under clause 96.4 is subject to the Notice and Documentation requirements in clauses 96.5 and 96.6.

96.5 Notice Requirements

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

96.6 Documentation Requirements

(a) An employee must apply for personal leave in writing in the form required by the CEO as soon as it is reasonably practicable for the employee to make the application.

(b) Subject to clause 96.6(e), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clauses 96.1(a) or 96.1(c), an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:

(i) where an employee is not fit for work, due to a personal illness or personal injury, a medical certificate from a registered health practitioner; or

(ii) where an employee attends a medical appointment and clause 96.6(b)(i) does not apply, a certificate of attendance from a registered health practitioner or from a person who works for a registered health practitioner; or

(iii) a statutory declaration in cases where it is not reasonably practicable for the employee to provide a medical certificate because they:

A. are unable, despite genuine reasonable attempts, to secure an appointment with a medical practitioner; or

B. reside in a remote or regional area (ie outside the environs of Darwin, Palmerston or Alice Springs).

(iv) or other evidence that demonstrates the leave taken was due to a personal illness or personal injury, or to attend a medical appointment, that is acceptable to the CEO.

(c) Subject to clause 96.6(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 96.1(b) (carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with the following documentary evidence:

(i) where the employee's immediate family or household member requires care or support because of a personal illness or personal injury, a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires the employee's care or support to the extent that they will not be able to attend duty; or

Note: Reference to 'condition' means why the person requires care not the name of the specific illness or injury (e.g. but not limited to, has a condition preventing attendance at childcare, is unable to climb stairs without support, has lost ability to complete everyday tasks).

(ii) where the employee attends a medical appointment and clause 96.6(c)(i) does not apply, a certificate of attendance from a registered health practitioner or from a person who works for a registered health practitioner, stating the condition of the person concerned and that the condition requires the employee's care or support to the extent that they will not be able to attend duty; or

(iii) other evidence acceptable to the CEO that demonstrates the leave taken was due to a personal illness or personal injury of the employee's immediate family or household member or to attend a medical appointment with them, or to attend a medical appointment, and that the condition requires the employee's care or support to the extend they will not be able to attend for duty; or

(iv) other evidence acceptable to the CEO stating the unexpected emergency, and that the employee's care or support is required in these circumstances ; and

(v) a CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.

(d) For the purposes of clauses 96.6(b)(ii) and 96.6(c)(ii), the period which may be approved by the CEO as personal leave with documentary evidence shall include a reasonable amount of travel time to attend the appointment and the associated travel time in respect of the attendance.

(e) An employee may access personal leave without providing documentary evidence as follows:

(i) up to a maximum of 3 days or the equivalent number of hours of duty (i.e. of ordinary working hours); or

(ii) 3 shifts (for shiftworkers), whichever is the greater, per personal leave year, provided that no more than 2 of those days or shifts may be consecutive working days or the equivalent hours of duty.

Note: Reference to a day for Trade Technical or non-shift working Operator / Maintainers on Rostered Day Off (RDO) arrangements are 8.16 hours per day from 9 April 2026.

Note: Employees accessing personal leave without documentation evidence must only access it in accordance with clause 96.1.

(f) Notwithstanding clause 96.6(e), any absence immediately preceding or following an RDO, public holiday, or weekend will require medical evidence.

96.7 Personal leave whilst on other forms of leave

(a) Subject to the requirements of clauses 96.5 and 96.6 (Notice and Documentation Requirements), and the recreation leave and long service leave provisions, an employee may access paid personal leave during periods of recreation and long service leave.

(b) Where recreation leave or long service had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

96.8 Medical examination at the direction of the CEO

(a) The CEO may stand an employee down and direct the employee to attend an examination by a registered health practitioner where:

(i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury;

(ii) it is considered that an employee's efficiency may be affected due to illness or injury;

(iii) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees or the public; or

(iv) under the Inability provisions under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.

(b) An employee directed to attend a medical examination in accordance with clause 96.8(a) who is:

(i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;

(ii) an employee other than one to which clause 96.8(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known, and the grant of sick leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.

(c) The CEO will not grant sick leave where the employee fails to attend a medical examination without reasonable cause, or where illness or injury is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

96.9 Personal leave – Workers Compensation

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

97. Infectious Diseases Leave

97.1 Where an employee produces evidence that would satisfy a reasonable person that:

(a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act 1981*; and

(b) by reason of any law of the Territory or any state or territory of the Commonwealth is required to be isolated from other persons,

the CEO may grant:

(c) sick leave for any period during which the employee actually suffers from illness; or

(d) where working from another location during the isolation period is not possible (e.g. working from home), recreation leave in relation to any period during which the employee does not actually suffer from illness.

97.2 Where an employee suffers an injury or disease in the course of their employment they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1996*.

98. Compassionate Leave

98.1 An employee may take up to 5 days of compassionate leave for each occasion when:

(a) a member of the employee's immediate family or household:

(i) contracts or develops a personal illness that poses a serious threat to their life; or

(ii) sustains a personal injury that poses a serious threat to their life; or

(iii) dies.

(b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.

98.2 An employee may take up to 3 days of compassionate leave on each occasion of the death of a member of the employee's extended family.

98.3 An employee may take up to 3 days of compassionate leave if they or their partner experiences a miscarriage.

98.4 Compassionate leave is paid leave, except for casual employees where it is provided without pay.

98.5 Compassionate leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the CEO.

98.6 The CEO may approve an additional period of unpaid compassionate leave on request.

98.7 Notice and evidence Requirements

(a) An employee must provide the CEO with notice of the taking of compassionate leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.

(b) Subject to clause 98.7(c), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.

(c) In relation to leave under clause 98.3 (miscarriage), the employee must produce a medical certificate from a medical practitioner stating that the employee's pregnancy or their partner's pregnancy has ended.

98.8 Compassionate leave whilst on recreation leave

(a) Subject to the requirements in clause 98.7 and the recreation leave provisions, an employee may access paid compassionate leave during periods of recreation leave.

(b) Where recreation leave has previously been approved at half pay, any compassionate leave granted will be at full pay and the recreation leave previously taken at half pay will be re-credited.

Note: For example, an employee who accesses 3 days compassionate leave will have 1.5 days of recreation leave re-credited.

99. Parental Leave

This clause sets out all entitlements in relation to parental leave and applies in conjunction with the NES.

99.1 Application

Full-time, part-time and eligible casual employees are entitled to parental leave if the leave is associated with:

(a) the birth of a child of the employee or the employee's spouse (including the birth of a child by way of a surrogacy arrangement);

(b) the placement of a child with the employee for adoption; or

(c) the placement of a child with the employee under a long term or permanent care order; and

(d) the employee has or will have responsibility for the care of the child.

99.2 Definitions

For the purpose of this clause:

(a) **child** means:

(i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee, the employee's spouse or the employee's legal surrogate; or

(ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with the employee; or

(iii) in relation to a long term or permanent care order related leave, a child (or children) who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*, and who will be placed with the employee under a long term or permanent care order.

(b) **continuous service** means the employee's continuous period of employment with the employer and, where relevant, any continuous period of employment within an agency for the purposes of the *Financial Management Act 1995* that immediately preceded NTPS employment (i.e. no break in service between employment). An employee's service will be continuous despite any periods of authorised paid leave, or periods of authorised unpaid leave that are expressly stated as counting for the purposes of service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory.

Where an employee is employed under 2 or more separate contracts of employment at the same time, as permitted under s 38A of the PSEM Act, and the employee requires parental leave under each contract, continuous service will be determined with respect to the total period of service with the employer.

(c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:

(i) the day on which the employee first takes parental responsibility for the child; or

(ii) the day on which the employee starts any travel that is reasonably necessary to take parental responsibility for the child.

(d) **eligible casual employee** means a casual employee who has been engaged by the employer on a regular and systematic basis for a period of:

(i) at least 12 months; or

(ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and:

A. the employer terminated the previous engagement;

B. the employee was re-employed within 3 months after termination of the previous engagement; and

C. the total employment period (i.e. the current employment and previous engagement) is at least 12 months.

(e) **medical certificate** means a certificate signed by a medical practitioner.

(f) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.

(g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 199*5 and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 99.10.

(h) **primary caregiver** means the person who is the primary carer of a child at and immediately following the time of birth or day of placement of a child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary caregiver on any particular day. In most cases, the primary caregiver will be the birth giver or the initial primary carer of a newly adopted child.

99.3 Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (clause 99.8)	Less than 39 weeks or eligible casual employee	Nil	52 weeks	52 weeks
	Between 39 weeks and 12 months	Between 1 and 14 weeks*	Between 38 and 51 weeks	52 weeks
	At least 12 months	14 weeks	142 weeks	3 years
	At least 4 years and 35 weeks	Between 15 and 18 weeks*	Between 138 and 141 weeks	3 years
	At least 5 years	18 weeks	138 weeks	3 years
	**Note: The amount of paid leave for employees with less than 12 months or 5 years (whichever is applicable) depends on the employee's continuous service at commencement of parental leave and the employee achieving the service requirements during the first 14 or 18 weeks of parental leave. The table in clause 99.8 is used to calculate the amount of pro rata leave.*			
Partner leave (clause 99.9)	Less than 12 months or eligible casual employee	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years
	At least 5 years	2 weeks	154 weeks	3 years
Pre-natal leave (clause 99.4)	All employees (excludes casuals)	8 hours		8 hours
Leave for pregnancy-related illness (clause 99.5)	All employees	*(No paid leave under parental leave. Employee can elect to use accrued paid personal leave entitlements)*	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
No safe job leave (clauses 99.6(f) and 99.6(g))	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in clause 99.6(a))	For the entire risk period (as defined in clause 99.6(a))
	Where an employee is entitled to primary caregiver parental leave	For the entire risk period (as defined in clause 99.6(a))		For the entire risk period (as defined in clause 99.6(a))
Pre-adoption leave/ permanent care order application (clause 99.7)	Less than 12 months service or eligible casual employees	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
Special maternity leave (miscarriage) (clause 99.11(b))	All employees	Compassionate leave is available *(Accrued paid personal leave may be available)*	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
Special maternity leave (stillbirth) (clause 99.11(c))	All employees	As for primary caregiver parental leave Compassionate leave is also available	As for Primary caregiver parental leave	As for Primary caregiver parental leave

99.4 Pre-natal leave

(a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling 8 hours per pregnancy, to enable the employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to 8 hours unpaid leave per pregnancy.

(b) An employee must comply with the notice and evidence requirements set out in clause 99.12 to access pre-natal leave.

99.5 Leave for pregnancy-related illness

(a) A pregnant employee who has not yet commenced primary caregiver parental leave is entitled to unpaid leave for a pregnancy-related illness.

(b) An employee is entitled to take such period of leave as a medical practitioner certifies as necessary.

(c) The period of leave taken because the employee has a pregnancy related illness will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.

(d) An employee may elect to use their accrued paid personal leave entitlements instead of taking unpaid leave.

(e) Leave for a pregnancy related illness must end before the employee starts primary caregiver parental leave.

99.6 Transfer to an appropriate safe job

(a) This clause applies where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue their present work for a stated period (the **risk period**).

(b) The CEO will (if there is an appropriate safe job available and if reasonably practicable) transfer the employee to an appropriate safe job during the risk period.

(c) Unless agreed by the employee, an employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until the commencement of parental leave.

(d) During the risk period, the employee is entitled to the employee's full rate of pay (for the position they were in before the transfer) for the hours that the employee works in the risk period. For this clause, full rate of pay is as defined in section 18 of the FW Act.

(e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

(f) An employee is entitled to paid no safe job leave for the risk period, or part thereof, that the employee does not work, if:

(i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;

(ii) the employee is entitled to primary caregiver parental leave in association with the pregnancy and birth; and

(iii) the employee has complied with the notice and evidence requirements set out in clause 99.12 for taking primary caregiver parental leave.

(g) An employee is entitled to unpaid no safe job leave for the risk period, or part thereof, if:

(i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;

(ii) the employee is not entitled to primary caregiver parental leave in association with the pregnancy and birth (i.e. a pregnant casual employee who does not meet the definition of eligible casual employee); and

(iii) if required by the CEO, the employee has given the CEO evidence that would satisfy a reasonable person of the pregnancy.

(h) If an employee is transferred to an appropriate safe job to work ordinary hours less than their usual ordinary hours during the risk period, the employee is entitled to paid or unpaid no safe job leave for the balance of their usual ordinary hours (subject to the requirements for those forms of leave being met).

99.7 Pre-adoption or permanent care order application leave

(a) An employee seeking to adopt a child is entitled to take 2 days pre-adoption or permanent care order application leave for the purposes of attending interviews or examinations required:

(i) in order to obtain approval for the employee's adoption of a child; or

(ii) when making an application for a permanent care order.

(b) Leave may be taken as a block of 2 days or any separate periods as agreed between the employee and the CEO.

(c) Pre-adoption or permanent care order application leave is paid leave, except for employees with less than 12 months continuous service or for casual employees where it is provided without pay.

(d) An employee must comply with the notice and evidence requirements set out in clause 99.12 to access pre-adoption leave.

99.8 Primary caregiver parental leave

(a) Primary caregiver parental leave is available to full-time, part-time and eligible casual employees who will be the primary caregiver of the child.

(b) Entitlement to primary caregiver parental leave.

(i) An eligible casual employee is entitled to up to 52 weeks unpaid primary caregiver parental leave.

(ii) An employee with less than 39 weeks continuous service at the time of commencing parental leave is entitled to up to 52 weeks unpaid primary caregiver parental leave.

(iii) Subject to clause 99.8(b)(v), an employee with at least 39 weeks continuous service, but less than 4 years and 35 weeks continuous service, at the time of commencing parental leave is entitled to primary caregiver parental leave, comprising of (A) and (B) below:

A. Paid leave according to the following formula, up to a maximum of 14 weeks:

Number of weeks continuous service	-	38	=	Number of weeks paid parental (up to a maximum of 14 weeks)

B. Unpaid leave for the remaining balance of the following total leave periods:

1) 52 weeks for employees with less than 12 months continuous service; or
2) 3 years for employees with 12 months continuous service or more.

Note: Employees with 12 months continuous service will be entitled to 14 weeks paid and 142 weeks unpaid primary caregiver parental leave.

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).

(iv) Subject to clause 99.8(b)(vi) an employee with at least 4 years and 35 weeks continuous service at the time of commencing parental leave is entitled to up to 3 years primary caregiver parental leave, comprising of (A) and (B) below:

A. Paid parental leave according to the following table, up to a maximum of 18 weeks:

Continuous service at commencement of Parental leave:	**Total number of weeks paid parental leave:**
4 years 35 weeks	15
4 years 36 weeks	16
4 years 37 weeks	17
4 years and 38 or more weeks	18

Any part of a week is rounded up to constitute a full week.

B. Unpaid parental leave for the remaining balance of the total leave period up to 3 years.

Note: All employees with 5 years continuous service will be entitled to 18 weeks paid and 138 weeks unpaid primary caregiver parental leave.

Examples:

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 36 weeks continuous service at the commencement of parental leave receives 16 weeks paid leave and 140 weeks unpaid leave (156-16=140).

(v) Employees with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 99.8(b)(iii), provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 12 months continuous service, any primary caregiver parental leave paid will be an overpayment and managed in accordance with clause 45 (Integrity of Payments).

(vi) Employees with at least 4 years and 35 weeks but less than 5 years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 99.8(b)(iv), provided they will achieve 5 years continuous service during the first 18 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 5 years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance clause 45 (Integrity of Payments).

Note: Parental leave cannot be granted beyond a date which, but for the grant of leave, would have been the employee's cessation date or end of fixed period employment contract to accommodate achieving service requirements for paid parental leave entitlements.

(vii) For the avoidance of doubt, only one parent of an NTPS employee couple is entitled to receive primary caregiver parental leave in respect to the birth, adoption or long term or permanent care placement of their child.

(c) Commencement of primary caregiver parental leave

Primary caregiver parental leave will commence in accordance with the following table:

Type of parental leave	**Commencement of primary carer parental leave**
Associated with the birth of a child	Any time within 6 weeks immediately prior to the expected birth of the child as nominated by the pregnant employee but no later than the date of birth of the child.
Associated with the adoption of a child, or the placement of a child under a permanent or long term care order	Any time within the 2 weeks immediately before the placement but no later than the day of the placement.
All other cases	The date of birth or the placement.

(d) Exemptions to primary caregiver parental leave

(i) An employee is not entitled to primary caregiver parental leave in circumstances where:

A. the employee's spouse (whether an NTPS employee or not) meets the definition of 'primary caregiver' as set out in clause 99.2(h); or

B. the employee has taken (or is eligible for) partner leave entitlements under clause 99.9 in relation to the child.

Note: It is not intended for an employee to access primary caregiver leave where they are providing spousal support in circumstances where their spouse, the birth giver, had a caesarean section. There will be exceptions, for example, where the birth giver suffers a post-natal medically certified condition that prevents them from caring for their new born child, but not where they voluntarily choose not to.

(ii) For the avoidance of doubt, only one parent can receive primary caregiver parental leave in respect to the birth or placement of the child.

99.9 Partner leave

Partner leave is available where an employee has or will have parental responsibility for the care of their child but is not the primary caregiver. *(Note: 'primary caregiver' is defined in clause 99.2(h)).*

(a) Entitlement to partner leave

(i) An employee with less than 12 months continuous service at the time of commencing partner leave, or an eligible casual employee, is entitled to up to 52 weeks unpaid partner leave.

(ii) An employee who has completed at least 12 months continuous service at the time of commencing partner leave is entitled to up to 3 years partner leave, comprising of:

A. One week paid partner leave, and

B. 155 weeks unpaid partner leave.

(iii) An employee who has completed at least 5 years continuous service at the time of commencing partner leave is entitled to up to 3 years partner leave, comprising of:

A. 2 weeks paid partner leave, and

B. 154 weeks unpaid partner leave.

(b) Taking partner leave

(i) Partner leave may commence up to one week prior to the expected date of birth or placement of the child (unless the CEO agrees to an alternative arrangement).

(ii) Partner leave must not extend beyond the following periods:

A. In the case of an employee with less than 12 months continuous service at the time of commencing partner leave, or eligible casual employees: 24 months from the date of birth or placement of the child.

B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: 3 years from the date of birth or placement of the child.

(iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to 8 weeks of their total partner leave entitlement in clause 99.9(a) in separate periods, but each block of partner leave must not be less than 2 weeks, unless the CEO agrees otherwise.

(iv) An employee must comply with the notice and evidence requirements set out in clause 99.12 in order to access partner leave.

Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 99.9(b)(iii) or the combined parental leave provisions in clause 99.10.

(c) Paid partner leave – change in carer responsibilities within certain time period

(i) An employee who has completed at least 12 months of continuous service at the time of commencing parental leave (and who is not entitled to combined parental leave under clause 99.10) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:

A. the employee's spouse is the primary caregiver at and immediately following the birth or placement of the child;

B. the employee's spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least 5 years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);

C. as a consequence of the employee's spouse no longer being the primary caregiver, the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child's physical needs more than anyone else; and

D. the employee has complied with the notice and evidence requirements set out in clause 99.12.

(ii) The portion of their unpaid partner leave that the employee is entitled to be paid is equivalent to the period between the date on which the employee took over caring responsibilities for the child from employee's spouse and:

A. for employees with at least 12 months but less than 5 years continuous service: 14 weeks from the birth or placement of the child; or

B. for employees with at least 5 years continuous service: 18 weeks from the birth or placement of the child.

99.10 Combined parental leave

(a) An NTPS employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave pay scheme) provided that:

(i) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to 3 years parental leave;

(ii) each employee is eligible for paid parental leave; and

(iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.

(b) Combined parental leave is subject to the following requirements:

(i) compliance with the notice and evidence requirements for taking parental leave set out in clause 99.12;

(ii) a maximum of 2 interchanges of employees sharing combined parental leave; and

(iii) evidence that parental leave will be utilised by both members of the NTPS employee couple.

(c) For the avoidance of doubt, where an NTPS employee couple combines their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, that employee will be paid their ordinary rate of pay for the period of leave.

99.11 Special maternity leave

(a) An employee who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where the employee's pregnancy ends other than by the birth of a living child.

(b) Miscarriage – end of a pregnancy during the first 20 weeks of pregnancy

(i) In the event of a miscarriage, an employee may access unpaid special maternity leave for such period as a medical practitioner certifies as necessary.

(ii) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.

(iii) An employee may also be eligible for paid compassionate leave in accordance with clause 98.

(c) Stillbirth – end of a pregnancy after 20 weeks or as otherwise provided in section 77A(2) of the FW Act.

(i) In the event of a stillbirth, an employee may access their primary caregiver parental leave entitlements (clause 99.8) as if the child had been born alive.

(ii) An employee may also access compassionate leave in accordance with clause 98.

99.12 Notice and evidence requirements

(a) An employee must give the CEO the required notice and evidence in accordance with the below table in order to access parental leave.

(b) An employee who fails to give the required notice in respect to parental leave will not be in breach of this clause if the failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date, or in other compelling circumstances. In these circumstance the notice and evidence required must be provided as soon as practicable.

	Timeframe to provide notice	**Types of notice required**	**What must be included in the notice**
Primary caregiver parental leave (clause 99.8) and partner leave (clause 99.9)			
Intention to take primary caregiver leave or partner leave	10 weeks prior to commencement date of leave	**Written notice** and **evidence** that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)	Confirmation that the employee intends to take leave and the proposed start and end dates.
Prior to commencement of the primary caregiver leave or partner leave	4 weeks prior to commencement date of leave	**Written notice** and **evidence** that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO) And a **statutory declaration**	**Written notice:** confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and if the leave is birth related leave: the date of birth, or expected date of birth of the child; or if the leave is adoption/permanent care order related leave: the day of placement, or the expected placement, of the child. **Statutory declaration:** if the request is for primary caregiver leave: a statement that the employee will become the primary

	Timeframe to provide notice	Types of notice required	What must be included in the notice
			caregiver at all times while on leave; or if the request is for partner leave: a statement that the employee will have responsibility for the care of the child at all times while on leave.
Pregnancy related illness (clause 99.5)			
All circumstances	As soon as reasonably practicable (which may be a time after the leave has started)	**Written notice** and a **medical certificate**	**Written notice:** the proposed start and end date of the leave **Medical certificate:** stating the employee is unfit for work for the stated period because of a pregnancy-related illness.
Special maternity leave (clause 99.11)			
Miscarriage or Stillbirth	As soon as reasonably practicable (which may be a time after the leave has started)	**Written notice** and a **medical certificate**	**Written notice:** the proposed start and end date of the special maternity leave **Medical certificate:** stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.
Pre-adoption or permanent care order application leave (clause 99.7)			
All circumstances	As soon as practicable (which may be a time after the leave has started)	**Written notice,** and at the request of the CEO **satisfactory evidence** supporting the leave.	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or permanent care order application.
Pre-natal leave (clause 99.4)			
Per occasion	As soon as reasonably practicable	**Written notice,** and at the request of the CEO **satisfactory evidence** supporting the leave.	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

99.13 Keeping in touch days

(a) During a period of parental leave, the CEO and employee may agree to the employee performing work for the purpose of keeping in touch, in order to facilitate a return to employment at the end of the parental leave.

(b) The CEO and employee can agree that the employee attend the workplace on up to 10 separate days for the purpose of keeping in touch.

(c) An employee will be paid their ordinary rate of pay for the days (or part-days) work is performed. If the employee is on paid parental leave at the time, the employee's paid parental leave will be re-credited in respect to the days (or part-days) when work is performed.

(d) The CEO may approve an amount of keeping in touch days in excess of 10 days.

99.14 Other employment while on parental leave

(a) Where the CEO agrees, an employee on unpaid parental leave may return to duty for any period with the agency, or another agency, to undertake duties for specified periods during the employee's parental leave.

(b) Where the CEO agrees, an employee on paid primary caregiver parental leave may return to duty where their child is hospitalised at birth, or following birth, to recommence parental leave at a later date when their child is no longer in hospital. In these circumstances, paid primary caregiver parental leave is deferred until the employee recommences their parental leave.

(c) Any NTPS employment engaged in by an employee in accordance with this clause will not prevent the employee from re-commencing parental leave, nor will it extend the maximum period of parental leave (paid and unpaid entitlements) the employee is entitled to under this clause.

(d) An employee may only engage in outside employment while on unpaid parental leave in accordance with the PSEM Act.

99.15 Extending parental leave

(a) Where the initial period of parental leave is less than 12 months

(i) An employee who is on an initial period of parental leave of less than 12 months under clause 99.8 or 99.9, is entitled to extend their period of parental leave up to the full 12 month period, provided that:

A. The employee notifies the CEO in writing at least 4 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.

(ii) An employee that has made a request to extend their parental leave in accordance with clause 99.15(a)(i) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:

A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible casual

employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or

B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed 3 years after the date of birth or day of placement of a child.

(b) Where the initial period of parental leave is more than 12 months

(i) An employee who is on an initial period of parental leave of more than 12 months under clause 99.8 or 99.9 and is eligible for up to 3 years parental leave, is entitled to request that their period of parental leave be extended, provided that:

A. the employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and

B. the new end date of parental leave is not beyond 3 years after the date of birth or day of placement of the child.

(ii) The employee is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirements prescribed by clause 99.15(b)(i).

(iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 99.18 below.

(c) For the avoidance of doubt, an employee who has taken 3 years parental leave (i.e. their maximum entitlement) is not entitled to extend their period of parental leave.

99.16 Superannuation contributions during parental leave

(a) Employer superannuation contributions will be paid for employees during the first 12 months of their parental leave as if they had been at work. The superannuation contributions will be paid during periods of both paid and unpaid leave.

(b) For the period of an employee's paid Primary Caregiver Parental Leave or Special Maternity Leave (stillbirth) entitlements, employer superannuation contributions will be paid at double the legislated employer superannuation guarantee rate for the period of their paid parental leave.

(c) Eligibility

(i) An employee must have at least 12 months continuous service at the time of commencing parental leave.

(ii) This clause only applies in relation to the following forms of parental leave:

A. Primary Caregiver Parental Leave, as per clause 99.8.

B. Special Maternity Leave (stillbirth), as per clause 99.11(c).

C. Clause 99.16(a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 99.16(b) does not apply to Partner Leave, including periods of paid Partner Leave where employee takes over caring responsibilities for their child under clause 99.9(c).

(iii) This clause does not apply to casual employees.

(d) Should the employee elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions under clause 99.16(b) will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

For example: If an employee utilises 14 weeks of paid parental leave over a period of 28 weeks (i.e. leave taken at half pay), double superannuation contributions under clause 99.16(b) will only be paid for the first 14 weeks. For the remaining 14 weeks of paid parental leave, superannuation contributions will apply as if the employee had been at work.

(e) This clause applies subject to superannuation scheme rules.

99.17 Return to work after a period of parental leave

(a) Returning to work within the first 6 weeks of birth

(i) An employee who is the birth giver and elects to return work within the first 6 weeks following the birth of the child must provide a medical certificate stating that the employee is fit for work during that period.

(b) Returning to work early

(i) During a period of parental leave an employee is entitled to request that they return to work early, provided that the employee makes an application to the CEO in writing at least:

A. 4 weeks before the employee's preferred date of return where the employee is on parental leave for a period up to 52 weeks; or

B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.

(ii) The CEO must respond to a request made by an employee under this clause in accordance with clause 99.18 below.

(c) Cancelling leave or returning to work – stillbirth or death of a child

If a child is stillborn, or dies during the 24 month period starting on the child's date of birth, then an employee who is entitled to parental leave in relation to the child may:

(i) before the period of leave starts, give the CEO written notice cancelling the leave; or

(ii) if the period of leave has started, give the employer at least 4 weeks written notice that the employee wishes to return to work on a specified day.

(d) Returning to work at the conclusion of parental leave

Prior to the expiration of parental leave, an employee intending to return to work must notify the CEO in writing of their intention to return to work at least:

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

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

(e) Returning to work on reduced hours

(i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to 6 months in order to care for their child.

(ii) Where an employee makes an election under clause 99.17(e)(i), notification must be given as soon as possible but no less than 8 weeks prior to the date that the employee is due to return to work from parental leave.

(iii) Part-time employment will be facilitated in accordance with clause 25 (Part-time employment).

(iv) The CEO must facilitate an election made by an employee under this clause.

(v) Where the CEO agrees, an employee may continue on reduced hours for a period greater than 6 months.

(f) Returning to pre-parental leave position

(i) An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing parental leave, or if the pre-parental leave position no longer exists, to a position of similar pay and status.

(ii) In circumstances where the employee has elected to return to work on reduced hours for up to 6 months in accordance with clause 99.17(e)(i) and the election cannot be accommodated as per clause 99.17(f)(i), the employee is entitled to alternative duties. Whilst undertaking alternative duties, the employee is entitled to their full rate of pay (for the position the employee would otherwise have returned to) for the ordinary hours that the employee works.

(iii) In circumstances where the employee was transferred to an appropriate safe job in accordance with clause 99.6, the employee's pre-parental leave position will be the position the employee held prior to the appropriate safe job transfer.

(iv) In circumstances where the employee was promoted to a new position while on parental leave, the employee is entitled to return to the new position.

99.18 CEO review of certain employee requests

(a) This clause applies to an employee's request to:

(i) extend parental leave (clause 99.15);

(ii) return to work early (clause 99.17(b)); or

(iii) reduce their ordinary hours of work for a period greater than 6 months (clause 99.17(e)(v)).

(b) The CEO will consider an employee's request and respond in writing within 21 days.

(c) In considering an employee's request, the CEO will have regard to the employee's circumstances. Provided the employee request is genuinely based on the employee's parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in clause 3(ll).

(d) An employee request and the CEO's response must be recorded in writing.

99.19 General conditions

(a) Except where otherwise provided in this clause, parental leave is to be taken in a single continuous period.

(b) The total period of parental leave an employee is entitled to is inclusive of weekends, public holidays, programmed days off and rostered days off.

(c) During a period of parental leave an employee may require parental leave for the birth, adoption or long term care placement of a subsequent child. An employee may elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.

(d) Parental leave at half pay

(i) An employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the employee would otherwise be entitled.

(ii) Where an employee utilises half pay parental leave, leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay.

For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay. In addition, only the first 14 weeks of the half pay period counts for service. See clause 99.19(h)(ii).

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

(e) Access to other leave entitlements while on parental leave

(i) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.

(ii) Taking other paid leave entitlements in conjunction with unpaid parental leave does not:

A. break the continuity of the period of parental leave; or

B. extend the maximum period of parental leave an employee is entitled to.

(f) Consultation and communication during parental leave

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

A. make information available to the employee; and

B. provide the employee an opportunity to discuss any significant effect the change will have on the status, pay, location or responsibility level of the employee's pre-parental leave position.

(ii) An employee on parental leave must take reasonable steps to inform the CEO about any significant matter that will affect the duration of the parental leave, the employee's intention to return to work or the employee's intention to make a request to work reduced hours in accordance with clause 99.17(e).

(g) Replacement employees

(i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.

(ii) Before the CEO engages a replacement employee, the CEO must inform that person of the:

A. temporary nature of the employment;

B. return to work rights of the employee who is being replaced; and

C. rights of the CEO to require the employee on parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

(h) Effect of parental leave on service

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

(ii) Any period of paid parental leave will count as service, however where an employee elects paid parental leave at half pay, in accordance with clause 99.19(d), service will only count for a period equal to taking the paid leave at full pay.

(iii) A period of unpaid parental leave will not count as service.

100. Long Service Leave

100.1 Interpretation

(a) For the purposes of this clause "month" means:

(i) when calculating or using a whole month, a calendar month; or

(ii) when calculating or using a fraction of a month, 30 calendar days;

(b) "recognised employer" means an employer in accordance with clause 100.10(a);

(c) "qualifying service" means the period of actual service with the Northern Territory Public Sector and/or a recognised employer.

(d) "service" means duty performed including approved periods of paid leave and periods of unpaid leave which have been specified as counting as service for all purposes.

100.2 Entitlement

(a) An employee, including a casual employee, is entitled to paid long service leave:

(i) of 3 calendar months after completing 10 years of continuous service; and

(ii) for service after 10 years an additional 9 calendar days on completion of each subsequent year of continuous service.

100.3 Maximum credit

(a) Subject to clause 100.3(c), an employee is required to use a long service leave entitlement within 3 years of:

(i) the 10 year entitlement accruing;

(ii) the 11 to 20 year entitlement accruing; and

(iii) the 21 to 30 year entitlement accruing.

provided that the CEO and the employee may agree to temporarily defer the leave to meet special circumstances which will include, but not be limited to, agency and/or personal needs.

(b) An employee who has not obtained approval from the CEO to delay the utilisation of their long service leave beyond the 3-year limit specified in clause 100.3(a) will:

(i) be directed by the CEO to utilise the 10, 20 and 30 year long service leave entitlement from a date which suits the needs of the agency; or

(ii) have that long service leave entitlement cashed out from the date determined in clause 100.3(b)(i).

(c) Nothing in this section will require an employee:

(i) to use their entitlement where the employee was aged 45 years, or over at 7 March 1999 and was at that time, employed in the NTPS and remained in that employment; or

(ii) to use their entitlement where, on 7 March 1996, the employee has accrued 20 years of service; or

(iii) to use their accrued entitlement for the thirty-first and subsequent years of service.

100.4 Effect of leave on entitlement

(a) The following types of leave without pay do not count as service for long service leave purposes:

(i) personal leave not covered by medical evidence;

(ii) full-time union duties with an employee organisation representing Northern Territory Public Sector employees;

(iii) any other forms of leave specified in the Agreement as not counting as service;

but do not break continuity of service, unless the Commissioner determines otherwise.

(b) Effect of workers compensation

(i) An absence covered by workers' compensation will not break continuity of service but will not count as service for the purpose of accrual; and

(ii) an employee cannot take long service leave during a period of worker's compensation.

100.5 Full and part-time service

(a) Employees with a combination of separate periods of:

(i) service rendered in a full-time capacity; and

(ii) service rendered in less than a full-time capacity;

will have their long service leave entitlement recorded separately for each period of service, but will be entitled to utilise long service leave after completing 10 years of combined service.

(b) Any service in a less than full-time capacity which is concurrent with service in a full-time capacity will be excluded.

100.6 Granting of long service leave

(a) The CEO may, upon application and subject to agency requirements, grant an employee long service leave on either:

(i) full pay, to the extent of available entitlements at the time of commencing leave; or

(ii) half pay, provided that the leave will not exceed twice the entitlement available pursuant to clause 100.6(a)(i) provided that the leave taken is in multiples of 3 calendar days and a minimum of 7 calendar days both of full-time equivalent; or

(iii) full pay, providing at least half the entitlement applied for is to be utilised as leave, with the balance of the amount applied for to be paid out in lieu.

(b) Long service leave will be granted in months and tenths of a month provided that an employee will not be granted a period of leave of less than 7 calendar days;

(c) An employee will not in separate applications apply for periods of long service leave that are separated by a Saturday, Sunday or rostered day off public holiday.

100.7 Payment during leave

(a) An employee who is on long service leave is entitled to be paid the ordinary salary payable in relation to their designation and in this context “salary” includes (where eligible):

(i) qualifications allowances;

(ii) allowances expressed as all purpose allowances under the relevant Award or Enterprise Agreement;

(iii) higher duties allowance in so far as the allowance would have been paid but for the employee's absence;

(iv) Northern Territory Allowance where the employee, or a recognised dependent of the employee, remains in the Northern Territory; and

(v) any other allowance determined by the Commissioner to form salary for the purposes of long service leave; but

(vi) “salary” will not include shift penalties or allowances paid in lieu of shift penalties as part of salary.

(b) An employee accessing long service leave that accrued on or before 1 January 2004, may elect to be paid a sum equivalent to the amount of extra duty allowance that the employee would have received if on duty, by:

(i) converting such portion of their long service leave credit that accrued prior to 1 January 2004 as reflects the amount of extra duty allowance; and

(ii) reducing their long service leave credit accordingly.

(c) Payment of long service leave for an employee who has a long service leave entitlement based on:

(i) only full-time service, will be at an employee's current rate of salary for their designation;

(ii) only less than the full-time service, with:

A. consistent hours of work per week will be an employee's current rate of salary for their designation, reduced to an hourly rate, multiplied by the fixed hours of work per week;

B. varying hours of work per week will be at an employee's current rate of salary for their designation, reduced to an hourly rate, multiplied by the average hours of work per week. The average weekly hours will be calculated over the period of service; or

(iii) a combination of clause 100.7(c)(i) full-time credits, and clause 100.7(c)(ii) less than full-time credits, will be paid in accordance with the credit being used and the methods of payment prescribed in clause 100.7(c)(i) and/or clause 100.7(c)(ii).

100.8 No additional days

Weekends, public holidays, programmed days off and rostered days off are a part of long service leave and do not extend the period of leave.

100.9 Illness during leave

(a) Where an employee becomes ill or is injured during a period of long service leave and the illness or injury is supported by medical evidence:

(i) the CEO may grant personal leave in accordance with clause 94 and authorise the equivalent period of long service leave to be re-credited; and

(ii) where long service leave had previously been approved on half pay, any personal leave granted in lieu shall also be at half pay based on the employee's ordinary hours of duty.

Note: Payment of a long service leave entitlement under clause 100.7(c) at a different rate to the employee's contracted or agreed hours of duty does not change the employee's 'ordinary hours of duty' (i.e. full-time or part-time) referred to in clause 100.9(a)(ii).

100.10 Prior service

(a) Only prior service with the Northern Territory Public Sector (NTPS), a NTPS apprentice employer or the Australian Defence Force will be recognised for the purpose of long service leave.

(b) The CEO may recognise an employee's prior service with a recognised employer in accordance with clause 100.10(a), for long service leave purposes, after 2 years' service with the Northern Territory Public Service.

(c) An employee may apply to the CEO for their service with a recognised employer(s) to be counted as service for the purpose of this clause provided that:

(i) where the break in service between the recognised employer(s) does not exceed 2 months:

A. the period of the break does not break the continuity of employment, but it does not count as service; and

B. after 10 years qualifying service within any continuous period of employment, the employee entitled to paid long service leave of 3 calendar months; or

(ii) where the break in service between the recognised employer(s) exceeds 2 months, but does not exceed 12 months:

A. the period of the break does not break the continuity of employment, but does not count as service; and

B. after 10 years qualifying service within any continuous period of employment, an employee is entitled to paid long service leave of 9 calendar days for each completed year of current service with the Northern Territory Public Sector only.

(iii) Breaks in service between recognised employers of greater than 12 months will break continuity of employment for all purposes.

(d) The Commissioner may, in special circumstances, treat prior service under clause 100.10(c)(ii) as if it were prior service under clause 100.10(c)(i).

(e) Subject to clause 100.10(c), 100.10(c)(iii) and 100.10(d):

(i) prior service with recognised employer(s) will be credited at the rate of 9 calendar days for each year of service, less any long service leave utilised or payment made in lieu, unless payments from a recognised employer exceed Northern Territory Public Sector calculations, in which case the excess will be disregarded; or

(ii) where prior service with the Northern Territory Public Sector or its predecessor employers accrued at the rate of 12 calendar days per month, the period of prior service will be credited at the rate of 12 calendar days per month for each year of continuous prior service only.

(f) An application under clause 100.10(c), in relation to prior service with a recognised employer will be made in writing to the CEO and will be accompanied by a statement signed by or on behalf of the recognised employer setting out:

(i) the date of commencement of the prior service and date of cessation of employment;

(ii) the nature of the prior service (e.g. full-time, part-time or casual);

(iii) the hours for each period of employment;

(iv) the period of service in relation to which long service leave has been taken or for which a lump sum payment in lieu has been paid, including gratuity payments based on length of service; and

(v) details of periods which did not count as service.

(g) An application under clause 100.10(c) in relation to prior service with an employer other than a recognised employer will be made in writing to the CEO and will be accompanied by a statement setting out:

(i) the proper name of the employer;

(ii) reference to the authority (either an Act or Regulation) under which the employer is or was constituted;

(iii) the designation, classification or description of the position held by the applicant;

(iv) the applicant's date of commencement and cessation of duty;

(v) the nature of the employment (e.g. full-time, part-time or casual);

(vi) the hours of work for each period of employment;

(vii) the period of service (if any) for which long service leave has been taken by an employee or in relation to which a lump sum payment has been made to an employee including gratuity payments based on length of service; and

(viii) details of periods which did not count as service.

100.11 Unrecorded prior service

(a) Where an application is made under this clause in relation to a period with respect to which records are not available, the application will be supported by:

(i) a statement signed by the applicant; and

(ii) 2 statements signed by each of 2 other persons who were associated with the applicant during the relevant period or periods,

setting out as precisely as possible details of the applicant's employment in relation to the period or periods in question and in particular:

(iii) individual periods of service (month to month);

(iv) the nature and location of service (and if more than one each one);

(v) the person who supervised the employee;

(vi) the association between an employee and the persons who provide the statements referred to in clause 100.11(a)(ii);

(vii) the period of service (if any) for which long service leave has been taken by an employee or in relation to which a lump sum payment has been made to an employee including gratuity payments based on length of service;

(viii) details of periods which did not count as service; and

(ix) any other relevant information.

(b) Normally the requirements specified in clause 100.11(a) are minimum requirements but where an applicant cannot satisfy the requirements set out in that clause, any other evidence such as taxation payment summaries or other independent documentary evidence may be submitted to assist in consideration of the application.

(c) Where specific dates are not provided, unrecorded prior service will be calculated from the fifteenth day of a month and/or to the fifteenth day of a month.

(d) Where the claim substantially conforms to the requirements of clause 100.11(a) or where a claim does not conform to the requirements of clause 100.11(a) or 100.11(b), the claim will be determined by the CEO. Otherwise, the application will be forwarded to the Commissioner together with the accompanying documents for consideration by the Commissioner.

100.12 Payment in lieu of prior service

Where an employee has received a lump sum payment in lieu of long service leave in relation to prior service an employee will not be permitted to pay the amount so received or any portion of the amount to the Territory for the purposes of obtaining an entitlement to long service leave from the Territory.

100.13 Entitlement restricted to one employer

Where the employee has prior service with more than one recognised employer at the same time, an employee may aggregate the time served so long as the time claimed for the purposes of service for long service leave does not exceed the total weekly hours normally applicable in relation to work of the kind in question.

100.14 Payment in lieu

(a) The CEO shall authorise payment in lieu of an accrued entitlement to an employee who has at least 10 years' service and is ceasing their employment.

(b) An employee will be eligible for payment in lieu on cessation of employment, after one year of service:

(i) when retired under the provisions of section 48 of the Act;

(ii) when ceasing on or after attaining 55 years of age;

(iii) on redundancy; or

(iv) on death.

(c) Where an employee dies or, after consideration of all the circumstances the CEO has directed that an employee will be presumed to have died on a particular date, the CEO may authorise payment in lieu of long service leave, calculated in accordance with clause 100.14(e):

(i) to an employee's legal personal representative; or

(ii) when authorised by an employee's legal personal representative, to another person or persons at the CEO's discretion.

(d) Salary for calculation of any payment in lieu will not include:

(i) shift penalties or allowances in lieu;

(ii) Northern Territory allowance; and

(iii) any allowance paid as a compensatory allowance.

(e) The following formula will be used to calculate payment in lieu:

$$([A \times 0.3] \text{ minus } B) \times \frac{C}{12}$$

where

A = completed years and months of service expressed as a fraction

B = any leave granted and/or previous payments made in lieu

C = annual salary

(f) The following formula will be used to convert weekly wages to annual salary:

$$\text{weekly wage} \times \frac{313}{6}$$

100.15 Payment on resignation or completion of contract - less than 10 years' service

Note: this provision does not apply on termination of employment due to discipline, inability (other than medical) or unsatisfactory performance.

(a) The CEO shall authorise a special entitlement to payment in lieu of long service leave to an employee on resignation or completion of contract of employment, as follows:

(i) 22.5 calendar days after 7 completed years of service;

(ii) 45 calendar days after 8 completed years of service; or

(iii) 67.5 calendar days after 9 completed years of service.

(b) Payment under this clause will be calculated using the following formula:

$$\frac{\text{calendar days}}{30} \times \frac{\text{annual salary}}{12}$$

101. Recall or Cancellation of Approved Leave

101.1 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), an employee's period of approved paid leave (excluding personal leave) may be cancelled by the CEO or their delegate.

101.2 Employees will be consulted and their personal and family circumstances considered prior to any decision to cancel approved leave.

101.3 Where an employee's leave is cancelled, and they are unable to commence on, or are recalled from approved leave:

(a) The unexpired period of leave will be re-credited; and

(b) they will be entitled to reimbursement of additional, unavoidable expenses incurred as a direct result of the cancelled leave (e.g. for lost flights or accommodation that cannot be credited by the provider), including those related expenses associated to their immediate family travelling with them.

(c) Where applicable, Territory Generation will arrange and meet the reasonable costs of travel for the employee and any immediate family members travelling with the employee (where those family members elect to return with the employee) to return to the employee's normal place of employment.

101.4 The amount of any such reimbursement will be determined by the CEO, subject to reasonable evidence of the expenditure and ability to obtain credits for the services forfeited.

102. Flexible Lifestyle (Purchased) Leave

102.1 Flexible lifestyle leave is a voluntary arrangement where employees may purchase between one to 8eight weeks of additional leave, with a corresponding reduction in the number of working weeks.

102.2 Flexible lifestyle leave arrangements are subject to Territory Generation's operational requirements and approval by the CEO.

102.3 Eligibility

An employee must:

(a) have completed at least 12 months continuous service;

(b) not have any excess recreation leave, as defined in clause 93.6 (Excess Leave); and

(c) have exhausted their long service leave entitlements, or satisfied the conditions of clause 100.3 (whichever is applicable).

102.4 Method of purchase

Flexible lifestyle leave is purchased in advance at an amount equal to the salary for the additional leave. Payments are deducted from the employee's gross fortnightly salary over a 12 month period, or shorter period approved by the CEO.

102.5 General conditions

(a) A flexible lifestyle leave arrangement must not result in an employee having a total leave balance greater than the excess leave limits in clause 93.6 (Excess Leave) after the period of the arrangement.

(b) If an employee does not use their purchased leave within the agreed period, it will lapse and the employee will be reimbursed monies paid.

(c) Flexible lifestyle leave may be taken in periods of 2 or more days.

(d) A flexible lifestyle leave arrangement must be in writing and is non-renewable. On the expiry of an existing arrangement, the employee may lodge a new application for approval by the CEO.

(e) Flexible lifestyle leave is available for use 3 months from the commencement date of the arrangement.

102.6 Effect on Other Entitlements

(a) Flexible lifestyle leave will count as service for all purposes.

(b) Flexible lifestyle leave does not attract leave loading.

(c) Where a public holiday falls within a period of flexible lifestyle leave the period of the public holiday is not deducted from the employee's flexible lifestyle leave balance.

(d) Recreation leave at half pay is not available while a flexible lifestyle leave arrangement is in place.

(e) For the period over which payments are being deducted from an employee's salary to fund a flexible lifestyle leave arrangement, compulsory employer superannuation contributions are calculated on the salary that the employee was paid:

(i) prior to flexible lifestyle leave deductions being made in the case of NTGPASS and CSS employees; and

(ii) after flexible lifestyle leave deductions being made in the case of Choice of Fund superannuation fund employees.

102.7 Independent advice

Prior to entering into or ceasing a purchased leave arrangement an employee should seek, at the employee's own expense, independent advice regarding:

(a) the employee's financial situation;

(b) the potential impact on taxation; and

(c) the potential impact on superannuation.

102.8 Cessation of Arrangement

(a) A flexible lifestyle leave arrangement will cease in one of the following ways:

(i) The specified term of the flexible lifestyle leave arrangement expires.

(ii) By the employee providing the CEO 4 weeks' written notice requesting to terminate the arrangement, and the CEO approving the employee's request.

(iii) At the initiative of the CEO, on the giving of 3 months written notice to the employee, along with reasons for the cessation.

(iv) The employee ceases employment with the Territory Generation.

(v) The employee moves to a new work area within Territory Generation, or to another agency and the new work area or agency does not agree to continue the arrangement.

(b) Where a flexible lifestyle leave arrangement ceases, the employee will be reimbursed, by lump sum payment, the amount of any unused flexible lifestyle leave. The reimbursement will be paid within 2 months of the cessation of the arrangement.

103. Recreation Leave Airfares

103.1 The automatic cash payment of an airfare under PSEM By-law 33.10 (Air Fares) will be paid on the common cash-up date, being the first payday on or after 1 May each year.

103.2 An employee can at any time after the accrual date and before the automatic cash-up date request, in writing, the cash-up of an accrued airfare.

103.3 An employee can elect to use an accrued airfare in conjunction with travelling time under PSEM By-law 33 (Air Fares) by giving notice in writing 2 months before the common cash-up date.

103.4 The provisions of this clause will apply to compulsory transferees.

104. Domestic, Family and Sexual Violence Leave

104.1 Territory Generation recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic or family violence, or sexual violence. Support measures for employees include leave with pay, flexible work options and access to the Employee Assistance Program.

104.2 Leave with pay is available to an employee who is experiencing domestic or family violence or sexual violence and who requires time off for reasons including, but not limited to:

(a) seeking safe accommodation;

(b) attending court hearings and police appointments;

(c) accessing legal advice;

(d) organising alternative care or education arrangements for the employee's children; or

(e) other related purposes approved by the CEO.

104.3 Domestic Family and Sexual violence leave is in addition to other leave entitlements and counts as service for all purposes.

104.4 Applications for leave will be dealt with confidentially and sensitively. Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.

104.5 Reasonable adjustments will be considered to ensure the individual's safety in the workplace (e.g. different work locations, removal of phone listing or changes to NTG email addresses).

105. War Service Leave

105.1 Eligibility

The provisions of this clause apply to an employee who has undertaken:

(a) service within operational areas as defined in Schedule 2 of the *Veteran's Entitlements Act 1986* (Cth) as amended from time to time; or

(b) service with the Defence Force that is of a kind determined in writing by the Defence Minister to be warlike service, including peace-keeping or hazardous operational service, for the purposes of the *Military Rehabilitation and Compensation Act 2004* (Cth) as amended from time to time; and

(c) who suffers from an illness or condition recognised by the Department of Veteran Affairs as war caused.

105.2 The leave available under this clause will be in addition to the employee's personal leave entitlement and any repatriation benefits provided by the Department of Veterans Affairs.

105.3 Documentary requirements

(a) An employee must produce a statement from the Department of Veteran Affairs giving details of what conditions/s have been accepted as being war caused, caused by peace-keeping or hazardous operational service. These conditions are to be noted on the employee's personal leave record.

(b) Applications for war service leave must be accompanied by a medical certificate stating the period of leave applied for is attributed to the employee's war caused condition or illness.

105.4 Accrual of Leave

(a) On the date of their commencement of employment in the NTPS, or the date of recognition of the illness or condition, whichever is the later, an employee will be entitled to:

(i) an initial (and once only) non-accumulative credit of 9 weeks at full pay; and

(ii) an accumulative credit of 3 weeks at full pay.

(b) After each period of 12 months service a further accumulative credit of 3 weeks at full pay, subject to a maximum balance of 9 weeks cumulative accrual at any time.

(c) An employee's accumulative war service leave entitlement will be deferred by any period of:

(i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 96.6;

(ii) unauthorised absence; or

(iii) leave without pay that does not count as service.

(d) Leave is available to use for any illness or condition contributed to war service, as per clause 105.3. For avoidance of doubt, a subsequent condition or illness does not entitle the employee to a further 9 weeks or more than 3 weeks accumulation per 12 months of service.

105.5 Granting of leave

(a) War service leave granted under this clause shall be deducted from the non-accumulative credit in the first instance and when this credit is exhausted, from the accumulative credit.

(b) Where an employee has exhausted their war service leave entitlement, they can apply to the CEO to access their accrued personal leave entitlements in accordance with clause 96 (Personal leave).

105.6 Recognition of Prior Service

(a) For the purposes of this clause, all periods of service with the Northern Territory Public Sector, Australian Public Service or another Territory or State Public Service/Sector, where war service sick leave entitlements are provided, are to be considered as continuous service regardless of the length of any break in service.

(b) Any accumulative or non-accumulative credit available at the end of one period of service must be carried forward to any subsequent period of service.

106. Defence Service Leave

106.1 The CEO may grant an employee Defence Service Leave to enable the employee to fulfil their Australian Defence Force Reserve and Continuous Full Time Service obligations (Defence Service).

Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection) Act 2001 Cth. Section 17 of that Act requires that an employer must not hinder or prevent an employee from volunteering for, or rendering, Defence Service.

106.2 Defence Service Leave entitlements include:

(a) up to 4 weeks' paid leave during each financial year for the purpose of undertaking Defence Service, including training and operational duty;

(b) an additional 2 weeks' paid leave during the employee's first year of Defence Service, to facilitate the employee's participation in additional training, including induction requirements.

106.3 An employee who requires additional leave to undertake Defence Service may also utilise recreation leave, long service leave and leave without pay.

106.4 Notice and evidence requirements

An employee is required to:

(a) notify the CEO at soon as practicable of the requirement to be absent to undertake Defence Service, including the intended dates of the Defence Service;

(b) provide sufficient evidence of the requirement to undertake Defence Service; and

(c) provide sufficient evidence of the completion of Defence Service.

106.5 Paid Defence Service Leave will count as service for all purposes. Leave without pay utilised to undertake Defence Service will count as service for long service leave purposes only.

106.6 No liability for injury during defence service leave

Where an employee has a claim for compensation for injury or illness as a result of leave granted under this clause, the claim will not be recognised by the Territory and the employee will submit any claim to the Australian Department of Defence.

107. Study Assistance and Leave

107.1 An employee may apply to the CEO for:

(a) recognition of a course of study; and

(b) assistance to undertake or continue a course of study.

107.2 When approving applications made under this clause the CEO must be satisfied that the course of study:

(a) is relevant to Territory Generation; and

(b) can be accommodated in light of the operational and financial requirements of Territory Generation.

107.3 Provided the requirements of clause 107.2 are satisfied the CEO may approve:

(a) payment in advance of fees directly associated (enrolment, tuition, examination) with a relevant course of study; or

(b) reimbursement of fees directly associated with a relevant course of study where the employee:

(i) has paid the full amount of assistance claimed;

(ii) produces evidence of payment; and

(iii) was employed by Territory Generation at both the time that the liability was incurred and the application for assistance made.

107.4 The CEO shall not authorise payment of:

(a) amenities fees;

(b) graduation fees;

(c) fees payable as a result of failure by the employee to enrol by a specified time or date;

(d) any other amount payable by the employee by reason of some act or omission on their part;

(e) fees, which have been paid by any other organisation;

(f) supplying books or materials;

(g) accommodation; or

(h) activities associated with attendance at residential institutions.

107.5 Subject to clause 107.7, in addition to the requirements under clause 107.3(b), the CEO may not approve the reimbursement of the Higher Education Loan Program (HELP) incurred by an employee in respect of an approved course of study unless the CEO is satisfied that:

(a) the contribution arises from the attendance at the Charles Darwin University, except where the approved course of study is not provided at that university; and

(b) the amount does not exceed the amount payable in relation to the discounted liability of the employee had the employee paid HELP in advance.

107.6 The CEO may not authorise reimbursement of fees or HELP under this clause where an employee is absent from duty on any form of leave without pay (including unpaid parental leave), and that employee has not returned to duty.

107.7 The CEO may approve reimbursement of a HELP debt of up to an amount of $3 000 for new employees. Approvals will be based upon the recruitment and retention objectives of Territory Generation, and are subject to the following conditions:

(a) the HELP debt must be related to an initial qualification, not an advanced degree;

(b) the employee must provide evidence of the debt incurred either through production of the HELP debt or voluntary repayments made; and

(c) approval is granted by the CEO (or delegate) upon commencement of the employee's employment on the condition that the employee may only apply for reimbursement after having completed 3 years continuous service with Territory Generation or other NTPS agencies.

107.8 Provided the requirements of clause 107.2 are satisfied, the CEO may approve study leave:

(a) with pay to attend lectures, tutorials and examinations relating to a relevant course of study provided the time off work does not exceed 4 hours per week including travelling time;

(b) without pay for leave in excess of 4 hours per week or on a time in lieu basis for leave in excess of 4 hours per week;

(c) with pay, in the case of an employee undertaking an approved distance education course of study, for:

(i) a period not exceeding 4 weeks in any year, including travelling time, in order to attend residential components of the course; and

(ii) a further period of 2 days, per approved unit of study, per semester.

107.9 The CEO shall not approve study leave under clause 107.8 where the approved course of study is available outside normal working hours.

107.10 The approval for study leave with pay does not include time off to prepare for examinations.

107.11 In addition to the study leave provisions set out in clause 107.8, the CEO may, in their absolute discretion, approve an extended period of leave without pay for study purposes, which will not count as service.

108. Cultural Leave

108.1 Cultural and Ceremonial Leave

(a) An employee is entitled to up to 5 days unpaid cultural and ceremonial leave per year to undertake their cultural or ceremonial obligations for the community or group to which the employee belongs to.

(b) An employee must advise the CEO as soon as reasonably practicable of the period or expected period of the leave.

(c) The CEO may require an employee to provide documentary evidence, where appropriate, in support of the leave application.

(d) The CEO may approve an additional period of unpaid cultural and ceremonial leave on request.

(e) An employee may elect to use their paid recreation leave or long service leave to undertake their cultural or ceremonial obligations.

Note: Access to long service leave entitlements is subject to the minimum period set out in clause 100.

108.2 NAIDOC Week Leave

(a) Employees may utilise flextime credits or other flexible working arrangements to attend and participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities (e.g. NAIDOC March).

(b) An employee must seek prior approval from their manager to utilise time off in lieu of overtime (TOIL), flextime credits or other flexible working arrangements. Such requests should be supported, subject to Territory Generation's operational requirements.

(c) An employee who does not have access to TOIL, flextime or other flexible working arrangements may be granted paid leave. Subject to operational requirements, the

CEO may approve up to 3 hours per year of paid NAIDOC leave to facilitate the employee's attendance at NAIDOC week activities.

109. Kinship Obligation Leave

109.1 An Australian First Nation's employee may take up to 5 days paid kinship obligation leave each year for the purposes of attending sorry business or related purposes.

109.2 For the purposes of this clause, 'kinship' means:

Australian First Nations kinship where there is a connection, relationship or obligation under the customs, traditions or cultures of the communities, groups or families to which the employee belongs.

109.3 The leave is in addition to any other leave available to the employee under this Agreement and may be taken in broken periods and at half pay.

109.4 Where an employee utilises an amount of kinship obligation leave at half pay:

(a) Leave entitlements will accrue as if the employee had utilised the amount of kinship obligation leave at full pay.

For example, if an employee utilises 2 days of kinship obligation leave over a period of 4 days at half pay, all leave entitlements will accrue over the first 2 days of leave, as if the employee was on kinship obligation leave with full pay, and no leave entitlements will accrue over the final 2 days of kinship obligation leave on half pay.

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

109.5 The leave does not accrue progressively or accumulate from year to year and there is no residual entitlement to be paid on cessation of employment.

109.6 Notice Requirements

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

(b) The CEO may require an employee to produce documentary evidence of the need for kinship obligation leave.

110. Foster and Kinship Carers Leave

110.1 Foster and Kinship Carers leave is available to an employee for the purpose of:

(a) providing temporary care to a child of up to 18 years of age who is in authorised care (Carer Placement Leave); and

(b) undertaking mandatory training and assessments associated with being a foster carer or a kinship carer (Carer Assessment and Training Leave).

110.2 Carer Placement Leave

(a) An employee may access Carer Placement Leave where the employee is:

(i) an authorised foster carer or kinship carer with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*; and

(ii) entering into a care arrangement for a child who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.

(b) Carer Placement Leave is available on commencing the placement of a child/ children into the employee's care for the first time, to help carers and children settle. It does not apply where there is an entitlement to parental leave.

(c) Carer Placement Leave entitlements include up to 10 days of paid leave and up to 10 days of unpaid leave per calendar year. Leave can be taken in single days or multiple days.

110.3 Carer Assessment and Training Leave

(a) An employee may access up to 5 days paid Carer Assessment and Training Leave per calendar year.

(b) The employee must be an authorised foster carer or kinship carer, or undertaking assessment and training to become an authorised foster carer or kinship carer, with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.

110.4 Notice and evidence Requirements

(a) An employee must provide the CEO with notice of the taking of Foster and Kinship Carers leave as soon as practicable, and must advise of the period, or expected period, of the leave.

(b) Carer Assessment and Training Leave should be taken at a time that is agreed with the CEO.

(c) An employee must provide the CEO with documentation from the department responsible for children in authorised care, supporting their eligibility for leave.

110.5 Authorised foster carers and kinship carers may also be eligible for other types of leave to support a child in their care. These leave arrangements are detailed in other provisions within this Agreement and include:

(a) personal leave – refer to clause 96;

(b) compassionate leave – refer to clause 98;

(c) permanent care order application leave – refer to clause 99.7; and

(d) parental leave, including primary caregiver parental leave and partner leave – refer to clauses 99.8 and 99.9.

111. Leave to Engage in Voluntary Emergency Management Activities

111.1 The CEO may grant leave with pay to an employee:

(a) who is a member of a volunteer emergency service unit or fire brigade and is required to attend operational exercises (including training) or to participate in an emergency operation including for prevention, preparation, response or recovery purposes conducted by:

(i) Northern Territory Emergency Service within the meaning of the *Emergency Management Act 2013*;

(ii) Bushfires NT/ Bushfires brigade/ the Bushfires Council or a Regional Committee within the meaning of the *Bushfires Management Act 2016*; or

(iii) the auxiliary or volunteer members of the Northern Territory Fire and Rescue Service within the meaning of the *Fire and Emergency Management Act 2016*.

(b) who engages in community service necessarily rendered following a natural disaster, subject to any limitations imposed by the CEO.

111.2 Leave granted with pay may include reasonable rest time immediately following the activity.

111.3 Notice and evidence requirements

(a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the absence has started) and must advise of the period, or expected period, of the absence.

(b) The CEO may require an employee to provide evidence that would satisfy a reasonable person that the leave taken, or to be taken, is for one of the reasons set out in this clause.

112. Blood and Plasma Donor Leave

The CEO may grant leave with pay to an employee to allow the employee to donate blood or plasma.

113. Support Living Organ Donor Leave

113.1 Organ Donor Leave may be granted to employees who participate in the Australian Government's Supporting Living Organ Donors Program (the Program).

113.2 The program is managed by the Department of Health, Disability and Ageing, and provides payment to an employer to support staff members who intend to donate either a kidney or a partial liver.

113.3 The CEO may approve a re-credit of a period of leave taken for the purposes of the Program.

113.4 For the purposes of clause 113.3, the recredit shall be equivalent to the value of any eligible payment received by Territory Generation from the Program.

114. Health Screening Leave

114.1 An employee may access up to one hour of paid leave per year, for the purpose of undertaking a health screening test associated with a public health screening program.

114.2 A health screening test means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions.

114.3 Notice and evidence requirements

(a) The employee is required to provide reasonable notice of the need to take leave and the expected duration of leave.

(b) The employee must provide documentary evidence of their attendance at the screening test that would satisfy a reasonable person.

115. Gender Transition Leave

115.1 Gender Transition Leave is available to support employees who wish to transition from their gender. Paid leave may be taken for:

(a) psychological support;

(b) hormonal replacement therapy and other types of medical intervention;

(c) appointments to alter the employee's legal status or amend the employee's gender on legal documentation;

(d) other similar appointments or procedures to give effect to the employee's transition approved by the CEO.

115.2 Eligibility

In order to access Gender Transition Leave, an employee must have:

(a) completed at least 12 months continuous service on an ongoing or fixed period basis; and

(b) commenced transitioning their gender.

115.3 Entitlement to Paid and Unpaid Gender Transition Leave

(a) Employees who are transitioning their gender are entitled to 4 weeks of paid leave and up to 48 weeks unpaid leave for the purpose of supporting their gender transition.

(b) Gender Transition Leave may be taken in a continuous period, single or part days over a 3 year period.

(c) Employees may request additional paid Gender Transition Leave, which may be granted by the CEO on a discretionary and case by case basis in exceptional circumstances.

(d) Employees may also access other forms of paid or unpaid leave such as personal leave, recreation leave and long service leave, where the employee meets the relevant eligibility criteria for that leave type.

(e) Any period of unpaid gender transition leave will not break an employee's continuity of service but does not count for service.

115.4 Notice and evidence requirements

(a) Applications for leave will be dealt with confidentially and sensitively.

(b) An employee must provide at least 2 weeks' notice of the need to take leave under this clause and the expected duration of leave. A shorter notice period may be agreed with the CEO.

(c) An employee may be required to provide suitable supporting documentation for any leave granted under this clause. Evidence to support an application will only be sighted once and no copies will be made or recorded.

116. Leave to Attend Arbitration Business

116.1 The CEO may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions:

(a) leave will not be granted to more than 2 employees who are representatives of an organisation at the one time in respect of any one such proceeding;

(b) leave to conduct a case will be with full pay;

(c) leave for preparation of a case will be without pay and will not exceed 3 months in any 12 months.

116.2 Paid leave granted under clauses 116.1(a) and 116.1(b) will count as service for all purposes.

116.3 Unpaid leave granted under clause 116.1(c) will not count as service but does not break continuity for long service leave purposes.

117. Release to Attend as a Witness

117.1 Where an employee is subpoenaed or called as a witness for the Crown to give evidence under a law of the Commonwealth or the Territory, the CEO will release the employee from duty, without deduction from pay or accrued leave entitlements, during the period necessary to attend. Where an employee is subpoenaed to give evidence in relation to their duties or former duties in the Northern Territory Public Sector, the CEO will release the employee from duty and may grant such release without deduction from pay or accrued leave entitlements during the period necessary to attend.

117.2 Subject to clause 117.4 below, in all other cases where an employee is subpoenaed or called as a witness, the period of absence will be unpaid, unless the employee elects to utilise accrued leave entitlements.

117.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clauses 117.1 and 117.2, the employee will be granted:

(a) leave without pay; or

(b) recreation leave;

and any fees or allowances received as a result of the attendance may be retained by the employee.

117.4 Where an employee is required to attend as a witness on behalf of Territory Generation, the employee will be regarded as being on duty.

117.5 Leave with pay will count as service for all purposes. Leave without pay will not count as service.

118. Release for Jury Service

118.1 An employee required to attend for jury service will promptly notify their supervisor.

118.2 An employee required to attend for jury service during ordinary hours of duty will be granted leave of absence with full pay during that period.

118.3 An employee who is on paid recreation leave and is summoned as a juror may have a period equal to the time required to attend as a juror credited to the employee's leave entitlement.

118.4 Such leave will count as service for all purposes.

118.5 Payments for jury service (e.g. jury service fees) will be in accordance with the *Juries Act 1962*.

Note: In accordance with section 8 of the Juries Regulations, an employee who continues to receive ordinary pay and who has no deductions from their pay other leave entitlements while on leave to attend for jury service is taken to have received payment for attendance.

119. Special Leave Without Pay

119.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.

119.2 Special leave without pay is not available for the purpose of engaging in employment outside the NTPS, except where approval has been given under section 61 of the PSEM Act.

119.3 Special leave without pay will not count as service for any purpose.

119.4 An employee will not be permitted access to accrued entitlements, or any condition of service during a period of leave without pay.

Schedule 1 Salary Structures

Administrative and Corporate Salary Table

		Designation	Pay Point	Old Salary Rates Effective 17/07/2025	Annual Salary Rates Effective First Full Pay Period After 16/07/2026 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2027 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2028 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2029 (3%)
		Band 4	4	$ 181,748	$ 187,200	$ 192,816	$ 198,600	$ 204,558
			3	$ 173,059	$ 178,251	$ 183,599	$ 189,107	$ 194,780
			2	$ 164,898	$ 169,845	$ 174,940	$ 180,188	$ 185,594
			1	$ 157,118	$ 161,832	$ 166,687	$ 171,688	$ 176,839
		Band 3	5	$ 149,701	$ 154,192	$ 158,818	$ 163,583	$ 168,490
			4	$ 142,670	$ 146,950	$ 151,359	$ 155,900	$ 160,577
			3	$ 135,932	$ 140,010	$ 144,210	$ 148,536	$ 152,992
			2	$ 129,542	$ 133,428	$ 137,431	$ 141,554	$ 145,801
			1	$ 123,429	$ 127,132	$ 130,946	$ 134,874	$ 138,920
		Band 2	6	$ 117,649	$ 121,178	$ 124,813	$ 128,557	$ 132,414
			5	$ 112,109	$ 115,472	$ 118,936	$ 122,504	$ 126,179
			4	$ 106,832	$ 110,037	$ 113,338	$ 116,738	$ 120,240
			3	$ 101,830	$ 104,885	$ 108,032	$ 111,273	$ 114,611
			2	$ 97,056	$ 99,968	$ 102,967	$ 106,056	$ 109,238
			1	$ 92,506	$ 95,281	$ 98,139	$ 101,083	$ 104,115
Grad	3	**Band 1**	7	$ 88,182	$ 90,827	$ 93,552	$ 96,359	$ 99,250
	2^^		6	$ 84,050	$ 86,572	$ 89,169	$ 91,844	$ 94,599
	1^		5	$ 80,141	$ 82,545	$ 85,021	$ 87,572	$ 90,199
Under Grad	4		4	$ 76,391	$ 78,683	$ 81,043	$ 83,474	$ 85,978
	3		3	$ 72,832	$ 75,017	$ 77,268	$ 79,586	$ 81,974
	2		2	$ 69,545	$ 71,631	$ 73,780	$ 75,993	$ 78,273
	1		1	$ 66,406	$ 68,398	$ 70,450	$ 72,564	$ 74,741
		Trainee	3	$ 58,333	$ 60,083	$ 61,885	$ 63,742	$ 65,654
			2	$ 54,135	$ 55,759	$ 57,432	$ 59,155	$ 60,930
			1	$ 49,934	$ 51,432	$ 52,975	$ 54,564	$ 56,201

^ Graduates with a 3 year degree will commence on pay point 5 of Band 1

^^ Graduates with a 4 year degree will commence on pay point 6 of Band 1

Undergraduates will commence on pay point associated with number of completed years of study e.g. year 1 completed = pay point 2

Science and Engineering Professional Salary Table

Designation	Pay Point	Old Salary Rates Effective 17/07/2025	Annual Salary Rates Effective 16/07/2026 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2027 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2028 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2029 (3%)
Band 4	4	$ 199,205	$ 205,181	$ 211,336	$ 217,676	$ 224,206
	3	$ 190,514	$ 196,229	$ 202,116	$ 208,179	$ 214,424
	2	$ 182,354	$ 187,825	$ 193,460	$ 199,264	$ 205,242
	1	$ 174,576	$ 179,813	$ 185,207	$ 190,763	$ 196,486
Band 3	5	$ 165,859	$ 170,835	$ 175,960	$ 181,239	$ 186,676
	4	$ 158,828	$ 163,593	$ 168,501	$ 173,556	$ 178,763
	3	$ 152,090	$ 156,653	$ 161,353	$ 166,194	$ 171,180
	2	$ 145,699	$ 150,070	$ 154,572	$ 159,209	$ 163,985
	1	$ 139,587	$ 143,775	$ 148,088	$ 152,531	$ 157,107
Band 2	6	$ 127,424	$ 131,247	$ 135,184	$ 139,240	$ 143,417
	5	$ 121,886	$ 125,543	$ 129,309	$ 133,188	$ 137,184
	4	$ 116,607	$ 120,105	$ 123,708	$ 127,419	$ 131,242
Grad 3	3	$ 111,606	$ 114,954	$ 118,403	$ 121,955	$ 125,614
Grad 2^^	2	$ 106,832	$ 110,037	$ 113,338	$ 116,738	$ 120,240
Grad 1^	1	$ 102,282	$ 105,350	$ 108,511	$ 111,766	$ 115,119
Under Grad	5*	$ 83,520	$ 86,026	$ 88,607	$ 91,265	$ 94,003
	4	$ 79,611	$ 81,999	$ 84,459	$ 86,993	$ 89,603
	3	$ 75,861	$ 78,137	$ 80,481	$ 82,895	$ 85,382
	2	$ 72,302	$ 74,471	$ 76,705	$ 79,006	$ 81,376
	1	$ 69,014	$ 71,084	$ 73,217	$ 75,414	$ 77,676

* 4 Year with Trade or Technical qualification

^ Graduates with a 3 year degree will commence on pay point 1 of Band 2

^^ Graduates with a 4 year degree will commence on pay point 2 of Band 2

Undergraduates will commence on pay point associated with number of completed years of study e.g. year 1 completed - pay point 2

Technical Coordinator Salary Table

Designation	Pay Point	Old Salary Rates Effective 17/07/2025	Annual Salary Rates Effective 16/07/2026 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2027 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2028 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2029 (3%)
Senior Technical Coordinator	3	$ 201,493	$ 207,538	$ 213,764	$ 220,177	$ 226,782
	2	$ 192,488	$ 198,263	$ 204,211	$ 210,337	$ 216,647
	1	$ 183,797	$ 189,311	$ 194,990	$ 200,840	$ 206,865
Technical Coordinator	6	$ 183,797	$ 189,311	$ 194,990	$ 200,840	$ 206,865
	5	$ 175,638	$ 180,907	$ 186,334	$ 191,924	$ 197,682
	4	$ 167,859	$ 172,895	$ 178,082	$ 183,424	$ 188,927
	3	$ 160,442	$ 165,255	$ 170,213	$ 175,319	$ 180,579
	2	$ 153,411	$ 158,013	$ 162,753	$ 167,636	$ 172,665
	1	$ 146,673	$ 151,073	$ 155,605	$ 160,273	$ 165,081

Technical Specialist Salary Table

Designation	Pay Point	Old Salary Rates Effective 17/07/2025	Annual Salary Rates Effective 16/07/2026 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2027 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2028 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2029 (3%)
Senior Technical Specialist	3	$ 160,442	$ 165,255	$ 170,213	$ 175,319	$ 180,579
	2	$ 153,411	$ 158,013	$ 162,753	$ 167,636	$ 172,665
	1	$ 146,673	$ 151,073	$ 155,605	$ 160,273	$ 165,081
Technical Specialist	6	$ 146,673	$ 151,073	$ 155,605	$ 160,273	$ 165,081
	5	$ 140,282	$ 144,490	$ 148,825	$ 153,290	$ 157,889
	Soft Barrier - Diploma or equivalent skills to progress					
	4	$ 134,170	$ 138,195	$ 142,341	$ 146,611	$ 151,009
	3	$ 128,390	$ 132,242	$ 136,209	$ 140,295	$ 144,504
	2	$ 122,850	$ 126,536	$ 130,332	$ 134,242	$ 138,269
	1	$ 117,572	$ 121,099	$ 124,732	$ 128,474	$ 132,328
Trainee Technical	4	$ 75,861	$ 78,137	$ 80,481	$ 82,895	$ 85,382
	3	$ 72,302	$ 74,471	$ 76,705	$ 79,006	$ 81,376
	2	$ 69,014	$ 71,084	$ 73,217	$ 75,414	$ 77,676
	1	$ 65,876	$ 67,852	$ 69,888	$ 71,985	$ 74,145

Operator Salary Table

Designation	Pay Point	Old Salary Rates Effective 17/07/2025 (3%)	Annual Salary Rates Effective 16/07/2026 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2027 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2028 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2029 (3%)
Senior Operator	2	$ 140,282	$ 144,490	$ 148,825	$ 153,290	$ 157,889
	1	$ 134,170	$ 138,195	$ 142,341	$ 146,611	$ 151,009
Operator	5	$ 128,390	$ 132,242	$ 136,209	$ 140,295	$ 144,504
	4	$ 122,850	$ 126,536	$ 130,332	$ 134,242	$ 138,269
	3	$ 117,572	$ 121,099	$ 124,732	$ 128,474	$ 132,328
	2	$ 112,570	$ 115,947	$ 119,425	$ 123,008	$ 126,698
	1	$ 107,796	$ 111,030	$ 114,361	$ 117,792	$ 121,326

Operator / Maintainer

Designation	Pay Point	Old Salary Rates Effective 17/07/2025 (3%)	Annual Salary Rates Effective 16/07/2026 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2027 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2028 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2029 (3%)
Operator/ Maintainer	7	$ 140,282	$ 144,490	$ 148,825	$ 153,290	$ 157,889
	6	$ 134,170	$ 138,195	$ 142,341	$ 146,611	$ 151,009
	5	$ 128,390	$ 132,242	$ 136,209	$ 140,295	$ 144,504
	4	$ 122,850	$ 126,536	$ 130,332	$ 134,242	$ 138,269
	3	$ 117,572	$ 121,099	$ 124,732	$ 128,474	$ 132,328
	2	$ 112,570	$ 115,947	$ 119,425	$ 123,008	$ 126,698
	1	$ 107,796	$ 111,030	$ 114,361	$ 117,792	$ 121,326

Trade Technical Salary Table

Designation	Pay Point	Old Salary Rates Effective 17/07/2025 (3%)	Annual Salary Rates Effective 16/07/2026 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2027 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2028 (3%)	Annual Salary Rates Effective First Full Pay Period After 16/07/2029 (3%)	
Trade Technical	11	$ 128,390	$ 132,242	$ 136,209	$ 140,295	$ 144,504	
	10	$ 122,850	$ 126,536	$ 130,332	$ 134,242	$ 138,269	
	9	$ 117,572	$ 121,099	$ 124,732	$ 128,474	$ 132,328	
	8	$ 112,570	$ 115,947	$ 119,425	$ 123,008	$ 126,698	
	7	$ 107,796	$ 111,030	$ 114,361	$ 117,792	$ 121,326	
	6	$ 100,173	$ 103,178	$ 106,273	$ 109,461	$ 112,745	
	5	$ 95,848	$ 98,723	$ 101,685	$ 104,736	$ 107,878	
	4	$ 91,716	$ 94,467	$ 97,301	$ 100,220	$ 103,227	Trade Assistant
	3	$ 87,806	$ 90,440	$ 93,153	$ 95,948	$ 98,826	
	2	$ 84,056	$ 86,578	$ 89,175	$ 91,850	$ 94,606	
	1	$ 76,833	$ 79,138	$ 81,512	$ 83,957	$ 86,476	

Schedule 2 Allowances

Allowance	Clause	Frequency	Old Rates Effective 17.07.2025 $	Rates Effective 16.07.2026 $	Rates Effective FFPP on or after 16.07.2027 $	Rates Effective FFPP on or after 16.07.2028 $	Rates Effective FFPP on or after 16.07.2029 $
Availability *	60	per day	71.11	**73.24**	**75.44**	**77.70**	**80.03**
Consolidated Disability (6%) *	61	per fortnight	234	**241**	**249**	**256**	**264**
Damaged Clothes and Tools	75	-	490	**490**	**490**	**490**	**490**
Extra Duty	62	per annum					
Group 1 - Additional hours							
Category A				**4% of the employee's nominal salary**			
Category B				**8% of the employee's nominal salary**			
Category C				**12% of the employee's nominal salary**			
Category D				**18% of the employee's nominal salary**			
Category E				**24% of the employee's nominal salary**			
Category F				**30% of the employee's nominal salary**			
Group 2 - Callout Ratio *							
1 in 4 or less or 2nd on call (6%)		per annum	6,110	**6,293**	**6,482**	**6,676**	**6,877**
1 in 3 (8%)		per annum	8,146	**8,391**	**8,643**	**8,902**	**9,169**
1 in 2 (12%)		per annum	12,220	**12,586**	**12,964**	**13,353**	**13,753**
First Aid (not payable with CDA)	77	per week	24.50	**25.20**	**26.00**	**26.80**	**27.60**
High Voltage	66	per fortnight	115	**180**	**185**	**191**	**197**
Overtime Meal	90	per meal	34.50	**35.50**	**36.60**	**37.70**	**38.80**
Personal Nominee Electrical Licence	74	per annum	N/A	**5,000**	**5,000**	**5,000**	**5,000**
Pre-eminent Professional ~	65	per annum	19,814	**20,518**	**21,134**	**21,768**	**22,421**
Responsibility Allowance #	72	per annum	21,916	**22,574**	**23,251**	**23,948**	**24,667**
Skills and Retention (Steam) Allowance #	73	per annum	5,479	**5,643**	**5,813**	**5,987**	**6,167**
Team Leader (5.6%) *	69	per fortnight	219	**225**	**232**	**239**	**246**
Tool	71	per week	22.10	**22.80**	**23.50**	**24.20**	**24.90**
WH&S Advisor Skills Allowance	78	per annum	12,380	**12,751**	**13,134**	**13,528**	**13,933**

(%) Allowance based on a percentage of the 3rd pay point of Band 2 in the Administrative and Corporate Services salary structure

~ Allowance based on percentage of top of band 4 - Science & Engineering Professional

 # Rates effective from 17.07.2025 were contained in GVA

Note: FFPP – First full pay period

Attraction and retention allowance – Alice Springs

Attraction and Retention Allowance	Clause	Frequency	Old Rate effective from 14.08.25 $	Rate Effective From 14.08.2026 $	Rate Effective from 14.08.2027 $	Rate Effective from 14.08.2028 $	Rate Effective from 14.08.2029 $
Alice Springs	79	per annum	1,000	**1,000**	**2,000**	**3,000**	**3,500**

Community Language Allowance

Community Language Allowance	Clause	Frequency	Old Rate effective from 17.11.2025 $	Rate Effective From 13.08.2026 $	Rate Effective from 12.08.2027 $	Rate Effective from 10.08.2028 $
Base	81	per annum	1,545	**1,591**	**1,647**	**1,705**
High			2,472	**2,546**	**2,635**	**2,727**

The Community Language Allowance will be adjusted annually in accordance with the rates contained in the *Northern Territory Public Sector 2025 - 2029 Enterprise Agreement*, and its successor Agreement.

Allowance	Clause under which entitlement derived	Frequency	Rates Effective 01.01.2026 * $
Accommodation in conjunction with Fares Out	40 / By-Law 43	per night	**153.00**
Motor vehicle	76	per km (for employee)	**0.96**
		per km (for carrying goods, passengers or towing)	**0.05**
Professional Development	64		
1 to 5 years continuous service		per annum	**721**
5 years + continuous service (up to)		per annum	**1,590**
Relocation	67		
Employee only		per fortnight	**678**
Employee with dependants		per fortnight	**937**
Remote Employee Electricity Subsidy	40		
Remote Locality Rate			
Special Category		per annum	**863**
Category 1		per annum	**1,724**
Category 2		per annum	**2,589**
Category 3		per annum	**3,455**
Remote Locality Dependant/After Hours Rate			
Special Category		per annum	**1,079**
Category 1		per annum	**2,159**
Category 2		per annum	**3,237**
Category 3		per annum	**4,319**
Travelling	70		
Accommodation		per night	**106**
Incidental		per day	**16.80**
Meal Rates			
Breakfast			**21.50**
Lunch			**33.10**
Dinner			**46.50**

** Note: The rates for the above allowances will be updated in accordance with **clause 44** (i.e. according to CPI) as contained in Determination 1 – Review of Allowances issued 1 January annually.*

Schedule 3 Classification Stream Descriptors and Stream Specific Progression Principles

This schedule broadly identifies the type of role and work function of positions falling within each classification stream, and sets out conditions or prerequisites for entry into, and progression through, particular streams.

3.1 Administrative and Corporate Services employees

3.1.1 Descriptor:

(a) The Administrative and Corporate Services Classification Stream includes positions that are primarily clerical or administrative in nature and provide a range of operational/corporate support functions.

(b) Administrative and Corporate Services positions cover a broad range of disciplines, including finance, procurement, workplace health and safety, training, communications, project administration, economics, human resources, information, communication technology and similar.

(c) At higher classification levels within the stream, positions may include advisory, supervisory, and/or project management responsibilities.

(d) Example positions in this stream include, but are not limited to Administrative Assistant, Executive Assistant, Procurement and Contract Specialist, Human Resources Business Partner, WHS Advisor, and Learning & Development Officer.

3.1.2 Entry/progression requirements:

Trainee

(a) The Trainee Administrative and Corporate Services classification provides an opportunity to pursue a career with Territory Generation in the Administrative and Corporate Services Stream whilst gaining a relevant qualification. Examples of appropriate qualifications include Certificate II or III in Business, or Customer Service.

(b) Trainee Administrative and Corporate Services employees will be employed on a fixed period contract of employment until attainment of a relevant qualification.

(c) Existing employees who transfer to the Trainee Administrative or Corporate Services stream will maintain their employment status as ongoing or fixed period.

(d) A Trainee may be eligible to access Territory Generation's study assistance scheme.

(e) An offer of ongoing employment as a Band 1 will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Trainee Administrative employee.

Undergraduate

(f) The Undergraduate Administrative and Corporate Services classification provides an opportunity to pursue a career with Territory Generation in the Administrative and Corporate Services Stream whilst gaining a relevant degree qualification. Examples of degree qualifications include economics, commerce, law, accounting, business, information technology and human resources.

(g) Undergraduate Administrative and Corporate Services employees will be employed on a fixed period contract of employment until attainment of a relevant qualification.

(h) Existing employees who transfer to the undergraduate classification will maintain their employment status as ongoing or fixed period.

(i) An undergraduate may be eligible to access Territory Generation's study assistance scheme, except in the case of undergraduate vacation employees employed by Territory Generation on a short term fixed period basis who are not eligible.

(j) An offer of ongoing employment as a graduate will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual undergraduate.

Graduate

(k) The Graduate Administrative and Corporate Services classification provides recent graduates an opportunity to pursue a career with Territory Generation in the Administrative and Corporate Services Stream across a range of disciplines. Examples of disciplines include economics, commerce, law, accounting, business, information technology and human resources.

(l) The mandatory minimum entry qualification is a 3 or 4 year degree in a relevant discipline.

(m) The entry level pay point is:

  (i) Band 1 Pay Point 5 for a graduate with a 3 year degree; or

  (ii) Band 1 Pay Point 6 for a graduate with a 4 year degree.

(n) Graduates will participate in Territory Generation's Administrative and Corporate Services Graduate Program.

(o) On successful completion of the Graduate Program a graduate may be transferred to an available Band 1 Administrative and Corporate Services position at their current pay point.

3.2 Science and Engineering Professionals

3.2.1 Descriptor:

(a) The Science and Engineering Professional Classification Stream includes positions that require a scientific or engineering degree qualification.

(b) Science and Engineering Professional positions generally have a strong analytical focus and provide professional advice, services and support in specialist fields of competence.

(c) At higher classification levels within the stream, positions may include supervisory and/or project management responsibilities.

(d) Example positions in this stream include, but are not limited to, Asset Engineer, Plant Electrical Engineer, Control Systems Engineer, Performance and Reliability Engineer.

3.2.2 Entry/progression requirements:

Undergraduate

(a) The Undergraduate Science and Engineering classification provides an opportunity to pursue an engineering or science career with Territory Generation whilst gaining an Engineering or Science degree qualification.

(b) Undergraduates will be employed on a fixed period contract of employment until attainment of an Engineering or Science degree qualification.

(c) Existing employees transferred to the undergraduate classification will maintain their employment status as ongoing or fixed period.

(d) An undergraduate may be eligible to access Territory Generation's study assistance scheme, except in the case of undergraduate vacation employees employed by Territory Generation on a short term fixed period basis are not eligible.

(e) An offer of ongoing employment as a graduate will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual undergraduate.

Graduate

(f) The Science and Engineering Graduate classification provides recent Science or Engineering graduates an opportunity to pursue a science or engineering career with Territory Generation.

(g) The mandatory minimum entry qualification is a science or engineering degree.

(h) The entry level pay point is:

(i) Band 2 Pay Point 1 for a graduate with a 3 year degree; or

(ii) Band 2 Pay Point 2 for a graduate with a 4 year degree.

(i) Graduates will participate in Territory Generation's Science and Engineering Graduate Program.

(j) On successful completion of the Graduate Program a graduate may be transferred to an available Band 2 Science and Engineering Professional position at their current pay point.

Science and Engineering Professional

(k) The mandatory minimum entry qualification for Science and Engineering Band 2 to 4 classifications is a 3 or 4 year Science and Engineering degree.

3.3 Technical Coordinator

3.3.1 Descriptor:

(a) The Technical Coordinator classification stream includes positions that are primarily involved in the coordination of technical functions in the delivery of a service. Incumbents typically require a technical or trade based background and relevant supervisory or managerial experience. Technical Coordinator positions may involve coordination or management of people, contracts, budgets or projects, planning and scheduling of resources.

(b) Example positions in this stream include, but are not limited to, Site Coordinator, Maintenance Planner and Scheduler and Project Officer.

3.3.2 Entry/progression requirements:

The mandatory minimum entry qualification is:

(a) an AQF Certificate III in a relevant discipline or equivalent skills, knowledge and experience; and

(b) appropriate license(s) where applicable.

Existing Technical Coordinator or Senior Technical Coordinator employees:

(c) Notwithstanding the above, employees appointed to roles prior to the commencement of this Agreement will be deemed to satisfy the qualification requirements and will not be required to obtain the mandatory minimum entry qualification as a condition of continued employment or progression within the role.

(d) Such employees will be recognised on the basis of their existing skills, knowledge, experience, competency and demonstrated ability to perform the duties of the position.

3.4 Technical Specialist

3.4.1 Descriptor:

(a) The Technical Specialist classification stream includes positions that are primarily involved in the performance of technical functions in the delivery of a service, and/or specialist technical advice and guidance.

(b) Technical Specialist positions may include testing and protection, fault diagnosis and rectification, controls and communications, design and similar.

(c) Example positions in this stream include, but are not limited to, Performance and Reliability Officer and Condition Monitoring.

3.4.2 Entry progression requirements:

Trainee

(a) The Trainee Technical classification provides an opportunity for employees with no relevant prior work experience to gain on the job skills and training whilst studying towards a Diploma of Engineering or equivalent.

(b) Trainee Technical employees will be employed on a fixed period contract of employment until attainment of the Diploma of Engineering qualification, or its equivalent.

(c) Existing employees who transfer to the Trainee Technical classification will maintain their employment status as ongoing or fixed period.

(d) A Trainee Technical may be eligible to access Territory Generation's study assistance scheme.

(e) An offer of ongoing employment will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Trainee Technical.

Technical Specialist

(f) The Technical Specialist classification provides an opportunity for employees with a Diploma of Engineering (or equivalent), or a trade qualification or equivalent technical work experience to pursue a career with Territory Generation.

(g) Subject to clause 3.4.2(h) Technical Specialist employees may progress to pay point 4 of the Technical Specialist classification without a Diploma of Engineering (or equivalent). Only those Technical Specialists who have attained Diploma of Engineering (or equivalent), or equivalent skills, knowledge and experience, may continue to progress through the full Technical Specialist classification pay point range.

(h) Notwithstanding clause 3.4.2(g), the following Technical Specialist employees may progress through the full Technical Specialist classification pay point range in the absence of a diploma or equivalent skills, knowledge and experience:

(i) A former Service Coordinator who translated to the Technical Specialist classification as part of the Service Coordinator restructure that occurred on the commencement of the *2010 – 2013 Power and Water Enterprise Agreement*; and

(ii) An employee who does not hold a diploma or equivalent but was already classified as a Technical Specialist prior to the commencement of this Agreement.

(i) Technical Specialist employees are encouraged to gain a Diploma of Engineering (or equivalent).

Senior Technical Specialist

(j) The mandatory minimum entry qualification is a Diploma of Engineering (or equivalent), or equivalent skills, knowledge and experience.

3.5 Trade Technical

3.5.1 Descriptor:

(a) The Trade Technical classification stream includes positions that are trade based and provide field based operational service delivery functions including electrical, high voltage operation, mechanical, and instrumentation work.

(b) At entry level, positions include Trade Assistant or apprentice roles which do not require a trade qualification.

(c) Example positions in this stream include, but are not limited to, Mechanical Tradesperson and Electrical Tradesperson.

3.5.2 Entry/progression requirements:

Trade Assistant

(a) The Trade Assistant classification is for roles which require physical operational work and do not require a trade qualification. These roles work under supervision of a qualified tradesperson. Examples include operating plant and machinery or similar.

(b) Mature age Trade Assistants will be employed at a minimum pay point 3 of the Trade Technical classification.

(c) The progression requirements for Trade Assistants are competency based and are defined in the Job Model Guidelines.

(d) Trade Assistants may progress up to pay point 6 of the Trade Technical classification.

(e) Pay progressions outside of the employee achievement plan will be effective from the date a completed application was submitted, provided it meets the necessary requirements and is approved for progression. The application will be assessed by Territory Generation within 10 working days.

Trade Technical

(f) The mandatory minimum entry qualification is:

(i) an AQF Certificate III in a relevant discipline or equivalent skills, knowledge and experience; and

(ii) appropriate license(s) where applicable.

(g) Existing Trade Technical employees:

(i) Notwithstanding the above, employees appointed to roles prior to the commencement of this Agreement will be deemed to satisfy the qualification requirements and will not be required to obtain the mandatory minimum entry qualification as a condition of continued employment or progression within the role.

(ii) Such employees will be recognised on the basis of their existing skills, knowledge, experience, competency and demonstrated ability to perform the duties of the position.

(h) Fully qualified tradespersons with limited recent practical experience will commence at pay point 5 of the Trade Technical classification as a minimum, and will progress to the pay point 6 on the successful completion of the probationary period.

(i) Fully qualified tradespersons with substantial recent, practical trade experience will commence at pay point 7 of the Trade Technical classification as a minimum.

(j) An open entry process applies, having regard to Employment Instruction 1 - Filling Vacancies, which allows new Trade Technical employees to be appointed above pay point 7 of the Trade Technical classification in recognition of relevant skill and experience.

(k) Pay progression requirements for Trade Technical employees are competency based and defined in the Job Model Guidelines.

(l) Pay progressions outside of the employee achievement plan will be effective from the date a completed application was submitted, provided it meets the necessary requirements and is approved for progression. The application will be assessed by Territory Generation within 10 working days.

3.6 Operator

3.6.1 Descriptor:

(a) The Operator classification stream includes positions that are primarily involved in monitoring and operating Power Stations, and may be involved in the monitoring and operational control of electrical systems comprising PWC's power network.

(b) Example positions in this stream include, but are not limited to, Generation Operator, Outside Operator, Senior Generation Operator and Generation Controller.

3.6.2 Entry/progression requirements:

Operator

(a) The mandatory minimum entry qualification is:

(i) an AQF Certificate III in a relevant discipline (e.g. electrician or mechanical fitter) or equivalent skills, knowledge and experience; and

(ii) appropriate license(s) where applicable.

(b) Fully qualified Operators with limited recent practical experience will commence at pay point 1 of the Operator classification.

(c) An open entry process applies, having regard to established guidelines (Employment Instruction 1 – Filling Vacancies) which allows new Operator employees to be appointed above pay point 1 of the Operator classification in recognition of relevant skill and experience.

(d) Where an Operator is deemed to have the relevant skills and experience to warrant appointment above pay point 1 of the Operator classification but does not have experience in operating Territory Generation machinery, the relevant job model will be completed within the first 6 months of employment.

(e) Where an employee does not complete the relevant job model within the first 6 months of employment, they will revert to pay point 1.

(f) Pay progression requirements for Operators are competency based and defined in the Job Model Guidelines.

(g) Pay progressions outside of the employee achievement plan will be effective from the date a completed application was submitted, provided it meets the necessary requirements and is approved for progression. The application will be assessed by Territory Generation within 10 working days.

Senior Operator

(h) The mandatory minimum entry qualification for a Senior Operator 1 is:

(i) an AQF Certificate IV in a relevant discipline (e.g. power systems, generation) or equivalent skills, knowledge and experience; and

(ii) appropriate license(s) where applicable.

(i) The mandatory minimum entry qualification for a Senior Operator 2 is:

(i) a diploma in a relevant discipline (e.g. power systems, generation) or equivalent skills, knowledge and experience; and

(ii) appropriate license(s) where applicable.

(j) The progression requirements for Senior Operators are competency based and are defined in the Job Model Guidelines.

(k) Pay progressions outside of the employee achievement plan will be effective from the date a completed application was submitted, provided it meets the necessary requirements and is approved for progression The application will be assessed by Territory Generation within 10 working days.

3.6.3 Provision for pay parity:

(a) Territory Generation recognises that the development of a new wholesale electricity market has the potential to change the roles and responsibilities of Operators over the life of this Agreement.

(b) To provide sufficient flexibility within the Operator classification stream to accommodate these potential changes, and to ensure pay parity at the base salary level between Operator positions and other technical positions with a corresponding work value, Territory Generation agrees to apply the Senior Technical Specialist classification structure salary rates (refer Technical Specialists Salary set out in Schedule 1) to Operator positions that undergo a job evaluation and are shown to have a job value that corresponds with the Senior Technical Specialists range. Classification review will be undertaken where a position has had significant change in duties.

3.7 Operator / Maintainer

3.7.1 Descriptor:

(a) The Operator / Maintainer classification stream is involved in operating and maintaining Power Stations.

3.7.2 Entry/progression requirements:

(a) The mandatory minimum entry qualification is:

(i) an AQF Certificate III in a relevant discipline or equivalent skills, knowledge and experience;

(ii) an AQF Certificate IV in a relevant discipline (e.g. power systems, generation) or equivalent skills, knowledge and experience; and

(iii) appropriate license(s) where applicable.

(b) Fully qualified Operator / Maintainers with limited relevant practical experience will commence at pay point 1 of the classification.

(c) An open entry process applies, having regard to established guidelines, which allows new Operator / Maintainer employees to be appointed above pay point 1 of the classification in recognition of relevant skill and experience.

(d) Where an Operator / Maintainer is deemed to have the relevant skills and experience to warrant appointment above pay point 1 of the Operator classification but does not have experience in operating Territory Generation machinery, the relevant job model will be completed within the first 6 months of employment.

(e) Where an employee does not complete the relevant job model within the first 6 months of employment, they will revert to pay point 1.

(f) Pay progression requirements for Operator / Maintainers are competency based and defined in the Job Model Guidelines.

(g) Pay progressions outside of the employee achievement plan will be effective from the date a completed application was submitted, provided it meets the necessary requirements and is approved for progression. The application will be assessed by Territory Generation within 10 working days.

3.7.3 Provision for pay parity:

(a) Territory Generation recognises that efficiency is a pivotal driver of our success and as we explore greater efficiencies there is the potential to change the roles and responsibilities of Operator / Maintainers over the life of this Agreement.

(b) To provide sufficient flexibility within the Operator / Maintainer classification stream to accommodate these potential changes, and to ensure pay parity at the base salary level between Operator / Maintainer positions and other technical positions with a corresponding work value, Territory Generation agrees to apply the Senior Technical Specialist classification structure salary rates (refer Senior Technical Specialists salary set out in Schedule 1) to Operator / Maintainer positions that undergo a job evaluation and are shown to have a job value that corresponds with the Senior Technical Specialists range. Classification review will be undertaken where a position has had significant change in duties.

Schedule 4 Northern Territory Public Sector Redeployment and Redundancy Entitlements

4.1 Definitions

4.1.1 For the purposes of these provisions:

(a) potentially surplus employee means an employee who has been declared by the CEO to be potentially surplus to the requirements of the agency under section 41 of the PSEM Act.

(b) service means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transferee as defined in accordance with PSEM By-Law 45.1.

(c) suitable employment means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities.

(d) surplus employee means an employee in relation to whom the CEO has requested that the employer exercise their powers under section 43 of the PSEM Act.

(e) union means a trade union as defined in the FW Act and which is covered by this Agreement.

4.2 Consulting Relevant Unions

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

(a) notify the relevant union of the potentially surplus situation and the name of the employee; and

(b) invite the union to meet with an agency representative in relation to the situation.

4.2.2 The employer and/or CEO will provide relevant unions with the number of potentially surplus employees, their agency and their designation.

4.3 Finding of Other Suitable Employment

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

4.3.2 In addition to any other action the employer and/or the CEO may have taken in the period before notice is given in accordance with clauses 4.4 or 4.5, the employer and CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

4.3.3 Where other suitable employment for a potentially surplus employee or a surplus employee is identified the employee will be transferred. Where the transfer is to a lower level designation and salary, the written consent of the employee is required and the income maintenance provisions of clause 4.6.3 apply.

4.4 Voluntary Retrenchment

4.4.1 Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.

4.4.2 The surplus employee will have up to 7 days from the date of a written offer of voluntary retrenchment to consider and accept the offer.

4.4.3 Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of 4 weeks notice from the date that the offer is accepted, or 5 weeks notice if the employee is over the age of 45 years.

4.4.4 The surplus employee may be retrenched at any time within the period of notice under clause 4.4.3, at the direction of the CEO or the request of the employee, in which case the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.

4.4.5 A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following weeks salary including, where applicable, Northern Territory allowance:

(a) for an employee with at least one year but less than 2 years service: 4 weeks salary;

(b) for an employee with at least 2 years but less than 3 years service: 6 weeks salary;

(c) for an employee with between 3 years and 3.5 years service: 7 weeks salary; and

(d) for an employee with greater than 3.5 years service: 2 weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.

4.4.6 For the purpose of calculating payment under clause 4.4.5:

(a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that they are a surplus employee, the salary level is the employee's salary in their higher designation at the date of notification; and

(b) where an employee has been paid a loading (ie shiftwork payment) for shiftwork for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of "weeks salary".

4.4.7 The inclusion of allowances or loadings as salary, other than those specified in clause 4.4.6, will be at the discretion of the employer.

4.4.8 The entitlement under:

(a) clause 4.4.3 constitutes notice for the purposes of section 117 of the FW Act; and

(b) clause 4.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.

4.4.9 All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.

4.4.10 Subject to clause 4.4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.

4.4.11 A surplus employee who has a leave airfare entitlement under PSEM By-law 33 or 47 is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 4.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

4.5 Notice of Redundancy

4.5.1 A surplus employee cannot be given notice under this clause unless the employee has:

(a) been offered a voluntary retrenchment and has declined that offer; or

(b) has requested a voluntary retrenchment and the employer has refused the request.

4.5.2 Subject to clause 4.5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:

(a) the employee is entitled to 26 weeks formal notice of redundancy; or

(b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.

4.5.3 In addition to notice of redundancy under clause 4.5.2, a surplus employee must be given 4 weeks formal notice (or 5 weeks if the employee is over 45 years) where the relevant period of notice under clause 4.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.

4.5.4 The period of notice under clause 4.5.3 constitutes notice for the purposes of section 117 of the FW Act.

4.5.5 The period of notice under clause 4.5.2 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

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

4.5.6 In accordance with clause 4.3.2 during the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.

4.5.7 With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 4.5.2 or 4.5.3 may request that the termination occur before the expiry date of the notice period. The date requested then becomes the date of termination of employment.

4.5.8 Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowances where applicable, for the unexpired portion of the notice periods set out in clauses 4.5.2 and 4.5.3.

4.5.9 A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 4.5.2 and 4.5.3 being invoked, is not entitled to receive a greater payment under clause 4.5.8 than the employee would have been entitled to receive had they been voluntarily retrenched.

4.5.10 For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 4.5.2 or 4.5.3 is entitled:

(a) to reasonable leave with full pay; and

(b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

4.6 Transfer to other suitable employment

4.6.1 A potentially surplus employee or a surplus employee is entitled to 4 weeks notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the 4 week notice period.

4.6.2 A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving their household to a new location if, in the opinion of the employer the transfer is necessary to enable the employee to take up suitable employment.

4.6.3 Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary the employee will be entitled to income maintenance payments as follows:

(a) where the period of notice of redundancy has already been invoked, the greater of:

(i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause 4.5.2; or

(ii) 4 weeks; or

(b) where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 4.5.2.

4.6.4 Income maintenance payments are calculated as follows:

(a) an amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or

(b) where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which they received notice of the transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.

4.6.5 The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause 4.6.4(b) is at the discretion of the employer.

4.6.6 An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of their transfer which in the opinion of the employer were brought about by the transfer.

4.7 Use of Accrued Personal Leave

4.7.1 Subject to clause 4.7.2, the periods of notice under clauses 4.5.2 and 4.5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.

4.7.2 For the purposes of an employee entitled to income maintenance under clause 4.6.3, the total extension permitted under clause 4.7.1 is capped at 6 months.

Example: A 50 year old employee with 10 years service receives notice of redundancy under clause 4.5.1(b). Ten weeks into the 52 week period of notice, the employee is transferred to a position of a lower designation and salary. The employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period the employee takes 4 weeks certificated personal leave, with the result that the total period of income maintenance ends up being 46 weeks.

4.8 Right of Review

4.8.1 A surplus employee will have a right of review to the employer against any administrative decision made in relation to their eligibility for benefits under these provisions or in relation to the amount of those benefits.

4.8.2 This right does not affect the employee's rights under the FW Act.

4.9 Substitution or Other Provisions

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

4.10 Exemption

4.10.1 These provisions do not apply to fixed period or casual employees unless otherwise approved by the employer.

Schedule 5 Safety Initiative Bonus Table

Territory Generation's safety initiative bonus scheme consists of the following elements:

Part A: Corporate Safety Initiative Bonus			
Elements*	**KPI**	**Target**	**Bonus Amounts**
Corporate Indicators	Set and agreed annually through the GCC annually	As determined by the GCC	**Up to $500**

Individual Safety Initiative Bonus		
Individual Safety Initiatives - All employees choose 3 individual KPI items		**Bonus Amount**
1. Complete Safe Act Observations (SAOs) and/or Safety Interactions (SIs)	• For employees who do not have a set SAO or SI target as part of their role: The completion of at least 4 SAO's, SIs or a combination of the 2 per year. • For employees with a set SAO or SI target as part of their role: The completion of an additional 4 SAO's, SIs or a combination of the 2 per year above the set targets.	**$500**
2. Complete a workplace inspection within your work area	• Completion of at least 1 workplace inspection per year which is formally recorded.	
3. Participate as a member of a Workplace Health and Safety Committee	• For employees based at operational sites: Attendance at a minimum of 80% of scheduled meetings. • For employees based at head office: Attendance at a minimum of 2 on-site WHS Committee meetings.	
4. Be elected and perform the role of a Workplace Health and Safety Committee Chair or Secretariat	• Performing the role of an elected WHS Committee Chair or Secretariat for 1 year.	
5. Participate in a health and wellbeing initiative	• Satisfactory completion of at least one health and wellbeing program.	
6. Election to, and performance of, duties as a Health and Safety Representative (HSR)	In accordance with the *Workplace Health and Safety (National Uniform Legislation) Act 2011*	
7. Carry out duties as a nominated Fire Warden Officer	• In accordance with description of role, including completion of required Warden Training.	
8. In accordance with description of role, including	• Carry out duties as a nominated First Aid Officer (Head office only).	

Individual Safety Initiative Bonus		
Individual Safety Initiatives - All employees choose 3 individual KPI items		**Bonus Amount**
completion of required First Aid Training		
9. Identify and implement (in consultation with your supervisor) a valid safety improvement within your work unit	• Completion of a minimum of 1 safety improvement as agreed with supervisor.	
10. Conduct a relevant Safety presentation at a tool box or other team meeting (as approved by your Supervisor)	• Completion of a minimum of 1 presentation as agreed with supervisor.	
11. Participate on an incident/accident investigation panel	• Active participation on at least 2 investigation panels.	
12. Attend mandatory safety related training as agreed with your Supervisor	• Completion of all identified mandatory safety training.	

* In the event of any changes to current Work Health and Safety legislation which significantly impact on the operation of the Territory Generation's Safety Initiative, the Generation Consultative Committee will consider the matter and make recommendations on what, if any, changes may be required to ensure the ongoing effective operation of the Initiative. Recommendations will be referred to the Executive Leadership Team for final approval.

** Eligibility for the corporate elements of the Safety Initiative is conditional on an employee's participation and successful achievement in relation to the individual element of the Safety Initiative.

SIGNATORIES to the 2026 – 2030 Territory Generation Enterprise Agreement

……..
Name: Nicole Hurwood
Position: Commissioner for Public Employment
Address: GPO Box 4371, Darwin NT 0801
Dated:

……..
Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union
Name: Rohan Webb
Position: State Secretary
Address: 366 Upper Roma Street, Brisbane QLD 4000
Dated:
Signed as a bargaining representative of employees covered by this Agreement

……..
Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia
Name: Peter Ong
Position: Divisional Branch Secretary
Address: 41 Peel Street South Brisbane, Qld 4101
Dated:
Signed as a bargaining representative of employees covered by this Agreement

……..
Community and Public Sector Union
Name: Suwan Adamson
Position: NT Regional Secretary
Address: GPO Box 458, Darwin, NT, 0801
Dated:
Signed as a bargaining representative of employees covered by this Agreement

……..

Association of Professional, Engineers, Scientists Managers, Australia

Name: Paul Inglis

Position: Director Industrial Relations

Address: U1 69-79 Gilbert Street Adelaide SA 5000

Dated:

Signed as a bargaining representative of employees covered by this Agreement